



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 Marion County Facilities Director Chris Nesteby (641-828-2244 or 641-891-5922).



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/84549925725?pwd=qMwR4sG0J7yluaEM8bwZMUekx1Jm8a.1>

Meeting ID: 845 4992 5725

Passcode: 282072



MARION COUNTY BOARD OF SUPERVISORS REGULAR AGENDA

3014 E Main St, Knoxville, Iowa

November 26, 2024 9:00 A.M.



I. CALL TO ORDER AND ROLL CALL

Mark Raymie _____

Steve McCombs _____

Kisha Jahner _____



II. AGENDA

1. November 26, 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 11/26/2024.
2. Marion County Board of Supervisor Regular Minutes: 11/12/2024
3. Marion County Board of Supervisor Special Minutes: 11/20/2024
4. Marion County Board of Supervisor 11/05/2024 General Election Canvass Minutes: 11/13/2024
5. Marion County Conservation Board Warrants #256879 - #256919 through 11/19/2024.



VI. BUSINESS:

1. Discussion/action:

Request for consideration – Marion County Truck Engine Brake Ordinance
- Brian Phillips – 477 Hwy 92, Pleasantville, IA



2. Discussion/action:

Extension Agreement By and Among City of Pella, Iowa, County of Marion, Iowa, and Pella Community School District regarding Prairie Ridge West Urban Renewal Area



EXTENSION AGREEMENT

BY AND AMONG

CITY OF PELLA, IOWA

COUNTY OF MARION, IOWA

AND

PELLA COMMUNITY SCHOOL DISTRICT

_____, 2024

WHEREAS, the City of Pella, Iowa ("City") has proposed to adopt a Prairie Ridge West Urban Renewal Plan (the "Urban Renewal Plan") for the Prairie Ridge West Urban Renewal Area (the "Urban Renewal Area") within the limits of the City, the County of Marion, Iowa ("County"), and the Pella Community School District ("School District"); and

WHEREAS, Iowa Code Section 403.22(5) provides that the division of revenue under Iowa Code Section 403.19 for the provision of public improvements related to housing and residential development may continue for 10 fiscal years (beginning with the second fiscal year after the year of first certification of debt), unless the municipality undertaking the urban renewal projects has a population of under 15,000 and obtains approval from the governing bodies of all Affected Taxing Entities (the City, County, and School District) to extend the division of revenue for up to five (5) additional years; and

WHEREAS, the City has a population of under 15,000; and

WHEREAS, pursuant to the proposed Urban Renewal Plan and a related development agreement, the City plans to assist PR Dev II, L.L.C. in development of a residential subdivision in the Urban Renewal Area, by providing grants funding infrastructure improvement costs associated with the development; and

WHEREAS, sufficient incremental taxes may not be generated to allow the City to fully fund the project during the 10 years statutorily allowed for the division of revenue under Section 403.22(5); and

WHEREAS, the City is requesting the Affected Taxing Entities to allow an extension of the ability of the City to collect Tax Increment in order to adequately fund the residential projects in the Prairie Ridge West Urban Renewal Area for up to a total of 15 years; and

WHEREAS, consistent with Iowa Code Section 403.22(2), the City intends to set aside a portion of incremental taxes collected from the Urban Renewal Area into a low and moderate income housing fund ("LMI Fund") to be expended by the City on assistance for low and moderate income housing in the City; and

WHEREAS, the County has requested the opportunity to provide input into how the City spends the funds placed in the LMI Fund from this Area.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Pursuant to Iowa Code Section 403.22(5), the governing bodies of all Affected Taxing Entities have approved this Agreement extending the division of revenue under Iowa Code Section 403.19 in the Prairie Ridge West Urban Renewal Area for the City of Pella, Iowa, for projects involving the provision of public improvements related to housing and residential development for a total of fifteen (15) fiscal years of division of revenue (beginning with the second fiscal year after the year of first certification of debt) in connection with the housing projects; provided, however, that such extension is provided with the understanding that the County and School will be given the opportunity to provide input into how the City spends the incremental taxes placed into the LMI Fund from this Area (for the avoidance of doubt, the parties acknowledge that any such expenditures from the LMI Fund must be for low and moderate income housing assistance in the City as provided for in Section 403.22 (2)).

Section 2. The undersigned officials affirm they are duly authorized to execute this Agreement on behalf of the party for which they are signing.

Section 3. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

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





MA
IC

3. Appointment:

Marion County Representative - City of Pella Board of Adjustment
- Merlan Rolffs – To Fill Vacancy term ending 01/01/2028



4. Resolution 2024-91:

Memorandum of Agreement Contracted “On-Demand” Services – Mid-Iowa Planning Alliance for Community Development



RESOLUTION NO. 2024-91
Memorandum of Agreement
Contracted "On-Demand" Services

WHEREAS, the Marion County Zoning recognizes a need to contract the outside services of Mid-Iowa Planning Alliance for Community Development to assist on an "as needed" basis with review and areas of expertise to encourage orderly development and aid in oversight of regulatory ordinances in Marion County.

WHEREAS, the Mid-Iowa Planning Alliance for Community Development is a federally designated Economic Development District with the purpose of supporting development activities for member jurisdictions;

WHEREAS, As a member of Mid-Iowa Planning Alliance for Community Development professional planning services are provided to Marion County within the scope of the contractual agreement already entered per Resolution 2023-47;

NOW THEREFORE, BE IT RESOLVED, the Marion County Board of Supervisors supports the additional oversight and aid in organized growth and development in Marion County with the services provided by Mid-Iowa Planning Alliance for Community Development work agreement as described in the agreement to provide On-Demand services.

Adopted this ____ day of _____, 2024

Mark Raymie, Marion County Board of Supervisors, Chair

ATTEST:

Jake Grandia, Marion County Auditor



**Marion County Periodic Zoning Staff Support
Memorandum of Agreement**

Statement of Work and Agreement

THIS AGREEMENT, entered into this ____ day of _____ 2024, by and between the Mid Iowa Planning Alliance for Community Development, hereinafter referred to as "MIPA" and Marion County, hereinafter referred to as "County", stipulate:

WITNESSETH:

WHEREAS, Iowa Code §354.1 outlines parameters for "counties to establish and enforce ordinances regulating the division and use of land . . . to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities, the improvement of land, and the design of subdivisions, consistent with an approved comprehensive plan or other specific community plans." and,

WHEREAS, MIPA is a leading planning organization in the central Iowa region and has the capability and the experience working in planning and zoning; and,

WHEREAS, the County desires to have on-demand assistance with reviewing site plans and new subdivisions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Parties herein hereby agree as follows:

The County will pay MIPA an hourly rate to periodically complete the following activities, hereinafter referred to as the "Project":

1. **Site Plan and Subdivision Review.** As needed, the County Zoning Administrator may request site plan or subdivision review by MIPA.
 - a. **Basic Services:** MIPA will:
 - i. Be responsible for the professional quality and technical accuracy of the Project as well as coordination with other plans, studies, reports, and other pertinent information.
 - ii. Coordinate services with the County and other entities and organizations as deemed applicable.
 - b. **Content:** MIPA will
 - i. Review the site plan for compliance with Chapter 55 of the Marion County Code of Ordinances. MIPA will prepare a staff report that outlines facts and clearly delineates compliance with the requirements outlined in Chapter 55.
 - ii. Review the proposed subdivision for compliance with Chapter 56 of the Marion County Code of Ordinances. MIPA will prepare a staff report that outlines facts and clearly delineates compliance with the requirements outlined in Chapter 56.
 - c. **Deliverables:** The following will be provided by MIPA:
 - i. MIPA will provide one (1) copy in electronic format of the staff report to the County Zoning Administrator.
 - ii. MIPA will be available to the County Zoning Administrator to answer questions and go over any concerns outlined in the staff report.
 - d. **Meetings:** The intent is that work will be in a supportive nature. However, MIPA shall,

- e. **Timeframe:** MIPA shall commence with the Project upon the execution of this contract. The frequency of the involvement shall be at the discretion of Marion County.

Consultant Staff

MIPA will provide key staff people to complete the agreed upon services at the discretion of MIPA's Board. The County shall recognize that all employees are valued members of MIPA and may contribute to this Project at any given time.

Schedule of Services and Term

MIPA shall commence Services under this Agreement contingent upon both MIPA and the County's signatures. The term of this Agreement shall be from the date the contract is agreed upon until terminated or otherwise cancelled as permitted herein.

Compensation

As compensation, the County agrees to reimburse MIPA for the Project at an hourly cost-for-work basis plus the actual cost of all reimbursable expenses incurred in connection with the Project.

Hourly Cost-for-Work: MIPA shall charge the same rate per hour for time MIPA personnel spends on the Project as it would otherwise charge to Federally funded projects plus 5%. This cost is indicative of the salaries and benefits paid to all personnel directly engaged in the Project, as well as indirect costs associated with those employees. Statutory and customary benefits include, but are not limited to, social security, unemployment, excise and payroll taxes, workman's compensation, health and retirement benefits, sick leave, vacation, and holiday pay. This rate will be updated by MIPA and submitted to the County periodically and as necessary.

Reimbursable Expenses: Any additional direct expenses incurred in connection with the project, such as transportation costs to meetings, reproduction of file material, supplies, and similar Project related items in connection with the Project.

MIPA may invoice the County at MIPA's convenience as expenses are incurred.

Payment for Extra Services

County authorized Services outside of the scope of this agreement shall be paid by the County only upon certification that the claimed Extra Services were authorized in writing in advance by the County and MIPA, that the price and expenses are agreed upon by the County and MIPA, and that the Extra Services have been satisfactorily completed.

Ownership of Data

After completion of the agreed upon Services or after termination of this Agreement, MIPA shall deliver to the County a complete set of planning records, including without limitation all documents generated by MIPA and copies of all documents exchanged with or copied to or from all other planning participants. All records are property of the County, whether or not those records are in MIPA's possession. All such documents and records shall be deemed Public Records under Iowa Code Chapter 22. The County will be deemed the custodian thereof and MIPA will cooperate with the County to make timely responses to requests for information.

Termination

If any party should desire to suspend or terminate the services of this Agreement, such suspension or termination may be accomplished by the giving of sixty (60) days written notice to the other party. Payment shall be made to MIPA for services rendered by MIPA to the date of termination, plus expenses directly attributable to such termination which could not reasonably have been avoided and for which MIPA is not otherwise compensated, subject to any off-setting claims for the breach of this Agreement. In the event of litigation to resolve any dispute(s) arising under this Agreement or its performance, the prevailing party will be entitled to recover attorney fees and costs in addition to any remedies available at law or in equity.

Indemnity

To the furthest extent permitted by law, the County shall defend, indemnify, and hold free and harmless MIPA, its agents, representative, officers, consultants, employees, trustees, and volunteers from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including personal injury and/or death, directly or indirectly arising out of, connected with, or resulting from the performance of the Services of this Agreement unless a Claim is caused by the sole negligence or sole willful misconduct of the indemnified parties.

Representations

Each party represents to the other for the purpose of reliance that such party has duly authorized this Agreement and the signatory below has been duly authorized to sign this Agreement and bind such party.

**Mid-Iowa Planning Alliance for
Community Development**
420 Watson Powell Jr Way, Suite 200
Des Moines, IA 50309

Marion County
214 E Main St
Knoxville, IA 50138

Signed: _____

By: Andrew Collings
Title: MIPA Executive Director

Signed: _____

By: Mark Raymie
Title: Board of Supervisors Chair



5. Resolution 2024-89:

Marion County Official 2025 Employee Holiday Resolution



RESOLUTION # 2024-89

MARION COUNTY OFFICIAL 2025 EMPLOYEE HOLIDAY RESOLUTION

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

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

NOW THEREFORE BE IT RESOLVED BY THE MARION COUNTY BOARD OF SUPERVISORS the County authorizes the following days as Official 2025 Holidays:

January 1, 2025	Wednesday	New Year's Day
January 20, 2025	Monday	Martin Luther King Jr's Day
February 17, 2025	Monday	President's Day
May 26, 2025	Monday	Memorial Day
July 4, 2025	Friday	Independence Day
September 1, 2025	Monday	Labor Day
November 11, 2025	Tuesday	Veteran's Day
November 27, 2025	Thursday	Thanksgiving Day
November 28, 2025	Friday	Friday after Thanksgiving
December 25, 2025	Thursday	Christmas Day Floating Holiday

Passed and approved this 26th day of November 2024.

Chairman, Marion County Board of Supervisors

ATTEST: _____
Marion County Auditor

Seal



6. Public Hearing:

Proposed road segments in Otley, Iowa

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 segment of Jefferson Street, 60 ft. wide, being all that part lying between Blocks One and Two of the original plat of Otley, Marion County, Iowa, and lying between the northeasterly right-of-way line of Business Hwy. 163 and the southwesterly line of the previously vacated Chestnut Street right-of-way, being approximately 240 ft. in length. Said tract is subject to the rights of ingress and egress of any and all existing utilities and any easements of record.

And

A segment of alley, 16 ft. wide, located within Block One of the original plat of Otley, Marion County, Iowa, lying between the southeasterly right-of-way line of Keystone Street and the northwesterly right-of-way line of Jefferson Street, being approximately 264 ft. in length. Said tract is subject to the rights of ingress and egress of any and all existing utilities and any easements of record.

And

A segment of alley, 16 ft. wide, located within Block Two of the original plat of Otley, Marion County, Iowa, lying between the southeasterly right-of-way line of Jefferson Street and the northwesterly right-of-way line of Washington Street, being approximately 264 ft. in length. 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 26th day of November, 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



7. Resolution 2024-90:

Vacate Multiple Road Segments in the Original Plat of Otley, Iowa



RESOLUTION NO. 2024-90

Whereas, pursuant to Chapter 306, Code of Iowa, a public hearing was held at 9:00 AM on the 26th day of November, 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 segment of Jefferson Street, 60 ft. wide, being all that part lying between Blocks One and Two of the original plat of Otley, Marion County, Iowa, and lying between the northeasterly right-of-way line of Business Hwy. 163 and the southwesterly line of the previously vacated Chestnut Street right-of-way, being approximately 240 ft. in length. Said tract is subject to the rights of ingress and egress of any and all existing utilities and any easements of record.

And

A segment of alley, 16 ft. wide, located within Block One of the original plat of Otley, Marion County, Iowa, lying between the southeasterly right-of-way line of Keystone Street and the northwesterly right-of-way line of Jefferson Street, being approximately 264 ft. in length. Said tract is subject to the rights of ingress and egress of any and all existing utilities and any easements of record.

And

A segment of alley, 16 ft. wide, located within Block Two of the original plat of Otley, Marion County, Iowa, lying between the southeasterly right-of-way line of Jefferson Street and the northwesterly right-of-way line of Washington Street, being approximately 264 ft. in length. Said tract is subject to the rights of ingress and egress of any and all existing utilities and any easements of record.

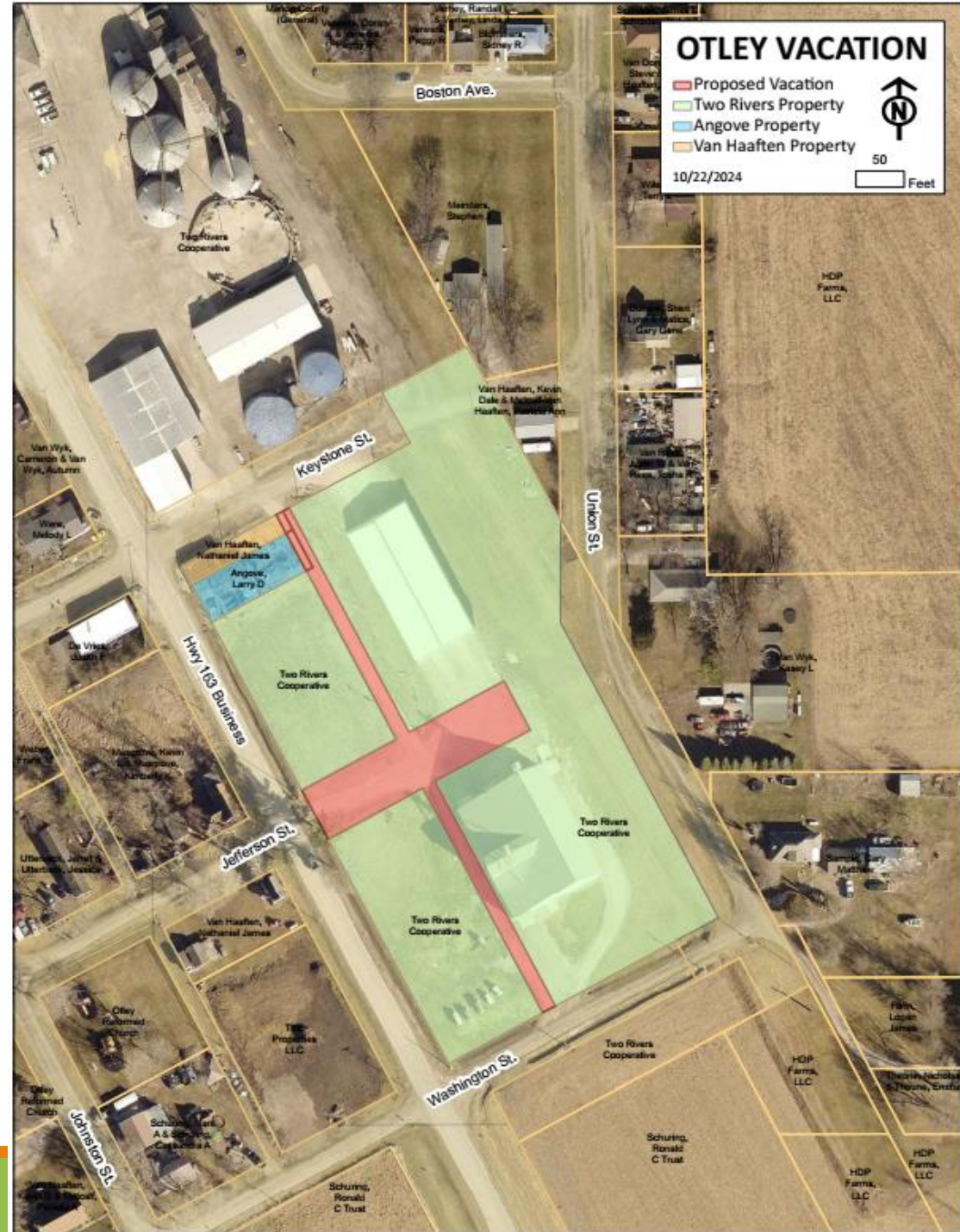
Be hereby vacated

Adopted this 26th day of November, 2024

Marion County Board Chair

Attest:

Jake Grandia
Auditor



8. Discussion/action:

Marion County EMS Advisory Council



9. Board of Supervisor Updates



VII. BOARD OF SUPERVISOR ADJOURNMENT

