



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/82176817248?pwd=FAXtaaU6Wl8FNmEw8a5RmGzNaGiaCb.1>

Meeting ID: 821 7681 7248

Passcode: 105974



MARION COUNTY BOARD OF SUPERVISORS REGULAR AGENDA

3014 E Main St, Knoxville, Iowa

January 14, 2025, 9:00 A.M.



I. CALL TO ORDER, PLEDGE OF ALLEGIANCE AND
ROLL CALL

Steve McCombs_____

Kisha Jahner_____

Jim Mueller_____



II. AGENDA

1. January 14, 2025 - 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 1/14/2025.
2. Marion County Board of Supervisor Regular Minutes: 12/24/2024
3. Marion County Employee Salary Adjustments. Complete list available in the Human Resource Office.



VI. BUSINESS – Discussion and/or Action:

1. Agreement for Lobbying Services – Skinner & Paschke, PLLC – 1.1.2025
– 12.31.2025



AGREEMENT FOR LOBBYING SERVICES

Marion County Board of Supervisors, (hereinafter "Marion County BOS") hereby enters into an Agreement with Skinner & Paschke, PLLC (hereinafter "Firm") for lobbying services as described in this Agreement. Kelly Verwers Meyers shall serve as the primary lobbyist and contact. Lobbying services may be performed by any member of the Firm.

- Services To Be Rendered.** The Firm shall monitor legislative activity in the Iowa General Assembly and the activity of the executive offices and agencies of the State of Iowa for bills and amendments which affect or relate to tax policies and their impact to Marion County, local option sales tax (LOST), tax increment financing (TIF), and economic development opportunities; as well as work proactively to advance legislation to address regulatory oversight for non-coal mines and reclamation of sinkholes. All pending and proposed legislation which may directly or indirectly have an impact on Marion County BOS, together with any and all reports or other information in regard thereto, shall be provided in a timely manner, as directed, to Marion County BOS. The Firm will meet with and/or report to Marion County BOS on a regular basis on activities of the General Assembly, the executive offices or agencies that are relevant to identified concerns and objectives.
- Term.** The term of this Agreement shall be from January 1, 2025 through December 31, 2025.
- Compensation.** Marion County BOS agrees to pay an annual fee of \$30,000 for lobbying services provided by the Firm. This fee shall be paid quarterly and invoices shall be sent January 1, 2025, April 1, 2025, July 1, 2025 and October 1, 2025.
- Expenses.** The Firm shall be responsible for all usual and ordinary expenses incurred in connection with the performance of their services, including any travel, telephone, facsimile, postage, and duplicating costs. If the Firm determines that expenses are of an extraordinary or unusual nature and are necessary to adequately represent Marion County BOS as contemplated by this Agreement, the Firm shall request prior approval of any such expenditures and submit such documentation required by Marion County BOS for reimbursement.
- Independent Contractor.** The Firm's status on all matters pursuant to this Agreement shall be that of an "independent contractor", which term shall include all partners, shareholders, members, employees, representatives, subcontractors and experts affiliated with the Firm.
- Notices.** Any formal notices required herein shall be sent by regular mail to the addresses identified in this Agreement.

Firm
Contact
Address
City, State ZIP
Phone Number

Skinner & Paschke, PLLC
Kelly Verwers Meyers
1454 30th Street, Suite 102
West Des Moines, Iowa 50266
515-987-0022

EMAIL

kelly@splawiaowa.com

- Confidentiality.** This Agreement does not require the Firm to provide legal services to Marion County BOS beyond the services identified but does create a confidential relationship between the Firm and Marion County BOS. The Firm shall not disclose such confidential information to any person or entity other than as expressly authorized by Marion County BOS.
- No Competing Representation.** The Firm shall not, without the prior written consent of Marion County BOS, represent any person or entity or lobby any matter before the Iowa General Assembly or the executive offices or administrative agencies of the State of Iowa which would be competitive or inconsistent with any position or policy Marion County BOS has taken or may expect to take, as solely determined by the Marion County BOS. The Firm has attached and disclosed in writing all lobbying clients and all known conflicts and potential conflicts of interest that exist as of the date of this Agreement. Going forward, the Firm will disclose any potential conflicts and Marion County will determine whether a conflict of interest exists and whether that conflict is irredeemable.
- Compliance With Laws.** The Firm will comply with all applicable lobbying laws and regulations and will provide to Marion County BOS, as requested, a copy of all lobbying disclosure reports which reflect lobbying activities and expenses related to Marion County BOS, and any other information necessary for Marion County BOS to comply with State lobbying laws and regulations.
- No Subcontracting.** All services requested by Marion County BOS for performance by the Firm pursuant to this Agreement shall not be subcontracted in whole or in part without the prior written consent of Marion County BOS.

This Agreement shall be governed, construed, and interpreted under the laws of the State of Iowa.

SKINNER & PASCHKE, PLLC

MARION COUNTY BOARD OF SUPERVISORS

By: _____
Kelly Verwers Meyers - Lobbyist

By: _____

Date

Date



CONFLICTS OF INTEREST

Skinner & Paschke, PLLC represents the following clients as of January 1, 2025:

Alamo
Enterprise Rent-A-Car
National Rent-A -Car
Heartland Carwash Association
Iowa Association for Justice
Iowa Association for Behavior Analysis
Iowa Peace Officers Association
Iowa County Attorney's Association
Iowa State Education Association
Justice Not Politics
Pfizer
Prairie Meadows Racetrack & Casino
Revelton Distilling Co.

Skinner & Paschke, PLLC has identified the following potential conflicts:

1. Any legislation to limit or eliminate county compensation boards.
2. School funding and any legislation that would negatively impact school financing.



2. Marion County Treasurer Semi-Annual Report 7.1.2024 – 12.31.2024



Certification Date January 1, 2025

Michaela Bigaouette, Treasurer-Marion County Treasurer, Knoxville, IA
For the period from July 1, 2024 - December 31, 2024, Inclusive
Statement of Account By Fund

Fund	Balance July 1, 2024	Revenues	Total to be Accounted for	Disbursements	Fund Balance December 31, 2024	Auditor's Warrants Outstanding
01 GENERAL FUND	8,395,237.74	6,537,033.08	14,932,270.82	5,537,163.76	9,395,107.06	57,834.77
02 GENERAL SUPPLEMENTAL	4,321,359.53	2,468,514.95	6,789,874.48	2,849,925.30	3,939,949.18	23,453.97
03 RURAL SERVICES BASIC	1,210,255.16	2,106,917.30	3,317,172.46	2,230,666.61	1,086,505.85	987.79
04 LOCAL OPTION SALES/SERVICE TAX	2,677,672.25	488,461.14	3,166,133.39	700,862.84	2,465,270.55	.00
05 SECONDARY ROAD	4,272,234.79	4,366,275.19	8,638,509.98	5,046,305.95	3,592,204.03	142,693.81
06 LOSST RECEIVING FUND	.00	407,565.13	407,565.13	407,565.13	.00	.00
10 MH-DD SERVICES FUND	.00	.00	.00	.00	.00	.00
11 CO. ASSISTANCE	46,309.24	80.00	46,389.24	15,342.89	31,046.35	.00
13 DEBT SERVICE	1,561,533.28	130,050.80	1,691,584.08	208,532.42	1,483,051.66	.00
15 RURAL SERVICES SUPPLEMENTAL	.00	.00	.00	69.60	69.60	.00
20 TOWNSHIP CONTROL	7,386.99	473,203.92	480,590.91	473,824.26	6,766.65	.00
21 CORPORATION CONTROL	111,460.22	8,711,490.48	8,822,950.70	8,701,865.78	121,084.92	.00
22 SCHOOL CONTROL	199,140.23	17,202,599.82	17,401,740.05	17,143,370.89	258,369.16	.00
23 AREA SCHOOL CONTROL	9,577.13	851,782.83	861,359.96	848,133.00	13,226.96	.00
25 MONROE BENEFITTED FIRE	.00	11.63	11.63	11.63	.00	.00
26 PRAIRIE CITY BENEFITTED FIRE	16.97	2,537.44	2,554.41	2,455.26	99.15	.00
27 S E POLK BENEFITTED FIRE	1.82	352.46	354.28	354.28	.00	.00
29 CO. AG. EXTENSION	2,226.08	189,674.11	191,900.19	188,978.70	2,921.49	.00
30 CO. CONSERVATION TRUST	718,448.11	56,230.28	774,678.39	2,782.50	771,895.89	.00
31 CO. ASSESSOR	104,575.18	314,661.56	419,236.74	255,678.86	163,557.88	2,318.73
32 MOTOR VEHICLE TRUST	651,527.83	4,208,860.79	4,860,388.62	4,043,884.22	816,504.40	.00
33 USE TAX TRUST	515,531.89	2,745,866.28	3,261,398.17	2,795,320.66	466,077.51	.00
34 CITY SPECIAL ASSESS, PROJECT C	1,843.00	43,253.50	45,096.50	42,340.50	2,756.00	.00
35 TAX REDEMPTION TRUST	.00	180,420.82	180,420.82	180,420.82	.00	.00
36 CHORE SERVICE	.00	.00	.00	.00	.00	.00
38 ELDERLY NUTRITION	13,631.46	11,469.92	25,101.38	14,852.80	10,248.58	2,905.00
39 EMERGENCY MEDICAL SERVICE	3,466.59	.00	3,466.59	.00	3,466.59	.00
40 REAP -RESOURCE ENHANCEMENT ACC	62,911.89	15,587.23	78,499.12	.00	78,499.12	.00
43 TRAVIS TRUST	99,411.17	879.98	100,291.15	30,000.00	70,291.15	.00
45 STATE LEVY	23.05	2,038.17	2,061.22	2,030.03	31.19	.00
47 ADVANCE TAX	70,072.05	39,192.41	109,264.46	90,238.71	19,025.75	.00
50 PIONEER CEMETERY COMMISSION	22,711.42	.00	22,711.42	519.00	22,192.42	.00
51 LAW ENFORCEMENT MEMORIAL FUNDS	8,672.06	6.49	8,678.55	808.66	7,869.89	.00
52 CIVIL SERVICE FUND	886.73	.00	886.73	.00	886.73	.00
53 CAPITAL IMPROVEMENTS FUND	730,609.98	20,730.67	751,340.65	.00	751,340.65	.00
54 AMERICAN RESCUE PLAN FUND	3,563,503.35	58,648.13	3,622,151.48	2,911,818.33	710,333.15	100,489.60
55 MHDS GENERAL SUB-FUND	.00	.00	.00	.00	.00	.00
57 OPIOID ABATEMENT FUND	440,323.04	115,894.43	556,217.47	.00	556,217.47	.00
58 E911 SURCHARGE	480,976.22	147,535.38	628,511.60	160,575.81	467,935.79	18,430.55
60 JAIL CANTEEN	171,402.10	.00	171,402.10	.00	171,402.10	.00
61 VETERANS AFFAIRS (SPECIAL)	.00	.00	.00	.00	.00	.00
64 VA BOND	.00	.00	.00	.00	.00	.00
66 ADKINS BOND	1,312,390.58	6,522.93	1,318,913.51	1,299,107.52	19,805.99	.00
67 PRAIRIE RIDGE	.00	.00	.00	.00	.00	.00
68 RECORDER'S RECORDS MANAGEMENT	26,032.36	2,594.23	28,626.59	12,808.35	15,818.24	.00
73 EMERGENCY MANAGEMENT	12,339.40	16,105.90	28,445.30	136,971.44	108,526.14	1,519.39
75 SHERIFF RESERVE OFFICER ACCT	22,857.40	10,496.25	33,353.65	3,056.81	30,296.84	235.00
77 DRIVER'S LICENSE	.00	25,590.00	25,590.00	25,590.00	.00	.00
79 ANATOMICAL GIFT DONATIONS	104.00	562.28	666.28	631.28	35.00	.00



Certification Date January 1, 2025

Michaela Bigaouette, Treasurer-Marion County Treasurer, Knoxville, IA
For the period from July 1, 2024 - December 31, 2024, Inclusive
Statement of Account By Fund

Fund	Balance July 1, 2024	Revenues	Total to be Accounted for	Disbursements	Fund Balance December 31, 2024	Auditor's Warrants Outstanding
80 RECORDER ELECTRONIC FEE FUND	883.00	2,480.00	3,363.00	2,850.00	513.00	.00
81 ATTORNEY FORFEITURE FUNDS	4,316.49	4,837.18	9,153.67	.00	9,153.67	.00
82 SHERIFF FORFEITURE	53,197.21	.00	53,197.21	.00	53,197.21	.00
83 COURTHOUSE SECURITY	234,204.66	11,463.48	245,668.14	.00	245,668.14	.00
84 COUNTY ATTY RECOVERY FEES	55,087.16	3,438.56	58,525.72	.00	58,525.72	.00
	32,196,350.81	51,981,917.13	84,178,267.94	56,367,714.60	27,810,553.34	350,868.61

Receipts and Disbursements

Revenue

1000 Current Net Property Taxes	33,793,793.89
1010 Delinquent Property Taxes	1,170.00
1100 Penalties & Interest-Current	22,050.00
1110 Penalty/Int - Delinquent Tax	159.00
1120 Penalty/Int - Mobile Home	486.00
1200 Mobile Home Tax	37,415.60
1240 Grain Tax	597.00
1310 E911 Surcharge	129,522.22
1320 LOSST Tax	976,922.26
1600 Utility Replacement	434,537.50
1700 Hotel/Motel Excise Tax	2,935.29
2000 Road Use Taxes	2,754,069.91
2100 Homestead Replacement	598,412.56
2120 Disabled Veterans Hmstd Repl	228,097.44
2130 Ag Land Replacement	241,995.19
2240 Two Tier Replacement	591,428.85
2270 Comm & Ind Replacement	128,485.72
2332 Immunization Grant	9,866.27
2342 DHS Admin Reimbursement	18,184.26
2501 Contract Law Enforcement	113,870.88
2502 Care of Prisoners	61,431.07
2571 Elections	14,773.56
2594 Misc Cont & Reimb Other Govts	425,896.92
2623 Public Health Nurses Grant	472,029.60
2627 Veterans Affairs Allocation	10,000.00
2651 R.E.A.P.	15,213.00
2671 Transfer of Jurisdiction Funds	11,582.56
2741 Misc St. Grants & Reimburse	73,841.71
2800 Watershed Protect & Flood Prev	21,355.46
2900 Federal	151,761.40
3000 Beer Permits	1,751.89
3200 Building Permits	3,800.00
3310 Sewage Dispos/Septic TK Permit	14,800.00
3320 Water Well Permits	275.00
3505 All Systems Overweight Permit	10,606.03
3590 Other Misc Licenses & Permits	5,300.00
4000 Recording of Instruments	55,710.00
4010 Snowmobile ATV Title & Liens	1,175.00



Certification Date January 1, 2025

Michaela Bigaouette, Treasurer-Marion County Treasurer, Knoxville, IA
For the period from July 1, 2024 - December 31, 2024, Inclusive
Statement of Account By Fund

4020 Boat Title & Liens	265.00
4030 Hunting/Fishing/Fur Write Fees	309.00
4040 Real Estate Revenue Tax	43,282.59
4070 ATV/Snow/Boat Write Fees	2,912.00
4100 Auditor's Transfer Fees & Cot	4,125.00
4130 Vital Statistics Fees	3,500.00
4140 Document Management Fees	2,480.00
4150 Passports Fees	18,811.50
4160 Electronic Transaction Fee	2,480.00
4200 Tax Sale Publication Costs	315.00
4210 Auto Registration Fees	176,790.02
4215 Dept of Rev Debt Collections	103.54
4216 Clerk Court Debt Collections	518.66
4220 Auto Use Tax Fees	3,751.75
4250 Motor Vehicle Mailing Fees	22,425.29
4260 Special Assessment Charge	405.00
4270 NSF Check Charge	325.00
4280 Drivers License Fees	29,091.00
4285 DL Fees - Out of County	1,000.00
4290 Anatomical Gift Rev.-Co. Share	562.28
4300 Civil Penalty Processing Fees	190.00
4400 Sheriff Fees	42,673.67
4410 Weapons Permits	5,085.00
4430 Prisoner Reimb/Work Release Fe	200.00
4440 Prisoner Room & Board Reimb	19,195.79
5000 Zoning & Subdivision Fees	2,025.00
5010 Plat Book Fees	80.00
5090 Other General Govt. Fees	8.00
5200 Camping Fees	294,181.41
5230 Recreational Facility Rentals	63,802.56
5290 Other Recreational Fees	28,392.38
5500 Photocopy/Fax Fees	2,064.55
5590 Other Miscellaneous Fees	32,053.49
6000 Interest on Investments	643,550.60
6100 Land	6,975.00
8090 Driveways	1,804.12
8100 Contributions/Donations	8,005.75
8120 Opioid Settlement	105,854.01
8330 Secondary Road Materials	2,293.74
8435 Comp - Damage to Co Property	14,489.36
8490 Miscellaneous	33,431.95
8500 Violation of Co. Ordin. Fines	26,116.22
8501 County Violation Surcharge	25.80
8502 Co Atty Recovery Fees	67,622.28
8590 Forfeitures - County Share	4,837.18
9020 Rural Service Basic Fund	1,557,535.00
9200 Sales-Gen. Fixed Assets	28,107.00
16100 Motor Vehicle Lic. Issued	4,208,238.59
16200 Use Tax Collected	2,745,866.28
16270 Driver's License-County Share	25,590.00
16300 Sp. Assessments Collected	43,253.50



Certification Date January 1, 2025
Michaela Bigaouette, Treasurer-Marion County Treasurer, Knoxville, IA
For the period from July 1, 2024 - December 31, 2024, Inclusive
Statement of Account By Fund

16600 Tax Sale Redemption	180,420.82
16660 Real Estate Advanced Payments	39,192.41
Total Revenue	51,981,917.13

Other Financing Sources In	1,561,535.00
Other Financing Sources Out	4,000.00

Expense	
10300 Operating Transfers	1,557,535.00
20000 Auditors Warrants Paid	19,860,314.45
GENERAL BASIC FUND	5,537,163.76
LAW ENFORCEMENT MEMORIAL FUND	808.66
AMERICA RESCUE PLAN FUND	2,911,818.33
GENERAL SUPPLEMENTAL FUND	2,849,925.30
PIONEER CEMETERY COMMISSION	519.00
RURAL SERVICES BASIC FUND	673,131.61
RURAL SERVICES SUPP. FUND	69.60
SHERIFF RESERVE OFFICER FUND	3,056.81
RECORDER RECORDS MANAGEMENT	12,808.35
SECONDARY ROAD FUND	5,046,305.95
COUNTY GOVT ASSISTANCE	15,342.89
LOCAL OPTION SALES & SERVICES	700,862.84
BONDS - ADKINS PROJECT	1,299,107.52
MARION COUNTY DEBT SERVICE	208,532.42
E911 SURCHARGE	160,575.81
COUNTY CONSERVATION TRUST FUND	2,782.50
COUNTY ASSESSOR AGENCY FUND	255,678.86
ELDERLY NUTRITION	14,852.80
TRAVIS TRUST	30,000.00
EMERGENCY MANAGEMENT	136,971.44
Drainage Funds	.00
20800 M.V. Fees Paid to State	3,836,381.00
20810 M.V. Fees Paid to Gen Basic	176,790.02
20900 Use Tax Paid to State	2,791,568.91
20910 Use Tax Paid to Gen Basic	3,751.75
21000 Paid by Treasurer Check	591,269.46
21200 Treas Orders - by Computer	27,404,184.30
21600 Advanced Payments Dispersed	90,238.71
22100 Driver's License Fees/Deposit	25,590.00
22110 Driver's License Fees/County	30,091.00
Total Expense	56,367,714.60

Knoxville, IA 50138
January 1, 2025 Balance on Hand \$27,810,553.34

I, Michaela Bigaouette, Treasurer of Marion County Treasurer,
do hereby certify that the report given is a correct summary of the
business transacted by me as said during the period therein specified.


Marion County Treasurer



3. Marion County Treasurer – Updated City of Pella Driver’s License Lease Agreement 24-25



LEASE – BUSINESS PROPERTY

THIS LEASE AGREEMENT, executed in duplicate, made and entered into this 1st day of January, 2025, 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 1st day of January, 2025, and ending at midnight on the last day of the lease term which shall be on the 30th day of June, 2025, 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: \$0 for term of lease, in advance, said rental payment becoming due on the 1st day of January 2025. 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 _____.



4. Public Health – Mental Health Advocate Position



Mental Health Advocate Job Description

General Statement: The Code of Iowa, section 229.19, governs the MH Advocate position. The District Court, in each county with a population of less than 300,000 persons, is required to appoint a mental health advocate to represent the interests of clients involuntarily hospitalized by the Court. The advocate is to act as the support person for all persons in their assigned county involved in involuntary hospitalization proceedings and their follow-up treatment. The advocate's responsibilities begin when notice is received in compliance with Code section 229.9A.

Primary Duties: For each person the advocate is assigned to, the advocate is required by law to perform the activities listed below. This is an overall list, not one fully descriptive of every detail of what the MH advocate's responsibilities are.

- (a) Each Advocate shall be readily accessible to communication from the Individual and shall initiate contact within 5 days of the Individual's commitment. Advocate shall inform the Individual regarding the role of Advocate.
- (b) Each Advocate shall meet the Individual in person within 15 days of the Individual's commitment. Advocate shall present the county grievance procedure process, in writing, to the Individual. The presentation shall include the county grievance procedure and contact information and the contact information for the citizens' aide/ombudsman. Advocate shall inform the Individual about the mental health crisis services that are available.
- (c) Each Advocate shall review each report submitted to the court and communicate with the Individual's medical and treatment team. Advocate shall abide by all federal, state, and local confidentiality laws.
- (d) Each Advocate shall file required reports with the court.
- (e) Each Advocate shall maintain an organized confidential and secure file for each Individual served. The file shall contain but not be limited to:
 - i. Copies of reports submitted to the court.
 - ii. Copies of correspondence sent to and received from the Individual, family members, providers and others.
 - iii. Releases of information.
 - iv. Case notes describing the date, time and type of contact with the Individuals or others and a brief narrative summary of the content or outcome of the contact.
 - v. Documents filed with the court electronically shall be considered as part of the Individual's file.
- (f) Each Advocate shall register as provided in Iowa Ct. R. 16.305(1) to participate in the court's electronic document management system and shall submit all documents to be filed with the court electronically. The documents will be stored

as electronic records that are retrievable and readable through the electronic document management system.

- (g) Each Advocate shall comply with all county policies and procedures, including but not limited to hiring, supervision, grievance procedures, and training.
- (h) Complete Regional CSN Training and enter, update and maintain complete and accurate CSN files.

Related Duties:

- Review all documents for necessary action. The advocate should contact any medical personnel and any appropriate service agencies involved for any needed clarification or questions.
- Safeguarding the client's rights and interests as well as informing the client of their responsibilities, including but not limited to the following activities:
 - a. Act as a spokesperson for the client;
 - b. Negotiate between the client and the treatment team when communication is broken or otherwise requires clarification, or a violation of a client's right(s) occurs or is alleged;
 - c. Act as a liaison between the treatment team and the individual;
 - d. Act as a liaison between the treatment team and the Court which ordered the treatment;
 - e. Facilitate understanding of client rights and strengthen relationships among the various persons and agencies responsible for the care of the mentally ill; and
 - f. Review with the client their responsibilities under commitment and consequences of actions or lack thereof.
- Collaborate with the Court as appropriate, including to:
 - a. Advise the Court when needed to properly safeguard the client's interest and legal rights; and
 - b. Assist the Clerk in tracking and locating clients and physician's reports;
- Attend subsequent hearings.
- Travel to the appropriate facilities or locations for required and periodic client visits.
- Perform administrative duties including, but not limited to, preparing reports and claims, maintaining client files, providing information and referrals, attending meetings, conferences or seminars related to the advocate's duties (Attendance at conferences or seminars shall be approved in advance by the MHDS Region);
- Perform other related advocate services or actions within the scope of Iowa Code Section 229.19 service to clients.



- a. Assist the Court in its attempts to locate clients (e.g., returned mail, moves, etc.);
 - b. Provide case coordination services for clients without a case manager or similarly assigned individual (e.g., county social worker, etc.); and
 - c. Make referral to treatment/service providers and other social service agencies, e.g., MHDS Region, case management, community supportive living, Social Security Administration, etc.
- Participate in MHDS Region quality assurance processes as delineated in IAC 441-25.57 (229).
 - Complete HIPAA Training Annually and every submit verification form to the MHDS Region.
 - Complete Mandatory Reporter training every 3 years and submit certificate to the MHDS Region.

Knowledge and Skills:

- Familiar with laws and major Iowa Supreme Court decisions on mental health and involuntary commitment, including Chapter 229 of the Iowa Code;
- Ability to communicate with mental health providers and treatment professionals in a constructive, positive manner;
- Familiarity with mental health treatment resources within the area of service;
- All confidential files and records shall be maintained in accordance with law; and
- The advocate shall abide by confidentiality requirements contained in the Code of Iowa, including those of Chapter 229.

Qualifications:

Preferred Qualifications: Bachelor's degree or related post-secondary education coursework in a social science, education, nursing, or other related area, and at least one year of work experience in a mental health treatment related position. Working knowledge of basic computer software and skills.

Minimum and Statutory Requirements: High School degree or GED equivalent; demonstrated by prior activities an informed concern for the welfare and rehabilitation of persons with mental illness; not an officer or employee of the department of human services nor of any agency or facility providing care or treatment to persons with mental illness.

Other Related Requirements: Possess and maintain a valid Driver's License, or have the ability to arrange reliable transportation; possess and maintain appropriate vehicle insurance, or demonstrate coverage for arranged transportation; and pass criminal background history, sex offender registry, and child and dependent adult abuse registry checks.

Addendum – Recommended *Best Practices* for Related Duties

Related Duties:

1. To inform the client within five (5) days of commitment of the name of the advocate and how to communicate with the advocate. It is recommended this occur through a letter of introduction, pamphlet of rights and business card.
 - Best Practice:** meet with the individual and provide information in person. Provide written information (commitment process, role of advocate, etc) and answer any related questions or concerns.
 - Best Practice:** meet with the individual in the hospital as it is the most restrictive placement which increases right violation issues.
 - Best Practice:** Distance of hospital may be cost prohibited and meeting 'visit' requirement appropriate at hearing.
 - Best Practice:** The advocate may attend hospitalization hearings pursuant to Code Section 229.9A.
2. To arrange with the Court a system that allows dissemination of documents in a timely manner or visit the appropriate Clerk of Court at least once a week to pick up new commitment paperwork, and all other reports and orders.
 - Best Practice:** dependent upon local utilization and resources.
3. Review all documents for necessary action. The advocate should contact any medical personnel and any appropriate service agencies involved for any needed clarification or questions.
 - Best Practice:** conduct periodic contacts with appropriate service agencies at a minimum of 3-6 months if no contact has been initiated.
4. Individual case files should be kept.
 - Best Practice:** Include contact notes/narrative for all direct activities: 1) client face to face; 2) client phone; 3) collateral face to face; and 4) collateral phone.
5. Safeguarding the client's rights and interests as well as informing the client of their responsibilities, including but not limited to the following activities:
 - a. Act as a spokesperson for the client;
 - Best Practice:** Encourage as appropriate self advocacy and provide support to empower the individual as needed.
 - b. Negotiate between the client and the treatment team when communication is broken or otherwise requires clarification, or a violation of a client's right(s) occurs or is alleged;
 - c. Act as a liaison between the treatment team and the individual;
 - d. Act as a liaison between the treatment team and the Court which ordered the treatment;

- e. Facilitate understanding of client rights and strengthen relationships among the various persons and agencies responsible for the care of the mentally ill; and
 - f. Review with the client their responsibilities under commitment and consequences of actions or lack thereof.
6. Collaborate with the Court as appropriate, including to:
 - a. Advise the Court when needed to properly safeguard the client's interest and legal rights;
Best Practice: Provide to the Court written concerns and recommended resolutions to situations; and
 - b. Assist the Clerk in tracking and locating clients and physician's reports;
7. Attend subsequent hearings.
8. Travel to the appropriate facilities or locations for required and periodic client visits.
Best Practice: Visit hospitals and 24/7 licensed facilities every quarter or at minimum every six months.
Best Practice: Visit facilities unannounced as appropriate.
Best Practice: Visit with clients in a safe/secure/confidential location. Be cautious entering anyone's home. Arrange with the Clerk of Court a room in the Courthouse to do face to face visits.
Best Practice: To reduce intrusiveness and encourage independence, majority of contact with stable outpatient can be done through correspondence or by telephone. Inform the individual to initiate contact with you if there are any problems or concerns.
Best Practice: When reviewing physician reports, investigate reports of non-compliance with client by phone or face to face contact.
9. Perform administrative duties including, but not limited to, preparing reports and claims, maintaining client files, providing information and referrals, attending meetings, conferences or seminars related to the advocate's duties (Attendance at conferences or seminars shall be approved in advance by the MHDS Region);
10. Perform other related advocate services or actions within the scope of Iowa Code Section 229.19 service to clients.
 - a. Assist the Court in its attempts to locate clients (e.g., returned mail, moves, etc.);
 - b. Provide case coordination services for clients without a case manager or similarly assigned individual (e.g., county social worker, etc.); and
 - c. Make referral to treatment/service providers and other social service agencies, e.g., MHDS Region, case management, community supportive living, Social Security Administration, etc.

5. Marion County Emergency Management – Marion County Inclement Weather Policy



MARION COUNTY POLICY AND PROCEDURE FOR CLOSING THE COURTHOUSE
BECAUSE OF INCLEMENT WEATHER

WHEREAS, it is in the best interest of the employees of the County of Marion, Iowa, to have a policy and procedure for closing the Marion County Courthouse because of inclement weather.

THEREFORE BE IT RESOLVED, in the case of serious inclement weather conditions on any particular day, the Emergency Management Coordinator, with the assistance of the County Engineer and the County Sheriff, will be authorized to make an assessment of the status of the weather and make a recommendation to the Chair, County Board of Supervisors, or in their absence, the Vice-Chair, as to whether to officially close the courthouse or have a delayed start. This recommendation must be made by 6:00 A.M. so the Chair or the Vice-Chair can notify the radio stations by 7:00 A.M.

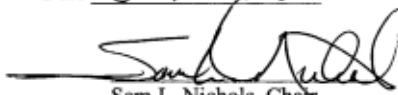
If the decision is to close the courthouse, the policy for Inclement Weather in the Employee handbook (Section VII, Page 5) will apply: "Employees will be paid for hours lost due to closing of the office."

If the decision is for a late start, rather than a closing, employees will be paid for the hours between their regularly scheduled start times and the delayed start time.

If an employee elects not to report to work because of the weather, the following excerpt from the Inclement Weather policy will apply: "If an employee is unable to get to work, he/she will be allowed to charge such an absence to vacation or compensatory time, provided he/she has the time accumulated. If no paid time is available, the employee may choose to take the time off without pay with Department Head approval."

Of course, the excerpt from the Inclement Weather policy, regarding essential services will always apply, regardless of the weather: "Employees in departments that serve the public during severe weather (including departments that provide snow removal and law enforcement services) are expected to report to work during severe weather conditions."

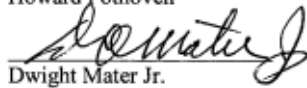
Date 3-10-08



Sam L. Nichols, Chair

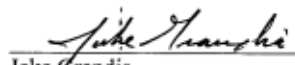


Howard Pothoven



Dwight Mater Jr.

Attest:



Jake Grandia
Marion County Auditor



NOTICE TO VACATE

6. Public Hearing:

Proposed Road Vacation Segment of 15th Ave.

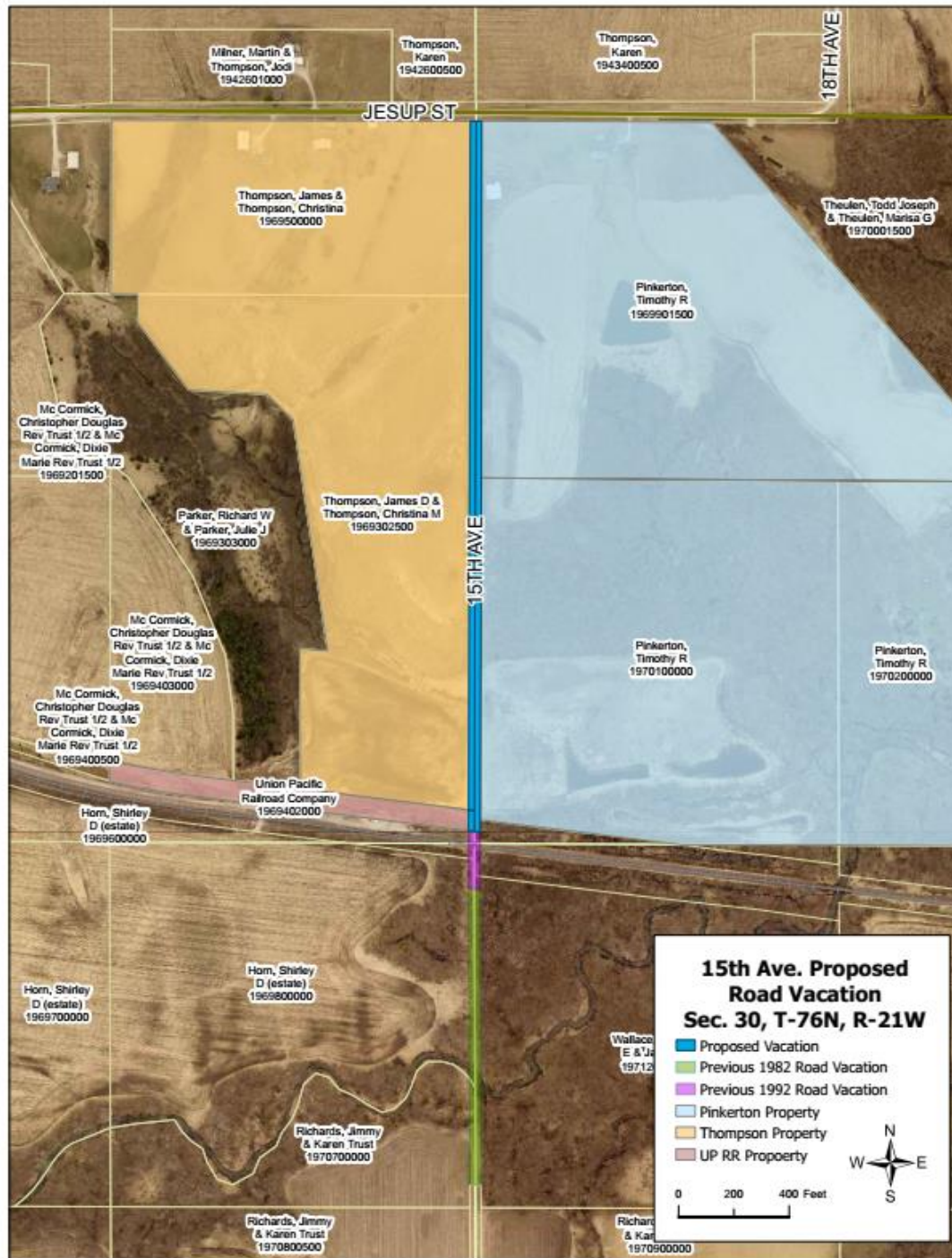
Be it resolved by the Marion County Board of Supervisors that the matter of vacating all or part of certain road rights-of-way as existing, in Marion County, Iowa and subject to the rights of ingress and egress of any and all existing utilities, being more particularly described as:

A portion of Road No. 558 established in 1871, located in the Northeast Quarter and the Northwest Quarter of Section 30, Township 76 North, Range 21 West of the 5th P.M., locally known as 15th Avenue, and more particularly being described as beginning at a point 33 feet south of the North Quarter Corner of Section 30, that point being the south right-of-way line of Jesup Street, thence south approximately 2561 feet to the southeast corner of Parcel B in Book 2005, Page 5497, in the Marion County Recorders Office, that point also being the north end of a previously vacated portion of road on January 27, 1992. 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 14th day of January, 2025, 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 2025-17:

Vacate Segment of 15th Ave.

Whereas, pursuant to Chapter 306, Code of Iowa, a public hearing was held at 9:00 AM on the 14th day of January, 2025, 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 No. 558 established in 1871, located in the Northeast Quarter and the Northwest Quarter of Section 30, Township 76 North, Range 21 West of the 5th P.M., locally known as 15th Avenue, and more particularly being described as beginning at a point 33 feet south of the North Quarter Corner of Section 30, that point being the south right-of-way line of Jesup Street, thence south approximately 2561 feet to the southeast corner of Parcel B in Book 2005, Page 5497, in the Marion County Recorders Office, that point also being the north end of a previously vacated portion of road on January 27, 1992. 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 14th day of January, 2025



Marion County Board Chair

8. Resolution 2025-18:

Rebuilding American Infrastructure with Sustainability and Equity (RAISE)
28E Agreement and Letter of Support for Grant Project - Hwy T15 in
Marion County



Resolution No. 2025-18

In Support of the Joint RAISE Grant Agreement

&

Letter of Support for the

2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Project

Whereas, Marion County, Iowa FM Route Designation number: T15 has been identified as being part of a joint Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Project, and

Whereas, it is desired by and in the interest of Marion County to participate fully in the RAISE project activities as a Primary Recipient and provide all requisite information necessary to bring to completion all project phases through final completion, and

Whereas, we are in support of Marion County providing Lead-recipient roles and duties, and

Whereas, we understand and accept the Primary Recipient roles and responsibilities as defined in the “28E Cooperative Agreement for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Project”, and

Whereas, each County Roadway Project Owner as shown in Section 4, paragraph A-E shall be responsible for all local matching funds and accepts any costs exceeding the funds requested in the RAISE Grant application for their respective structure.

THEREFORE, BE IT RESOLVED that the Board of Supervisors of Marion County, Iowa hereby approves and directs the Chair to sign this Letter of Support for the 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Project and the 28E Cooperative Agreement for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Project, and to provide all pertinent correspondence and project information to:

Attn: Tyler Christian, P.E.
Marion County Engineer
402 Willetts Drive
Knoxville, IA, 50138-8501
(641) 828-2225

Adopted this 14th day of January, 2025.

Kisha Jahner, Chair, Board of Supervisors

ATTEST:

Jake Grandia, Auditor

**MARION COUNTY
BOARD OF SUPERVISORS**

Kisha Jahner, Chair
Steve McCombs
James Mueller



Mail, 214 E Main St
Physical, 3014 E Main St
Knoxville, IA 50138
Ph. 641-828-2231

January 14, 2025

Secretary of Transportation
US Department of Transportation
1200 New Jersey Ave., SE
Washington, DC 20590

Re: FY2025 RAISE Grant Application – Marion County T15 Corridor Improvements Project

Dear Honorable Secretary of Transportation:

The Marion County Board of Supervisors would like to add our voice of support for the T15 Corridor Improvement Project associated with 2025 RAISE application as submitted by the Marion County Engineer. The project includes pavement rehabilitation and safety improvement along the ~10-mile corridor between the two largest incorporated towns in Marion County. This corridor not only provides commuter and freight access for a variety of manufacturing companies, but also largely services the Lake Red Rock recreational areas and opportunities. Therefore, as part of this project, it is proposed to begin the connection from Lake Red Rock/Pella to the Knoxville community with an extension of the Volksweg trail to the new Lake Red Rock Visitors Center that is currently in design. The terminal points of the project each incorporate the Cities of Knoxville and Pella in a joint effort to improve the safety, reliability, and resilience of the T15 corridor.

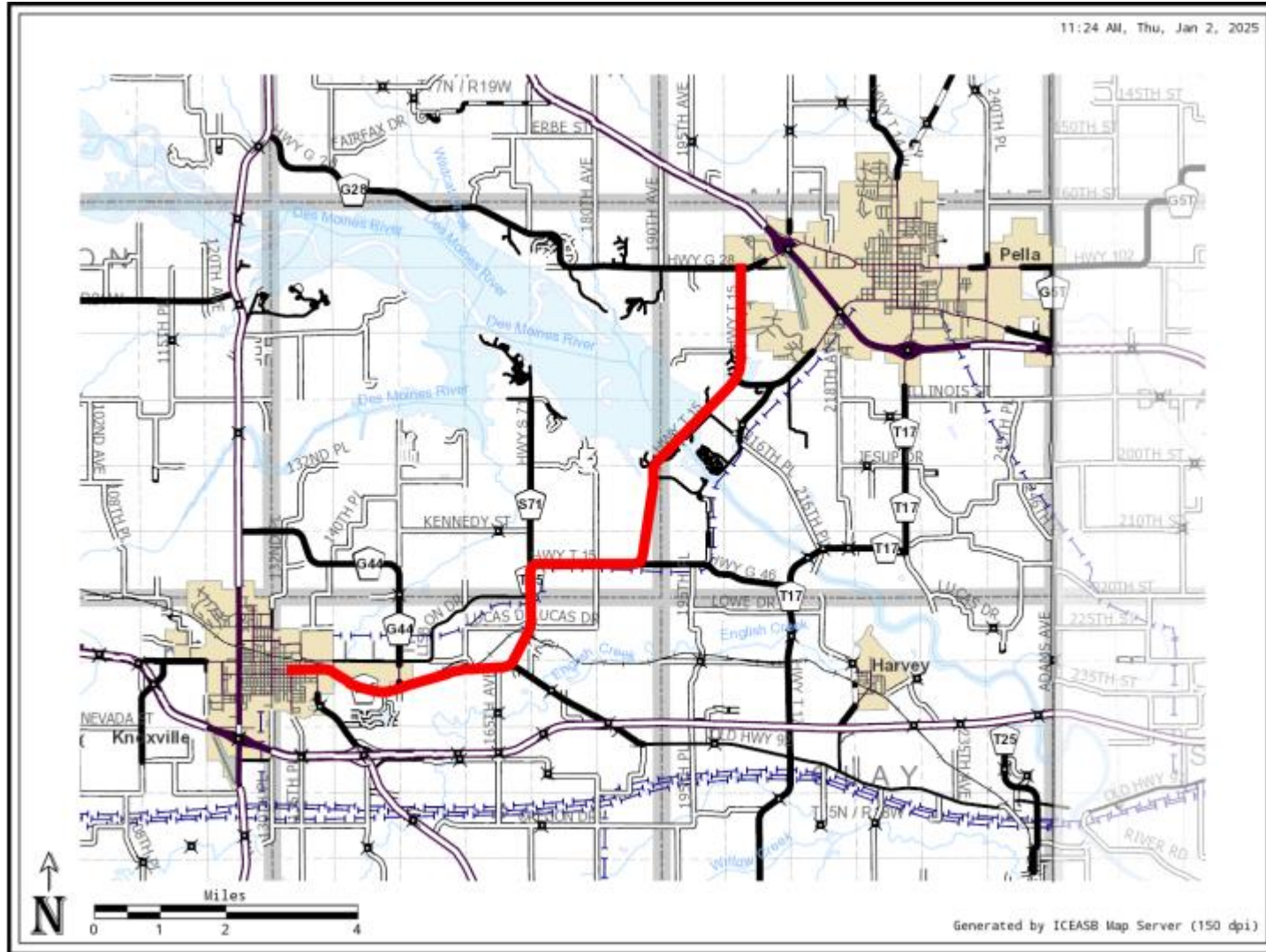
Marion County is unique in the fact that we have two county seat sizes of towns (Knoxville and Pella) and also Iowa's largest lake (Red Rock) within our borders. As a result of these key features, tourism provides nearly a \$55 Million economic impact to our county. T15 is a vital corridor for Marion County, largely servicing both the Pella and Knoxville communities and many of the available Corps of Engineer's (COE) recreational areas Lake Red Rock. Nearly one million recreational tourists visit Marion County for the camping, boating, water trails, hunting, fishing, hiking, etc. each year. T15 provides access to four campgrounds, two beaches, multiple public hunting areas, multiple boat ramps, paved and soft trails, water trail access points, multiple day use sites, shelters, and large group venues. Additionally, this road services many adjacent subdivisions and rural residential districts that provide residence to our counties manufacturing-based labor force.

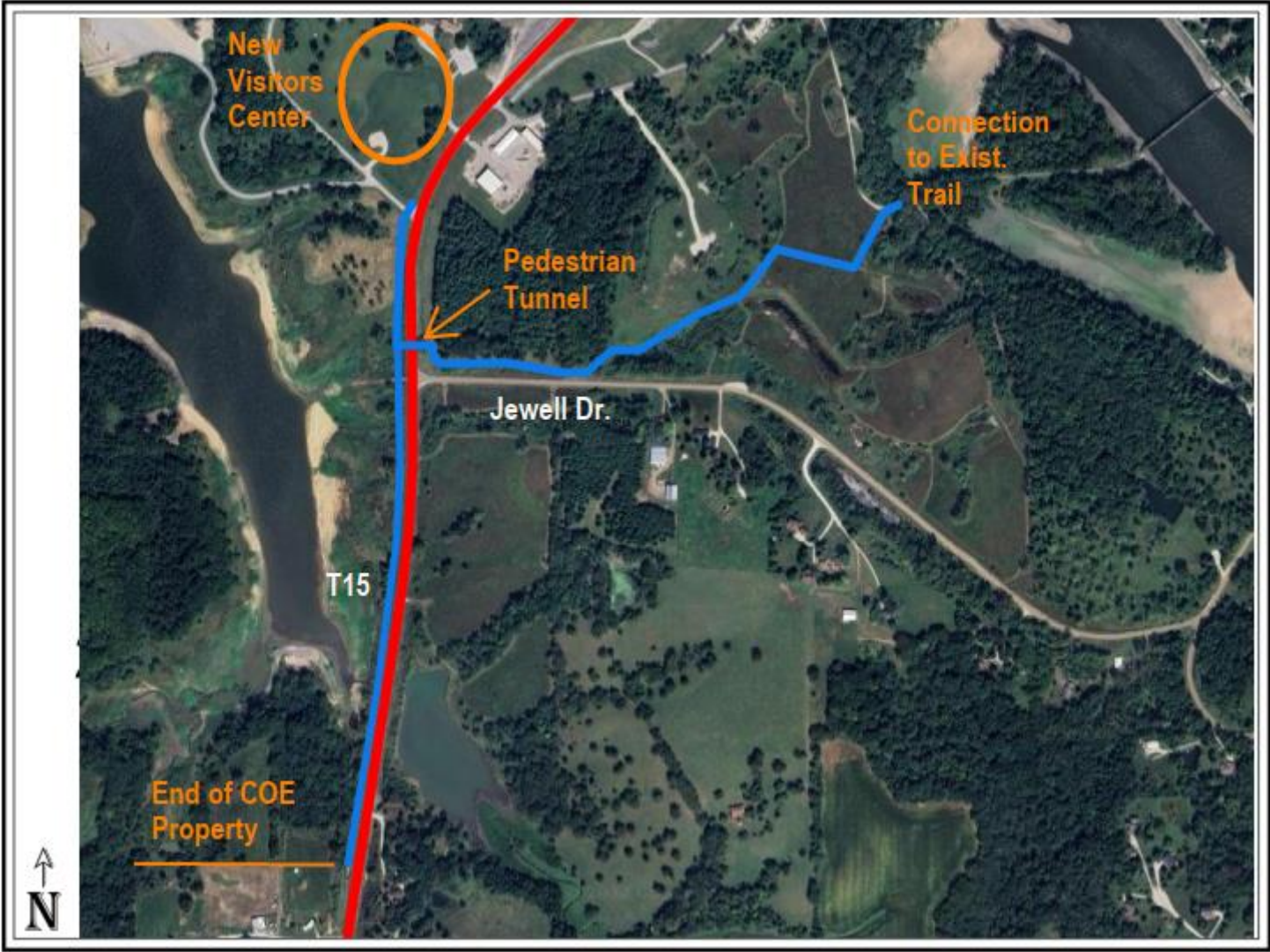
Like many rural counties in Iowa, Marion County has short comings in transportation funding. Opportunities such as this make such an impact in rural communities that have stretched resources in order to maintain critical infrastructure. This prospective funding is one step closer to being more proactive than reactive in roadway improvements. Therefore, please consider the T15 Corridor Improvement Project in the proposed application for Marion County.

We strongly support the Marion County Engineer in his efforts to seek financial assistance for this extremely important project.

Yours Truly,

Kisha Jahner
Chair, Marion County Board of Supervisors





**28E Cooperative Agreement for a
Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Project**

This Agreement is entered into this 14th day of January, 2025, by and between the Iowa County Engineers Association Service Bureau (herein after referred to as ICEASB) and Boone County, Iowa, Davis County, Iowa, Jackson County, Iowa, Marion County, Iowa, and Winneshiek County, Iowa as follows:

WHEREAS, all Counties and the ICEASB are public agencies as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, In accordance with Iowa Code Chapter 28E and other relevant sections of the Code of Iowa, the Counties and the ICEASB enter into this cooperative and joint Agreement to define the roles and responsibilities of the Counties and the ICEASB in order to provide for the design, construction, administration, and cost sharing for five (5) county sponsored roadway projects as part of an anticipated Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Award, and

WHEREAS, the U.S. Department of Transportation typically makes available, through the Rebuilding American Infrastructure with Sustainability and Equity Transportation Discretionary Grants program or RAISE funding, to qualifying transportation agencies for planning and capital investments in surface transportation infrastructure, funds which are awarded on a competitive basis for projects that will have a significant local or regional impact, and

WHEREAS, the Counties desire to select potential roadway project candidates, to make application for RAISE Grant funding, and to contract Grant Application Development Consulting Services with Kimley-Horn and Associates, Inc., only to assemble and submit a grant application for the purpose of acquiring said RAISE Grant funding, and

WHEREAS, the ICEASB is willing and able to enter into a contract and provide contract management and accounting services as agreed to herein, for and between the parties to this Agreement and Kimley-Horn and Associates, Inc., and

WHEREAS, Marion County agrees to be the Lead Applicant and Primary Recipient, and all other Counties agree to be Sub-Recipients, and

WHEREAS, the Counties and the ICEASB have informed themselves as to this Agreement.

IT IS NOW AGREED that the Counties and the ICEASB will enter into this Agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed Project, and said cooperative actions include the following:

SCOPE

I. GRANT APPLICATION WORK

1. The ICEASB will be the Contracting Authority for the Kimley-Horn and Associates, Inc. Professional Services Agreement, as per the attached proposal, Professional Services Agreement and associated Exhibits A & B. The Contracting Authority shall be responsible for contract administration and accounting services between the Counties and the Consultant.

2. The ICEASB shall make payment to Kimley-Horn and Associates, Inc. for all grant application Professional Services rendered. The ICEASB shall invoice each of the five (5) counties for Professional Services rendered. Each of the five (5) counties shall reimburse the ICEASB for their 1/5th share within 30 days of receipt of invoice.

II. POST-AWARD ROLES AND RESPONSIBILITIES

1. Marion County shall serve as the lead applicant, primary point of contact, and primary recipient for the RAISE grant application. The primary recipient shall be an eligible applicant that submits the application and is responsible to deliver the RAISE Grant Awarded Projects.
2. Upon notification of award, the applicant (Marion County) will elect to have grant funds administered through the Iowa DOT. The Iowa DOT plans to be a pass-through for the RAISE grant funding, providing Federal-aid oversight in the same manner as it does for other Federal formula funds that are administered through the Iowa DOT to the Counties. Primary and sub-recipients shall be responsible for financial accounting for their jurisdictional portion of the project.
3. The Contracting Authority for each of the projects identified in section 4 below shall be the County Roadway Project Owner, and they shall be responsible for contract and project administration including:
 - Provide all pertinent correspondence and project information necessary to fulfill the reporting requirements to the primary recipient (Marion County)
 - Project planning, design, and letting for the project in accordance with the Iowa DOT Instructional Memorandums (I.M.s) for Local Public Agencies, which include processes and design requirements that meet Federal-aid standards and are which approved by the Federal Highway Administration (FHWA)
 - Process contractor's progress and payment vouchers
 - Perform construction observation
 - Upon successful completion, final acceptance of the Project
 - The primary recipient, as the Contracting Authority and Person in Responsible Charge, will be responsible for signing on final acceptance documents for the Project
 - Pay its proportionate share of the Local Matching Costs as set forth in the FINANCING paragraph of this Agreement.
4. Each County Roadway Project Owner shall be a sub-recipient and is responsible for project development, construction inspection, and completion of final paperwork for their respective roadway project, as per Iowa DOT policy and Chapters 1-6 of the Iowa DOT's Instructional Memorandums to Local Public Agencies in effect at the time, and shall provide all pertinent information, as per the Letter of Support attached hereto and as such becomes part of this Agreement, to Marion County for RAISE project coordination and reporting requirements for the roadway projects identified below:

A. Boone County, Iowa

- FM Route Designation Number: R23
- Location: On Oriole Rd, from Ledges State Park Entrance N. ~3.3 miles to the City of Boone Corp. Limits
- Project info, Budget, and Funding: See Marion County FY25 RAISE application

B. Davis County, Iowa

- FM Route Designation Number: Ice Ave and 180th St
- Location: On Ice Ave, from Hwy 63 North to 180th St, from Ice Ave East to Hwy 63
- Project info, Budget, and Funding: See Marion County FY25 RAISE application



C. Jackson County, Iowa

- FM Route Designation Number: 395th Avenue
- Location: on 395th Avenue from 396th Avenue N ~1.5 miles
- Project info, Budget, and Funding: See Marion County FY25 RAISE application

D. Marion County, Iowa

- FM Route Designation Number: T15
- Location: T15 from 5th St. in Knoxville to G28 in Pella
- Project info, Budget, and Funding: See Marion County FY25 RAISE application

E. Winneshiek County, Iowa

- FM Route Designation Number: W-14
- Location: Route W-14 from Hwy 24 near Fort Atkinson south to the Fayette County line
- Project info, Budget, and Funding: See Marion County FY25 RAISE application

5. The above listed projects shall be bid via the Iowa DOT's Contracts and Specifications Bureau's letting process. The projects shall be let to contract by September 30, 2029. The projects shall be paid in full by September 30, 2034, or the amount not paid will be de-obligated.
6. Each Contracting Authority shall follow the Iowa DOT process for contractor selection.

FINANCING – Each County Roadway Project Owner shall pay for their respective project costs. Payment to the Prime Contractor shall be made from each County Roadway Project Owner's Farm to Market accounts and the RAISE funds shall be reimbursed to said accounts, as per normal Iowa Department of Transportation contractor pay methodologies. All costs not reimbursed with RAISE funds, County HBP funds, County Federal-aid STBG funds, County Bridge Construction Fund, or Farm to Market funds shall be paid for by each respective County Roadway Project Owner. Any change orders during construction shall be approved by the County Roadway Project Owner as the Contracting Authority. Any cost incurred by a county outside of the period of performance of the RAISE grant agreement is non-reimbursable and the responsibility of the county.

TERMINATION – This Agreement will be terminated upon final acceptance of the work by all County Roadway Project Owners and settlement of the financial conditions set forth in the FINANCING paragraph above, including final project acceptance and closeout in FMIS and final acceptance of RAISE Grant award requirements and final reporting. If any of the Counties or the ICEASB wish to terminate their responsibilities under this agreement, an amendment to this agreement must be executed by all parties specifying the conditions of such termination.

SERVABILITY- If any part of this Agreement is found to be void and unenforceable then the remaining provisions of this Agreement shall remain in effect.

NON-DISCRIMINATION- In accordance with Title VI of the Civil Rights Acts of 1964 and Iowa Code Chapter 216 and associated subsequent nondiscrimination laws, regulations and executive orders, the LPAs shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

CHAPTER 28E PROVISIONS - There will be no new or separate legal or administrative entity created by this

Agreement. The primary recipient shall be responsible for the filing of this Agreement with the Iowa Secretary of State as required by law following its execution.

EXECUTION – This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that the Agreement may be executed by electronic, digital, pdf, or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

INDEMNIFICATION – The Counties shall Indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons to the extent caused by the respective acts or omissions by the Counties, or the officers, agents, or employees of either, in the course of any work done in connection with any of the matters set forth in this Agreement.



9. Marion County Road Department Update



10. Marion County Employee Handbook



11. Marion County Building Space Study



12. Board of Supervisor Updates



VII. BOARD OF SUPERVISOR ADJOURNMENT

