



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/89800585806?pwd=p8BQIQGEE2P8Gi4j6sAf8fcrzJgaZ8.1>

Meeting ID: 898 0058 5806

Passcode: 148791



# **MARION COUNTY BOARD OF SUPERVISORS REGULAR AGENDA**

**3014 E Main St, Knoxville, Iowa**

**June 11, 2024 9:00 A.M.**



# I. CALL TO ORDER AND ROLL CALL

Mark Raymie \_\_\_\_\_

Steve McCombs \_\_\_\_\_

Kisha Jahner \_\_\_\_\_



## II. AGENDA

1. June 11, 2024 - 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 6/11/2024.
2. Marion County Special Session Board of Supervisor Minutes: 5/20/2024, 5/30/2024
3. Marion County employee salary adjustments. Complete list available in the Human Resource Office.

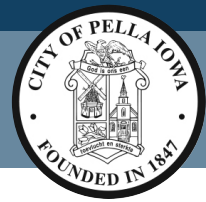


## VI. BUSINESS:

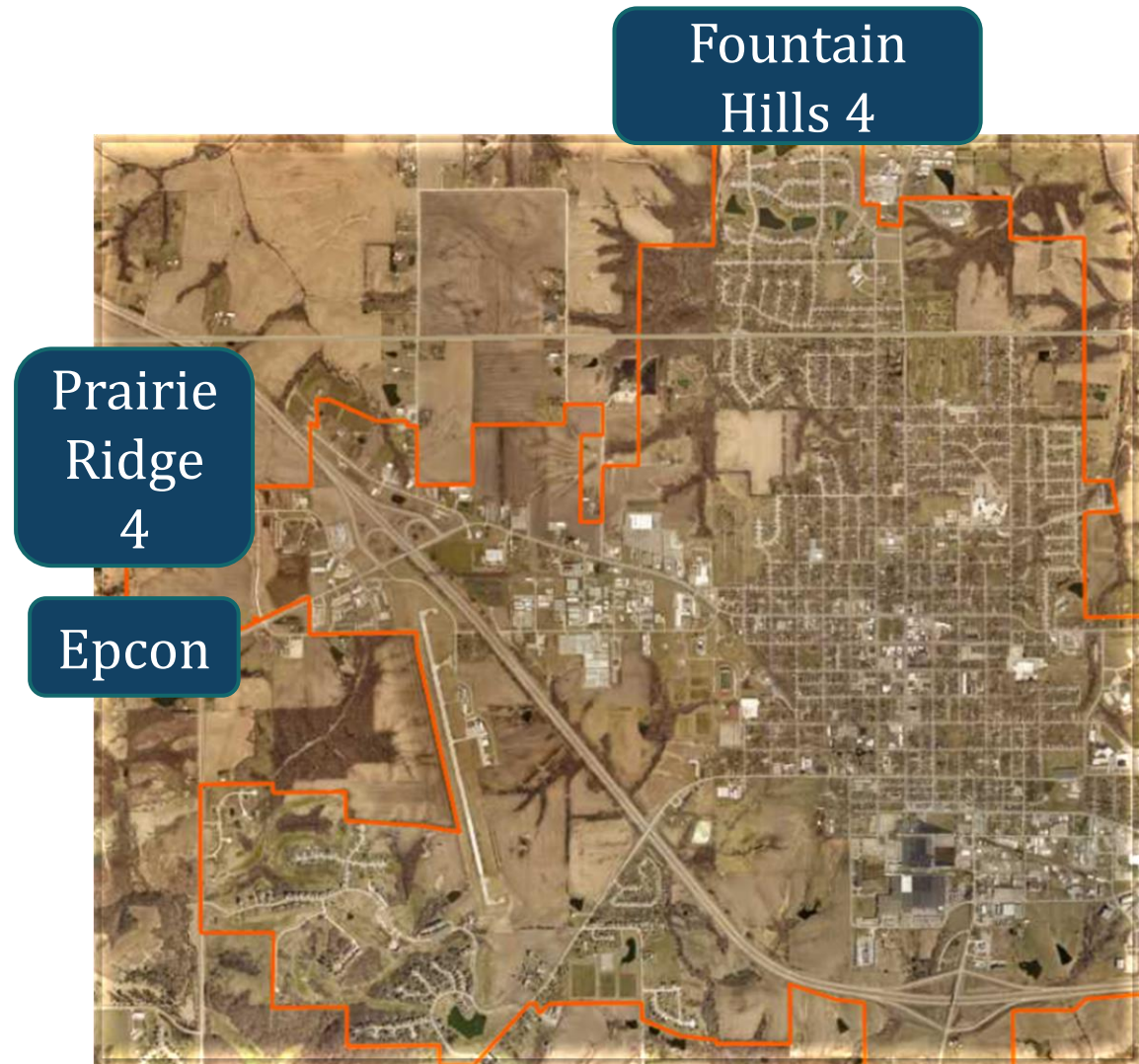
1. Presentation – City of Pella – Proposed Residential Housing Subdivisions – Urban Renewal Extensions



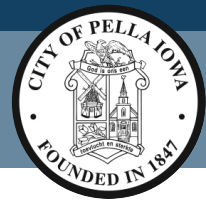
# City of Pella *Urban Renewal Plans*



- The City of Pella is requesting the Board of Supervisors consider a five-year extension for three urban renewal plans
- The purpose of the plans is to provide additional housing for the City of Pella and Marion County



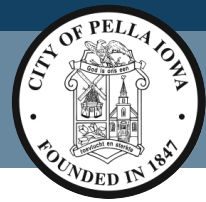
# Tax Increment Financing *in Iowa*



- According to Iowa law, TIF can be used to assist with public improvements related to residential development
- Specific requirements:
  - Unless an extension is approved by PCSD & Marion County, TIF collection is limited to 10 years
  - If approved by PCSD and the county, TIF collection can be extended to 15 years
  - The city believes a 15-year urban renewal district is necessary for these projects to fully reimburse the developers



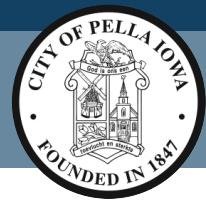
# Economic Development Incentives *for Housing*



- TIF is used to finance public infrastructure for housing
- The concept is to capture the incremental (increased) taxes generated from the construction of new buildings/expansions
  - Frozen base  
(everyone shares in the base)
  - Tax increments generated  
(new value less base)
  - Everyone benefits eventually



# Prairie Ridge Update

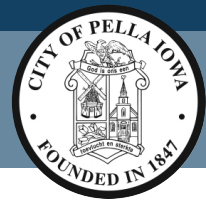


Approved housing applications	82
Building permits issued	77
Residential valuations	\$23,594,125

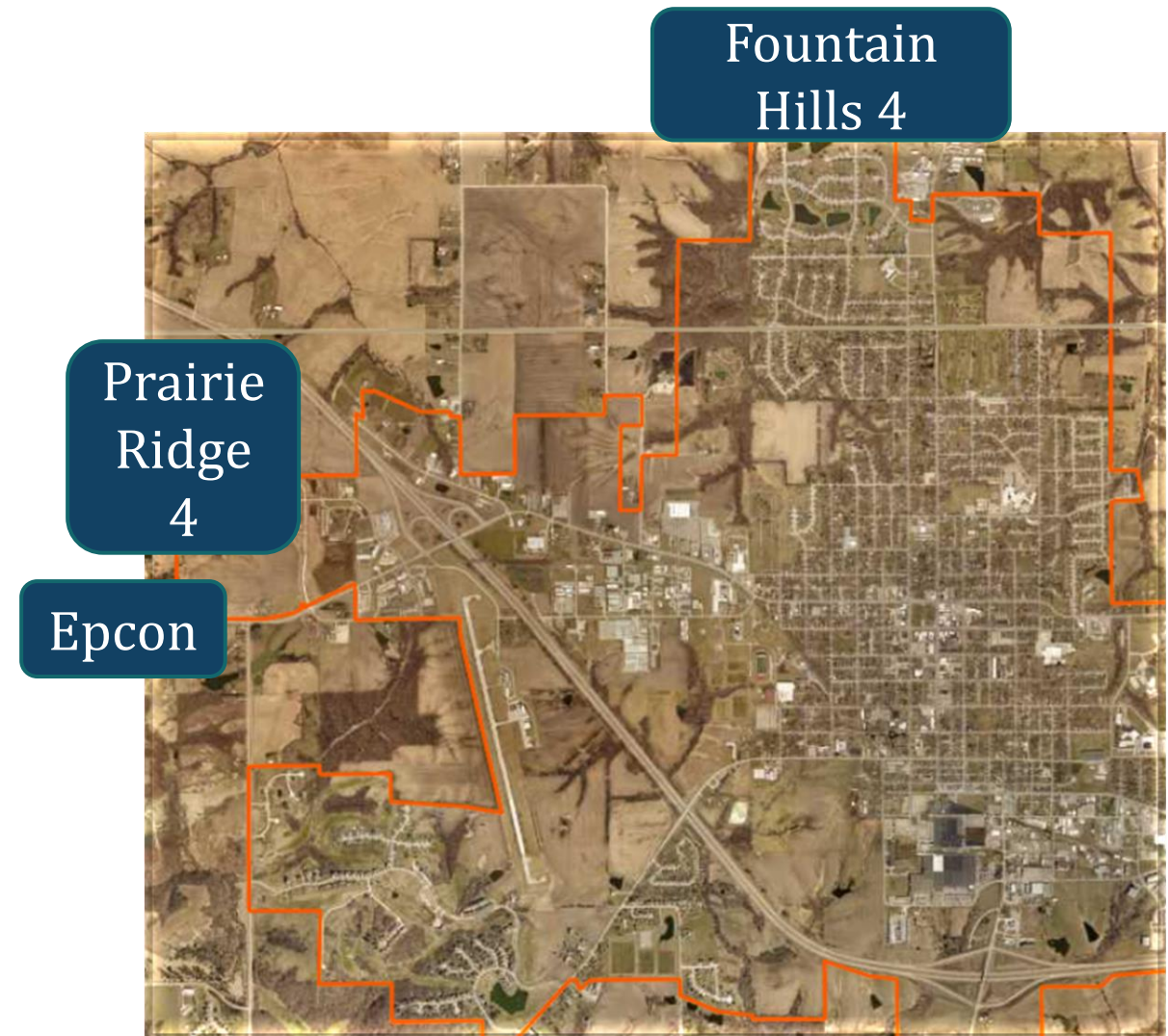
- Original projections had 46 single family homes completed by December 31, 2023
- Over the next 15 years, Prairie Ridge is projected to generate \$1.5 million in low- and moderate-income (LMI) funds which can be used for LMI housing anywhere in Marion County



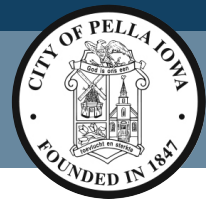
# City of Pella *Housing Demand*



- According to the recent Marion County Housing Assessment, 1,269 housing units are needed to meet demand through 2035
- Industry standards recommend 150-250 buildable lots available
- The City of Pella currently only has 29 buildable lots available
- Three residential developments, with 166 housing units total, are in early stages of approvals



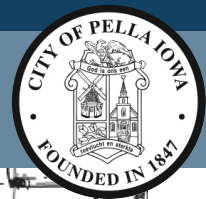
# Prairie Ridge Plat 4 *Proposed*



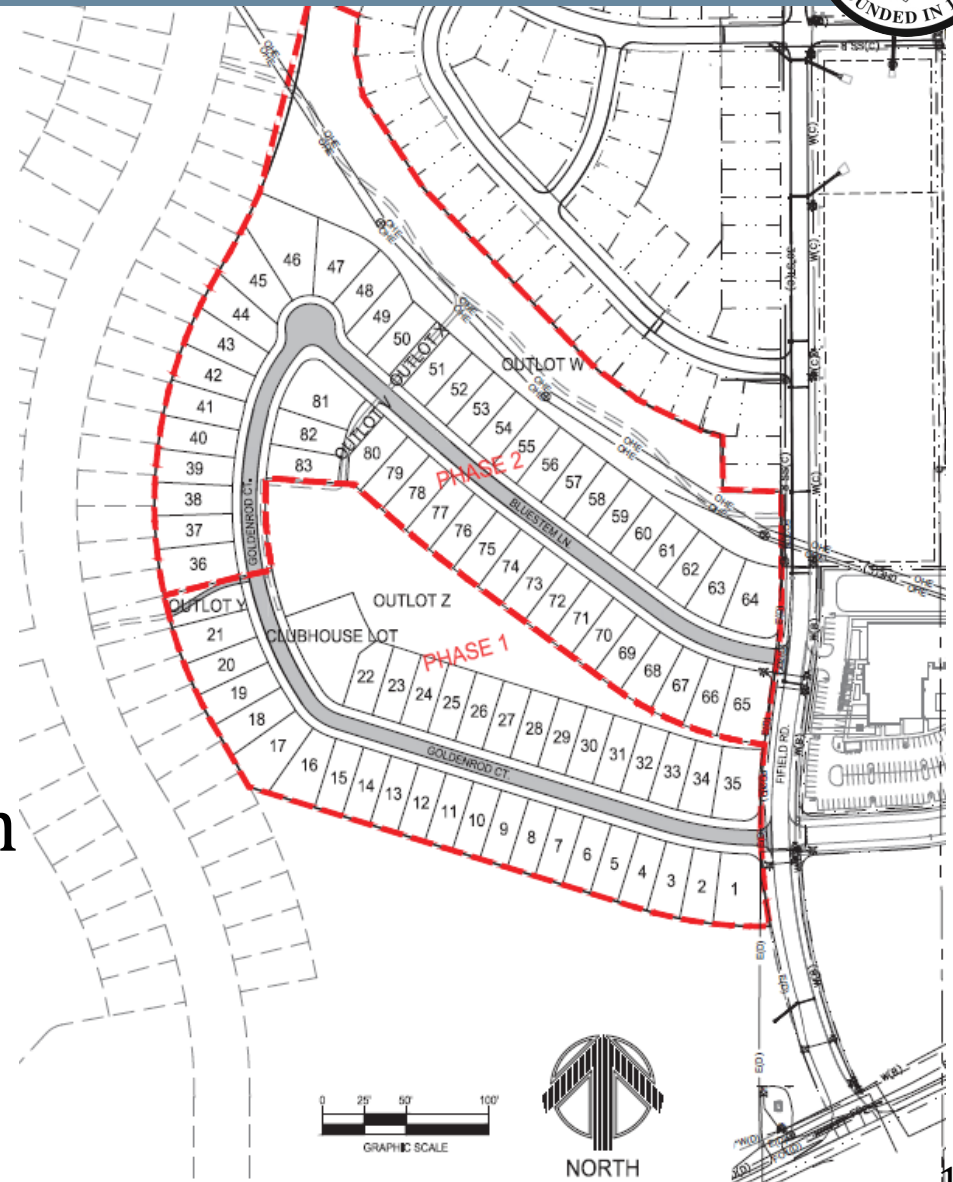
- PR Dev II, LLC is proposing a 84-lot subdivision as a continuation of Prairie Ridge
- Financial details:
  - Proposed term: 15 years
  - Est. public infrastructure: \$4.5 million
  - Requested TIF rebate: \$4.5 million
  - Projected LMI funds: \$1,654,650



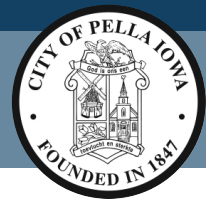
# Pella Epcon Phase I *Proposed*



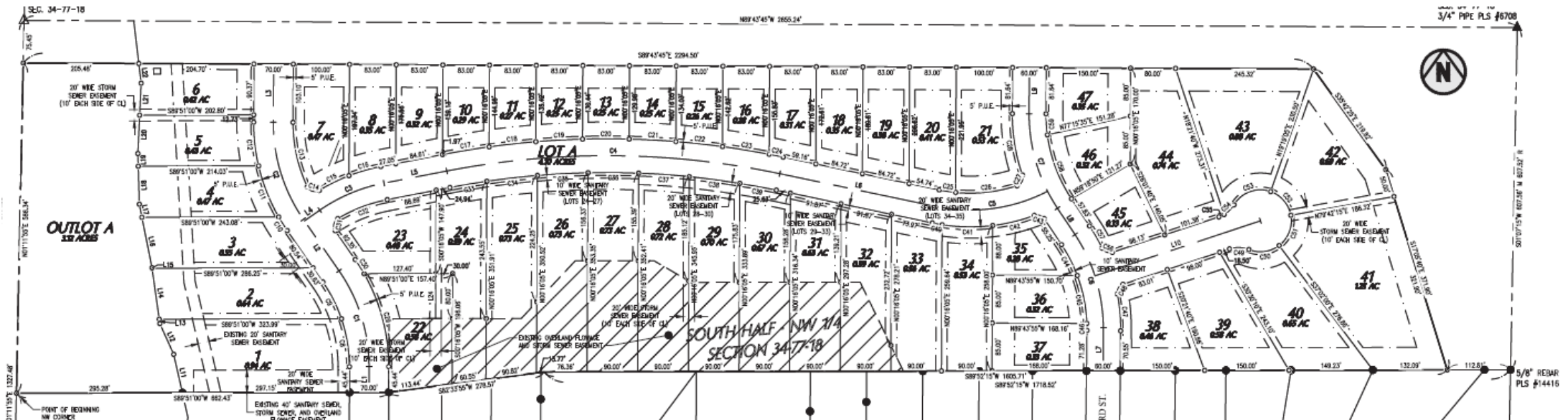
- Courtyards Land Holding, LLC is proposing a 35-lot subdivision with patio housing focused for age 55+, a clubhouse lot, and associated amenities
- Financial details:
  - Proposed term: 15 years
  - Est. public infrastructure: \$2 million
  - Requested TIF rebate: \$2 million
  - Projected LMI funds: \$735,400



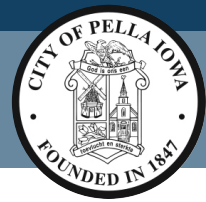
# Fountain Hills Plat 4 Proposed



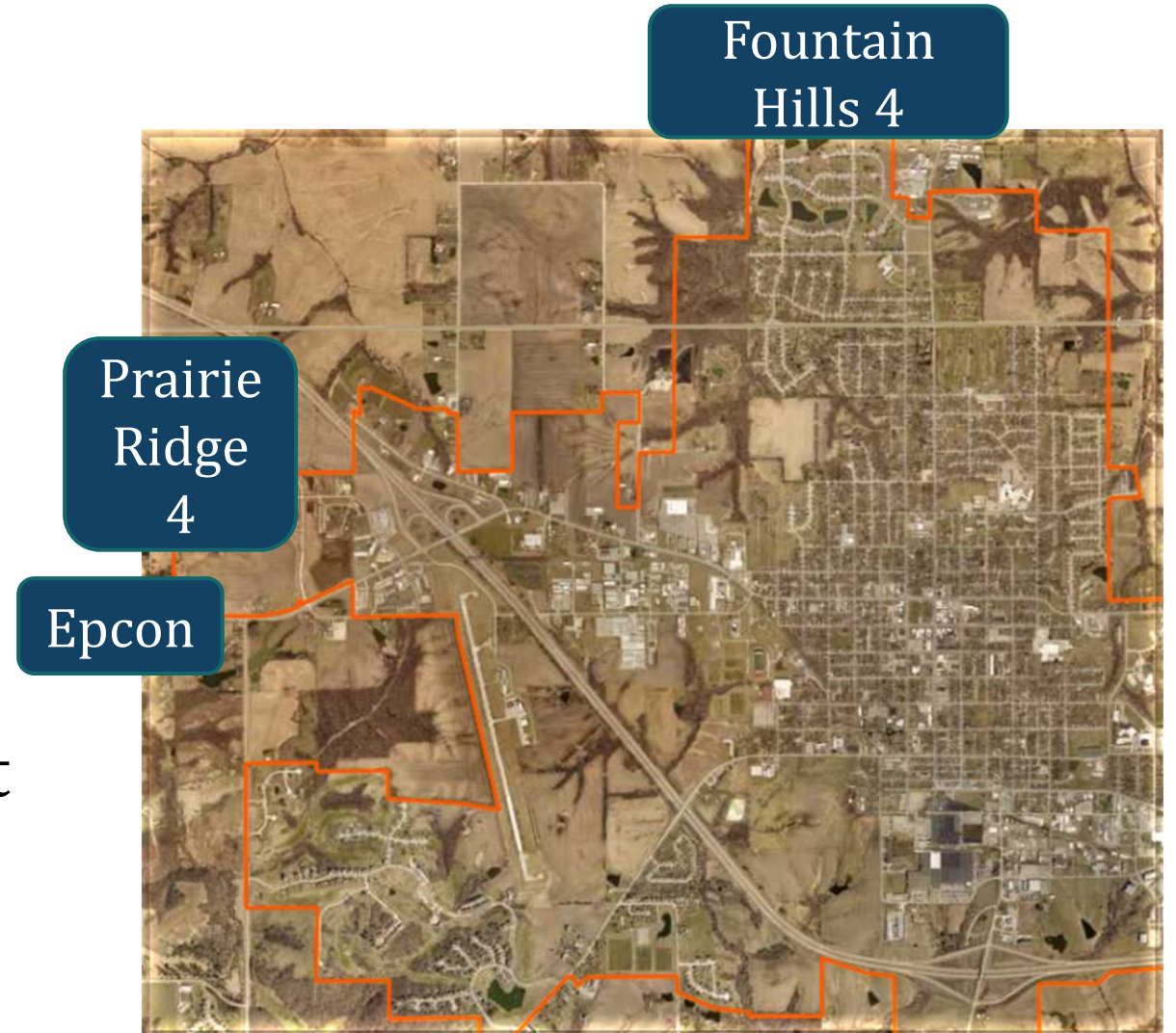
- Larry and Rosemary DeVries are proposing a 47-lot subdivision similar to the existing Fountain Hills development
- Financial details:
  - Proposed term: 15 years
  - Est. public infrastructure & requested TIF rebate: \$3.1 million
  - Projected LMI funds: \$1,139,900



# City of Pella *Housing Challenges*



- In summary, the city is asking for the Board of Supervisors (BOS) to approve five-year urban renewal extensions for all three developments
- If the BOS is in favor of this request, a resolution would be the next step
- As these housing projects are all at different stages of development, resolutions for these will be presented at different times



## 2. Discussion/action:

City of Pella – Driver’s License Space Lease Agreement



## LEASE – BUSINESS PROPERTY

THIS LEASE AGREEMENT, executed in duplicate, made and entered into this 1<sup>st</sup> day of July, 2024, by and between City of Pella, Iowa (hereinafter called the “Landlord”) whose address for the purpose of this Lease is 712 Union Street, Pella, Iowa, 50219, and the Marion County Treasurer, DOT (hereinafter called the “Tenant”) whose address for the purpose of this Lease is 214 E Main St., #2, Knoxville, Iowa, 50138.

### WITNESSETH THAT:

1. **PREMISES AND TERM** - The Landlord, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Tenant to be kept and performed, leases unto the Tenant and Tenant hereby rents and leases from Landlord, according to the terms and provisions herein, the following described real estate, situated in Marion County, Iowa, to-wit:

Exclusive use of Room 200 (560 sq ft) of the “Pella Community Center”, 712 Union Street, Pella, Iowa, legally described as follows:

Lots 6 & 7 in Block 48 in the Original Town of Pella, Iowa.

In addition, Tenant shall have the non-exclusive use of all public areas, including but not limited to, restrooms and hallways which are available and accessible to the general public,

together with the improvements thereon and all rights, easements and appurtenances thereto belonging, which, more particularly, includes the space and premises as may be shown on “Exhibit A”, if and as may be attached hereto, for a term of one year, commencing at midnight of the day previous to the first day of the lease term, which shall be on the 1<sup>st</sup> day of July, 2024, and ending at midnight on the last day of the lease term which shall be on the 31<sup>st</sup> day of December, 2024, upon the condition that the Tenant pays rent therefore, and otherwise performs as provided in this Lease.

2. **RENTAL** - Tenant agrees to pay the Landlord as rental for said term, as follows: \$1 for term of lease, in advance, said rental payment becoming due on the 1<sup>st</sup> day of July 2024. All sums shall be paid at the address of Landlord, as above designated, or at such other place as the Landlord may, from time to time, previously designate in writing.
3. **POSSESSION** - Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Landlord at the time and date of the close of this Lease, except as herein otherwise expressly provided. Should Landlord be unable to give possession on said date, Tenant’s only damages shall be a rebating of the pro rata rental.
4. **USE OF PREMISES** - Tenant covenants and agrees during the term of this Lease to use and occupy the leased premises only for Marion County business purposes for the benefit of Marion County residents and citizens. For restrictions on such use, see paragraphs 7(c), 7(d) and 11(b) below.
5. **QUIET ENJOYMENT** - Landlord covenants that its estate in said premises is fee simple; and that the Tenant on paying the rent herein reserved and performing all the agreements by the Tenant to be performed as provided in this Lease, shall and may peaceably have, hold and

enjoy the demised premises for the term of this Lease free from molestation, eviction or disturbance by the Landlord or any other person or legal entity whatsoever. (But, see paragraph 14, below).

6. **HOLD HARMLESS** – Tenant agrees to indemnify and hold harmless Landlord from and against all suits, damages, costs, losses and expenses in any manner resulting from, or arising out of, Tenant’s use and occupancy of the real estate above described under the provisions of this Lease.
7. **CARE AND MAINTENANCE OF PREMISES** –
  - (a) Tenant takes said premises in their present condition except for such repairs and alterations as may be expressly herein provided.
  - (b) **LANDLORD’S DUTY OF CARE AND MAINTENANCE.** Landlord will keep the roof, structural part of the floor, walls, and other structural parts of the building in good repair. Landlord will also make all necessary repairs to the heating, sewer, plumbing, water pipes, electrical wiring, sidewalks, driveways, and parking areas. Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.
  - (c) **TENANT’S DUTY OF CARE AND MAINTENANCE.** Except for portions thereof which Landlord is to maintain pursuant to the provisions of this lease, Tenant shall, after taking possession of said premises until the termination of this Lease and the actual removal from the premises, at its own expense, care for and maintain said premises in a reasonably safe and serviceable condition. Tenant will furnish its own interior decorating and furnishings. Tenant will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the Tenant, its agent, or employees. Tenant shall make no structural alteration or improvements without the written approval of the Landlord first had and obtained, of the plans and specifications therefore.
  - (d) Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality, the laws of the State of Iowa and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public.
8. **(a) UTILITIES AND SERVICES** – Landlord, during the term of this Lease, shall pay, before delinquency all charges for normal use of water, sewer, gas, heat, electricity, power, garbage disposal and trash disposal which may be used by Tenant in or upon the leased premises. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.
  - (b) **TELEPHONE SERVICE** – Shall be furnished at the expense of Tenant.
  - (c) **INTERNET SERVICE** – Shall be furnished at the expense of Tenant.
9. **(a) SURRENDER OF PREMISES AT END OF TERM – REMOVAL OF FIXTURES.** Tenant agrees that upon the termination of this Lease, it will surrender, yield up and deliver the leased premises in good and clean condition, except the effects of ordinary wear and tear and

depreciation arising from lapse of time, or damage without fault or liability of Tenant. (See also 11(a) and 11(e) below).

(b) Tenant may, at the expiration of this Lease, or renewal or renewals thereof, or at a reasonable time thereafter, if Tenant is not in default hereunder, remove any fixtures or equipment which said Tenant has installed in the leased premises, providing said Tenant repairs any and all damages caused by removal.

(c) **HOLDING OVER** – Continued possession, beyond the expiration date of the term of this Lease, by the Tenant, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement by both parties for an extension of this Lease, or for a new lease) shall constitute a month to month extension of this Lease.

10. **ASSIGNMENT AND SUBLETTING** – Any assignment of this Lease or subletting of the premises or any part thereof is prohibited.

#### 11. **INSURANCE**

(a) Landlord and Tenant will each keep its respective property interests in the premises and its liability in regard thereto, and the personal property on the premises, reasonably insured against hazards and casualties; i.e. fire and those items usually covered by extended coverage. Such insurance shall be made payable to the parties hereto as their interest may appear. (See also 11(e) below).

(b) Tenant will not do or omit the doing of any act which would vitiate any insurance or increase the insurance rates in force upon the real estate improvements on the premises or upon any personal property of the Tenant upon which the Landlord by law or by the terms of this Lease has, or shall have, a lien.

(c) Subrogation rights are not to be waived unless a special provision is attached to this Lease.

(d) Tenant further agrees to comply with recommendations of Iowa Insurance Services Bureau and to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said premises and on the building of which said premises are a part, due to increased risks or hazards resulting from Tenant's use of the premises otherwise than as herein contemplated and agreed.

(e) **INSURANCE PROCEEDS** – Landlord shall settle and adjust any claim against any insurance company under its policies of insurance for the premises and said insurance monies shall be paid to and held by the Landlord to be used in payment for cost of repairs or restoration of damage building, if the destruction is only partial. (See also 11(a) above).

12. **INDEMNITY AND LIABILITY INSURANCE** – Except as to any negligence of the Landlord, arising out of roof and structural part of the building, User, shall keep their personal property insured against damage and destruction by vandalism and/or theft. A certificate of insurance must be provided to the City listing the City of Pella as additional insured. The Certificate will show the following minimum coverages: General Liability: general Aggregate \$2,000,000 Each Occurrence \$1,000,000, Personal Injury \$1,000,000, Property Damage \$300,000 Certificate of insurance must be received prior to any use of the facility which may include but is not limited to practices and games. The general liability policy must also include a waiver of subrogation in favor of the city. Workers Compensation coverage is also required if User has employees

working for them at City facilities. If all are volunteers than no Workers Compensation coverage is required. A waiver of subrogation in favor of the City is also required.

- Coverage must also include a non-waiver of governmental immunity stating:
    - The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
    - The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa code Section 670.4 as it now exists and as it may be amended from time to time.
- As to insurance of the Landlord for roof and structural faults, see paragraph 11(a) above.

#### 13. **FIRE AND CASUALTY – PARTIAL DESTRUCTION OF PREMISES –**

(a) In the event of a partial destruction or damage of the leased premises, which is a business interference, that is, which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after its occurrence, this Lease shall not terminate but the rent for leased premises shall abate during the time of such business interference. In the event of partial destruction, Landlord shall repair such damages within sixty (60) days of its occurrence unless prevented from doing so by acts of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, city ordinances, labor, material or transportation shortages, or other causes beyond the Landlord's reasonable control.

(b) **TOTAL DESTRUCTION OF BUSINESS USE** – In the event of a destruction or damage of the lease premises including the parking area (if a parking area is a part of the subject matter of the Lease) so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within sixty (60) days, this Lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within twenty (20) days after such destruction. Tenant shall surrender possession within ten (10) days after such notice issues, and each party shall be released from all future obligations hereunder, Tenant paying rental pro rata only to the date of destruction. In the event of such termination of this Lease, Landlord, at its option, may rebuild or not, according to its own wishes and needs.

#### 14. **TERMINATION OF LEASE AND DEFAULTS OF TENANT –**

(a) **TERMINATION UPON EXPIRATION OR UPON NOTICE OF DEFAULTS** – This Lease shall terminate upon expiration of the demised term; or if this Lease expressly and in writing provides for any option or options, and if any such option is exercised by the Tenant, then this Lease will terminate at the expiration of the option term or terms. Upon default in payment of rental herein or upon any other default by Tenant in accordance with the terms and provisions of this Lease, this Lease may at the option of the Landlord be cancelled and forfeiture, PROVIDED, HOWEVER, before any such cancellation and forfeiture except as provided in 14(b) below, Landlord shall give Tenant a written notice specifying the default, or defaults, and stating that this Lease will be cancelled for forfeited the (10) days after giving of such notice, unless such default, or defaults, are remedied within such grace period. (See paragraph 16, below). As an additional optional procedure or as an alternative to the foregoing (and neither exclusive of the other), Landlord may proceed as in paragraph 18, below provided.



(b) **BANKRUPTCY OR INSOLVENCY OF TENANT** – In the event Tenant is adjudicated a bankrupt or in the event of a judicial sale or other transfer of Tenant’s leasehold interest by any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days from the giving of notice thereof by Landlord or Tenant, then and in any such events, Landlord may, at its option, immediately terminate this Lease, re-enter said premises, upon giving of the (10) days’ written notice by Landlord to Tenant, all to the extent permitted by applicable law.

(c) In (a) and (b) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

(d) Acceptance of keys, advertising and re-renting by the Landlord upon the Tenant’s default shall be construed only as an effort to mitigate damages by the Landlord, and not as an agreement to terminate this Lease.

15. **EARLY TERMINATION OF LEASE** - Both parties may, at any time during the life of this Agreement or any extension thereof, terminate this Agreement upon thirty (30) days written notice of intention to do so.

All notices to the Tenant shall be addressed to:  
Marion County Treasurer  
Michaela Bigaouette  
214 E Main St., #2  
Knoxville, IA 50138

All notices to the Landlord shall be addressed to:  
City of Pella  
Pella Community Center  
712 Union St., Suite 104  
Pella, IA 50219

16. **RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER** – If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this Lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term, covenant or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 12% per annum, from date of advance.

17. **MECHANIC’S LIENS** – Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic’s liens or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant therein, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

18. **RIGHTS CUMULATIVE** – The various rights, powers, options, elections and remedies of either party, provided in this Lease, shall be construed as cumulative and no one of them as exclusive of the other, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. **NOTICE AND DEMANDS** – Notices as provided for in this Lease shall be given to the respective parties hereto at the respective addresses designated on page one of this Lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this Lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States mail and so deposited in a United States mail box.

20. **PROVISIONS TO BIND AND BENEFIT SUCCESSORS AND ASSIGNS** – Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors and assigns of the parties hereto.

21. **CHANGES TO BE IN WRITING** – None of the covenants, provisions, terms or conditions of this Lease to be kept or performed by Landlord to Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant. This Lease contains the whole agreement of the parties.

22. **CONSTRUCTION** – Words or phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease in duplicate the day and year first above written.

LANDLORD: \_\_\_\_\_ TENANT: \_\_\_\_\_  
City of Pella, Iowa \_\_\_\_\_  
By: \_\_\_\_\_ By: \_\_\_\_\_

STATE OF IOWA, \_\_\_\_\_ COUNTY, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said County, in the State, personally appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ Of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that said \_\_\_\_\_, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and them voluntarily executed.

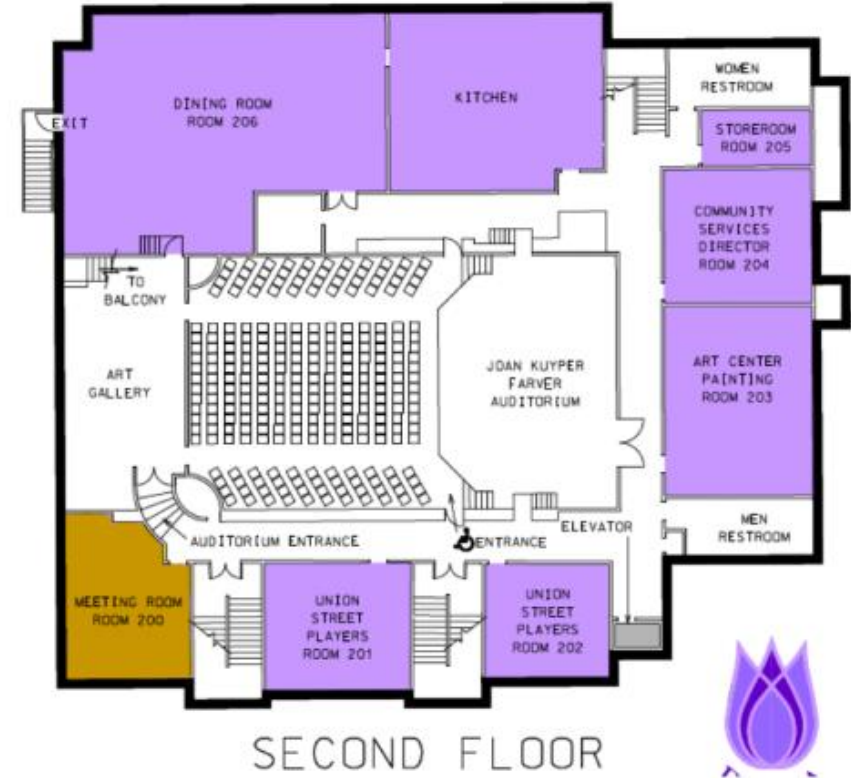
\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

STATE OF IOWA, MARION COUNTY, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Jeanette Vaughan to me personally known, who, being by me duly sworn, did say that she is the Community Services Director for the City of Pella, Iowa; that said instrument was signed and sealed on behalf of said City by authority of its City Council; and that the said Jeanette Vaughan, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by her voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa.

Exhibit A



### 3. Discussion/action:

## Marion County Property Disposition – 203 Center St NE, Melcher-Dallas

- Bid Opening
- Bid Acceptance

#### **NOTICE OF INTENT TO SELL COUNTY PROPERTY AND PUBLIC HEARING**

Marion County will be accepting sealed bids for the property locally known as 203 Center St. NE, Melcher-Dallas, IA 50163. Legal description: Lots 23 & 24 in Newkirk's Addition to the Town of Melcher, Iowa, now known as Melcher-Dallas, IA. The County will accept sealed bids from May 3, 2024 – June 7, 2024. All bids must be received, not post-marked, on or before June 7, 2024. All bids shall be delivered to the Marion County Attorney's Office located on the first floor of the Marion County Courthouse, 214 E. Main St., Knoxville, IA 50138, Attn: Ross Gibson. Conveyance of the property will be by quit claim deed and all bids must be for conveyance of the property by quit claim deed.

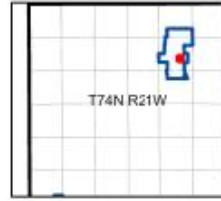
The Marion County Board of Supervisors will open bids at their regularly scheduled meeting on June 11, 2024 at 9:00 a.m. The Board will also decide whether to accept a bid at this time.

Jake Grandia  
Marion County Auditor

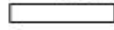


# Marion County, IA

Marion County Parcel 03437-000-00  
203 Center St NE, Melcher-Dallas

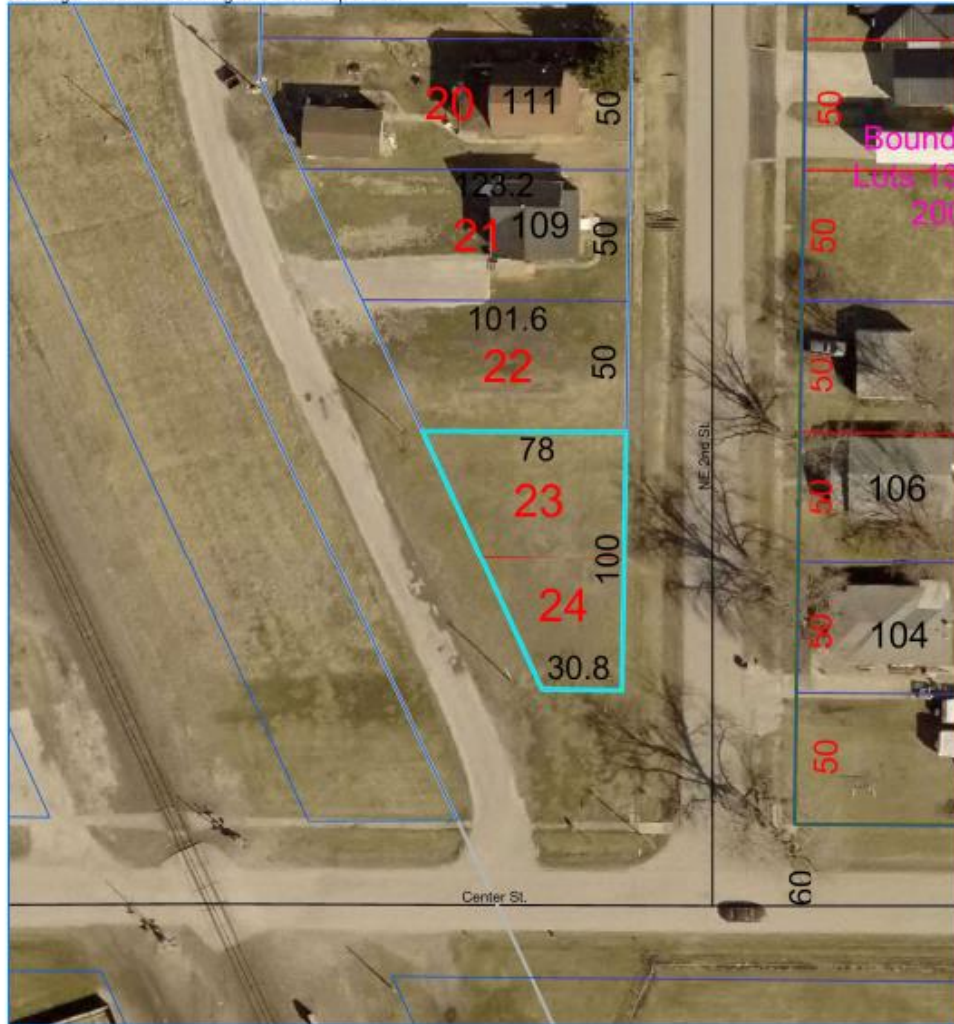


40Feet



Printed March 2024  
Aerial Spring 2021

Map features are representations of original data sources and do not replace or modify land surveys, deeds, or other legal instruments defining land ownership or use.



#### 4. Discussion/action:

### 163<sup>rd</sup> Place Knoxville – Road Request



## 5. Discussion/action:

Polk County – Judicial Mental Health Advocate Memorandum of Understanding Renewal



## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered by and between Polk County, Iowa, a governmental subdivision organized under the laws of the State of Iowa (hereinafter referred to as “Polk County”) and Marion County, Iowa, a governmental subdivision organized under the laws of the State of Iowa (hereinafter referred to as “Marion County”) and hereinafter collectively referred to as “Party” or “Parties.”

**WHEREAS**, pursuant to Section 229.19 of the Iowa Code, a county board of supervisors shall appoint an individual to act as an advocate representing the interests of patients involuntarily hospitalized by the court; and

**WHEREAS**, on July 1, 2020 an Agreement was entered between Polk County, Iowa and Kelly Yeggy as Ms. Yeggy was appointed to serve as the Judicial Mental Health Advocate (hereinafter referred to as “JMHA”) for Polk, Jasper, and Marion Counties in accordance with Section 229.19 of the Iowa Code; and

**WHEREAS**, Polk County, Jasper County, and Marion County have determined the best interests of the counties are served by having one administrative source be responsible for receipt of revenues and payment for services of a shared Judicial Mental Health Advocate; and

**WHEREAS**, past and current Agreements entered-into by and between Polk County and Ms. Yeggy refer to agreements by and between Polk County, Jasper County, and Marion County regarding payments, administration, and oversight of the appointed Judicial Mental Health Advocate position; and

**WHEREAS**, Polk County and Marion County desire to enter this Memorandum of Understanding to set forth the terms of payments, administration, and oversight of the appointed of the shared Judicial Mental Health Advocate; and

**WHEREAS**, Polk County, Iowa is exempt from the requirement to enter into a regional system and is its own region known as the Polk County Mental Health & Disability Services Region (hereinafter “Polk Region”); and

**WHEREAS**, Marion County, Iowa is a member of the CROSS Mental Health and Disability Services Region (hereinafter “CROSS Region”); and

**WHEREAS**, Polk County, Jasper County, and Marion County have prescribed compensation for the appointed Judicial Mental Health Advocate and the applicable Mental Health and Disability Services Regions shall remit payments for the Advocate’s compensation.

**NOW THEREFORE**, the receipt and sufficiency of which are hereby acknowledged, the parties, intended to be legally bound, agree as follows:

1. **EFFECTIVE DATE & TERM.** This MOU shall be effective as of the date on which the final signature is affixed hereto. This MOU shall continue in force until terminated as set forth in Paragraph 5 below.
2. **POLK COUNTY RESPONSIBILITIES.**
  - a. Polk County shall establish and maintain an Agreement for Services with the JMHA, as appointed by the Polk County Board of Supervisors.

- b. The JMHA shall be a contracted at will employee of Polk County. Polk County shall ensure that the Agreement for Services with the JMHA shall comply the county responsibilities as set forth in Iowa Administrative Code Section 441—25.55.
- c. Polk County shall monitor the compliance of the JMHA with the terms of their agreement, and shall implement a quality assurance system as set forth in Iowa Administrative Rule 441—25.57. Polk County shall make recommendations to Marion County as to assessments and areas in need of improvement for the JMHA position as needed.
- d. Polk County shall generate a bi-weekly payroll process for the JMHA and keep a detailed accounting of hours worked and paid time off (PTO) as supporting documentation.
- e. Expenses for job related training that have been approved by the Polk County Mental Health and Disability Services Region Administrator shall be submitted to Polk County for reimbursement.
- f. Polk County shall supply the Advocate with required office supplies and equipment.
- g. Polk County shall bill Marion County, by way of the CROSS Mental Health and Disability Services Region, an annual fee calculated upon the most recent population (as defined by Iowa Code Section 255C.55 (2023)) estimate of Marion County. The fee beginning July 1, 2024<sup>3</sup> shall be \$8,462.00 and shall be directed towards the total Advocate salary and operations. The fee billed to Marion County may be updated on an annual basis pursuant to population estimates and projected expenses.

### 3. **MARION COUNTY RESPONSIBILITIES.**

- a. Marion County shall abide by the terms and conditions set forth in the Agreement for Services signed between Polk County and the JMHA to comply with the requirements of Iowa Administrative Code Section 441—25 as applicable to the JMHA when the JMHA is performing work for Marion County.
- b. Marion County shall pay Polk County an annual fee calculated upon the most recent population (as defined by Iowa Code Section 255C.55 (2023)) estimate of Marion County. The fee beginning July 1, 2024<sup>3</sup> shall be \$8,462.00 and shall be directed towards the total Advocate salary and operations. The fee billed to Marion County may be updated on an annual basis pursuant to population estimates and projected expenses.
- c. Marion County shall coordinate with the CROSS Mental Health and Disability Services Region to ensure payment to Polk County.

4. **LIABILITY.** For purposes of establishing personal liability pursuant to Iowa Code Chapter 670, the JMHA shall be considered an agent or employee of Polk County when serving Polk County and an agent or employee of Jasper or Marion County when serving that respective county.
5. **TERMINATION.** Either party to this MOU may terminate this MOU without cause by giving sixty (60) days prior written notice of termination to the other Party. Notice shall be given to the person designated to receive such notice. This MOU additionally may be terminated at any time upon consent of both parties.
6. **AMENDMENT.** This MOU may be modified or amended at any time if the amendment is made in writing and is signed by both parties.

7. **SEVERABILITY.** If any provision of this MOU is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
8. **WAIVER.** The failure of either Party to enforce any provision of this MOU shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this MOU.
9. **COMPLIANCE WITH LAWS.** Each Party agrees that it will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of its obligations under this MOU.
10. **APPLICABLE LAW.** This MOU shall be governed by the laws of the State of Iowa.

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date on which the final signature is affixed hereto.

**POLK COUNTY, IOWA**

By: \_\_\_\_\_

Print Name: Angela Connolly

Title: Chair, Polk County Board of Supervisors

Date: \_\_\_\_\_

**MARION COUNTY, IOWA**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## 6. Public Hearing:

### Proposed Road Vacation Part of Victory Lane

Prepared by Tyler R. Christian, P.E., Marion County Engineer, 402 Willetts Drive, Knoxville, Iowa 50138 Phone: (641) 828-2225 Fax: 828-7349

#### Notice to Vacate

Be it resolved by the Marion County Board of Supervisors that the matter of vacating all or part of certain road rights-of-way as existing, in Marion County, Iowa and subject to the rights of ingress and egress of any and all existing utilities, being more particularly described as:

A portion of road 40 feet wide, located in the Northwest Quarter of the Southeast Quarter of Section 27, Township 74 North, Range 18 West of the 5th P.M., locally known as Victory Lane, and more particularly being described as commencing at the point that the centerline of Victory Lane crosses the East line of the Northwest Quarter of the Southeast Quarter, thence following the centerline of Victory Lane as shown in the Plat of Survey recorded in Book 2015, Page 5190, Northwesterly approximately 100 feet to the point of beginning, thence continuing Northwesterly along said centerline to the North line of the Northwest Quarter of Southeast Quarter, that point also being the north end of the presently established road. Said tract is subject to the rights of ingress and egress of any and all existing utilities and any easements of record.

shall come on for hearing before the Marion County Board of Supervisors, 3014 E. Main Street in Knoxville, Iowa at 9:00 AM on the 11th day of June, 2024, and that notice of said hearing shall be given by Marion County not less than four (4) nor more than twenty (20) days prior to said hearing by one publication in an official newspaper of general circulation in Marion County, Iowa. You shall have the right to file in writing, per Iowa Code 306.14, any objections as well as the right to claim damages at any time on or before the date fixed for hearing and if not so filed the right to claim damages will be lost. If no objections are filed on or before the above named date, said road will be hereby closed and vacated. Please, do not hesitate to call the Marion County Engineers Office at (641) 828-2225 with any questions.

Chair, Marion County Board of Supervisors



**Victory Ln. Road Vacation  
Sec. 27, T-74N, R-18W**  
— Proposed Road Vacation



0 100 200 Feet

SW NE Sec.27

JCAMM  
Investments LLC  
1802800500

SE NE Sec.27

JCAMM  
Investments LLC  
1803200500

JCAMM  
Investments LLC  
1804001000

NE SW Sec.27

Rock Valley Farms, LLC  
% Pitts, Marcus R  
1803000000

NW SE Sec.27

Rock Valley Farms, LLC  
% Pitts, Marcus R  
1803201000

NE SE Sec.27

Rock Valley Farms, LLC  
% Pitts, Marcus R  
1804002500



## 7. Resolution 2024-64:

### Road Vacation Part of Victory Lane

RESOLUTION NO. 2024-64

Whereas, a public hearing was held at 9:00 AM on the 11th day of June, 2024, in the office of the Marion County Board of Supervisors and,

Whereas, it being in the best interest of Marion County to vacate the segment(s) of road as advertised and,

Whereas, the segment(s) to be vacated are described in further detail below,

Now therefore be it resolved that, subject to the rights of ingress and egress of any and all existing utilities, A portion of road 40 feet wide, located in the Northwest Quarter of the Southeast Quarter of Section 27, Township 74 North, Range 18 West of the 5th P.M., locally known as Victory Lane, and more particularly being described as commencing at the point that the centerline of Victory Lane crosses the East line of the Northwest Quarter of the Southeast Quarter, thence following the centerline of Victory Lane as shown in the Plat of Survey recorded in Book 2015, Page 5190, Northwesterly approximately 100 feet to the point of beginning, thence continuing Northwesterly along said centerline to the North line of the Northwest Quarter of Southeast Quarter, that point also being the north end of the presently established road. Said tract is subject to the rights of ingress and egress of any and all existing utilities and any easements of record.

Be hereby vacated. |

Adopted this 11th day of June, 2024

\_\_\_\_\_  
Marion County Board Chair

Attest:

\_\_\_\_\_  
Jake Grandia  
Auditor



8. Discussion/action:

24-25 Marion County Cigarette/Tobacco/Nicotine/Vapor Permit Renewals

- Keener Oil Co. - 2193 Old Hwy 92 Harvey, Iowa
- New Star Newton LLC dba New Star Pella – 977 198<sup>th</sup> Place, Pella



9. Discussion/action:

Authorize Employee Stipend – Niccole Schippers



## 10. Board of Supervisor Updates



## VII. BOARD OF SUPERVISOR ADJOURNMENT

