

The Marion County Board of Supervisors met in regular session at 3014 E. Main St. Knoxville, IA 50138 on Tuesday September 12, 2023 with Mark Raymie, Steve McCombs, and Kisha Jahner present in-person. Public access to the meeting was available in-person and electronically. Board Chair Jahner opened the regular session at 9:00 A.M.

Unless otherwise indicated, all the motions offered at this meeting were carried with the following vote:

Ayes: Raymie, McCombs, Jahner Nays: None Abstentions: None Absent: None

Agenda:

Raymie moved and McCombs seconded to approve the agenda as posted.

Communications: None

Public Comments:

1. Emily Feagins, Marion County Assistant EMA/911 Coordinator: Statement recognizing September as National Preparedness Month

Consent Agenda:

Raymie moved and McCombs seconded to approve the consent agenda as follows:

1. Marion County Warrants #251469 - #251658 through 9/12/2023.
2. Marion County Regular Session Board of Supervisor Minutes: 8/22/2023
3. Marion County Special Session Board of Supervisor Minutes: 8/15/2023
4. Marion County employee salary adjustments. Complete list available in the Human Resource Office.

Business:

1. Raymie moved and McCombs seconded to approve Special Class C Retail Native Wine License Permit Application – 8/20/2023- 9/19/2024:

- Nearwood Industries, LLC (Nearwood Winery)
- Premise Location: 1699 Hwy 14, Knoxville, IA 50138

2. Raymie moved and McCombs seconded to approve Resolution 2023-81 Resolution Consenting to Landfill Gas License Agreement Between the South Central Iowa Solid Waste Agency and SCI RNG, LLC as follows:

WHEREAS, Marion County is a member of the South Central Iowa Solid Waste Agency (SCISWA); and

WHEREAS, pursuant to the 28E Agreement creating SCISWA, Marion County reserves all mineral rights, present and future, on the SCISWA landfill site; and

WHEREAS, SCISWA and SCI RNG, LLC (Pine Creek) desire to enter into a Landfill Gas License Agreement whereby Pine Creek is granted a license to process and transport all landfill gas created at the SCISWA landfill; and

WHEREAS, Marion County agrees that this is a beneficial arrangement for SCISWA and its members and wishes to formally consent and authorize such license agreement.

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

1. That Marion County hereby consents and authorizes SCISWA to enter into a Landfill Gas License Agreement with SCI RNG, LLC for the processing and transport of landfill gas from the SCISWA landfill.
2. That Marion County does not consider landfill gas to be a mineral right, but for the avoidance of doubt, and to the extent any later determination is made that landfill gas is a mineral right, Marion County hereby expressly transfers and conveys any rights that it may have in such landfill gas to SCISWA.

3. Raymie moved and McCombs seconded to approve Memorandum of Understanding (MOU) with Polk County, Iowa regarding Judicial Mental Health Advocate services as follows:

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

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

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

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

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

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

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

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

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

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

1. EFFECTIVE DATE & TERM. This MOU shall be effective as of the date on which the final signature is affixed hereto. This MOU shall continue in force until terminated as set forth in Paragraph 5 below.
2. POLK COUNTY RESPONSIBILITIES.
 - a. Polk County shall establish and maintain an Agreement for Services with the JMHA, as appointed by the Polk County Board of Supervisors.
 - b. The JMHA shall be a contracted at will employee of Polk County. Polk County shall ensure that the Agreement for Services with the JMHA shall comply the county responsibilities as set forth in Iowa Administrative Code Section 441—25.55.
 - c. Polk County shall monitor the compliance of the JMHA with the terms of their agreement, and shall implement a quality assurance system as set forth in Iowa Administrative Rule 441—25.57. Polk County shall make recommendations to Marion County as to assessments and areas in need of improvement for the JMHA position as needed.
 - d. Polk County shall generate a bi-weekly payroll process for the JMHA and keep a detailed accounting of hours worked and paid time off (PTO) as supporting documentation.

- e. Expenses for job related training that have been approved by the Polk County Mental Health and Disability Services Region Administrator shall be submitted to Polk County for reimbursement.
- f. Polk County shall supply the Advocate with required office supplies and equipment.
- g. Polk County shall bill Marion County, by way of the CROSS Mental Health and Disability Services Region, an annual fee calculated upon the most recent population (as defined by Iowa Code Section 255C.55 (2023)) estimate of Marion County. The fee beginning July 1, 2023 shall be \$8,136.00 and shall be directed towards the total Advocate salary and operations. The fee billed to Marion County may be updated on an annual basis pursuant to population estimates and projected expenses.

3. MARION COUNTY RESPONSIBILITIES.

- a. Marion County shall abide by the terms and conditions set forth in the Agreement for Services signed between Polk County and the JMHA to comply with the requirements of Iowa Administrative Code Section 441—25 as applicable to the JMHA when the JMHA is performing work for Marion County.
- b. Marion County shall pay Polk County an annual fee calculated upon the most recent population (as defined by Iowa Code Section 255C.55 (2023)) estimate of Marion County. The fee beginning July 1, 2023 shall be \$8,136.00 and shall be directed towards the total Advocate salary and operations. The fee billed to Marion County may be updated on an annual basis pursuant to population estimates and projected expenses.
- c. Marion County shall coordinate with the CROSS Mental Health and Disability Services Region to ensure payment to Polk County.

4. LIABILITY. For purposes of establishing personal liability pursuant to Iowa Code Chapter 670, the JMHA shall be considered an agent or employee of Polk County when serving Polk County and an agent or employee of Jasper or Marion County when serving that respective county.

5. TERMINATION. Either party to this MOU may terminate this MOU without cause by giving sixty (60) days prior written notice of termination to the other Party. Notice shall be given to the person designated to receive such notice. This MOU additionally may be terminated at any time upon consent of both parties.

6. AMENDMENT. This MOU may be modified or amended at any time if the amendment is made in writing and is signed by both parties.

7. SEVERABILITY. If any provision of this MOU is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8. WAIVER. The failure of either Party to enforce any provision of this MOU shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this MOU.

9. COMPLIANCE WITH LAWS. Each Party agrees that it will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of its obligations under this MOU.

10. APPLICABLE LAW. This MOU shall be governed by the laws of the State of Iowa.

4. McCombs moved and Raymie seconded to approve Resolution 2023-82 Highway Safety Improvement Program (HSIP) Funding Agreement for G28 Guardrail Upgrades as follows:

WHEREAS, Iowa Code Section 306A.7 allows the Iowa Department of Transportation and Marion County to enter into an agreement for financing transportation improvement projects, and

WHEREAS, Marion County has applied for and received funds through the Highway Safety Improvement Program - SWAP (HSIP-SWAP), and

WHEREAS, the Project includes guard rail replacement and upgrade of over 3,000 feet of existing guardrail along County Road G28, and

WHEREAS, Marion County has been awarded \$400,000 of funds from (HSIP-SWAP) requiring no minimum match, and

WHEREAS, a project, HSIP-SWAP-CO63(148)--FJ-63, to install guardrail on G28 is included in the current Construction Five Year Program, and

NOW THEREFORE, BE IT RESOLVED, that the Marion County Board of Supervisors shall enter into an agreement with the Iowa Department of Transportation, Agreement No. 05-23-HSIP-SWAP-023, to utilize awarded funding for the Guard Rail Improvement Project along G28 in Marion County.

5. Missy Poffenbarger, Marion County Zoning Director, presented statistics regarding activity levels of building permits, zoning permits, variances, special use permits and land use permits. Poffenbarger then requested the authority to post an Assistant Zoning Administrator Position. The Board held discussion with Poffenbarger regarding job details, cross training, continuity, and wages. Raymie moved and McCombs seconded to approve the request to post an Assistant Zoning Administrator Position.

6. Raymie moved and McCombs seconded to approve Change Order #1 – Iowa Hwy 163 Turn Lane Addition – LDJ RISE Grant Project for a net contract decrease of \$4,774.26.

Board of Supervisor Update:

Raymie – Adkins Project update, EMS Service Director recommendation and No Confidence communication

McCombs – Landfill meeting

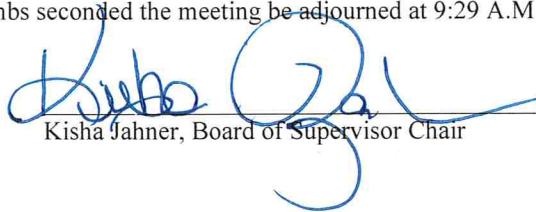
Jahner – HF718 Training, Economic Development Quarterly meeting, Impact meeting

Adjournment:

There being no other business, Raymie moved and McCombs seconded the meeting be adjourned at 9:29 A.M.



Jake Grandia, Auditor



Kisha Jahner, Board of Supervisor Chair