



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 Supervisors is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us06web.zoom.us/j/85362976641?pwd=3VxmadTrktFKzjaYYYIzVBgeI2v4BS.1>

Meeting ID: 853 6297 6641

Passcode: 114599



# MARION COUNTY BOARD OF SUPERVISORS REGULAR AGENDA

**North Annex**

**2003 N Lincoln St, Knoxville, Iowa**

**July 22, 2025, 9:00 A.M.**



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

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

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

Jim Mueller \_\_\_\_\_



## II. AGENDA

1. July 22, 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 7/8/2025
2. Marion County Board of Supervisor Regular Minutes: 7/8/2025
3. Marion County Employee Annual Salary Adjustments. Complete list available in the Human Resource Office.
4. Marion County Conservation Board Warrants #259883 - #259935 through 7/17/2025



## VI. BUSINESS – Discussion and/or Action:

### 1. Marion County Board of Supervisors:

Marion County Fair Association VA Grounds Parking Agreement



## LICENSE TO OCCUPY

(THIS AGREEMENT IS A LICENSE TO OCCUPY BARE LAND. IT IS NOT A LEASE AND DOES NOT CREATE ANY LEASEHOLD RIGHTS. LICENSOR AND LICENSEE SPECIFICALLY DISCLAIM ANY INTENTION TO CREATE ANY LEASEHOLD RIGHTS OR ANY RELATIONSHIP OF LANDLORD AND TENANT BY THIS DOCUMENT.)

THIS LICENSE TO OCCUPY ("License") is made and entered into as of the 22<sup>nd</sup> day of July 2025 by and between the **County of Marion** in the State of Iowa ("Licensor") and the **Marion County Fair Association** ("Licensee"), collectively the "Parties".

## RECITALS

A. The Licensor is the registered owner of the parcel of land described in **Schedule "A"** attached hereto and forming part of this License Agreement, the ("Land")

B. The Licensee hereto wishes to occupy the above-mentioned land exclusively for vehicle parking purposes during certain periods of time during the stated term as described in Clause 1 hereunder.

## AGREEMENTS

NOW THEREFORE the parties hereto agree as follows:

1. **TERM** – The Licensee shall have right to occupy the Land as of July 22<sup>nd</sup>, 2025 up to and including September 30, 2025, with event dates to be provided to the Licensor by July 22<sup>nd</sup>, 2025. This License expires on October 1<sup>st</sup>, 2025.

2. **RENT** – The Licensee shall pay to the Licensor on or before July 22<sup>nd</sup>, 2025 the sum of **FIVE THOUSAND DOLLARS (\$5,000.00) and other good and valuable consideration** being the sum total of rent due and owing for the occupancy of the land for the term of this License.

3. **PERMITTED USE** – The Licensee hereby covenants the Land will be used solely by the Raceway and Marion County Fair Association as parking space for vehicles and trailers only, during the months of the sprint car races and sprint car nationals.

4. **MAINTENANCE** – the Licensee agrees to the following:

A. The Licensee shall provide an adequate number of garbage disposal receptacles to maintain the Land in a clean and refuse free condition.

B. The Licensee shall arrange for the garbage disposal receptacles to be emptied on a weekly basis.

C. The Licensee agrees that at the end of each occupancy period in each year of the term of this License, it will repair and return the Land their original condition including grading and seeding if required and repairing any damage to the soccer field and any other lands in use for the purpose of parking.

D. The Licensee shall comply with all provisions of Environmental Laws applicable to the Land including allowing any substances deemed hazardous on the Land and shall at its own expense perform all investigations, removal, remedial actions, clean-up and abatement, corrective action that may be required pursuant to said Environmental Laws and the Licensor shall have no responsibility or liability with respect thereto for the Term of this License.

E. Licensee shall also comply with all State, local, and federal laws in the use of the land. Licensee shall use due diligence to ensure that the use of the land is designed and maintained for the safety of those who are allowed to enter the property under the terms of this agreement.

5. **MOWING/HAYING AGREEMENT COORDINATION** – The Licensee acknowledges that the Licensor has executed a separate Mowing and Haying Agreement granting Connor Mc Roberts (the "Operator") the exclusive right to mow, rake, bale, and remove hay from the parcel (the "Mowing Agreement"). Consistent with the terms in paragraph 1, the Licensee shall provide the Licensor *and* the Operator written notice of the dates they intend to use any portion of the parcel for event parking on July 22<sup>nd</sup>, 2025. The Licensee must cooperate in good faith with the Operator so that all work under the Mowing Agreement is completed before event parking commences. The Licensee shall not allow parking to commence until the Operator has either (i) completed their work; or (ii) provided written consent to proceed. The Licensor may furnish the Licensee a copy of the Mowing Agreement upon request, as to facilitate cooperation between the Licensee and Operator.

6. **LIABILITY INSURANCE** – The Licensee agrees to obtain liability insurance in the amount of [REDACTED] covering the Licensee, its agents, directors, employees, officers and invitees and to save the Licensor harmless against any and all claims, suits, liabilities, damages and judgments, including, without limitation, reasonable attorney's fees and litigation costs arising out of or resulting from any acts or omissions of the Licensee during the Term of this License. Further, the Licensee agrees to add the Licensor as an additional insured to the policy.

7. **INDEMNIFICATION** – "Indemnitees" means, with respect to a Party, its directors, officers, managers, employees, members, agents, contractors, subcontractors, representatives, affiliates, guests, invitees, representatives, heirs, successors and assigns (in each case, other than the other Party and its Indemnitees). "Indemnitees", with respect to the County, also includes County's elected and appointed Governmental Officials, agents, employees and volunteers and others working on their behalf, including the Board.

The insurance policy provided in paragraph 5 shall be written by one or more insurance companies admitted to do business in the State, and with an A.M. Best Rating of A- or better and endorsed to provide County with no less than 30 days advance, written notice of cancellation or for non-renewal and 10 days' advance written notice of cancellation due to non-payment of premium.

To the fullest extent permitted by Laws and Regulations, and to the extent such loss is covered by Licensee's insurance, Licensee hereby releases County and its Indemnitees from and against any and all liability or responsibility to Licensee, its Indemnitees or anyone claiming through or under the Licensee, by way of subrogation or otherwise, for any loss without regard to the fault of County or the type of loss involved, including loss due to occupational injury and loss involving Licensee's vehicles, tools and equipment of any type. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the Term period. Licensee's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of County and its Indemnitees.

To the fullest extent permitted by applicable Laws and Regulations, Licensee shall defend (by counsel reasonably acceptable to County), pay on behalf of, indemnify and hold harmless County and its Indemnitees from and against any and all Claims related to any injury or loss, including personal injury, bodily injury, loss of life, property damage (including loss of use thereof) and economic damages related to the scope of this agreement, including that of Licensee's Indemnitees, except to the extent arising from County's or its Indemnitees' negligent act or intentional misconduct. Licensee's obligation to indemnify hereunder is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The foregoing indemnity and release shall survive the full term of this agreement or earlier termination as provided under this agreement.

8. **COMPLIANCE** – The Licensee agrees to comply with all statutes, laws, rules of order, regulations affecting vehicular traffic within the Land.

9. **ASSIGNMENT** – This License is personal to the Licensee and the Licensee may not sell, assign or in any way transfer it without the written consent of the Licensor.

10. **NOTICE** – Any notice that may or shall be given by one party to the other shall be in writing and address to the parties at their respective addresses as set forth below:

**TO THE LICENSOR:** Marion County  
214 East Main Street,  
Knoxville, IA 50138

**TO THE LICENSEE:** Marion County Fair Association  
100 North Lincoln Street,  
Knoxville, IA 50138

11. **DEFAULT** – If any party breaches any of the material terms or conditions of this License, the other party may immediately terminate this License and/or pursue any other remedies available to it under this License, at law or in equity.

12. **DEVELOPMENT** – If the Licensor should, at any time during the Term of this License, plan to develop the Land in any manner, the Licensor has the right to terminate this License by providing Thirty (30) days' notice in writing to the Licensee.

13. **MISCELLANEOUS**

a. **Entire Agreement.** This License represents the entire and integrated agreement between Licensee and Licensor and supersedes all prior negotiations, representations or agreements, written or oral, with respect to the subject matter hereto. This License may be amended only by written instrument signed by the Parties.

b. **Binding Agreement; Assignment.** This License shall apply to and bind the successors in interest of the Parties. Neither Party may assign this License or its rights or obligations under this License without the prior written consent of the other Party.

c. **Authority.** Each Party, and each signatory below on behalf of the Party it is signing for, has the authority to execute, deliver and perform this License, and to consummate the transactions contemplated hereunder.

d. **Waiver.** No action or failure to act by a Party shall constitute a waiver of a right or duty afforded it under this License, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in writing.

e. **Severability.** The invalidity of any provisions of this License shall not affect the validity or enforceability of any other provision set forth herein.

f. **Interpretation.** Words and phrases herein, including any acknowledgment hereof, shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context. All section headings herein are for



convenience of reference only, are not part of this License and shall be disregarded in the interpretation of any part of this License. The words "herein", "hereof" and "hereunder" and words of similar import appearing in this License shall be construed to refer to such document as a whole and not to a particular section, paragraph or other subpart of this License unless expressly so stated. Therefore, the terms of this License shall be construed and interpreted without any presumption, inference or rule requiring construction or interpretation of any provision of this License to be drafted.

- g. Governing Law. This License shall be construed and enforced according to the laws of the State of Iowa, without regard to its choice of law principles.

**IN WITNESS WHEREOF** Licensor and Licensee have entered into this License as of the date first set forth above as their free act and deed for the uses and purposes herein contained.

**MARION COUNTY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board of Supervisor

Notary Stamp

**MARION COUNTY FAIR ASSOCIATION**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Jason Reed

Notary Stamp



**SCHEDULE 'A'**

[legal description here]



## 2. Ordinance 2025-5:

Approve 2nd Reading proposed Marion County Ordinance 2025-5 Zoning Map Amendment – Rezoning from the current A-1; Agricultural to A-R; Ag Residential to allow for further rural residential development.



ZONING MAP ORDINANCE NO. 2025-\_\_

AN ORDINANCE TO AMEND THE ZONING DISTRICT MAP OF MARION COUNTY, IOWA, BY REZONING (Parcel 2199400300 ) The East 806 feet of the SW ¼ of the NE ¼; and the East 806 feet of Government Lot 3 lying North and East of the former Right-of-Way of the Wabash Railroad Company; all in Section 6, Township 77 North, Range 21 West of the 5th P.M., except the following 2 tracts: 1. That part thereof conveyed to the United States of America by Deed recorded in Book 88, Page 206, Land Deed Record; and 2. That part of said Lot 3 conveyed to the United States of America by Warranty Deed recorded in Book 239, Page 485, Deed Record be rezoned from A-1; Agricultural to A-R; Ag Residential.

WHEREAS, on the 17th day of January, 2025, the Zoning Commission of the County of Marion, Iowa, recommended to the Board of Supervisors that the property documented as: (Parcel 2199400300 ) The East 806 feet of the SW ¼ of the NE ¼; and the East 806 feet of Government Lot 3 lying North and East of the former Right-of-Way of the Wabash Railroad Company; all in Section 6, Township 77 North, Range 21 West of the 5th P.M., except the following 2 tracts: 1. That part thereof conveyed to the United States of America by Deed recorded in Book 88, Page 206, Land Deed Record; and 2. That part of said Lot 3 conveyed to the United States of America by Warranty Deed recorded in Book 239, Page 485, Deed Record be rezoned from A-1; Agricultural to A-R; Ag Residential.

WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_, 2025, after due notice and public hearing as provided by law, the Board of Supervisors now deems it reasonable and appropriate to rezone said property.

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

Section 1: That the Marion County Zoning Ordinance Chapter 55 of the Code of the County of Marion, Iowa, be and it is hereby amended by rezoning the following described property from the present from A-1; Agricultural to A-R; Ag Residential.

(Parcel 2199400300 ) The East 806 feet of the SW ¼ of the NE ¼; and the East 806 feet of Government Lot 3 lying North and East of the former Right-of-Way of the Wabash Railroad Company; all in Section 6, Township 77 North, Range 21 West of the 5th P.M., except the following 2 tracts: 1. That part thereof conveyed to the United States of America by Deed recorded in Book 88, Page 206, Land Deed Record; and 2. That part of said Lot 3 conveyed to the United States of America by Warranty Deed recorded in Book 239, Page 485, Deed Record.

Section 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.



PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_, 2025.

Kisha Jahner, Chairman of the Board of Supervisors

First reading: \_\_\_\_\_  
Second reading: \_\_\_\_\_  
Third reading: \_\_\_\_\_  
Publication Date: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Jake Grandia, County Auditor

(Parcel 2199400300 ) The East 806 feet of the SW ¼ of the NE ¼; and the East 806 feet of Government Lot 3 lying North and East of the former Right-of-Way of the Wabash Railroad Company; all in Section 6, Township 77 North, Range 21 West of the 5th P.M., except the following 2 tracts: 1. That part thereof conveyed to the United States of America by Deed recorded in Book 88, Page 206, Land Deed Record; and 2. That part of said Lot 3 conveyed to the United States of America by Warranty Deed recorded in Book 239, Page 485, Deed Record.



### 3. Ordinance 2025-5:

Waive 3rd Reading and Authorize Final Approval including Publication and Zoning Map Amendment – Rezoning from the current A-1; Agricultural to A-R; Ag Residential to allow for further rural residential development.



ZONING MAP ORDINANCE NO. 2025-\_\_

AN ORDINANCE TO AMEND THE ZONING DISTRICT MAP OF MARION COUNTY, IOWA, BY REZONING (Parcel 2199400300 ) The East 806 feet of the SW ¼ of the NE ¼; and the East 806 feet of Government Lot 3 lying North and East of the former Right-of-Way of the Wabash Railroad Company; all in Section 6, Township 77 North, Range 21 West of the 5th P.M., except the following 2 tracts: 1. That part thereof conveyed to the United States of America by Deed recorded in Book 88, Page 206, Land Deed Record; and 2. That part of said Lot 3 conveyed to the United States of America by Warranty Deed recorded in Book 239, Page 485, Deed Record be rezoned from A-1; Agricultural to A-R; Ag Residential.

WHEREAS, on the 17th day of January, 2025, the Zoning Commission of the County of Marion, Iowa, recommended to the Board of Supervisors that the property documented as: (Parcel 2199400300 ) The East 806 feet of the SW ¼ of the NE ¼; and the East 806 feet of Government Lot 3 lying North and East of the former Right-of-Way of the Wabash Railroad Company; all in Section 6, Township 77 North, Range 21 West of the 5th P.M., except the following 2 tracts: 1. That part thereof conveyed to the United States of America by Deed recorded in Book 88, Page 206, Land Deed Record; and 2. That part of said Lot 3 conveyed to the United States of America by Warranty Deed recorded in Book 239, Page 485, Deed Record be rezoned from A-1; Agricultural to A-R; Ag Residential.

WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_, 2025, after due notice and public hearing as provided by law, the Board of Supervisors now deems it reasonable and appropriate to rezone said property.

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

Section 1: That the Marion County Zoning Ordinance Chapter 55 of the Code of the County of Marion, Iowa, be and it is hereby amended by rezoning the following described property from the present from A-1; Agricultural to A-R; Ag Residential.

(Parcel 2199400300 ) The East 806 feet of the SW ¼ of the NE ¼; and the East 806 feet of Government Lot 3 lying North and East of the former Right-of-Way of the Wabash Railroad Company; all in Section 6, Township 77 North, Range 21 West of the 5th P.M., except the following 2 tracts: 1. That part thereof conveyed to the United States of America by Deed recorded in Book 88, Page 206, Land Deed Record; and 2. That part of said Lot 3 conveyed to the United States of America by Warranty Deed recorded in Book 239, Page 485, Deed Record.

Section 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.



PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_, 2025.

Kisha Jahner, Chairman of the Board of Supervisors

First reading: \_\_\_\_\_
Second reading: \_\_\_\_\_
Third reading: \_\_\_\_\_
Publication Date: \_\_\_\_\_

ATTEST:
Jake Grandia, County Auditor

(Parcel 2199400300 ) The East 806 feet of the SW ¼ of the NE ¼; and the East 806 feet of Government Lot 3 lying North and East of the former Right-of-Way of the Wabash Railroad Company; all in Section 6, Township 77 North, Range 21 West of the 5th P.M., except the following 2 tracts: 1. That part thereof conveyed to the United States of America by Deed recorded in Book 88, Page 206, Land Deed Record; and 2. That part of said Lot 3 conveyed to the United States of America by Warranty Deed recorded in Book 239, Page 485, Deed Record.



#### 4. Ordinance 2025-6:

Approve 2nd Reading proposed Marion County Ordinance 2025-6  
Amending Chapter 55 – Zoning



ORDINANCE NO. 2025-6  
AN ORDINANCE AMENDING CHAPTER 55 – ZONING REGULATIONS  
OF THE MARION COUNTY CODE OF ORDINANCES.

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**BE IT ORDAINED** by the Board of Supervisors of Marion County, Iowa.

**Section 1.** Chapter 55- Zoning Regulations of the Code of Marion County, Iowa, is hereby amended by amending the current chapter (adopted by Ordinance 2023-10) inserting revisions to Chapter 55 as defined in the attached Exhibit A.

**Section 2.** All ordinance or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 3.** This ordinance shall be in full force and effective after its passage, approval and publication by law.

**PASSED** at Marion County, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2025.

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Kisha Jahner, Chairman of the Board of Supervisors

ATTEST:

Jake Grandia, County Auditor

First reading: \_\_\_\_\_

Second reading: \_\_\_\_\_

Third reading: \_\_\_\_\_

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

EXHIBIT A

Marion County Ordinance 2025-6 change.

**55.04 DEFINITIONS. (\*note: this will cause all other definitions to be renumbered accordingly)**

**ADD:** "Accessory Dwelling Unit" (ADU) means an additional residential dwelling unit located on the same lot as a single-family residence that is either attached to or detached from the single-family residence.

**AMEND:** "Building line" means the extreme over-all dimensions of a building as determined from its exterior walls or any part of a structural support or component which is nearest to the property line, other than usual uncovered steps, patios, and decks.

**ADD:** "Dangerous Building" means all buildings or structures that are structurally unsafe or not provided with adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety or health, or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, as specified in this chapter, the Code of Iowa, or any other ordinance, are, for the purpose of this chapter, unsafe and dangerous buildings.

**AMEND:** "Dwelling, single-family" means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a single-family residence if it has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment, nor any other essential facility or service with another dwelling unit.

**AMEND:** "Mini-warehouse" means a building or group of buildings, containing varying sizes of individualized, compartmentalized, and controlled stalls or lockers for the dead storage of customers' goods or wares, excluding junk, explosive, or flammable materials, and other noxious or dangerous materials.

**AMEND:** "Setback" means the required minimum horizontal distance permitted between the building line and the related front, side, or rear property line.

**AMEND: 55.10 NONCONFORMING USES**

- 2. Nonconforming Lots of Record.
  - B. The side yard widths of any such lot shall not be less than eight (8) feet.
  - D. The depth of the front yard of any such lot shall align with the neighboring properties' build-to line, but in no case shall the depth of the front yard be less than twenty-five (25) feet.

**AMEND 55.12: STREET FRONTAGE REQUIRED.** No lot shall contain any building used in whole or in part for residential, commercial, or industrial purposes unless such lot abuts at least one established public or private street with frontage on a road or highway that is a part of the State primary or County secondary road system. Frontage on a Level B road does not qualify for this road frontage requirement. The minimum street frontage for each such lot shall be the minimum lot width as required based on the zoning of the property unless the lot is an approved flag lot. Flag lots, when permitted, shall have at least forty (40) feet of frontage on at least one street, and must be approved either by the Zoning Official via a Plat of Survey or by the Board via a Plat of Subdivision. For lots established after the effective date of this Ordinance, access easements shall not be considered acceptable frontage for building purposes. For agricultural purposes only, access may be provided

via a private easement at least twenty (20) feet wide to a public or private street. Private streets shall be established only via a Plat of Subdivision and shall meet the subdivision regulations in accordance with Chapter 56.

**AMEND 55.13: ACCESSORY STRUCTURES.** Accessory structures shall not be permitted within any required front yard. On corner lots or double frontage lots, accessory structures shall conform to the required front yard setback regulations for all abutting streets. Accessory structures shall not occupy more than thirty percent (30%) of the rear yard and shall not exceed the maximum height permitted by the applicable zoning district regulations and shall be built no less than ten (10) feet from a principal building or any other accessory building; however, this regulation shall not be interpreted to prohibit the construction of a four-hundred-forty (440) square foot garage on a minimum rear yard.

**ADD footnote 55.19 Sign Regulations:**

- 2. Signs Permitted Based on Zoning.

\* Setback defined as one-half (1/2) the distance from the front property line of the applicable Zoning District. Highway High Rise signs setback shall be seventy-five (75) feet from the front property line.

**AMEND 55.23 AGRICULTURAL ZONING DISTRICT REGULATIONS (A-1, C-A, A-R)**

- 2. Principal Permitted Uses. Only the following uses or structures or land shall be permitted in the agricultural districts.

	A-1	C-A	A-R
Utilities – Microwave, radio, television, and cellular telephone communication towers.	SUP	P	PR

- 3. Restrictions for Principal Permitted Uses.

E. Veterinary Clinics. All buildings, including any livestock holding facilities, are at least two-hundred (200) feet from "R" residential districts and one-hundred (100) feet from any "A-1" or "A-R" district boundary.

**CLERICAL CORRECTIONS to 55.23 AGRICULTURAL ZONING DISTRICT REGULATIONS (A-1, C-A, A-R).**

- 4. Special Use Permits. Principal permitted uses designated as "SUP" in Subsection 2 of this section shall be permitted only upon approval of a Special Use Permit by the Board of Adjustment in accordance with Section 55.37 in addition to conformance with all appropriate restrictions outlined in Subsection 3 of this section.

**ADDITION TO 55.23 AGRICULTURAL ZONING DISTRICT REGULATIONS (A-1, C-A, A-R).**

- 5. Permitted Accessory Uses **(\*note: insert as letter "B" and re-letter accordingly)**

B. One Accessory Dwelling Unit (ADU) is permitted on the same lot as a single-family residence when the following criteria are met:

- (1) ADU does not exceed the larger of one-thousand (1,000) square feet or fifty percent (50%) of the single-family residence.



(2) ADU shall share all utilities with the single-family residence. For properties with an existing septic, systems must be sized to accommodate the ADU. The system must meet Marion County Code Chapter 44 and State Code Chapter 69.

(3) If a manufactured home is used, it shall be on a permanent foundation and converted to real property to be assessed as real estate.

(4) The ADU can be attached or detached from the single-family residence. When the unit is attached, the ADU shall comply with setbacks for dwellings. When the ADU is detached, the ADU shall comply with the setbacks for accessory structures.

(5) Construction complies with state and local building code regulations.

**AMEND 55.23 AGRICULTURAL ZONING DISTRICT REGULATIONS (A-1, C-A, A-R).**

6. Site Development Regulations.

Regulator	A-1	C-A	A-R
<i>Minimum Side Yard</i>			
<i>Dwellings, each side</i>	15 feet	-	15 feet
<i>Other uses, adj. to "A" and "M"</i>	15 feet	50 feet	15 feet
<i>Other uses, adj to "R" and "C"</i>	15 feet	100 feet	15 feet
<i>Accessory Structures</i>	8 feet	8 feet	8 feet

**ADD VERBIAGE 55.23 AGRICULTURAL ZONING DISTRICT REGULATIONS (A-1, C-A, A-R).**

7. Additional Requirements.

A. Foundations. A permanent foundation is required for all principal dwelling buildings and accessory dwelling units (ADU's).

**ADDITION TO 55.24 RESIDENTIAL ZONING DISTRICT REGULATIONS (RE, R-1, R-2, R-3, R-4, R-5).**

5. Permitted Accessory Uses **(\*note: insert as letter "B" and re-letter accordingly)**

B. One Accessory Dwelling Unit (ADU) is permitted on the same lot as a single-family residence when the following criteria are met:

(1) ADU does not exceed the larger of one-thousand (1,000) square feet or fifty percent (50%) of the single-family residence.

(2) ADU shall share all utilities with the single-family residence. For properties with an existing septic, systems must be sized to accommodate the ADU. The system must meet Marion County Code Chapter 44 and State Code Chapter 69.

(3) If a manufactured home is used, it shall be on a permanent foundation and converted to real property to be assessed as real estate.

(4) The ADU can be attached or detached from the single-family residence. When the unit is attached, the ADU shall comply with setbacks for dwellings. When the ADU is detached, the ADU shall comply with the setbacks for accessory structures.

(5) Construction complies with state and local building code regulations.

**AMEND 55.24 RESIDENTIAL ZONING DISTRICT REGULATIONS (RE, R-1, R-2, R-3, R-4, R-5).**

6. Site Development Regulations. The following minimum requirements shall be observed, subject to modifications contained in Section 55.28 of this chapter.

BULK REGULATIONS				
Regulator	R-1	R-2	R-3	R-4
<i>Minimum Rear Yard<sup>1</sup> (in feet)</i>				
<i>Accessory Structures</i>	8 feet	8 feet	8 feet	8 feet
<i>Minimum Side Yard<sup>1</sup> (in feet)</i>				
<i>Accessory Structures</i>	8 feet	8 feet	8 feet	8 feet

**ADD VERBIAGE 55.24 RESIDENTIAL ZONING DISTRICT REGULATIONS (RE, R-1, R-2, R-3, R-4, R-5).**

7. Additional Requirements.

A. Foundations. A permanent foundation is required for all principal dwelling buildings and accessory dwelling units (ADU's).

**AMEND lettering 55.24 RESIDENTIAL ZONING DISTRICT REGULATIONS (RE, R-1, R-2, R-3, R-4, R-5).**

5. Permitted Accessory Uses.

- F. Temporary buildings...
- G. Solar collectors...
- H. Private Solar...
- I. Small wind...
- J. Common sewage...
- K. Accessory uses...
- L. Beekeeping...

**AMEND 55.25 COMMERCIAL ZONING DISTRICT REGULATIONS:**

6. Site Development Regulations.

BULK REGULATIONS		
Regulator	C-1	C-2
<i>Minimum Side Yard Depth</i>		
<i>Accessory Structures</i>	8	8
<i>Minimum Rear Yard Depth</i>		
<i>Accessory Structures</i>	8	8



BULK REGULATIONS		
Regulator	C-1	C-2
<i>Maximum Height (in feet)</i>		
<i>Accessory structures</i>	25	25

**ADD to 55.26 INDUSTRIAL ZONING DISTRICT REGULATIONS.**

2. Principal Permitted Uses.

PRINCIPAL PERMITTED USES	M-1	M-2
Manufacturing and assembly of equipment, truck, etc.	P	P

6. Site Development Regulations.

BULK REGULATIONS		
Regulator	M-1	M-2
<i>Minimum Side Yard Depth</i>		
<i>Accessory Structures</i>	8	8
<i>Minimum Rear Yard Depth</i>		
<i>Accessory Structures</i>	8	8

**CLERICAL CORRECTION to 55.29 SITE PLAN REGULATIONS:**

3. Procedure.

G. Upon final action by the Board of Supervisors on any site plan, a copy of said site plan, with the action of the Board of Supervisors included, shall be filed with the Zoning Official.

**ADDITION TO 55.38 VARIANCES:**

1. No variation in the application of the provisions of the Zoning Code shall be made unless and until the Board of Adjustment shall be satisfied that granting the variation will not:
- H. Practical difficulties are unique to the property and not self-created; granting the variance will not significantly alter the essential character of the surrounding neighborhood.



5. Ordinance 2025-6:

Waive 3rd Reading and Authorize Final Approval including Publication  
proposed Marion County Ordinance 2025-6 Amending Chapter 55 – Zoning



ORDINANCE NO. 2025-6  
AN ORDINANCE AMENDING CHAPTER 55 – ZONING REGULATIONS  
OF THE MARION COUNTY CODE OF ORDINANCES.

---

**BE IT ORDAINED** by the Board of Supervisors of Marion County, Iowa.

**Section 1.** Chapter 55- Zoning Regulations of the Code of Marion County, Iowa, is hereby amended by amending the current chapter (adopted by Ordinance 2023-10) inserting revisions to Chapter 55 as defined in the attached Exhibit A.

**Section 2.** All ordinance or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 3.** This ordinance shall be in full force and effective after its passage, approval and publication by law.

**PASSED** at Marion County, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2025.

---

Kisha Jahner, Chairman of the Board of Supervisors

ATTEST:

Jake Grandia, County Auditor

First reading: \_\_\_\_\_

Second reading: \_\_\_\_\_

Third reading: \_\_\_\_\_

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

EXHIBIT A

Marion County Ordinance 2025-6 change.

**55.04 DEFINITIONS. (\*note: this will cause all other definitions to be renumbered accordingly)**

**ADD:** "Accessory Dwelling Unit" (ADU) means an additional residential dwelling unit located on the same lot as a single-family residence that is either attached to or detached from the single-family residence.

**AMEND:** "Building line" means the extreme over-all dimensions of a building as determined from its exterior walls or any part of a structural support or component which is nearest to the property line, other than usual uncovered steps, patios, and decks.

**ADD:** "Dangerous Building" means all buildings or structures that are structurally unsafe or not provided with adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety or health, or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, as specified in this chapter, the Code of Iowa, or any other ordinance, are, for the purpose of this chapter, unsafe and dangerous buildings.

**AMEND:** "Dwelling, single-family" means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a single-family residence if it has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment, nor any other essential facility or service with another dwelling unit.

**AMEND:** "Mini-warehouse" means a building or group of buildings, containing varying sizes of individualized, compartmentalized, and controlled stalls or lockers for the dead storage of customers' goods or wares, excluding junk, explosive, or flammable materials, and other noxious or dangerous materials.

**AMEND:** "Setback" means the required minimum horizontal distance permitted between the building line and the related front, side, or rear property line.

**AMEND: 55.10 NONCONFORMING USES**

- 2. Nonconforming Lots of Record.
  - B. The side yard widths of any such lot shall not be less than eight (8) feet.
  - D. The depth of the front yard of any such lot shall align with the neighboring properties' build-to line, but in no case shall the depth of the front yard be less than twenty-five (25) feet.

**AMEND 55.12: STREET FRONTAGE REQUIRED.** No lot shall contain any building used in whole or in part for residential, commercial, or industrial purposes unless such lot abuts at least one established public or private street with frontage on a road or highway that is a part of the State primary or County secondary road system. Frontage on a Level B road does not qualify for this road frontage requirement. The minimum street frontage for each such lot shall be the minimum lot width as required based on the zoning of the property unless the lot is an approved flag lot. Flag lots, when permitted, shall have at least forty (40) feet of frontage on at least one street, and must be approved either by the Zoning Official via a Plat of Survey or by the Board via a Plat of Subdivision. For lots established after the effective date of this Ordinance, access easements shall not be considered acceptable frontage for building purposes. For agricultural purposes only, access may be provided

via a private easement at least twenty (20) feet wide to a public or private street. Private streets shall be established only via a Plat of Subdivision and shall meet the subdivision regulations in accordance with Chapter 56.

**AMEND 55.13: ACCESSORY STRUCTURES.** Accessory structures shall not be permitted within any required front yard. On corner lots or double frontage lots, accessory structures shall conform to the required front yard setback regulations for all abutting streets. Accessory structures shall not occupy more than thirty percent (30%) of the rear yard and shall not exceed the maximum height permitted by the applicable zoning district regulations and shall be built no less than ten (10) feet from a principal building or any other accessory building; however, this regulation shall not be interpreted to prohibit the construction of a four-hundred-forty (440) square foot garage on a minimum rear yard.

**ADD footnote 55.19 Sign Regulations:**

- 2. Signs Permitted Based on Zoning.

\* Setback defined as one-half (1/2) the distance from the front property line of the applicable Zoning District. Highway High Rise signs setback shall be seventy-five (75) feet from the front property line.

**AMEND 55.23 AGRICULTURAL ZONING DISTRICT REGULATIONS (A-1, C-A, A-R)**

- 2. Principal Permitted Uses. Only the following uses or structures or land shall be permitted in the agricultural districts.

	A-1	C-A	A-R
Utilities – Microwave, radio, television, and cellular telephone communication towers.	SUP	P	PR

- 3. Restrictions for Principal Permitted Uses.

E. Veterinary Clinics. All buildings, including any livestock holding facilities, are at least two-hundred (200) feet from "R" residential districts and one-hundred (100) feet from any "A-1" or "A-R" district boundary.

**CLERICAL CORRECTIONS to 55.23 AGRICULTURAL ZONING DISTRICT REGULATIONS (A-1, C-A, A-R).**

- 4. Special Use Permits. Principal permitted uses designated as "SUP" in Subsection 2 of this section shall be permitted only upon approval of a Special Use Permit by the Board of Adjustment in accordance with Section 55.37 in addition to conformance with all appropriate restrictions outlined in Subsection 3 of this section.

**ADDITION TO 55.23 AGRICULTURAL ZONING DISTRICT REGULATIONS (A-1, C-A, A-R).**

- 5. Permitted Accessory Uses **(\*note: insert as letter "B" and re-letter accordingly)**

B. One Accessory Dwelling Unit (ADU) is permitted on the same lot as a single-family residence when the following criteria are met:

- (1) ADU does not exceed the larger of one-thousand (1,000) square feet or fifty percent (50%) of the single-family residence.



(2) ADU shall share all utilities with the single-family residence. For properties with an existing septic, systems must be sized to accommodate the ADU. The system must meet Marion County Code Chapter 44 and State Code Chapter 69.

(3) If a manufactured home is used, it shall be on a permanent foundation and converted to real property to be assessed as real estate.

(4) The ADU can be attached or detached from the single-family residence. When the unit is attached, the ADU shall comply with setbacks for dwellings. When the ADU is detached, the ADU shall comply with the setbacks for accessory structures.

(5) Construction complies with state and local building code regulations.

**AMEND 55.23 AGRICULTURAL ZONING DISTRICT REGULATIONS (A-1, C-A, A-R).**

6. Site Development Regulations.

Regulator	A-1	C-A	A-R
<i>Minimum Side Yard</i>			
<i>Dwellings, each side</i>	15 feet	-	15 feet
<i>Other uses, adj. to "A" and "M"</i>	15 feet	50 feet	15 feet
<i>Other uses, adj to "R" and "C"</i>	15 feet	100 feet	15 feet
<i>Accessory Structures</i>	8 feet	8 feet	8 feet

**ADD VERBIAGE 55.23 AGRICULTURAL ZONING DISTRICT REGULATIONS (A-1, C-A, A-R).**

7. Additional Requirements.

A. Foundations. A permanent foundation is required for all principal dwelling buildings and accessory dwelling units (ADU's).

**ADDITION TO 55.24 RESIDENTIAL ZONING DISTRICT REGULATIONS (RE, R-1, R-2, R-3, R-4, R-5).**

5. Permitted Accessory Uses **(\*note: insert as letter "B" and re-letter accordingly)**

B. One Accessory Dwelling Unit (ADU) is permitted on the same lot as a single-family residence when the following criteria are met:

(1) ADU does not exceed the larger of one-thousand (1,000) square feet or fifty percent (50%) of the single-family residence.

(2) ADU shall share all utilities with the single-family residence. For properties with an existing septic, systems must be sized to accommodate the ADU. The system must meet Marion County Code Chapter 44 and State Code Chapter 69.

(3) If a manufactured home is used, it shall be on a permanent foundation and converted to real property to be assessed as real estate.

(4) The ADU can be attached or detached from the single-family residence. When the unit is attached, the ADU shall comply with setbacks for dwellings. When the ADU is detached, the ADU shall comply with the setbacks for accessory structures.

(5) Construction complies with state and local building code regulations.

**AMEND 55.24 RESIDENTIAL ZONING DISTRICT REGULATIONS (RE, R-1, R-2, R-3, R-4, R-5).**

6. Site Development Regulations. The following minimum requirements shall be observed, subject to modifications contained in Section 55.28 of this chapter.

BULK REGULATIONS				
Regulator	R-1	R-2	R-3	R-4
<i>Minimum Rear Yard<sup>1</sup> (in feet)</i>				
<i>Accessory Structures</i>	8 feet	8 feet	8 feet	8 feet
<i>Minimum Side Yard<sup>1</sup> (in feet)</i>				
<i>Accessory Structures</i>	8 feet	8 feet	8 feet	8 feet

**ADD VERBIAGE 55.24 RESIDENTIAL ZONING DISTRICT REGULATIONS (RE, R-1, R-2, R-3, R-4, R-5).**

7. Additional Requirements.

A. Foundations. A permanent foundation is required for all principal dwelling buildings and accessory dwelling units (ADU's).

**AMEND lettering 55.24 RESIDENTIAL ZONING DISTRICT REGULATIONS (RE, R-1, R-2, R-3, R-4, R-5).**

5. Permitted Accessory Uses.

- F. Temporary buildings...
- G. Solar collectors...
- H. Private Solar...
- I. Small wind...
- J. Common sewage...
- K. Accessory uses...
- L. Beekeeping...

**AMEND 55.25 COMMERCIAL ZONING DISTRICT REGULATIONS:**

6. Site Development Regulations.

BULK REGULATIONS		
Regulator	C-1	C-2
<i>Minimum Side Yard Depth</i>		
<i>Accessory Structures</i>	8	8
<i>Minimum Rear Yard Depth</i>		
<i>Accessory Structures</i>	8	8



BULK REGULATIONS		
Regulator	C-1	C-2
<i>Maximum Height (in feet)</i>		
<i>Accessory structures</i>	25	25

**ADD to 55.26 INDUSTRIAL ZONING DISTRICT REGULATIONS.**

2. Principal Permitted Uses.

PRINCIPAL PERMITTED USES	M-1	M-2
Manufacturing and assembly of equipment, truck, etc.	P	P

6. Site Development Regulations.

BULK REGULATIONS		
Regulator	M-1	M-2
<i>Minimum Side Yard Depth</i>		
<i>Accessory Structures</i>	8	8
<i>Minimum Rear Yard Depth</i>		
<i>Accessory Structures</i>	8	8

**CLERICAL CORRECTION to 55.29 SITE PLAN REGULATIONS:**

3. Procedure.

G. Upon final action by the Board of Supervisors on any site plan, a copy of said site plan, with the action of the Board of Supervisors included, shall be filed with the Zoning Official.

**ADDITION TO 55.38 VARIANCES:**

1. No variation in the application of the provisions of the Zoning Code shall be made unless and until the Board of Adjustment shall be satisfied that granting the variation will not:
- H. Practical difficulties are unique to the property and not self-created; granting the variance will not significantly alter the essential character of the surrounding neighborhood.



6. Marion County Special Event Application:

Knoxville Chamber of Commerce – Knoxville Nationals Parade 8/9/2025



**SPECIAL EVENT PERMIT APPLICATION FORM** MARION CO. AUDITOR

1. SPONSOR Knoxville Chamber of Commerce  
ADDRESS 107 E. Main St. Knoxville, IA 50138  
PHONE \_\_\_\_\_

2. EVENT TYPE: (description) 2025 Nationals Parade

3. EVENT CONTACT PERSON(S) Megan Bennett PHONE 641 891 7912  
ADDRESS 107 E. Main Street E-MAIL director@knoxvilleicichamber.com

4. ON-SITE CONTACT PERSON(S) " " PHONE " "

5. EVENT LOCATION downtown Knoxville

6. EVENT DATE 8/9/25 EVENT START TIME 11am EVENT END TIME 12pm

7. SET UP TIME 10am TAKE DOWN TIME 12pm

8. RAIN DATE/TIME NA

9. RESTROOMS: NUMBER OF TOILETS BEING PROVIDED NA

LOCATION(S) OF TOILETS - NA

USE OF COURTHOUSE RESTROOMS REQUESTED? NA

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

gazebo electricity

10a. ELECTRICAL SOURCE gazebo

10b. WATER SOURCE NA

11. SECURITY Knoxville Police Department

12. SITE PLAN ATTACHED.  YES  NO

13. INDEMNITY AGREEMENT SIGNED AND ATTACHED.  YES  NO

14. INSURANCE CERTIFICATE ATTACHED.  YES  NO

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

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

Megan Bennett  
Signature

7/8/2025  
Date



## INDEMNITY AGREEMENT

In consideration for the granting of permission by the County of Marion, Iowa to the undersigned for the use of the following described property:

902100

For the following purpose only:

parade announcements

On the following date(s):

8/9/2025

The undersigned agrees to defend, indemnify and hold harmless the County of Marion, its agents, officers and employees, from and against any and all claims for injury or damages to persons or property arising out of or caused by the use of such property.

The undersigned further agrees upon receipt of notice from the County of Marion to defend at its own expense the County of Marion, its agents, officers and employees from any action or proceeding against the County of Marion, its agents, officers or employees arising out of or caused by the use of such property. The undersigned agrees that a judgment obtained in any such action or proceeding shall be conclusive in any action by the County, its agents, officers or employees against the undersigned, when so notified as to the undersigned's cause of the injury or damage, as to the liability of the County, its agents, officers and employees to the plaintiff in the first named action, and as to the amount of the damage or injury. The County of Marion, its agents, officers and employees may maintain an action against the undersigned to recover the amount of the judgment together with all the expenses incurred by the County, its agents, officers and employees in the action.

I HAVE READ THIS INDEMNITY AGREEMENT, I UNDERSTAND THE EFFECT OF THIS INDEMNITY AGREEMENT, I AM AUTHORIZED TO SIGN THIS INDEMNITY AGREEMENT, AND I AM SIGNING THIS INDEMNITY AGREEMENT VOLUNTARILY.

Dated this 8 day of July, 2025.

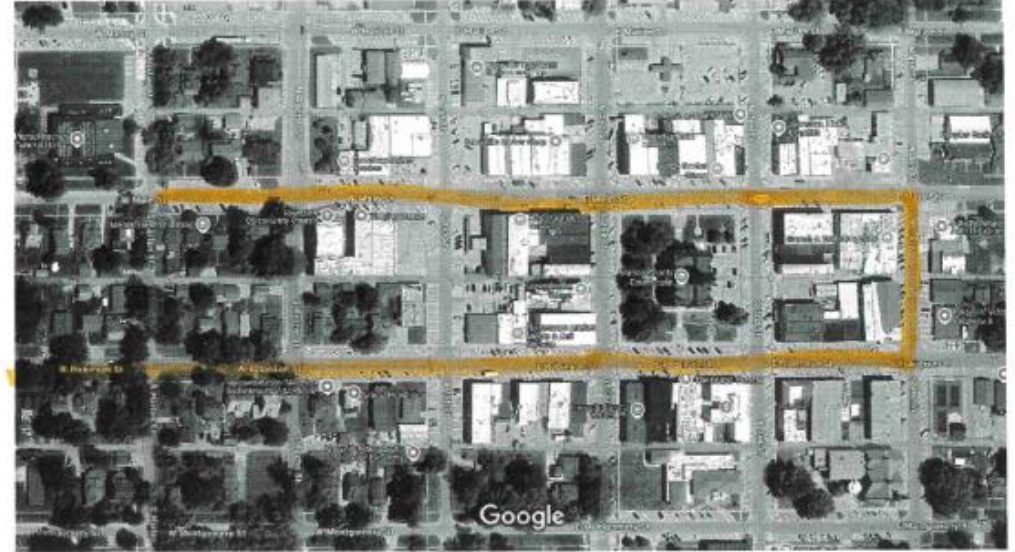
Organization: Knoxville Chamber of Commerce

By: Megan Bennett

Title: Director



## Google Maps



Imagery ©2025 Airbus, Imagery ©2025 Airbus, CNES / Airbus, Maxar Technologies, Map data ©2025 100 ft

parade routes begins <sup>going east</sup> on Main Street (west of Roche St), turns right on N. 4th St for one block going south, and turns right on to Robinson St. heading west past Brobst Street



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

POLICY NUMBER: 1298261

COMMERCIAL GENERAL LIABILITY  
CG 20 26 12 19

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Kelly Harvey	
McKay Insurance Agency, Inc.		<b>PHONE:</b> (641) 842-2135	<b>FAX (A/C. No.):</b> (641) 828-2013
106 East Main Street		<b>E-MAIL ADDRESS:</b> Kelly@mckayrnsagency.com	
P O Box 151			
Knoxville	IA 50138	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: West Bend Mutual	15350
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: CL255067221 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		1298261	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROPAGS \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1298261	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$ 0			1298261	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 For the use of the Gazebo and Electricity for the Knoxville Nationals Parade on August 9, 2025. Certificate holder is an additional insured but only with respect to liability arising out of the operations of the above named insured.

**Name Of Additional Insured Person(s) Or Organization(s):**  
 Marion County, its agents, officers, and employees  
 214 E Main St, Knoxville, IA 50138-2545

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance; whichever is less.

However:

This endorsement shall not increase the applicable limits of insurance.

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Marion County, its agents, officers, & employees 214 E. Main Knoxville IA 50138	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Sandy Clark</i>

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CG 20 26 12 19

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Page 1 of 1



7. Marion County Special Event Application:

Knoxville Area Community Hospital – Girls Night Out 9/25/2025



## SPECIAL EVENT PERMIT APPLICATION FORM

1. **SPONSOR** Knoxville Hospital & Clinics

**ADDRESS** 1002 S. Lincoln St., Knoxville

**PHONE** 641-842-2151

2. **EVENT TYPE: (description)** This year we are holding our Girls Night Out event (annual event that celebrates women and raises awareness about cancers and health issues that affect women) in connection with Knoxville Area Merchants who will be offering specials and fun activities.

The event will include vendors set up on Third Street between Marion & Montgomery, in addition to the south and north Courthouse lawn.

---

3. **EVENT CONTACT PERSON(s)** Katrina Nelson

**PHONE** 641-842-1418

**ADDRESS** 1002 S. Lincoln St., Knoxville    **E-MAIL** knelson@knoxvillehospital.org

4. **ON-SITE CONTACT PERSON(s)** Katrina Nelson

**PHONE** 641-891-1253

5. **EVENT LOCATION** On Third Street, we would like to request the use of the east parking lot of the Courthouse for vendor setup between 1 PM – 8 PM. The south drive will be left open for security vehicles. On the Courthouse lawn, we would like to request the use of the south and north lawn (along Robinson & Main Streets) for vendor set up; we would also like to request use of the bandstand on the south lawn.

6. **EVENT DATE** 9/25/25                      **EVENT START TIME** 5 PM    **EVENT END TIME** 7 PM

7. **SET UP TIME** 1 PM    **TAKE DOWN TIME** 8 PM

8. **RAIN DATE/TIME** NA

9. **RESTROOMS: NUMBER OF TOILETS BEING PROVIDED** We will provide two porta potties.

**LOCATION(S) OF TOILETS** They will be set up in the gravel parking lot on Third Street.

**USE OF COURTHOUSE RESTROOMS REQUESTED?** No

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

10a. **ELECTRICAL SOURCE** Electric hook up off the English Valley Wellness building

10b. **WATER SOURCE** NA

11. **SECURITY** NA


12. **SITE PLAN ATTACHED.**                       YES     NO

13. **INDEMNITY AGREEMENT SIGNED AND ATTACHED.**     YES     NO

14. **INSURANCE CERTIFICATE ATTACHED.**                       YES     NO

15. **DAMAGE DEPOSIT INCLUDED (AMOUNT \$100)**     YES     NO

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

  
Signature

7-9-25  
Date

## INDEMNITY AGREEMENT

In consideration for the granting of permission by the County of Marion, Iowa to the undersigned for the use of the following described property:

On Third Street, we would like to request the use of the east parking lot of the Courthouse for vendor setup between 1 PM – 8 PM. The south drive will be left open for security vehicles. On the Courthouse lawn, we would like to request the use of the south and north lawn (along Robinson & Main Streets) for vendor set up; we would also like to request use of the bandstand on the south lawn.

For the following purpose only:

Girls Night Out event

On the following date(s): Thursday, September 25, 2025

The undersigned agrees to defend, indemnify and hold harmless the County of Marion, its agents, officers and employees, from and against any and all claims for injury or damages to persons or property arising out of or caused by the use of such property.

The undersigned further agrees upon receipt of notice from the County of Marion to defend at its own expense the County of Marion, its agents, officers and employees from any action or proceeding against the County of Marion, its agents, officers or employees arising out of or caused by the use of such property. The undersigned agrees that a judgment obtained in any such action or proceeding shall be conclusive in any action by the County, its agents, officers or employees against the undersigned, when so notified as to the undersigned's cause of the injury or damage, as to the liability of the County, its agents, officers and employees to the plaintiff in the first named action, and as to the amount of the damage or injury. The County of Marion, its agents, officers and employees may maintain an action against the undersigned to recover the amount of the judgment together with all the expenses incurred by the County, its agents, officers and employees in the action.

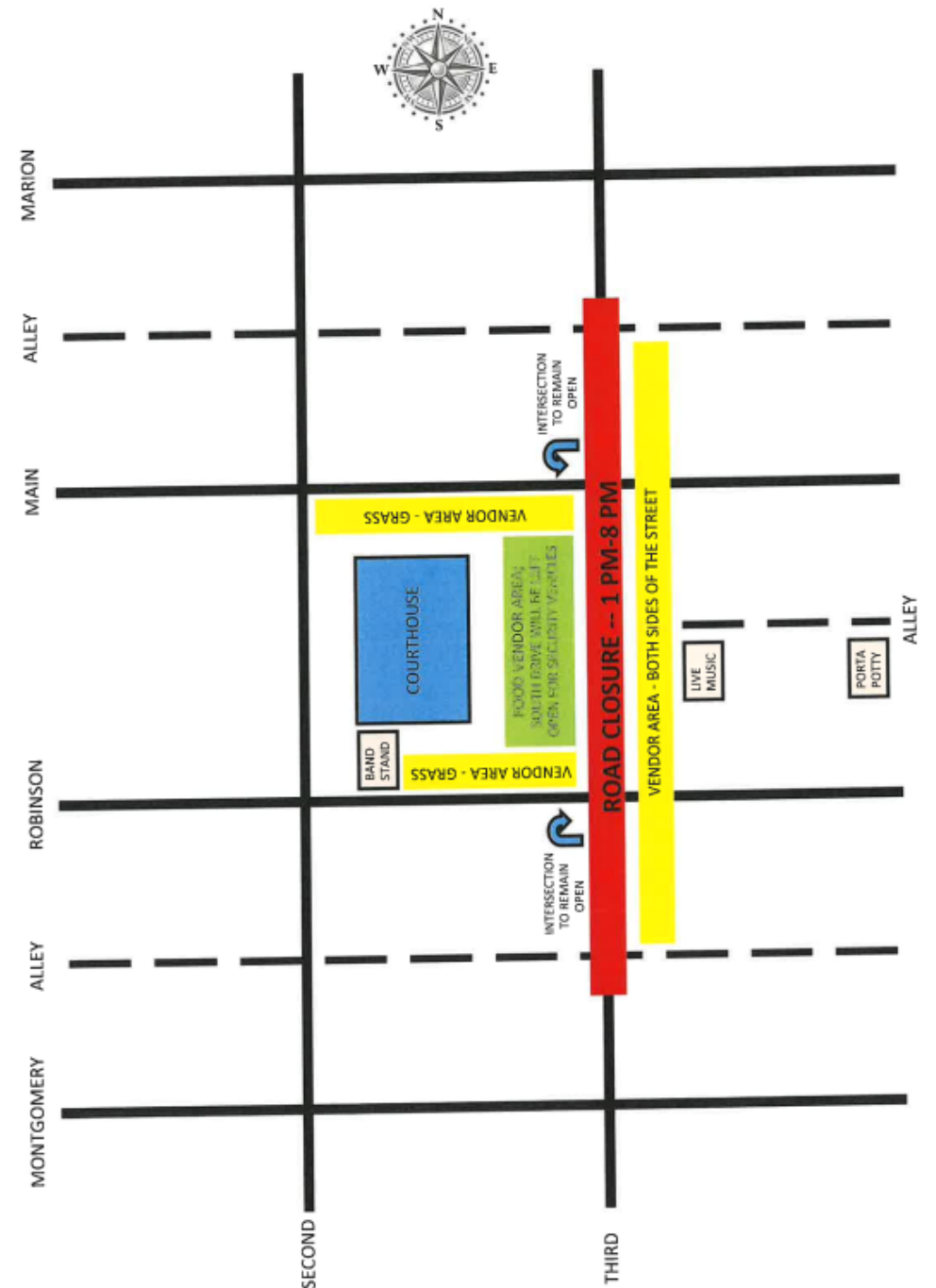
I HAVE READ THIS INDEMNITY AGREEMENT, I UNDERSTAND THE EFFECT OF THIS INDEMNITY AGREEMENT, I AM AUTHORIZED TO SIGN THIS INDEMNITY AGREEMENT, AND I AM SIGNING THIS INDEMNITY AGREEMENT VOLUNTARILY.

Dated this 9th day of July, 2025.

Organization: Knoxville Hospital & Clinics

By: Katrina Nelson

Title: Public Relations Director





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

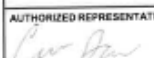
<b>PRODUCER</b> AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945	<b>CONTACT NAME:</b> Kelly Krahl <b>PHONE (A/C, No, Ext):</b> 515-453-9318 <b>FAX (A/C, No):</b> 515-453-9318 <b>E-MAIL ADDRESS:</b> kelly.krahl@assuredpartners.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: COPIC Insurance Company      NAIC # 11860 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>INSURED</b> Knoxville Hospital & Clinics 1002 South Lincoln St. Knoxville IA 50138-3121

**COVERAGES**      **CERTIFICATE NUMBER:** 1030357750      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LDC <input type="checkbox"/> OTHER		HC10000152	12/15/2024	12/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					\$ \$ \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UC10000153	12/15/2024	12/15/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ \$ PER STATUTE    DTR-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N    N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					\$ \$ \$
A	Medical Professional Liability		HC10000152	12/15/2024	12/15/2025	Each Claim Aggregate 1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Marion County 214 E Main Street Knoxville IA 50138	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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8. Class C Retail Alcohol License with Outdoor Service Renewal:

Countryside Properties of Iowa dba Countryside Wedding and Events –  
1995 Hwy 5, Knoxville, IA 50138





## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Countryside Properties of Iowa LLC	Countryside Wedding and Events	(641) 891-4563		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1995 Hwy 5		Knoxville	Marion	50138
MAILING ADDRESS	CITY	STATE	ZIP	
1780 Hwy G76 Apartment, suite, unit, building, floor	Bussey	Iowa	50044	

## Contact Person

NAME	PHONE	EMAIL
Curtis Lambirth	(641) 891-3152	countrysideofiowa@gmail.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0047439	Class C Retail Alcohol License	12 Month	Submitted to Local Authority
EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS	
July 23, 2025	July 22, 2026		
SUB-PERMITS			
Class C Retail Alcohol License			



## PRIVILEGES

Outdoor Service

## Status of Business

### BUSINESS TYPE

Limited Liability Company

## Ownership

### Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Jennifer Lambirth	Knoxville	Iowa	50138	co-owner	50.00	Yes
Curtis Lambirth	Bussey	Iowa	50044	owner	50.00	Yes

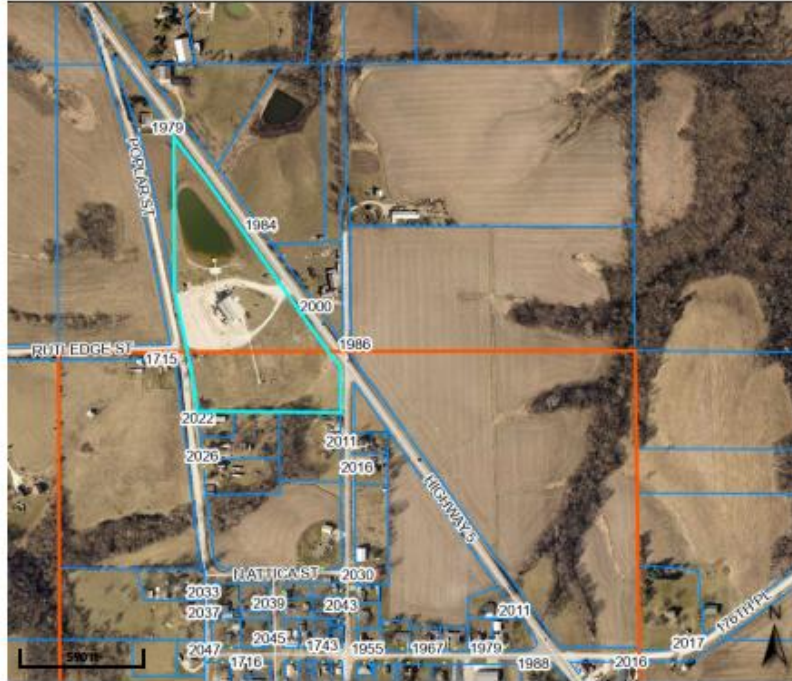
## Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Founders Insurance Company	July 23, 2025	July 23, 2026
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE



### Countryside Properties - 2025

1995 Hwy 5



#### Overview



#### Legend

- Parcels
- Parcel
- BLL
- Survey Townships
- 911 Roads
- Address Points
- Corporate Limits

Parcel ID	0422502000	Alternate ID	n/a	Owner Address	Countryside Properties of Iowa
Sec/Twp/Rng	2-74-19	Class	C		1760 Hwy G76
Property Address	1995 HWY 5	Acres	13.92		Bussey, IA 50044

District: KNOXVILLE  
 INDIANA TWIN CEDARS

Brief Tax Description: SW SW E24AC S OF HWY & NW NW SEC 11 N292' OF E314' & W25RDS OF E44RDS OF N16RDS

*(Note: Not to be used on legal documents)*

Before starting any construction projects, contact the Marion County Zoning department about Building Permit requirements.

Date created: 7/10/2025  
Last Data Uploaded: 7/10/2025 8:16:06 AM

Developed by SCHNEIDER GEOSPATIAL



9. Appointment:

Marion County Representative –  
City of Pella Building Code of Appeals

- Marc Vande Noord – term ending 8/1/2030



10. Knoxville Senior Center:

Travis Trust Funding Request



11. Engagement Letter:

Ahlers & Cooney P.C. – Services Agreement





Ahlers & Cooney, P.C.  
Attorneys at Law  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
Phone: 515-243-7811  
Fax: 515-243-2149  
www.ahlerslaw.com  
Nathan J. Overberg  
515.248.0329  
noverberg@ahlerslaw.com

July 15, 2025

Sent via email: [jgrandia@marioncountyiowa.gov](mailto:jgrandia@marioncountyiowa.gov)

Mr. Jake Grandia  
County Auditor  
214 East Main Street  
Knoxville, Iowa 50138

RE: Engagement Letter – Amendment No. 2 to the Amended and Restated 28E Agreement with the City of Knoxville, Iowa

Dear Jake:

The purpose of this Engagement Agreement (“Agreement”) is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent Marion County, Iowa (the “County”) in connection with a development agreement with an Amendment No. 2 to the Amended and Restated 28E Agreement with the City of Knoxville, Iowa (the “Amendment”).

#### SCOPE OF ENGAGEMENT

We agree to perform the following services for the fees we charge under this Agreement:

1. Prepare the Amendment, based on the information provided to us by the County;
2. Prepare proceedings to be used for setting the date of a public hearing on the Amendment, and proceedings for the date fixed for the public hearing and adoption of the Amendment;
3. Answer questions and advise County staff and the Board throughout the adoption process for the Amendment; and
4. Complete a transcript file record related to the adoption of the Amendment.

Our duties under this Agreement are limited to those expressly set forth above. Absent a separate engagement agreement regarding one or more of the following services, the services provided and the fees charged hereunder do not include:

1. Preparing the legal descriptions to be used in the Amendment;

Page 2

2. Defending any legal challenges to or arising out of the Amendment;
3. Confirming or calculating any potential tax increment anticipated within the Urban Renewal Area, or pursuant to a given project, or otherwise acting in a financial advisory role;
4. Administering the Amendment after the adoption of the Amendment (and after completion of the transcript file on the Amendment); or
5. Any bond (finance) related services.

It is not anticipated that it will be necessary for us to personally attend Board meetings in order to accomplish our work. We will be coordinating our services with you and other County staff, as directed by the County. In the event that public hearings or litigation should occur in the course of this matter, we would expect the same to be handled by the County Attorney, unless special arrangements are made for our participation.

#### ATTORNEY-CLIENT RELATIONSHIP

As confirmed by the execution of this Agreement, the County will be our client and an attorney-client relationship will exist between us for purposes of providing the services listed above. Our services are limited to those contracted for in this letter and the County’s execution of this Agreement will constitute an acknowledgement of those limitations. The Firm’s engagement under this Agreement will end when the Amendment is adopted/approved by the Board and our final invoice has been paid.

#### FEES

The attorneys working in the economic development practice area of the firm, including Nathan Overberg, will be the attorneys chiefly responsible for providing you with these legal services. However, if efficient and appropriate, we may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. Mr. Overberg’s 2025 hourly rate is \$350. Work performed by other attorneys will be billed at their 2025 hourly rate (from \$210-\$525 per hour). Work by legal assistants will be billed at \$145-\$165 per hour. Our rates are generally adjusted on an annual basis, as of January 1st of each year.

It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the County terminates the engagement governed by this Agreement before the completion of the services described herein, we will bill the County for the services rendered as of the date of termination based on the hourly rates of those who provided services.



**RECORDS**

At the County's request, any documents furnished by the County will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the above referenced project will be retained by us. Following the completion of our services under this Agreement, we may store some or all client file materials in a digital format. After any paper documents created or received in connection with the services under this Agreement are digitized, we will intend to destroy the physical records and only maintain electronic records related to this matter, consistent with the Firm's records retention policy. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement.

**APPROVAL**

Please carefully review the terms and conditions of this Agreement. **If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the Board of Supervisors, and execute, date, and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me. As always, we appreciate the opportunity to represent the County and we look forward to working with you on this project.

Ahlers & Cooney, P.C.

Sincerely,

By:



Nathan J. Overberg

Accepted and approved on behalf of the Board of Supervisors of Marion County, Iowa\*

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

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

\*Authorized by action of the governing body, approved on \_\_\_\_\_, 2025.

4932-2223-2406-1119431-013



12. Medical Examiner:

Update Marion County Iowa Medical Examiner Policy



## **Marion County Iowa Medical Examiner Policy**

**GENERAL POLICY:** The Marion County Medical Examiner Office personnel are appointed by and paid by the Marion County Board of Supervisors in conjunction with The Marion County Public Health Department (MCPHD). Their duties are outlined by Iowa Code 331.802 and Iowa Administrative Code 641-127, the Iowa State Medical Examiner's office and the most recent publication of the County Medical Examiner's Handbook, published by the Iowa State Medical Examiner's office. The business and financial oversight will be guided by Marion County policy.

**APPOINTMENTS:** The Marion County Board of Supervisors will appoint one County Medical Examiner (CME), up to two additional deputy county medical examiners (DCME), and up to four Medical Examiner Investigators (MEI). The Marion County Medical Examiner (CME), Deputy County Medical Examiners (DCME) and Medical Examiner Investigators (MEI) are considered independent contractors and are not employees of Marion County in that role.

**PAYMENT OF PERSONNEL:** The Marion County appointed Medical Examiner (CME) and Deputy County Medical Examiners (DCME) will be paid an annual compensation of \$7,500, divided into 4 quarterly payments of \$1875 in October, January, April and July in which the CME/DCME is active for all services required in IAC 641-127. This compensation considers duties shared by three physicians. Should there be a decrease in physicians covering duties, compensation will be adjusted as outlined below until medical examiner(s) are appointed to the vacant positions(s). If there are two physicians, the appointed CME and DCME will be paid an annual compensation of \$11,250, divided into 4 quarterly payments of \$2,812.50 in October, January, April and July in which the CME/DME is active for all services required in IAC 641-127. If one physician is covering all duties, the CME/DCME will be paid an annual compensation of \$22,500, divided into 4 quarterly payments in \$5,625, in October, January, April and July in which the CME/DCME is active for all services required in IAC 641-127. The CME/DCME will be scheduled on a rotating system and provide coverage 24 hours a day, 7 days a week and 365 days of the year. The rotation calendar will be established each December for the following calendar year and will be made available to all Medical Examiner office staff, funeral homes, and other interested parties.

Medical Examiner Investigators (MEI) are paid \$250.00 per event worked. This compensates for the investigation, completion, and submission of forms/reports as required in IAC 641-127. Each event will be logged in the local MEI local data spreadsheet and the Iowa State Medical Examiner's website. All ME/ME-I reports will be submitted to the Marion Co. Attorney's office as required by Iowa Code.

**TRANSPORTS LOCALLY AND FOR AUTOPSY:** Once the ME/MEI has completed their review of the case and the decedent, the removal of a body going to the funeral home, rather than IOSME, will be at the time and expense of the requested funeral home. The ME/ME-I will remain on scene to assist and provide appropriate necessary information. A designee to transport descendants for autopsy will be requested and mutually agreed upon by that entity and the Medical Examiner's Office. The designee will be paid \$350 for initial transport from the scene to the Iowa State Medical Examiner's Lab in Ankeny. If the same designee transports the decedent to and from The Iowa State Medical Examiner's Lab in Ankeny that designee will be paid a total of \$500. These fees will include picking up decedent, wait time and transport to or from the State Medical examiner's Lab in Ankeny. There is an understanding that occasionally there may be cases that present unusual circumstances and those will be reviewed on a case-by-case basis.

**CREMATION PERMITS:** Cremation permit fees will be paid directly to CME/DCME who completed the cremation permit. CME/DCME will be responsible for their own billing and collection process.

**ME/MEI PREPARATION AND TESTIMONY:** With pre-approval, the Marion County Medical Examiner may approve additional payment of no more than \$200 per diem plus mileage and travel expenses for cases which require preparation and testimony for the court on a case-by-case basis.

**JURISDICTION DECLINED:** With pre-approval, the Marion County Medical Examiner may approve additional payment of no more than \$100 per diem for jurisdiction declined cases that require more than usual minimal investigation and decision making on a case-by-case basis.

**BUSINESS MANAGEMENT:** The Medical Examiner Budget will be completed and managed by the Marion County Public Health Department (MCPHD), with oversight by the Marion County Medical Examiner. Fiscal processing will be managed by MCPHD, using the department's routine fiscal policies and processes, submission to the Marion County Auditor's office, and oversight within the established county system. MCPHD will bill other counties for medical examiner services and autopsies as needed. Revenue will be returned to the general fund in the Medical Examiner revenue budget.

All information necessary for payment of MEIs and funeral homes, and for billing to other counties for services, will be documented on the Marion County Medical Examiner spreadsheet. The MCPHD Financial Program Manager and the Director will have access to that document. The MCPHD will generate warrants each month to submit payments using established rates to funeral homes, MEIs, Medical Examiner (quarterly), and Deputy Medical Examiners (quarterly) from these documents.

Allowable expenses will be paid when documentation is provided and approved by the County Medical Examiner. These expenses include but are not limited to; educational registration, continuing education related to medical examiner duties, county medical examiner dues, meals, and hotel expenses. CME/DCME/MEIs will be paid directly or reimbursed with submission of an expense voucher and itemized receipts. Limits are the same as allowable state rates. Reimbursements with itemized receipts will be submitted to the financial program manager at MCPHD to be reviewed and placed in the "bill box" to be paid. Bills need to be in the bill box by noon on the first Monday of the month for preparation and approval from the department director. Approved bills will be submitted to the County for payment. Approved bills are paid the week of the second Tuesday of the month. All bills should be submitted no later than the end of the month following the service rendered. All June bills must be submitted no later than July 15.

**UNUSUAL CIRCUMSTANCES:** If there are unusual circumstances not covered in this policy, IAC or the Medical Examiner's Handbook, any paid services will require prior approval of the Marion County Medical Examiner.

### 13. Shared School Resource Officer Proposal:

Scott Bridges - Twin Cedars & Melcher-Dallas School Superintendent



## Melcher-Dallas Community School District

Job Title	School Resource Officer	Department/Building	All
Reports to	Commanding Officer	Class/Group	Non-Employee
FLSA Status	N/A	Work year	Ongoing
Pay Rate	TBD	Revision Date	

**Summary:** The School Resource Officer (SRO) is present in the district to assist district administration in developing/maintaining procedures to handle district safety issues. The SRO conducts him/herself above reproach, is a positive role model, and serves as a good example of the professional law enforcement officer. The SRO models respect for students and parents and displays fairness and consistency in handling issues that occur.

### **Performance Responsibilities:**

- Foster educational programs/activities to increase each student's knowledge of and respect for the law and the function of law enforcement;
- Attend extracurricular activities held at the District's schools within the County, when feasible, and promote a positive relationship between students and law enforcement officials;
- Understand school policies regarding how to distinguish disciplinary infractions to be handled by school officials versus criminal activity that warrants SRO involvement;
- Review enforcement and investigative techniques at local schools and work with District personnel to provide in-service training to staff with regard to crisis management and school security;
- Work with the District's personnel to advise concerning vehicular and traffic safety on and around the school campuses;
- Act swiftly and cooperatively when responding to disruptions and criminal offenses at school or on school grounds, such as: disorderly conduct by trespassers; the possession and/or use of weapons on campus; the possession, sale, distribution or use of alcohol or controlled substances; rioting or dangerous demonstrations; serious acts of vandalism; etc.;
- Make reports of criminal offenses as per Department regulations as warranted, and investigate such acts that may occur at schools;
- Provide assistance to other officers of the Department or other law enforcement agencies in their investigations of criminal offenses which are alleged to occur off campus, but may be related to school activities;
- Familiarize themselves with the many issues confronting students, e.g., alcohol and drug use, gang involvement, weapons, bullying, and teenage suicide;
- Work collaboratively with the District, SROs from other jurisdictions within the County, and the County Probation and Health Departments to create safe and drug free schools and promote healthy youth development;
- Provide direct intervention to children who are victims, witnesses, or perpetrators of violent crime;

### **Qualifications:**

- The SRO shall remain an employee of the County, and shall not be considered an employee of the District. The District and the County acknowledge that the SRO shall remain responsive to the chain of command of the Department.



14. Resolution 2025-77:

Junction 92 Road Department Shop Project Change Order #5





**RESOLUTION NO. 2025-77**

**WHEREAS:** on November 28, 2023 Marion County received bids for the Marion County Maintenance Facility (the "Project") described as the main shop at the Road Department's Junction 92 Facility; and;

**WHEREAS:** Breiholz Construction Co. has been presented the change order Calhoun Burns & Associates and FRK Architects-Engineers, P.C. worked with Marion County on to propose the changes following the issues that have arose;

**WHEREAS:** Marion County reviewed and accepted the Proposal Requests #15;

**WHEREAS:** the requests result in a net decrease of \$20,018.43 to the contract amount;

**NOW THEREFORE, BE IT RESOLVED:** that Marion County approve Change Order No. 5 of -\$20,018.43 for the Project with; Breiholz Construction resulting in a change in the contract sum from \$5,617,525.03 for the construction of a new Road Department shop in Marion County, IA to \$5,597,506.60.

Adopted this \_\_\_\_\_ day of July, 2025

\_\_\_\_\_  
Kisha Jahner  
Marion County Board Chair

Attest:

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

**Change Order**

<b>PROJECT:</b> (Name and address) #1075 Marion County Maintenance Facility Knoxville, IA	<b>CONTRACT INFORMATION:</b> Contract For: General Construction including Electrical and Mechanical Date: December 12, 2023	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 005  Date: July 15, 2025
<b>OWNER:</b> (Name and address) Marion County  214 East Main St. Knoxville, IA 50138	<b>ARCHITECT:</b> (Name and address) Frevort-Ramsey-Kobes Architects-Engineers, P.C. 2600 Westown Parkway, Suite 340 West Des Moines, IA 50266	<b>CONTRACTOR:</b> (Name and address) Breiholz Construction Company  1527 Maine St. Des Moines, Iowa 50314

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

1. Per Proposal Request PR 15 compensate CBA Engineers for additional services in the deduct amount of	DEDUCT (\$20,018.43)
	<b>TOTAL DEDUCT (\$20,018.43)</b>

**CREDIT THE CONTRACT**

The original Contract Sum was	\$ 5,837,000.00
The net change by previously authorized Change Orders	\$ -219,474.97
The Contract Sum prior to this Change Order was	\$ 5,617,525.03
The Contract Sum will be decreased by this Change Order in the amount of	\$ 20,018.43
The new Contract Sum including this Change Order will be	\$ 5,597,506.60

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be unchanged.

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Frevort-Ramsey-Kobes Architects-Engineers, P.C. _____ <b>ARCHITECT</b> (Firm name)	Breiholz Construction Company _____ <b>CONTRACTOR</b> (Firm name)	Marion County _____ <b>OWNER</b> (Firm name)
 _____ <b>SIGNATURE</b>	_____ <b>SIGNATURE</b>	_____ <b>SIGNATURE</b>
Thomas C. Wollan, AIA, LEED AP _____ <b>PRINTED NAME AND TITLE</b>	_____ <b>PRINTED NAME AND TITLE</b>	_____ <b>PRINTED NAME AND TITLE</b>
7.15.2025 _____ <b>DATE</b>	_____ <b>DATE</b>	_____ <b>DATE</b>

## 15. Board of Supervisor Updates



## VII. BOARD OF SUPERVISOR ADJOURNMENT

