



MARION COUNTY encourages all citizens of the county to attend Board of Supervisors' meetings. Board of Supervisors' chambers are handicapped accessible a county staff members are available to provide assistance if needed. 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 Steve Edwards (641-828-2213 or 641-891-8225).

**\*PLEASE TURN OFF ALL CELL PHONES & BEEPERS IN THE  
BOARDROOM\***

**The following information is available for participating in the meeting electronically.**

**Please see instruction below:**

- All participants will be muted upon entering the meeting.
- Participants are asked to use the chat feature to let the meeting controller know that they would like to address the Board, either during the open comments segment or if attending the meeting to address the Board for a specific agenda item.

Marion County is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us06web.zoom.us/j/87930412204?pwd=Z3F6NTlaZjRYcC9MOFYvcHZnYk9jUT09>

Meeting ID: 879 3041 2204

Passcode: 390133

**MARION COUNTY BOARD OF  
SUPERVISORS REGULAR AGENDA**

**3014 E Main St, Knoxville, Iowa**

**June 14, 2022 9:00 A.M.**

I. **CALL TO ORDER AND ROLL CALL**

Kisha Jahner\_\_\_\_\_ Mark Raymie\_\_\_\_\_ Steve McCombs\_\_\_\_\_

## II. AGENDA –

1. June 14, 2022 Regular Session agenda.

### III. COMMUNICATIONS

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 6/14/2022.
2. Marion County Board of Supervisor Regular Session Minutes: 5/24/2022
3. Marion County employee salary adjustments. Complete list available in the Human Resource Office.

## VI. BUSINESS –

### 1. Discussion/action:

Marion County Courthouse Grounds Special Event Application

- Knoxville Area Minister's Association and Every Step Hospice
  - Flag Day Program 6/14/2022

## SPECIAL EVENT PERMIT APPLICATION FORM

1. SPONSOR Knoxville Area Ministers Assoc and Every Step  
ADDRESS 814 Merma Dr Knoxville, TN 37138  
PHONE 611-891-3974
2. EVENT TYPE: (description) Flag Day Ceremony
3. EVENT CONTACT PERSON(S) Brent Hanna PHONE 611-891-3974  
ADDRESS 814 Merma Dr Knoxville MAIL hannab1974@gmail.com
4. ON-SITE CONTACT PERSON(S) Brent Hanna PHONE 611-891-3974
5. EVENT LOCATION Courthouse Bandstand
6. EVENT DATE 6-14-22 EVENT START TIME 12:15 EVENT END TIME 12:30
7. SET UP TIME 11:30 TAKE DOWN TIME 12:30
8. RAIN DATE/TIME NA
9. RESTROOMS: NUMBER OF TOILETS BEING PROVIDED Not needed  
LOCATION(S) OF TOILETS - \_\_\_\_\_  
USE OF COURTHOUSE RESTROOMS REQUESTED? \_\_\_\_\_
10. UTILITIES TO BE USED (LIST EQUIPMENT TYPES)(attach additional pages if necessary)  
electricity for sound system
- 10a. ELECTRICAL SOURCE Bandstand
- 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 \$ \_\_\_\_\_) ☐ YES ☒ NO

*Please waive*

*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.*

Brent Hanna  
Signature

5-26-22  
Date

## 2. Discussion/action:

City of Pella: Updates – Prairie Ridge and Timberview Urban Renewal Plan

### 3. Resolution 2022-61:

Resolution in Support of and Calling  
for a Special Election on the Imposition  
of a Local Option Sales and Services Tax  
Within the City of Pella, County of Marion,  
at a Rate of 1%.



THE  
**CITY of PELLA**

825 Broadway • P.O. Box 88 • Pella, Iowa 50219  
Phone 641-628-4173 • Fax 641-628-3120  
TTY Services (Text Telephone) • Relay Iowa 1-800-735-2942



June 8, 2022

Marion County Board of Supervisors  
214 E. Main  
Knoxville, Iowa 50138

Dear Marion County Board of Supervisors:

The City of Pella (the "City") currently has an imposition of the 1% Local Option Sales and Service Tax ("LOSST"), which is set to expire on December 31, 2023. The City desires that a question on the imposition of a new local sales and services tax, to be effective from January 1, 2024 until an automatic repeal date of December 31, 2043, without repeal of the current LOSST, be placed on the ballot for the September 13, 2022 special election.

In order for the City's LOSST proposition to be on the September 13, 2022 ballot, the City needs to seek resolutions of support from governing bodies within Marion County representing at least 50% of the population of the county, including the City.

Enclosed please find a form of Resolution of support for the Board of Supervisors to use to provide its support for the City of Pella's efforts to place the LOSST imposition on the ballot in September 2022.

We would appreciate your support in approving and signing the enclosed Resolution of the Board of Supervisors at its June 14, 2022 meeting, and filing it with the County Commission of Elections of Marion County.

Please contact me if you have any questions.

Sincerely,

Mike Nardini  
City Administrator

Encl.: Marion County Board of Supervisors Resolution of Support

Whereupon, Board Member [REDACTED] introduced and delivered to the Auditor the Resolution hereinafter set out entitled "RESOLUTION 2022-61 IN SUPPORT OF AND CALLING FOR A SPECIAL ELECTION ON THE IMPOSITION OF A LOCAL OPTION SALES AND SERVICES TAX WITHIN THE CITY OF PELLA, COUNTY OF MARION, IOWA, AT THE RATE OF 1%" and moved that the Resolution 2022-61 be adopted.

Board Member [REDACTED] seconded the motion. The roll was called and the vote was,

AYES:	[REDACTED]
	[REDACTED]
	[REDACTED]
NAYS:	[REDACTED]

Whereupon, the Chairperson declared the Resolution duly adopted.

RESOLUTION 2022-61 IN SUPPORT OF AND CALLING FOR  
A SPECIAL ELECTION ON THE IMPOSITION OF A LOCAL  
OPTION SALES AND SERVICES TAX WITHIN THE CITY OF  
PELLA, COUNTY OF MARION, IOWA, AT THE RATE OF 1%

WHEREAS, a one percent (1%) local option sales and services tax is currently imposed in the City of Pella, Marion County, Iowa; and

WHEREAS, the City Council of Pella, Iowa, to avoid a lapse in the collection of local sales and services tax revenues, desires that a proposition authorizing the imposition of a new local sales and services tax, effective January 1, 2024 until an automatic repeal date of December 31, 2043, without repeal of the current local sales and services tax, be placed on the ballot for the September 13th, 2022 election, pursuant to Iowa Administration Code Section 701-107.2(2); and

WHEREAS, other cities in Marion County and Marion County following an election, have approved the proposition of imposing a 1% sales and services tax for said cities and counties, according to Chapter 423B of the Code of Iowa.

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

Section 1. The Board of Supervisors of Marion County, Iowa, supports and agrees that the question of the imposition of a 1% local sales and services tax, effective January 1, 2024 until an automatic repeal date of December 31, 2043, without repeal of the current local sales and

services tax, shall be submitted to the registered voters of the City of Pella in the special election on September 13, 2022.

Section 2. The Board of Supervisors is hereby authorized and directed to provide a certified copy of this Resolution 2022-61 to the County Commissioner of Elections of Marion County, Iowa, and to the Board of Supervisors of Marion County, Iowa, and the City of Pella.

PASSED AND APPROVED this [REDACTED] day of [REDACTED], 2022.

	Chairperson
ATTEST:	
County Auditor	

#### 4. Discussion/action:

Application for Permit for the Display of Fireworks  
- Crystal Lake Association 7/3/2022

MARION COUNTY  
APPLICATION FOR PERMIT FOR THE DISPLAY OF FIREWORKS

1. APPLICANT NAME: CRYSTAL LAKE ASSOCIATION
2. TRADE NAME: \_\_\_\_\_
3. RESPONSIBLE PARTY: CRYSTAL LAKE ASSOCIATION  
NAME: CHRIS AGAN - PRESIDENT  
ADDRESS: \_\_\_\_\_  
TELEPHONE: 641-891-0060
4. DISPLAY LOCATION: EAST STREET BETWEEN PARK STREET & CIRCLE DR.  
CRYSTAL LAKE'S DAM
5. DISPLAY DATE (S): JULY 3RD 2022
6. VERIFICATION OF INSURANCE: PLEASE ATTACH INSURANCE  
CERTIFICATE (\$10,000,000 LIABILITY COVERAGE) SPECIFICALLY  
NAMING COVERAGE FOR THE EVENT.
7. VERIFICATION OF NOTICE TO RESPONDING FIRE DEPARTMENT:  
KNOXVILLE TOWNSHIP FIRE DEPT  
CONTACT PERSON: KENNY THOMSON
8. TYPE OF FIREWORKS  
TO BE DISPLAYED: 1.3 G  
CLASS: SHELLS & MULT-SHELL BARRAGE
9. TYPE OF APPLICANT: (CHECK ONE)  
☐ PRIVATE CORPORATION ☐ NON-PROFIT CORPORATION  
☒ ASSOCIATION ☐ GROUP OF INDIVIDUALS
10. SAFETY MEASURES TO BE USED: (DESCRIBED) FIRE PERSONNEL  
ON SCENE. 3 WATER EXTINGUISHER @ SHOOT SITE.

Page 2

The undersigned applicant requests the Marion County Board of Supervisors to issue a permit for the display of fireworks under Iowa Code Section 727.2 and Marion County Code of Ordinances 34.03 in accordance with the above application.

Date: 6.7.2022

CRYSTAL LAKE ASSOC.  
Applicant

By: MICHAEL VAN NIEUWSTADT, Local Rep/Exec.  
(Capacity)

PERMIT

Application has been \_\_\_\_\_ Approved \_\_\_\_\_ Denied by the Marion County Board of Supervisors.

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

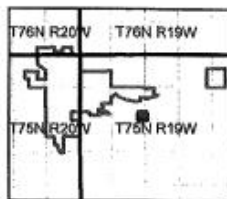
Marion County Board of Supervisors

By: \_\_\_\_\_  
Chairman



# Marion County, IA

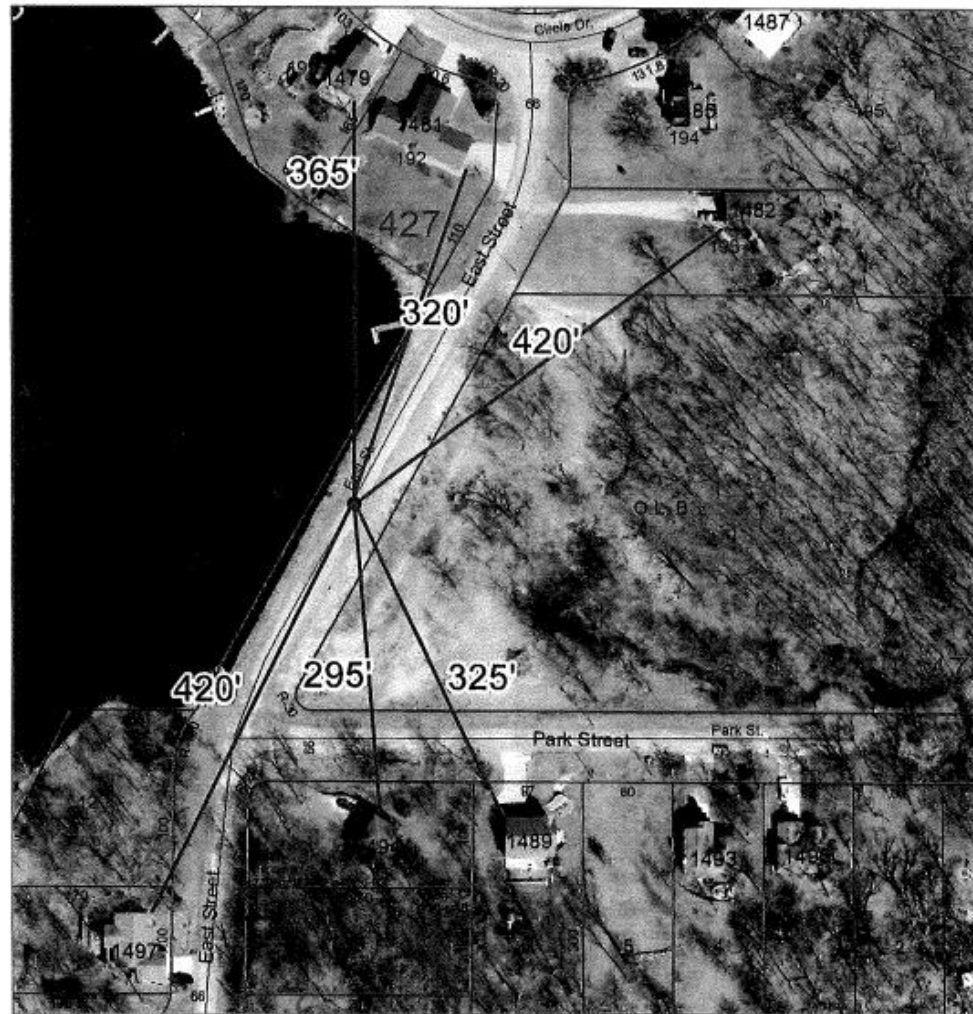
Plat



Map features are representations of original data sources and do not replace or modify land surveys, deeds, or other legal instruments defining land ownership or use.

1 inch = 119 feet

September 2021



## 5. Discussion/action:

Marion County Parcel 19692-000-00 Disposition Request – Rhianna Frost

Parcel 18692-000-00

Legal Description: S1/2 of Lots 1, 2, 3 & 4 in Block 7 in the Original Town of Hamilton, Iowa. (Now includes vacated N-S Alley lying between S1/2 of Lots 2 & 3)

Pertinent Deed History:

Administrator's Deed	Estate of Jennie Scoles to Jessie Stillwell
Bk 59, Pg 604	Filed 10-8-1957      S1/2 of Lots 1-4 in Block 7
Tax Sale Deed	To Marion County (notification to Don Stilwell)
Bk 3, Pg 162	Filed 11-29-1994

Tax Sale Deed showed taxes not paid for 1981 through 1991. No acceptable bids at time of public tax sale. Supervisor's approved County bid of \$204.43 (amount of unpaid taxes) and the parcel was stricken off to the County.

No record found of City of Hamilton conveying vacated alley to Marion County. May be part of City Council proceedings?

**Marion County, IA**

**Parcel 18692-000-00**



40Feet

Map features are representations of original data sources and do not replace or modify land surveys, deeds, or other legal instruments defining land ownership or use.

Printed April 2022  
Aerial Spring 2021



## 6. Discussion/action:

D.A. Davidson Underwriting Engagement Services Agreement –  
Pleasantville Adkins Project

5/3/2022

Marion County, Iowa  
3014 E Main Street  
Knoxville, IA 50138

Re: Underwriting Engagement Letter

Dear Jake:

On behalf of D.A. Davidson & Co. ("we" or "Davidson"), thank you for the opportunity to serve as underwriter for Marion County, Iowa (the "Issuer") on the Issuer's proposed offering and issuance of General Obligation Capital Loan Notes for infrastructure improvements for the Pleasantville Adkins Property development and/or related projects (the "Notes"). This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a bond purchase agreement to be entered into by the parties (the "Purchase Agreement") if and when the Notes are priced following successful completion of the offering process.

1. Services to be Provided by Davidson. The Issuer hereby engages Davidson to serve as managing underwriter of the proposed offering and issuance of the Notes, and in such capacity Davidson agrees to provide the following services:

- Review and evaluate the proposed terms of the offering and the Notes
- Develop a marketing plan for the offering, including identification of potential investors
- Assist in the preparation of the official statement and other offering documents
- Contact potential investors, provide them with offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- If the Notes are to be rated, assist in preparing materials to be provided to securities ratings agencies and in developing strategies for meetings with the ratings agencies
- Consult with counsel and other service providers with respect to the offering and the terms of the Notes
- Inform the Issuer of the marketing and offering process
- Negotiate the pricing, including the interest rate, and other terms of the Notes
- Obtain CUSIP number(s) for the Notes and arrange for their DTC book-entry eligibility
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Notes

- Perform such other usual and customary underwriting services as may be requested by the Issuer

As underwriter, Davidson will not be required to purchase the Notes except pursuant to the terms of the Purchase Agreement, which will not be signed until successful completion of the pre-sale offering period. This letter does not obligate Davidson to purchase any of the Notes.

2. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees: (i) the primary role of Davidson, as an underwriter, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and Davidson and that Davidson has financial and other interests that may differ from those of the Issuer.; (ii) Davidson is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and Davidson has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Davidson has provided other services or is currently providing other services to the Issuer on other matters or transactions); (iii) the only obligations Davidson has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer desires to consult with and hire a municipal advisor for this transaction that has legal fiduciary duties to the Issuer the Issuer should separately engage a municipal advisor to serve in that capacity.

In addition, the Issuer acknowledges receipt of a letter outlining certain regulatory disclosures as required by the Municipal Securities Rulemaking Board and attached to this agreement as Exhibit A. The Issuer further acknowledges Davidson may be required to supplement or make additional disclosures as may be necessary as the specific terms of the transaction progress.

3. Fees and Expenses. Davidson's proposed underwriter's discount is not-to-exceed 2.000% of the principal amount of Notes issues. In addition to the underwriting fee/spread, the Issuer shall pay to Davidson a fee equal to \$2,500 as compensation for its services in providing various financial analyses, and for the use of Davidson's capital to advance certain costs prior to settlement, and to reimburse for Davidson's payment of CUSIP, DTC, continuing disclosure review, IPREO (electronic bookrunning/sales order system), printing and mailing/distribution charges. The Issuer shall be responsible for paying or reimbursing Davidson for all other costs of issuance, including without limitation, bond counsel, disclosure counsel, underwriter's counsel, rating agency fees and expenses, and all other expenses incident to the performance of the Issuer's obligations under the proposed Notes.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Bonds/Notes except as may be superseded pursuant to a Purchase Agreement.



5. Limitation of Liability. The Issuer agrees neither Davidson nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder.

6. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Iowa. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.

Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in Davidson.

Very truly yours,

D.A.DAVIDSON & CO.

By: Michael Maloney

Title: Managing Director

Accepted this \_\_\_ day of \_\_\_\_\_, 2022

Marion County, Iowa

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

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

## EXHIBIT A

The Issuer has engaged D.A. Davidson & Co. ("Davidson") to serve as underwriter, and not as a financial or municipal advisor, in connection with the issuance of the Notes. As part of our services as underwriter, Davidson may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Notes. The specific terms of our engagement will be as set forth in a bond purchase agreement to be entered into by the parties if and when the Notes are priced following successful completion of the offering process.

### 1. Dealer-Specific Conflicts of Interest Disclosures

Davidson has not identified any actual or potential material conflicts<sup>1</sup> that require disclosure.

### 2. Transaction-Specific Disclosures

Since Davidson has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17. In accordance with the requirements of MSRB Rule G-17, if Davidson recommends a "complex municipal securities financing" to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at that time.

### 3. Standard Disclosures

#### A. Disclosures Concerning the Underwriters' Role:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) An underwriter's primary role is to purchase the Notes with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- (iv) The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
- (v) The underwriter has a duty to purchase the Notes from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Notes to investors at prices that are fair and reasonable.

<sup>1</sup> Reference to *potential* material conflicts throughout this letter, refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17

- (vi) The underwriter will review the official statement for the Notes in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.<sup>2</sup>

**B. Disclosures Concerning the Underwriters' Compensation:**

- (i) The underwriter will be compensated by an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

**4. Questions and Acknowledgment**

Davidson is registered as a broker-dealer with the U.S. Securities and Exchange Commission ("SEC") and the MSRB, and is subject to the regulations and rules on municipal securities activities established by the SEC and MSRB. The website address for the MSRB is [www.msrb.org](http://www.msrb.org). The MSRB website includes educational material about the municipal securities market, as well as an investor brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

---

<sup>2</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

## 7. Appointment:

Commission of Veterans Affairs

Term: 7/1/2022 – 6/30/2025

- Curtis Froyen

MARION COUNTY COMMISSION OF VETERANS AFFAIRS  
COURTHOUSE, 210 E. MAIN STREET  
KNOXVILLE, IA 50138

Date: June 2, 2022

To: County Board of Supervisors  
Marion County

Thur: Auditor  
To: BOS

From: MCCVA

We the undersigned of the said Commission, with the approval of the Marion County Board of supervisors, would like to have , Curtis J. Froyen, Knoxville, Iowa appointed to the Commission of Veteran Affairs for the period beginning Jul 1, 2022 through June 30, 2025 .

  
Al VanZee, Commissioner

  
Jodi Marti, Commissioner

Prepared by:  Executive Director  
Michael L. Kuhn, CVSO

Date signed: June 6 2022

The Board of Supervisors of Marion County approve the appointment of Curtis Froyen to the Marion County Commission of veteran Affairs, beginning on Jul 2022 through June 30, 2025.

Mark Raymie, Chair \_\_\_\_\_ Date signed \_\_\_\_\_

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

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



## 8. Public Hearing:

# Proposed FY22 Marion County Budget Amendment #1

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
MARION COUNTY				
Fiscal Year July 1, 2021 - June 30, 2022				
The MARION COUNTY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022				
Meeting Date/Time: 6/14/2022 09:00 AM		Contact: Jake Grandia	Phone: (641) 828-2217	
Meeting Location: 3014 E Main St Knoxville, IA 50138				
There will be no Increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	14,874,547	0	14,874,547
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Less: Credits to Taxpayers	3	800,127	0	800,127
Net Current Property Tax	4	14,074,420	0	14,074,420
Delinquent Property Tax Revenue	5	500	0	500
Penalties, Interest & Costs on Taxes	6	53,000	0	53,000
Other County Taxes/TIF Tax Revenues	7	1,554,729	0	1,554,729
Intergovernmental	8	8,511,377	4,367,582	12,878,959
Licenses & Permits	9	46,050	0	46,050
Charges for Service	10	1,427,475	227,352	1,654,827
Use of Money & Property	11	95,960	0	95,960
Miscellaneous	12	217,264	1,122	218,386
Subtotal Revenue	13	25,980,775	4,596,056	30,576,831
Other Financing Sources:				
General Long-Term Debt Proceeds	14	10,000,000	1,000,000	11,000,000
Operating Transfers In	15	3,016,449	0	3,016,449
Proceeds of Fixed Asset Sales	16	65,000	0	65,000
Total Revenues & Other Sources	17	39,062,224	5,596,056	44,658,280
EXPENDITURES & OTHER FINANCING USES				
Operating:				
Public Safety and Legal Services	18	5,475,826	26,050	5,501,876
Physical Health and Social Services	19	3,089,282	388,664	3,477,946
Mental Health, ID & DD	20	1,392,525	272,074	1,664,599
County Environment & Education	21	2,070,368	361,906	2,432,274
Roads & Transportation	22	8,342,966	0	8,342,966
Government Services to Residents	23	1,001,669	0	1,001,669
Administration	24	4,162,628	838,100	5,000,728
Nonprogram Current	25	0	0	0
Debt Service	26	748,903	225,000	973,903
Capital Projects	27	17,215,000	6,369,000	23,584,000
Subtotal Expenditures	28	43,499,167	8,480,794	51,979,961
Other Financing Uses:				
Operating Transfers Out	29	3,016,449	0	3,016,449
Refunded Debt/Payments to Escrow	30	0	0	0
Total Expenditures & Other Uses	31	46,515,616	8,480,794	54,996,410
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32	-7,453,392	-2,884,738	-10,338,130
Beginning Fund Balance - July 1, 2021	33	16,287,059	0	16,287,059
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0
Fund Balance - Nonspendable	35	0	0	0
Fund Balance - Restricted	36	5,646,336	-1,260,456	4,385,880
Fund Balance - Committed	37	0	0	0
Fund Balance - Assigned	38	164,660	-1,439,497	-1,274,837
Fund Balance - Unassigned	39	3,022,671	-184,785	2,837,886
Total Ending Fund Balance - June 30, 2022	40	8,833,667	-2,884,738	5,948,929
Explanation of Changes: Road Department Bridge Project. Conservation building project. Public Health grants and programs. Mental Health Fund region distribution. ARPA projects. GO Bond projects.				

## 9. Resolution 2022-52:

### Adoption of FY22 Marion County Budget Amendment #1

#### **Resolution #2022-52**

##### **Resolution for the Adoption of Budget Amendment #1 for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022 per IA Code 331.435.**

WHEREAS, IA Code 331.435 requires that after a budget amendment hearing, the Marion County Board of Supervisors shall adopt by resolution a budget amendment, and;

WHEREAS, the Marion County Board of Supervisors have met the budget publication requirements in IA Code 331.435 through publication in the Marion County Express, and;

WHEREAS, the Marion County Board of Supervisors have met the budget hearing requirements in IA Code 331.435 through the public hearing held on June 14, 2021 at 9:00 AM;

THEREFORE, BE IT RESOLVED, on the 14th day of June 2022, the Marion County Board of Supervisors hereby adopts by resolution the Amendment #1 to County Budget for the fiscal year beginning July 1, 2021 and ending June 30, 2022.

## 10. Resolution 2022-53

### Adoption of FY22 Marion County Budget Amendment #1 Expense Appropriations

#### RESOLUTION 2022-53

WHEREAS the Marion County Board of Supervisors approved Budget Amendment #1 for Fiscal Year 2021-2022, and

WHEREAS the monies need to be appropriated for each department to meet this budget,

THEREFORE, BE IT RESOLVED the following monies be appropriated for each amended department listed for the Fiscal Year 2021-2022 year.

<u>Department</u>	<u>Original</u>	<u>Amendment</u>	<u>Total</u>
Court Services	185,328	20,000	205,328
Road Department	9,467,486	800,000	10,267,486
Conservation	1,513,806	736,906	2,250,712
Public Health	2,486,956	368,664	2,855,620
REAP	75,000	125,000	200,000
Medical Examiner	84,950	26,050	111,000
Mental Health	1,392,525	272,074	1,664,599
Non-Departmental	18,814,485	6,132,100	24,946,585

## 11. Resolution 2022-56:

### Business Property Tax Credit Applications FY23

**Marion County Resolution 2022-56**

**RESOLUTION ALLOWING/DISALLOWING MARION COUNTY BUSINESS  
PROPERTY TAX CREDIT APPLICATIONS THROUGH JULY 1, 2021**

WHEREAS, the process for business properties and the local Marion County, Iowa government offices regarding this tax credit is described in Iowa Code Chapter 426C – Business Property Tax Credit, and

WHEREAS, the Marion County Assessor is to receive business property tax credit applications through July 1, 2021 and recommend a list to allow/disallow to the Marion County Board of Supervisors, and

WHEREAS, the Marion County Board of Supervisors are required to allow or disallow the application claims of landowners for business property tax credits, and

WHEREAS, it is in the best interest of the property taxpayers in Marion County, Iowa to process such business property tax credit applications.

NOW, THEREFORE, BE IT RESOLVED the Marion County Board of Supervisors allow the new business property tax credit applications July 2, 2020 through July 1, 2021 as recommended by the Marion County Assessor per Iowa Code Chapter 426C. Said tax credits that were allowed be applied to the taxes payable 2022-2023. Tax credit applications lists are available from the Marion County Auditor's Office.

## 12. Resolution 2022-59:

### Iowa Department of Transportation Agreement for a Revitalize Iowa's Sound Economy Program (RISE) Project (LDJ Hwy 163)

#### **RESOLUTION NO. 2022-59**

**WHEREAS,** an Agreement is to be entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Marion County, Iowa, a Local Public Agency, hereafter designated the "Recipient" in accordance with Iowa Code Chapter 315;

**WHEREAS,** the Transportation Commission Order No. TS-2022-78 on May 10, 2022 approved an application for the Revitalize Iowa's Sound Economy Program (RISE) project proposed by Marion County for traffic safety improvements on Hwy 163 for LDJ Manufacturing, Inc. within Marion County, Iowa; and

**WHEREAS,** the DOT and the Recipient are willing to jointly participate in said project, in the manner hereinafter provided; and

**WHEREAS,** Agreement No. 2022-R-010 reflects the current concept of this project which is subject to modification by mutual agreed addendums to this agreement between the Recipient and the DOT; and

**NOW THEREFORE, BE IT RESOLVED,** the Marion County Board of Supervisors approve and enter into Agreement No. 2022-R-010 for DOT Project No. RC-CO63(144)—9A-63 for the Hwy 163 traffic safety improvements and as defined in said Agreement.



## 13. Resolution 2022-59:

### Agreement for Engineering Services with Garden and Associates, LTD for the LDJ RISE Project.

#### RESOLUTION NO. 2022-60

**WHEREAS**, the State of Iowa has developed program funding, administered through the Iowa Department of Transportation entitled "Revitalize Iowa's Sound Economy (RISE); and

**WHEREAS**, said program is designed to assist the county in the development of appropriate transportation systems to attract and retain business and industry creating job opportunities for the citizens of those communities and improving the overall economic character of the area; and

**WHEREAS**, LDJ Manufacturing, Inc. is proposing a significant expansion in rural Pella that requires improved transportation access, and

**WHEREAS**, the proposed transportation improvement and associated engineering was awarded funds for the partial funding via the RISE program; and

**WHEREAS**, the proposed transportation improvements were recommended for consideration in the *Traffic Impact Letter*, completed by Garden & Associates, LTD. July of 2021 in accordance with the Iowa DOT Guidelines for Traffic Impact Analysis.

**WHEREAS**, the proposed project requires formal design, plan preparation for letting and public bidding, as well as construction inspection and administration.

**NOW THEREFORE, BE IT RESOLVED** the Board of Supervisors authorizes the execution and administration of an Agreement with Garden & Associates, LTD. to perform the engineering, design, and construction inspection/administration of the RISE project as detail in the Agreement for Professional Services.

14. Discussion/action:

Project Agreement – RISE Project for LDJ Manufacturing Inc



**PROJECT AGREEMENT**  
**RISE Project for LDJ Manufacturing, Inc.**

This Agreement is entered into between Marion County, Iowa (the "County") and LDJ Manufacturing, Inc 1833 Hwy 163, Pella, IA 50219 (the "Company") on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**WHEREAS**, the County, at the request of the Company, applied to the Iowa Department of Transportation ("DOT") in order to assist the growing operations at the Company and the need to upgrade the road conditions leading to the Company's facilities; and,

**WHEREAS**, the County has been awarded grant funds through DOT Agreement No. 2022-R-010 (the "DOT Agreement") to undertake the following project at a total estimated cost of \$281,251. Additionally, an estimated \$16,250 for Engineering Services is necessary, as the total exceeded the eligible maximum the grant would reimburse for Engineering.

LDJ Manufacturing, Inc. Highway 163 Safety Improvements shall include a portland cement concrete right-turn lane for Westbound Hwy 163 traffic and left-turn lane for Eastbound Hwy 163 traffic and a paved median cross-over (the "Project"); and,

**WHEREAS**, under the DOT Agreement, the maximum amount of grant funds to be provided by the DOT through the Revitalize Iowa's Sound Economy (RSIE) grant is \$225,001 or approximately 80% of the actual cost of the Project; and,

**WHEREAS**, the County and Company desire to make a written agreement with respect to the implementation of the Project to which they pertain; and,

**NOW, THEREFORE**, the County and Company agree as follows:

1. Project Development. The County shall be the lead organization to carry out provisions of the DOT Agreement. The County shall secure the services of a qualified contractor and be responsible for the development and completion of the Project pursuant to Iowa Code Chapter 314. LDJ shall have no liability or responsibility by reason of the construction of said paved turning lanes, nor for maintenance thereof, presently or at any time in the future.
2. Project Timing. The County and Company agree that completion of the Project must be done as expeditiously as possible in order for the Company's expanded facility to operate more smoothly. The initiation of engineering services shall commence promptly upon execution of this Agreement. This Agreement does not guarantee any particular completion date, though the anticipated letting timeframe for the Project is fall of 2022. Efforts will be made by both parties to reduce the potential for unforeseen delays.

3. Project Funding. The County will ultimately be responsible for costs related to the Project up to 20% of the total estimated cost plus any additional engineering fees above the threshold of 15% of the subtotal of the estimated construction cost. The current estimate for the above is \$72,500. The DOT RISE grant will reimburse \$225,001 to the County upon compliance with program guidelines. The Company shall reimburse the County in an amount and manner as described in a separate agreement titled Contract for Reimbursement, to be executed contemporaneously with this Agreement.
4. Project Purpose. The County pursued a RISE Grant – and the DOT issued the RISE Grant – in reliance on the promises of the Company. Specifically, the Company promised the Project was necessary for the Company to expand its facility, and that such expansion would benefit the County and Company. Specifically, the Company stated the expanded facility will enable it to hire 45 additional full-time employees within the next 3 years, and an additional 12 more employees thereafter. The Project, which will improve transportation safety to and from the Company and its expanded facility, will enable this hiring. The average wages for those future positions are \$21.48, and the Company estimates the new positions will generate approximately \$1,800,000 annually in new earnings for Marion County.
  - a. In accordance with the DOT Agreement, the Company must submit an initial payroll to the DOT.
  - b. Within three years after completion of the Project, the Company must certify to the County that it has substantially completed the creation of 42 full-time jobs, and further, that jobs created are maintained for a six-month continuous period during the three-year monitoring period and that said jobs satisfy the average wage required in this agreement. The County shall thereafter certify the same to the DOT pursuant to paragraph 40 of the DOT Agreement.
5. Default. If the Company fails to satisfy the economic development following the Project as described in paragraph 4, the Company shall be in default of this Agreement. In addition, if the Company's certifications, upon which the County reasonably relies, contain misrepresentations or are not timely provided as required, the Company is in default.
  - a. In the event of default, the Company shall reimburse the County for any money paid back by the County to the DOT, up to the maximum of \$281,251 in expenses that would have been paid for by the DOT but for the default.

- b. If the Company does not reimburse the County within 30 days, then the County shall assess any outstanding debt against the Company's property at 1833 Hwy 163 as a special assessment.
6. Project Review. The County shall notify and provide the Company with the opportunity to review project plans, specifications, and other agreements, including the related cost estimates, prior to the County's submission of such documents to the DOT pursuant to Section 23 of the DOT Agreement. The Company shall have fourteen (14) days after receiving such notice to review and communicate any requested changes to the County. Nothing in this Paragraph shall change the responsibility of the County to serve as the lead organization for carrying out the provisions of the DOT Agreement.
7. Grant Administration. The grant shall be administered by the County.
8. Contact Persons. All notices and communications to the County concerning matters related to this Agreement shall be provided to the County Engineer.
9. Administrative Provisions. This Agreement may not be amended by either party without the written consent of the other party. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
11. Term. This Agreement shall become effective on the date hereof and shall end on the date on which the Company has fulfilled Paragraph 4 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives.

MARION COUNTY

\_\_\_\_\_  
Mark Raymie, Chair, Board of Supervisors

\_\_\_\_\_  
Date

LDJ Manufacturing, Inc.

\_\_\_\_\_  
Loren Van Wyk, Owner

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jake Grandia, Marion County Auditor

\_\_\_\_\_  
Date

## 15. Discussion/action:

- Contract with LDJ Manufacturing Inc for RISE Project

### CONTRACT FOR REIMBURSEMENT

This contract is between Marion County (County), and LDJ Manufacturing, Inc. (Company).

The purpose of this contract will be for the Company to reimburse the County for half of the Non-Rise Grant Funds for the LDJ Highway 163 Traffic Safety Improvements project.

1. PARTIES. The parties to the agreement are Marion County (County) and LDJ Manufacturing, Inc. (Company).

2. AGREEMENT. The parties agree that Safety Improvements are a necessity on Highway 163 at the entrance to LDJ. The parties agree that turning lanes shall be installed for both West and East Bound traffic. The Company wishes to have turn-lanes installed because the development of these lanes will provide a safe and reliable route for the transportation of goods, raw product, and customers to the LDJ facility. The Company shall have no liability or responsibility by reason of the construction of said paved road, nor for maintenance thereof, presently or at any time in the future.

3. COST. The cost of the Non-Rise Funded project is \$72,500. The final cost of the project will be determined after the project has been completed. Iowa DOT will pay \$225,001 via a RISE grant. The Company agrees to pay \_\_\_\_% of the remaining cost of non-Rise Grant funds up to a maximum of \$\_\_\_\_\_ in lump sum upon substantial completion of the construction of the project and no later than 60 days post final completion and payment for the Project.

All payments shall be made to Marion County and mailed to Marion County, 214 E. Main St., Knoxville, IA 50138.

4. DEFAULT. In the event that The Company fails to make the full payment due on or before the date it is due, the Company specifically agrees that the amount of the payment that is owed will be certified to the county auditor as a special assessment and entered upon the tax list, and the amount shall be collected as a special assessment on the Company's property.

5. PERFORMANCE. Marion County will ensure that the design and construction of the work to be performed will meet all applicable Iowa DOT specifications and standards. This contract does not guarantee any particular completion date. Work on the LDJ Manufacturing, Inc. Hwy 163 Safety Improvements Project is anticipated to be completed during the fall of 2022. The Company will not have any authority to determine the appropriateness of the paving or construction work and may not refuse to make payments for that reason.

6. COMPLETE AGREEMENT. This contract shall constitute the complete agreement of the parties as it pertains to amount and method of payment. No verbal agreements shall be binding on either party. Any amendments to this agreement shall be in writing and shall be signed by both parties and attached to this original contract.

MARION COUNTY

\_\_\_\_\_  
Mark Raymie, Chair, Board of Supervisors

\_\_\_\_\_  
Date

LANDOWNER

\_\_\_\_\_  
Loren Van Wyk, LDJ Manufacturing, Inc.

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jake Grandia, Marion County Auditor

\_\_\_\_\_  
Date

## 16. Discussion/action: VA Campus Update

## 17. Discussion/action:

### 5-Day Class C Liquor License Application

- Your Private Bartender
- Event Location: Countryside Wedding and Events  
1995 Hwy 5 Knoxville, IA 50138



**State of Iowa**  
Alcoholic Beverages Division

## AGENDA ITEM

### Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
YOUR PRIVATE BARTENDER, LLC	Your Private Bar	(515) 599-1205

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1995 Iowa 5		Knoxville	Marion	50138

MAILING ADDRESS	CITY	STATE	ZIP
7071 Carey Ct	Johnston	Iowa	50131

### Contact Person

NAME	PHONE	EMAIL
Amber Cooper	(515) 599-1205	admin@yourprivatebar.com

### License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Liquor License	5 Day	Pending Dramshop Review

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
June 16, 2022	June 20, 2022	

SUB-PERMIT

Class C Liquor License

PRIVILEGES



**State of Iowa**  
Alcoholic Beverages Division

### Status of Business

BUSINESS TYPE

Limited Liability Company

### Ownership

#### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Amber Cooper	Johnston	Iowa	50131	Managing Member	51.00	Yes
Matthew Cooper	Johnston	Iowa	50131	Member	49.00	Yes

### Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Illinois Casualty Co		
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

## 18. Board of Supervisor Update



VII. **BOARD OF SUPERVISOR ADJOURNMENT**