



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/86212899299?pwd=mfjb6ahKpbtQVrod7FG80E5Kk8zLtl.1>

Meeting ID: 862 1289 9299

Passcode: 771860



MARION COUNTY BOARD OF SUPERVISORS REGULAR AGENDA

3014 E Main St, Knoxville, Iowa

December 10, 2024 9:00 A.M.



I. CALL TO ORDER AND ROLL CALL

Mark Raymie _____

Steve McCombs _____

Kisha Jahner _____



II. AGENDA

1. December 10, 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 12/10/2024.
2. Marion County Board of Supervisor Regular Minutes: 11/26/2024
3. Marion County Board of Supervisor 2024 General Election US Representative District 1 Recount Canvass Minutes: 11/27/2024
4. Marion County Employee Salary Adjustments. Complete list available in the Human Resource Office.



VI. BUSINESS:

1. Discussion/action:

Amended Memorandum of Understanding with Polk County regarding Mental Health Advocate Services



AMENDED MEMORANDUM OF UNDERSTANDING

THIS AMENDED 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, ~~Ms. Yeggy~~ has provided written notice to terminate the agreement effective January 2, 2025; and

WHEREAS, on ~~June 1, 2014~~ August 8, 2023 a most recent Agreement was entered between Polk County, Iowa and Brett Michael as Mr. Michael is appointed to serve as the On-Call Judicial Mental Health Advocate; and

WHEREAS, Polk County, Iowa now designates Mr. Michael as the Temporary Full-Time Judicial Mental Advocate/Designees until a permanent replacement can be found; 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 Heart of Iowa Mental Health and Disability Services Region (hereinafter "Heart of Iowa 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 Amended MOU shall be effective as of the date on which the final signature is affixed hereto. This Amended MOU shall continue in force until terminated as set forth in Paragraph 5 below.

POLK COUNTY RESPONSIBILITIES.

- Polk County shall establish and maintain an Agreement for Services with the JMHA, as appointed by the Polk County Board of Supervisors.
- 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.
- 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.
- 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.
- 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.
- Polk County shall supply the Advocate with required office supplies and equipment.
- Polk County shall bill Marion County, by way of the Heart of Iowa 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 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.

MARION COUNTY RESPONSIBILITIES.

- 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.
- 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 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.
- Marion County shall coordinate with the Heart of Iowa 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 Amended MOU effective as of the date on which the final signature is affixed hereto.

POLK COUNTY, IOWA

By: _____

Print Name: Amanda Cornsally

Title: Chair, Polk County Board of Supervisors

Date: _____

MARION COUNTY, IOWA

By: _____

Print Name: _____

Title: _____

Date: _____



2.

Discussion/Action: Eric Kress, Director of CIWD, Amendment to Central Iowa Chief Elected Officials Shared Liability Agreement



**AMENDMENT TO
CENTRAL IOWA CHIEF ELECTED OFFICIALS
SHARED LIABILITY AGREEMENT**

This Amendment to Central Iowa Chief Elected Officials Shared Liability Agreement (the “Amendment”) is made and entered into by and between the Boards of Supervisors of Boone, Dallas, Jasper, Madison, Marion, Polk, Story, and Warren Counties (the “Party” or “Parties”) as of the date of the last signature set forth below. Reference is made herein to that certain Central Iowa Chief Elected Officials Shared Liability Agreement entered into by and between the Parties (the “Agreement”). Capitalized terms used herein that are not otherwise defined shall have the meaning given to such terms in the Agreement.

WHEREAS, following the passage of the Workforce Innovation and Opportunity Act of 2014 (“WIOA”), the Parties wished to execute an agreement specifying the respective roles of the Parties in implementing WIOA; and

WHEREAS, by June 23, 2020, all Parties did enter into this Agreement to specify the respective roles of the Parties in implementing WIOA; and

WHEREAS, the local workforce development areas within the State of Iowa have been realigned since the Parties entered into the Agreement; and

WHEREAS, the counties of Boone, Dallas, Jasper, Madison, Marion, Polk, Story, and Warren continue to be recognized as a local workforce development area now known as the Central Iowa Local Workforce Development Area (“CILWDA”); and

WHEREAS, in order to assist in the administration of WIOA grant funds, WIOA permits the Parties to designate an entity to serve as a local grant subrecipient for such funds; and

WHEREAS, since the Parties entered into the Agreement, several identified operational and administrative changes necessitate amendments to the Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **CLEO DESIGNEE (SECTION 3, PARAGRAPHS F & G)**. Section 3, Paragraphs F & G are hereby amended to read as follows:

F. The CLEO or the CLEO’s designee shall act as duly authorized signatory for the CEOs/LWDB on all agreements, grants, or on any other document requiring a signature and duly approved by the CLEO, in order to be legally binding. The CLEO or the CLEO’s designee shall serve as the primary point

of contact for Iowa Workforce Development (IWD) in the dissemination of information to the CEOs and to the LWDB/CIWDB.

G. Consistent with Section 3, Paragraph F above, the CEOs may designate a duly authorized signatory for the CLEO and primary point of contact for IWD at any regular or special meeting of the CEO Board.

2. **JOINT MEETINGS (SECTION 3, PARAGRAPH L)**. Section 3, Paragraph L is hereby amended to read as follows:

L. CEOs will meet jointly with the LWDB/CIWDB as needed. Meetings will occur quarterly in the months of February, May, August and November.

3. **DESIGNATION OF LOCAL GRANT SUBRECIPIENT (SECTION 5, PARAGRAPHS C & D)**. Section 5, Paragraphs C & D are hereby amended to read as follows:

C. Serve as local grant recipient of WIOA funds.

D. Designate an entity as the Local Grant Subrecipient to serve as sub-recipient for WIOA funds, employ staff, provide all grant management services, oversee WIOA funding, implement programming, ensure compliance, and administer any other related responsibilities or functions as assigned by the CEO Board. The designation of a Fiscal Agent shall not absolve the Parties/CEOs of their collective liability for misspent WIOA funds.

4. **ALLOCATION OF LIABILITY (SECTION 6, PARAGRAPH B)**. Section 6, Paragraph B is hereby amended to read as follows:

B. In the event WIOA fund expenditures are disallowed and Parties/CEOs are unsuccessful at obtaining repayment from the entity responsible for incurring the disallowed cost or the Fiscal Agent, each Party shall be responsible for a portion of any such liability. The apportionment shall be divided per capita between the eight counties in the LWDA identified as Parties to this Agreement.

5. **BOARD APPOINTMENT REQUIREMENTS (SECTION 8, PARAGRAPH B, SUBPARAGRAPH 7)**. Section 8, Paragraph B, Subparagraph 7 is hereby amended to read as follows:

7. CEOs shall appoint members to ensure overall members of the LWDB, excluding the Wagner Pevser Act and Vocational Rehabilitation representatives, is balanced by political affiliation. After applying the exclusions, no more than one half plus one of the remaining board members will be composed of any one political party.

6. **INSURANCE COVERAGE (SECTION 9)**. Unnumbered Paragraph 1 of Section 9 is hereby amended to read as follows:

The Parties of this Agreement agree that the Central Iowa Workforce Development Board shall purchase such insurance as is necessary to fully insure the Chief Elected Official Board and indemnify its member counties, their elected officials or designees and the signatories to this Agreement and save them harmless from all suits, actions, damages, liability and expense in

connection with any misuse of grant funds allocated to the local area under sections 128 and 133 of the Workforce Innovation and Opportunity Act arising wholly or in part by any act or omission of the Chief Elected Official Board, the LWDB/CIWDB or any of its members, the-fiscal agent or local grant subrecipient or any of its members, their agents, contractors, employees, servants, invitees, licensees or concessionaires, and from all reasonable attorney's fees and other costs of defending any such suit or action. Insurance policies to be purchased and maintained shall name Central Iowa Workforce Development Board and the Chief Elected Official Board members as insureds, and shall include, but not be limited to, coverage for directors' and officers' liability, crimes committed, professional liability, general liability, sexual abuse, worker's compensation, automobile and fiduciaries liability.

7. **LOCAL GRANT SUBRECIPIENT (SECTION 10).** The Section Heading and Unnumbered Paragraph 1 of Section 10 are hereby amended to read as follows:

10. DESIGNATION OF LOCAL GRANT SUBRECIPIENT

WIOA requires the CEOs to serve as the local grant recipient for all WIOA Title I funds and to enter into a grant relationship with the State. Under a majority decision CEOs may also elect through majority vote to designate a local grant subrecipient (Local Grant Subrecipient) to administer these funds and to fulfill the role of grant sub-recipient. Even if CEOs designate a grant sub- recipient or fiscal agent, they remain liable for any misused funds and for expenditures that are determined unallowable under WIOA. The Local Grant Subrecipient will administer all responsibilities or functions as assigned by the CEO Board, including but not limited to:

8. **LOCAL WORKFORCE DEVELOPMENT AREA TERMINOLOGY.** Wherever in the Agreement the terms "Local Workforce Development Area 11" or "LWDA 11" appear, the terms shall be replaced with the terms "Central Iowa Local Workforce Development Area" or "CILWDA."

9. **FISCAL AGENT TERMINOLOGY.** Wherever in the Agreement the capitalized term "Fiscal Agent" appears, the term shall be replaced with the capitalized term "Local Grant Subrecipient," as contemplated by Section 10 of the Agreement as amended herein.

10. **TITLE OF AGREEMENT.** The title of the Agreement is hereby amended as follows:

**CENTRAL IOWA CHIEF ELECTED OFFICIALS SHARED
LIABILITY 28E AGREEMENT**

11. **MISSPENT FUNDS OR DISALLOWED COSTS – TRANSITION PROVISION.** For the avoidance of doubt, and as it relates to the amendment to Section 6, Paragraph B herein, the Parties expressly state their understanding that in the event WIOA fund expenditures are determined to a disallowed cost after the Agreement is amended, for expenditures made on or before this Agreement is amended, the Parties shall be responsible for a portion of any such resulting liability under Section 6, Paragraph B on an equal, not per capita, basis.

12. **MISCELLANEOUS.** Except as expressly modified or amended herein, all other terms, provisions and conditions of the Agreement shall remain unmodified and in full force and effect.

This Amendment may be executed by facsimile or electronic transmission and in counterparts, in which such case, such faxed or electronically transmitted signatures shall be deemed originals and all such counterparts, when taken together, shall be deemed a single instrument.

[SIGNATURES ON FOLLOWING PAGES]

3. Resolution 2024-94:

To Establish The Marion County Emergency Medical Services System
Advisory Council and Approve Members



RESOLUTION NO. 2024-94

RESOLUTION TO ESTABLISH THE MARION COUNTY EMERGENCY MEDICAL SERVICES SYSTEM ADVISORY COUNCIL AND APPROVE MEMBERS

Iowa Code chapter 422D authorizes a county board of supervisors to submit to the voters a proposal to impose a tax to support the provision of emergency medical services (EMS) within the county; and

WHEREAS, before such proposal may be submitted to the voters, the Board of Supervisors must adopt a resolution declaring EMS to be an essential county service; and

WHEREAS, on the 10th day of September, 2024, the Board of Supervisors finally approved the resolution declaring EMS to be an essential county service; and

WHEREAS, the County must coordinate efforts with local emergency medical services agencies to establish a county emergency medical services system advisory council to assist in researching and assessing the service needs of the county and guiding implementation of services in the county; and

WHEREAS, the Board proposes to approve the individuals listed in Exhibit A attached and incorporated hereto as the members of the Marion County Emergency Medical Services System Advisory Council.

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

Section 1. That this Board hereby establishes the Marion County Emergency Medical Services Advisory Council.

Section 2. That this Board hereby approves the individuals listed in Exhibit A, attached and incorporated hereto, as the members of the Marion County Emergency Medical Services Advisory Council.

Section 3. That if any such member shall be unavailable or unable to attend one or more meetings of the Council, they shall be permitted to designate an alternate member to appear and act in their place.

PASSED AND APPROVED on first consideration this ____ day of _____, 2024.

| | |
|-------------------------|--|
| | |
| | _____ Chairperson, Board of Supervisors |
| ATTEST: | |
| _____ County Auditor | |



Marion County EMS Advisory Council

Chair of the Council/Program Administrator- Marion County EMA, Jeff Anderson

EMS Services each with a vote (11 votes)

Pella EMS, Greg Higginbotham
Indiana Township FD, Steve Watson
Bussey FD, Brian DesPlanque
Pleasantville, Jordan VanNess
Melcher-Dallas, Laurie Goff
Knoxville FD, Cal Wyman
Columbia FD, Darcy Juline
Clay Township FD, Nate Crozier
Monroe Fire, Gerald Malone
Prairie City, Jody Van Der Kamp
Camp Township FD, Craig Thompson

Elected City representative with a vote (5 votes)

City of Pella, Don Deward
City of Knoxville, Brian Hatch
City of Pleasantville, Aaron Hurt
City of Bussey, Larry Pinegar
City of Melcher-Dallas, Terry Fisher

Elected County Repetitive with a vote (6 votes)

Marion County Township District 1 (Central), Tom Raemaker
Marion County Township District 2 (North East), Steve Van Wyk
Marion County Township District 3 (South East) Curt Lambirth
Marion County Township District 4 (North West), Aubrey Buress
Marion County Township District 5 (South West), Curt Seddon

Non-Voting participants

Marion County Supervisor Steve McCombs
Marion County Sherriff
Marion County Sherriff Dispatch
Pella PD Dispatch
Dr. Logan Miller EMS Service Director
Pella Hospital
Knoxville Hospital- Jan Myers



4. Appointment:

Marion County Zoning Commission

- Kelly Mitchell – To Fill Vacancy term ending 12/31/2027



5. Reappointments: Marion County Zoning

- Zoning Commission – Keith Davis - term ending 12/31/2029
- Board of Adjustment – Dale Miller – term ending 12/31/2029
- Board of Adjustment – Loren Van Wyk – term ending 12/31/2029



6. Resolution 2024-91:

MIPA Memorandum of Agreement Contracted “On-Demand” Services



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,

at the County's direction, attend official County meetings and be available for questions.

- 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



7. Resolution 2024-92:

Assign County Held Tax Sale 2023-63001 to the City of Harvey
– Parcel 01372-001-00



**RESOLUTION 2024-92 TO ASSIGN TAX SALE CERTIFICATE
NUMBER 2023-63001**

WHEREAS, Marion County, Iowa, is the owner and holder of Tax Sale Certificate number 2023-63001 for the following described parcel, and

WHEREAS, delinquent taxes have continued to accrue against said parcels, and,

WHEREAS, The City of Harvey has consented to sign an Agreement for Assignment of Marion County Tax Sale Certificate number 2023-63001,

WHEREAS, The City of Harvey, has agreed per the request of the Treasurer to pay the assignment fee of \$0, in order that the said Tax Sale Certificate may be assigned to The City of Harvey,

WHEREAS, the authority for assignment of county held Tax Sale Certificates rests with the Board of Supervisors,

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Marion County, Iowa, that the Chairperson of the Board of Supervisors is authorized to assign the following Tax Sale Certificate to City of Harvey.

TAX SALE ASSIGNMENT

Tax Sale Certificate: 2023-63001

Acquired: June 26, 2023

Parcel: 137200100

Legal Description:

Commencing at a point 113 feet North of the Southwest Corner of the Southeast Quarter of the Southwest Quarter of Section 3, Township 75 North, Range 18 West of the 5th P.M., running thence North to the right of way of the Wabash R.R.Co., Thence in a Southeasterly direction along the right of way of said Wabash R.R.Co., to a point 113 feet North of the South line of said forty, thence West to the place of beginning.

Taxes for Previous Assessment Years: \$ Abate

Subsequent Tax Amount: \$

Additional to be Apportioned \$

Assignment Fee: \$

Grand Total: \$0.00



8. Resolution 2024-93:

Assign County Held Tax Sale 2023-63002 to the City of Harvey – Parcel
01105-000-00



**RESOLUTION 2024-93 TO ASSIGN TAX SALE CERTIFICATE
NUMBER 2023-63002**

WHEREAS, Marion County, Iowa, is the owner and holder of Tax Sale Certificate number 2023-63002 for the following described parcel, and

WHEREAS, delinquent taxes have continued to accrue against said parcels, and,

WHEREAS, The City of Harvey has consented to sign an Agreement for Assignment of Marion County Tax Sale Certificate number 2023-63002,

WHEREAS, The City of Harvey, has agreed per the request of the Treasurer to pay the assignment fee of \$0, in order that the said Tax Sale Certificate may be assigned to The City of Harvey,

WHEREAS, the authority for assignment of county held Tax Sale Certificates rests with the Board of Supervisors,

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Marion County, Iowa, that the Chairperson of the Board of Supervisors is authorized to assign the following Tax Sale Certificate to City of Harvey.

TAX SALE ASSIGNMENT

Tax Sale Certificate: 2023-63002

Acquired: June 26, 2023

Parcel: 110500000

Legal Description:

Lots Five (5) and Six (6) in Block Five (5) in the Original Town of Harvey, Iowa and The W ½ of the alley located in the center of Block 5 in the Original Addition to the Town of Harvey, Marion County, South 16 feet more or less to the Northwest corner of Lot 5 in said Block 5, thence East to the Northeast corner of Lot 8 in said Block, thence North 16 feet more or less to the Southeast corner of Lot 1 in Block 5, thence West to the point of the beginning.

Taxes for Previous Assessment Years: \$ Abate

Subsequent Tax Amount: \$

Additional to be Apportioned: \$

Assignment Fee: \$

Grand Total: \$0.00



9.

Discussion/Action: Marion County Truck Engine Brake Ordinance



10.

Appointment: Marion County Board of Health

-Nicole Steddom – term 1/1/2025 – 12/31/2027

-Dr Tim Mc Coy – to fill term ending 12/31/2025



11. Board of Supervisor Updates



12. Closed Session

- a. Authorize: Closed Session pursuant to Iowa Code Chapter 21.5(1)(c)
- b. Reconvene from Closed Session
- c. Action as necessary from Closed Session

VII. BOARD OF SUPERVISOR ADJOURNMENT

