



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/87273361471?pwd=cTUzdVRxMWxsUFg4VXNKSFBNWUJ4UT09>

Meeting ID: 872 7336 1471

Passcode: 640505

**MARION COUNTY BOARD OF
SUPERVISORS REGULAR AGENDA**

3014 E Main St, Knoxville, Iowa

June 28, 2022 9:00 A.M.

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

Kisha Jahner_____ Mark Raymie_____ Steve McCombs_____

II. AGENDA –

1. June 28, 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 6/28/2022.
2. Marion County Board of Supervisor Regular Session Minutes: 6/14/2022
3. Marion County Board of Supervisor 6/7/2022 Primary Election Canvass: 6/14/2022
4. Marion County employee salary adjustments. Complete list available in the Human Resource Office.
5. Marion County 7/1/2022 employee salary adjustments. Complete list available in the Human Resource Office.
6. Marion County Conservation Board Warrants #254989 - #246041 through 6/23/2022.

VI. BUSINESS –

1. Resolution 2022-63:

FY23 Marion County Budget Expense Appropriations

RESOLUTION 2022-63

WHEREAS the Marion County Board of Supervisors approved the budget for Fiscal Year 2022-2023, and

WHEREAS the monies must be appropriated for each department according to Iowa Code §331.434(6),

THEREFORE, BE IT RESOLVED the following expenses be appropriated for each department listed for the FY 22-23 year.

		FY23 Approved Budget	FY23 Budget Appropriation 6.28.2022
Supervisor		\$279,967	\$279,967
Auditor		\$594,264	\$594,264
Treasurer		\$705,359	\$705,359
Attorney		\$942,813	\$942,813
Sheriff		\$4,600,319	\$4,600,319
Court Services		\$186,508	\$186,508
Recorder		\$433,808	\$433,808
Zoning		\$130,812	\$130,812
Human Resources/Risk Management		\$205,035	\$205,035
Dept. of Human Services		\$19,000	\$19,000
Sheriff Reserve		\$15,600	\$15,600
Pioneer Cemetery Commission		\$10,000	\$10,000
Geographic Information System (GIS)		\$127,215	\$127,215
Road Department		\$10,263,199	\$10,263,199
Veterans Affairs		\$101,977	\$101,977
Conservation		\$1,910,947	\$1,910,947
Public Health		\$3,976,203	\$3,976,203
Weed Commission		\$9,544	\$9,544
General Assistance		\$35,200	\$35,200
REAP		\$100,000	\$100,000
Medical Examiner		\$149,330	\$149,330
Libraries		\$95,000	\$95,000
Ambulance		\$3,467	\$3,467
Environmental Health		\$206,363	\$206,363
Civil Service		\$1,250	\$1,250
County Facilities		\$769,939	\$769,939
Information Technology		\$517,954	\$517,954
Mental Health		\$356,370	\$356,370
Development Commission		\$143,519	\$143,519
Substance Abuse		\$51,000	\$51,000
Non-departmental		\$13,619,764	\$13,619,764
		\$40,561,726	\$40,561,726

2. Resolution 2022-62:

2022 Employee Mileage Reimbursement Rate Effective 7/1/2022

RESOLUTION # 2022-62

COUNTY MILEAGE RATE RESOLUTION

WHEREAS it has been the policy of Marion County to pay mileage at the rate of 58.5 cents per mile and,

WHEREAS said rate is no longer reflective of the actual cost of vehicle operation,

NOW THEREFORE BE IT RESOLVED BY THE MARION COUNTY BOARD OF

SUPERVISORS that beginning for mileage driven on or after July 1, 2022, the mileage rate paid by Marion County is 62.5 cents per mile.

IR-2022-124, June 9, 2022

WASHINGTON — The Internal Revenue Service today announced an increase in the optional standard mileage rate for the final 6 months of 2022. Taxpayers may use the optional standard mileage rates to calculate the deductible costs of operating an automobile for business and certain other purposes.

For the final 6 months of 2022, the standard mileage rate for business travel will be 62.5 cents per mile, up 4 cents from the rate effective at the start of the year. The new rate for deductible medical or moving expenses (available for active-duty members of the military) will be 22 cents for the remainder of 2022, up 4 cents from the rate effective at the start of 2022. These new rates become effective July 1, 2022. The IRS provided legal guidance on the new rates in [Announcement 2022-13](#) [PDF](#), issued today.

In recognition of recent gasoline price increases, the IRS made this special adjustment for the final months of 2022. The IRS normally updates the mileage rates once a year in the fall for the next calendar year. For travel from January 1 through June 30, 2022, taxpayers should use the rates set forth in [Notice 2022-03](#) [PDF](#).

3. Discussion/action:

Class C Liquor with Outdoor Service License Renewal Application
- Countryside Wedding and Events 1995 Hwy 5, Knoxville, IA 50138



State of Iowa

Alcoholic Beverages Division

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
1760 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 Liquor License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
July 23, 2022	July 22, 2023	

SUB-PERMITS

Class C Liquor License



State of Iowa

Alcoholic Beverages Division

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
Aegis Security Insurance Company	June 15, 2022	June 15, 2023

DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE



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	Acreage	13.92		Bussey, IA 50044
	KNOXVILLE				
District	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: 6/1/2021

Last Data Uploaded: 6/1/2021 2:45:57 AM

Developed by  **Schneider**
GEOSPATIAL

4. Appointment:

Pella Planning and Zoning to fill vacancy term ending 5/1/2023
- Marc Vande Noord

5. Appointment:

Pella Board of Adjustment to fill vacancy term ending 5/1/2023
- Larry Lautenbach

6. Discussion/action:

2022/2023 City of Pella Lease Agreement – Drivers License Space

LEASE – BUSINESS PROPERTY

THIS LEASE AGREEMENT, executed in duplicate, made and entered into this 1st day of July, 2022, by and between City of Pella, Iowa (hereinafter called the “Landlord”) whose address for the purpose of this Lease is 712 Union Street, Pella, Iowa, 50219, and the Marion County Treasurer, DOT (hereinafter called the “Tenant”) whose address for the purpose of this Lease is 214 E Main St., #2, Knoxville, Iowa, 50138.

WITNESSETH THAT:

1. PREMISES AND TERM - The Landlord, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Tenant to be kept and performed, leases unto the Tenant and Tenant hereby rents and leases from Landlord, according to the terms and provisions herein, the following described real estate, situated in Marion County, Iowa, to-wit:

Exclusive use of Room 200 (560 sq ft) of the “Pella Community Center”, 712 Union Street, Pella, Iowa, legally described as follows:

Lots 6 & 7 in Block 48 in the Original Town of Pella, Iowa.

In addition, Tenant shall have the non-exclusive use of all public areas, including but not limited to, restrooms and hallways which are available and accessible to the general public,

together with the improvements thereon and all rights, easements and appurtenances thereto belonging, which, more particularly, includes the space and premises as may be shown on “Exhibit A”, if and as may be attached hereto, for a term of one year, commencing at midnight of the day previous to the first day of the lease term, which shall be on the 1st day of July, 2022, and ending at midnight on the last day of the lease term which shall be on the 30th day of June, 2023, upon the condition that the Tenant pays rent therefore, and otherwise performs as provided in this Lease.

2. RENTAL - Tenant agrees to pay the Landlord as rental for said term, as follows: \$1 per year, in advance, said rental payment becoming due on the 1st day of July 2021. All sums shall be paid at the address of Landlord, as above designated, or at such other place as the Landlord may, from time to time, previously designate in writing.
3. POSSESSION - Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Landlord at the time and date of the close of this Lease, except as herein otherwise expressly provided. Should Landlord be unable to give possession on said date, Tenant’s only damages shall be a rebating of the pro rata rental.
4. USE OF PREMISES - Tenant covenants and agrees during the term of this Lease to use and occupy the leased premises only for Marion County business purposes for the benefit of Marion County residents and citizens. For restrictions on such use, see paragraphs 7(c), 7(d) and 11(b) below.
5. QUIET ENJOYMENT - Landlord covenants that its estate in said premises is fee simple; and that the Tenant on paying the rent herein reserved and performing all the agreements by the Tenant to be performed as provided in this Lease, shall and may peaceably have, hold and

enjoy the demised premises for the term of this Lease free from molestation, eviction or disturbance by the Landlord or any other person or legal entity whatsoever. (But, see paragraph 14, below).

6. HOLD HARMLESS – Tenant agrees to indemnify and hold harmless Landlord from and against all suits, damages, costs, losses and expenses in any manner resulting from, or arising out of, Tenant’s use and occupancy of the real estate above described under the provisions of this Lease.

7. CARE AND MAINTENANCE OF PREMISES –

(a) Tenant takes said premises in their present condition except for such repairs and alterations as may be expressly herein provided.

(b) LANDLORD’S DUTY OF CARE AND MAINTENANCE. Landlord will keep the roof, structural part of the floor, walls, and other structural parts of the building in good repair. Landlord will also make all necessary repairs to the heating, sewer, plumbing, water pipes, electrical wiring, sidewalks, driveways, and parking areas. Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.

(c) TENANT’S DUTY OF CARE AND MAINTENANCE. Except for portions thereof which Landlord is to maintain pursuant to the provisions of this lease, Tenant shall, after taking possession of said premises until the termination of this Lease and the actual removal from the premises, at its own expense, care for and maintain said premises in a reasonably safe and serviceable condition. Tenant will furnish its own interior decorating and furnishings. Tenant will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the Tenant, its agent, or employees. Tenant shall make no structural alteration or improvements without the written approval of the Landlord first had and obtained, of the plans and specifications therefore.

(d) Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality, the laws of the State of Iowa and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public.

8. (a) UTILITIES AND SERVICES – Landlord, during the term of this Lease, shall pay, before delinquency all charges for normal use of water, sewer, gas, heat, electricity, power, garbage disposal and trash disposal which may be used by Tenant in or upon the leased premises. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

(b) TELEPHONE SERVICE – Shall be furnished at the expense of Tenant.

(c) INTERNET SERVICE – Shall be furnished at the expense of Tenant.

9. (a) SURRENDER OF PREMISES AT END OF TERM – REMOVAL OF FIXTURES. Tenant agrees that upon the termination of this Lease, it will surrender, yield up and deliver the leased premises in good and clean condition, except the effects of ordinary wear and tear and

depreciation arising from lapse of time, or damage without fault or liability of Tenant. (See also 11(a) and 11(e) below).

(b) Tenant may, at the expiration of this Lease, or renewal or renewals thereof, or at a reasonable time thereafter, if Tenant is not in default hereunder, remove any fixtures or equipment which said Tenant has installed in the leased premises, providing said Tenant repairs any and all damages caused by removal.

(c) HOLDING OVER – Continued possession, beyond the expiration date of the term of this Lease, by the Tenant, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement by both parties for an extension of this Lease, or for a new lease) shall constitute a month to month extension of this Lease.

10. ASSIGNMENT AND SUBLETTING – Any assignment of this Lease or subletting of the premises or any part thereof is prohibited.

11. INSURANCE

(a) Landlord and Tenant will each keep its respective property interests in the premises and its liability in regard thereto, and the personal property on the premises, reasonably insured against hazards and casualties; i.e. fire and those items usually covered by extended coverage. Such insurance shall be made payable to the parties hereto as their interest may appear. (See also 11(e) below).

(b) Tenant will not do or omit the doing of any act which would vitiate any insurance or increase the insurance rates in force upon the real estate improvements on the premises or upon any personal property of the Tenant upon which the Landlord by law or by the terms of this Lease has, or shall have, a lien.

(c) Subrogation rights are not to be waived unless a special provision is attached to this Lease.

(d) Tenant further agrees to comply with recommendations of Iowa Insurance Services Bureau and to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said premises and on the building of which said premises are a part, due to increased risks or hazards resulting from Tenant's use of the premises otherwise than as herein contemplated and agreed.

(e) INSURANCE PROCEEDS – Landlord shall settle and adjust any claim against any insurance company under its policies of insurance for the premises and said insurance monies shall be paid to and held by the Landlord to be used in payment for cost of repairs or restoration of damage building, if the destruction is only partial. (See also 11(a) above).

12. INDEMNITY AND LIABILITY INSURANCE – Except as to any negligence of the Landlord, arising out of roof and structural part of the building, User, shall keep their personal property insured against damage and destruction by vandalism and/or theft. A certificate of insurance must be provided to the City listing the City of Pella as additional insured. The Certificate will show the following minimum coverages: General Liability: general Aggregate \$2,000,000 Each Occurrence \$1,000,000, Personal Injury \$1,000,000, Property Damage \$300,000 Certificate of insurance must be received prior to any use of the facility which may include but is not limited to practices and games. The general liability policy must also include a waiver of subrogation in favor of the city. Workers Compensation coverage is also required if User has employees

working for them at City facilities. If all are volunteers than no Workers Compensation coverage is required. A waiver of subrogation in favor of the City is also required.

- Coverage must also include a non-waiver of governmental immunity stating:
 - o The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
 - o The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa code Section 670.4 as it now exists and as it may be amended from time to time.
- As to insurance of the Landlord for roof and structural faults, see paragraph 11(a) above.

13. FIRE AND CASUALTY – PARTIAL DESTRUCTION OF PREMISES –

(a) In the event of a partial destruction or damage of the leased premises, which is a business interference, that is, which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after its occurrence, this Lease shall not terminate but the rent for leased premises shall abate during the time of such business interference. In the event of partial destruction, Landlord shall repair such damages within sixty (60) days of its occurrence unless prevented from doing so by acts of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, city ordinances, labor, material or transportation shortages, or other causes beyond the Landlord's reasonable control.

(b) TOTAL DESTRUCTION OF BUSINESS USE – In the event of a destruction or damage of the lease premises including the parking area (if a parking area is a part of the subject matter of the Lease) so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within sixty (60) days, this Lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within twenty (20) days after such destruction. Tenant shall surrender possession within ten (10) days after such notice issues, and each party shall be released from all future obligations hereunder, Tenant paying rental pro rata only to the date of destruction. In the event of such termination of this Lease, Landlord, at its option, may rebuild or not, according to its own wishes and needs.

14. TERMINATION OF LEASE AND DEFAULTS OF TENANT –

(a) TERMINATION UPON EXPIRATION OR UPON NOTICE OF DEFAULTS – This Lease shall terminate upon expiration of the demised term; or if this Lease expressly and in writing provides for any option or options, and if any such option is exercised by the Tenant, then this Lease will terminate at the expiration of the option term or terms. Upon default in payment of rental herein or upon any other default by Tenant in accordance with the terms and provisions of this Lease, this Lease may at the option of the Landlord be cancelled and forfeiture, PROVIDED, HOWEVER, before any such cancellation and forfeiture except as provided in 14(b) below, Landlord shall give Tenant a written notice specifying the default, or defaults, and stating that this Lease will be cancelled for forfeited the (10) days after giving of such notice, unless such default, or defaults, are remedied within such grace period. (See paragraph 16, below). As an additional optional procedure or as an alternative to the foregoing (and neither exclusive of the other), Landlord may proceed as in paragraph 18, below provided.

(b) BANKRUPTCY OR INSOLVENCY OF TENANT – In the event Tenant is adjudicated a bankrupt or in the event of a judicial sale or other transfer of Tenant's leasehold interest by any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days from the giving of notice thereof by Landlord or Tenant, then and in any such events, Landlord may, at its option, immediately terminate this Lease, re-enter said premises, upon giving of the (10) days' written notice by Landlord to Tenant, all to the extent permitted by applicable law.

(c) In (a) and (b) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

(d) Acceptance of keys, advertising and re-renting by the Landlord upon the Tenant's default shall be construed only as an effort to mitigate damages by the Landlord, and not as an agreement to terminate this Lease.

15. EARLY TERMINATION OF LEASE - Both parties may, at any time during the life of this Agreement or any extension thereof, terminate this Agreement upon sixty (60) days written notice of intention to do so.

All notices to the Tenant shall be addressed to:

Marion County Treasurer
Michaela Bigaouette
214 E Main St., #2
Knoxville, IA 50138

All notices to the Landlord shall be addressed to:

City of Pella
Pella Community Center
712 Union St., Suite 104
Pella, IA 50219

16. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER – If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this Lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term, covenant or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 12% per annum, from date of advance.
17. MECHANIC'S LIENS – Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant therein, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

18. RIGHTS CUMULATIVE – The various rights, powers, options, elections and remedies of either party, provided in this Lease, shall be construed as cumulative and no one of them as exclusive of the other, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. NOTICE AND DEMANDS – Notices as provided for in this Lease shall be given to the respective parties hereto at the respective addresses designated on page one of this Lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this Lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States mail and so deposited in a United States [mail box](#).

20. PROVISIONS TO BIND AND BENEFIT SUCCESSORS AND ASSIGNS – Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors and assigns of the parties hereto.

21. CHANGES TO BE IN WRITING – None of the covenants, provisions, terms or conditions of this Lease to be kept or performed by Landlord to Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant. This Lease contains the whole agreement of the parties.

22. CONSTRUCTION – Words or phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease in duplicate the day and year first above written.

LANDLORD:

TENANT:

City of Pella, Iowa

By: _____

By: _____

STATE OF IOWA, _____ COUNTY, ss:

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said County, in the State, personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ Of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that said _____, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and them voluntarily executed.

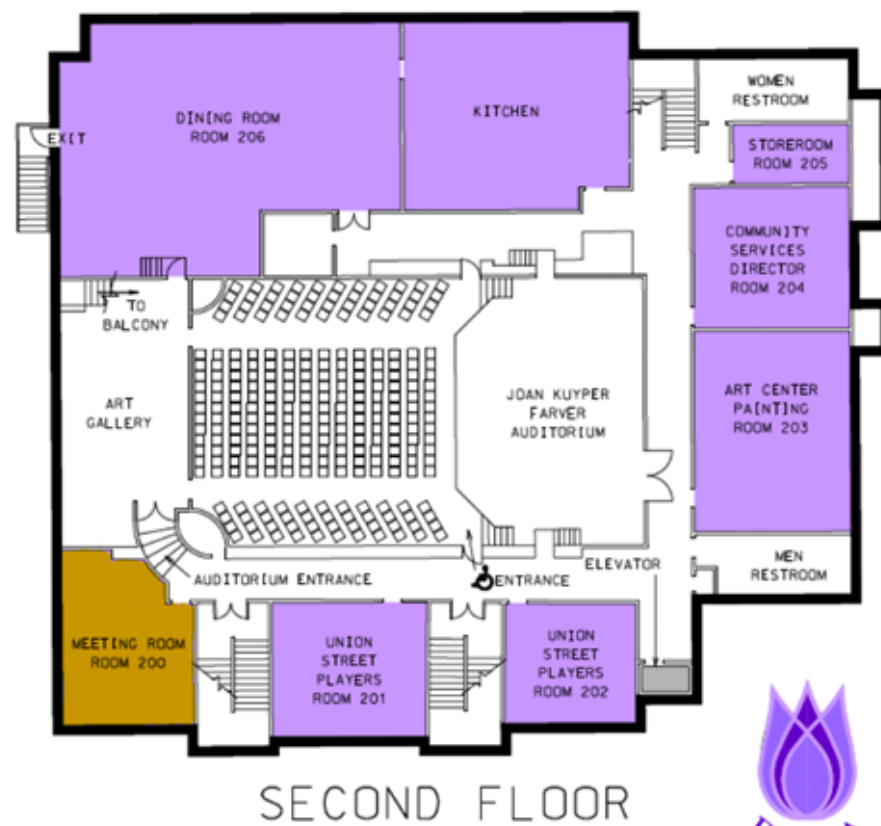
Notary Public in and for the State of _____.

STATE OF IOWA, MARION COUNTY, ss:

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Jeanette Vaughan to me personally known, who, being by me duly sworn, did say that she is the Community Services Director for the City of Pella, Iowa; that said instrument was signed and sealed on behalf of said City by authority of its City Council; and that the said Jeanette Vaughan, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by her voluntarily executed.

Notary Public in and for the State of Iowa.

Exhibit A



7. Resolution 2022-65:

FY23 Road Department Base Wage Policy

RESOLUTION NO. 2022-##

Whereas, the changes to the Secondary Road Payroll Policy is updated for each new fiscal year in June, effective on July 1 and;

Whereas, the Secondary Road Payroll Policy establishes base pay rates for job classifications in the department;

Whereas, a revised policy is proposed at this time for the upcoming fiscal year;

Now therefore be it resolved, the FY '22-'23 Secondary Road Payroll Policy be approved as amended.

Adopted this _____ day of June, 2022

Mark Raymie
Marion County Board Chair

Attest:

Jake Grandia
Auditor

FY 22-23 SECONDARY ROAD PAYROLL POLICY

**THE FOLLOWING SECONDARY ROAD PAYROLL POLICY IS
HEREBY ADOPTED TO BE EFFECTIVE JULY 1, 2022**

JOB TITLE	HOURLY WAGE BASED ON 2,080 HRS. / YR.
Asst. to Eng.	\$32.87
2nd Asst. to Eng.	\$30.85
Engineering Intern	\$14.00
Eng. Tech - III	\$28.38
Eng. Tech - II	\$26.70
Eng. Tech - I	\$25.29
Office Manager	\$24.17
Rd. Mtc. Supervisor	\$30.77
Crew Supervisor	\$27.83
Eq. Oper. III	\$25.46
Eq. Oper. II - MG	\$24.56
Eq. Oper. II - Truck	\$24.11
Eq. Oper. I	\$21.34
Eq. Oper. I - PT	\$15.00
Laborer	\$12.00
Shop Supervisor	\$27.77
Mechanic III	\$25.75
Mechanic II	\$24.61
Mechanic I	\$23.78
Roadside Veg. Manager	\$26.02
Sign Tech.	\$26.02

*Longevity pay is equal to \$0.01 per years of service in addition to hourly base wage

*\$.10/hr. added for employees with commercial pesticide applicator's license

*\$.50/hr. added for employees on the Bridge and Pavement Crew.

8. Public Hearing:

Proposed Marion County Ordinance 2022-2 amending Chapter 51 – Purchase of Tax Sale Certificates on Parcels with Delinquent Taxes and Abandoned Nuisance Residential Properties.

PUBLIC HEARING NOTICE

Marion County Board of Supervisors will hold a public hearing in the Supervisor's Board Room at the Marion County Courthouse in Knoxville, IA on June 28, 2022, at 9:00 o'clock a.m., to consider the amendment and adoption of Marion County Code of Ordinances, Chapter 51 – Purchase of Tax Sale Certificates on Parcels with Delinquent Taxes and Abandoned Nuisance Residential Properties. **The purpose of this ordinance is to update the current ordinance to comply with Iowa Code 44619A and 44619B.**

A copy of the proposed ordinance is available in the Marion County Treasurer's Office.

The meeting is open to the public and all interested parties are invited to attend.

Michaela Bigaouette, Marion County Treasurer

MARION COUNTY ORDINANCE 2022-2

Amending Chapter 51

Purchase of Tax Sale Certificates on Parcels with Delinquent Taxes and Abandoned Nuisance Residential Properties

51.01 PURPOSE.

The purpose of this chapter is to allow the County and the cities within the County the opportunity to utilize Iowa Code §§446.19A and 446.19B, as may hereafter be amended. Iowa Code §446.19A authorizes counties and cities to bid on for and purchase delinquent taxes and to assign tax sale certificates on of abandoned property or vacant lots. to promote low or moderate income housing. Iowa Code §446.19B authorizes the County to separately offer and sell at the annual tax sale delinquent taxes on parcels that are abandoned property and are assessed as residential property or as commercial multifamily housing property and that are, or are likely to become, a public nuisance. Section 446.19B authorizes the County to separately offer and sell at the annual tax sale on parcels that are abandoned property and are assessed as residential property or as commercial multifamily housing property and that are, or are likely to become, a public nuisance.

51.02 DEFINITIONS.

For the purpose of this chapter, definitions for terms as defined in Iowa Code §§446.19A and 446.19B as amended are adopted.

51.03 PURCHASING DELINQUENT TAXES.

1. Pursuant to Iowa Code §446.19A as amended, the County and each city in the county are authorized to bid on and purchase delinquent taxes and to assign tax sale certificates of abandoned property or vacant lots.

2. Pursuant to Iowa Code § and 446.19B as amended, the County Treasurer is authorized to separately offer and sell at the annual tax sale delinquent taxes on parcels that are abandoned property and are assessed as residential property or as commercial multifamily housing property and are, or are likely to become, a public nuisance. Therewith, the County and each city in the County are hereby authorized to bid on and purchase delinquent taxes and to assign tax sale certificates of abandoned property acquired under Iowa Code §446.19A.

51.04 PROCEDURE FOR PURCHASE FOR HOUSING UNDER §446.19A.

1. Pursuant to Iowa Code §446.19A. On the day of the regular tax sale or any continuance or adjournment of the tax sale, the County Treasurer, on behalf of the County or a city, may bid for and purchase tax sale certificates on abandoned property or public nuisance property assessed as residential property or as commercial multifamily housing property or for a vacant lot a sum equal to the total amount due. The County or city shall not pay money for the purchase, but each of the tax levying and tax certifying bodies having any interest in the taxes shall be charged with the total amount due the tax levying or tax certifying body as its just share of the purchase price.

2. Pursuant to Iowa Code §446.19B. On the day of the regular tax sale or any continuance or adjournment of the tax sale, the County Treasurer shall separately offer and sell those parcels listed in a verified statement timely received and properly published and which remain liable to sale for delinquent taxes. This sale shall be known as the "public nuisance tax sale." The provisions of Iowa Code §446.19B apply.

1. Prior to ~~the~~ purchase, the county or city shall file with the county treasurer a verified statement that a parcel to be purchased is one of the following:

- Abandoned property and that the parcel is suitable for use as housing following rehabilitation, or
- A vacant lot.

2. The verified statement shall follow the form set by Iowa Code § 446.19A(2).

3. On the day of the regular tax sale or any continuance or adjournment of the tax sale, the County Treasurer, on behalf of the County or a city, may bid for and purchase tax sale certificates on abandoned property assessed as residential property or as commercial multifamily housing property or for a vacant lot a sum equal to the total amount due. The County or city shall not pay money for the purchase, but each of the tax-levying and tax-certifying bodies having any interest in the taxes shall be charged with the total amount due the tax-levying or tax-certifying body as its just share of the purchase price. The provisions of Iowa Code §446.19A apply.

4. The city or county may assign the tax sale certificate obtained pursuant to Iowa Code § 446.19A. Persons who purchase certificates from the city or county under this subsection are liable for the total amount due the certificate holder pursuant to Iowa Code §447.1.

51.05 VERIFIED STATEMENT PROCEDURE FOR PUBLIC NUISANCE SALE UNDER IOWA CODE §446.19B

1. On or before May 15, Prior to the purchase, the County or city shall may file with the County Treasurer a verified statement that a parcel to be purchased is abandoned and deteriorating in condition or is, or is likely to become, a public nuisance, and that the parcel is suitable for use for low or moderate income housing following rehabilitation. Said verified statement shall be filed on or before May 15th, containing a listing of parcels and a declaration that each parcel is abandoned property, each parcel is assessed as residential property or as commercial multifamily housing property, each parcel is, or is likely to become, a public nuisance, and that each parcel is suitable for use as housing following rehabilitation.

- The verified statement shall be published in the manner set out in §446.19B(3).

2. On the day of the regular tax sale or any continuance or adjournment of the tax sale, the County Treasurer shall separately offer and sell those parcels listed in a verified statement timely received and properly published and which remain liable to sale for delinquent taxes. This sale shall be known as the "public nuisance tax sale." The provisions of Iowa Code §446.19B apply.

4. If the holder of a certificate of purchase at the public nuisance tax sale obtains a tax sale deed and subsequently determines that a building, structure, or other improvement located on the parcel cannot be rehabilitated for habitation, the tax sale deed holder may request approval from the board of supervisors, or the city council if the property is located within a city, to remove, dismantle, or demolish the building, structure, or other improvement.

5. All other provisions of Iowa Code §446.19B shall apply.

51.06 ASSIGNMENT OF TAX SALE CERTIFICATES.

1. After the date that a parcel is sold pursuant to Iowa Code §446.18 or §446.19A, §446.38, or §446.39, if the parcel assessed as residential property or as commercial multifamily housing property is identified as abandoned or vacant lot a public nuisance pursuant to a in the same form set forth in 446.19A(2) verified statement filed pursuant to Section 51.05, a County or city may require the assignment of the tax sale certificate that had been used for such parcel by paying to the holder of such certificate the total amount due on the date the assignment of the certificate is made to the County or city and recorded with the County Treasurer. If the certificate is not reassigned by the County or city, the County or city, whichever is applicable, is liable for the tax sale interest that was due the certificate holder pursuant to Iowa Code §447.1, as of the date of assignment.

51.07 RESERVED.

51.08 INTENT TO REHABILITATE THE PROPERTY.

1. All persons who purchase certificates from the County or city pursuant to 51.04 shall demonstrate the intent to rehabilitate the property for habitation or build a residential structure on the vacant lot if the property is not redeemed. In the alternative, the County or city may, if title to the property has vested in the County or city under Iowa Code §448.1, dispose of the property in accordance with Iowa Code §331.361 or §364.7, as applicable.

2. To be eligible to bid at a public nuisance sale under 51.05, all prospective bidders shall enter into a rehabilitation agreement with the county, or with the city if the property is located within a city, to demonstrate the intent to rehabilitate the property for use as housing if the property is not redeemed.

Approved by the Board of Supervisors of the County of Marion, Iowa on the _____ day of _____, _____.

Mark Raymie, Chair

Attest: _____
Jake Grandia, County Auditor

First Reading: _____

Second Reading: _____

Third Reading: _____

9. Marion County Ordinance 2022-2:

Approve 1st Reading of Proposed Marion County Ordinance 2022-2 amending Chapter 51 – Purchase of Tax Sale Certificates on Parcels with Delinquent Taxes and Abandoned Nuisance Residential Properties.

10. Marion County Ordinance 2022-2:

Waive 2nd and 3rd Reading of Proposed Marion County Ordinance 2022-2 amending Chapter 51 – Purchase of Tax Sale Certificates on Parcels with Delinquent Taxes and Abandoned Nuisance Residential Properties including Final Approval and Authorization of Final Publication.

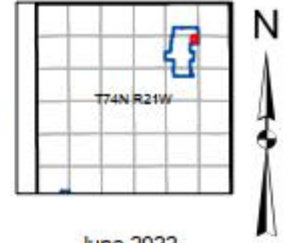
11. Discussion/action:

Request from the City of Melcher-Dallas
to Use Marion County Ordinance Chapter 51
to Acquire a County Held Tax Sale
on Parcel 25156-000-00.

Marion County, IA

Parcel 2515600000

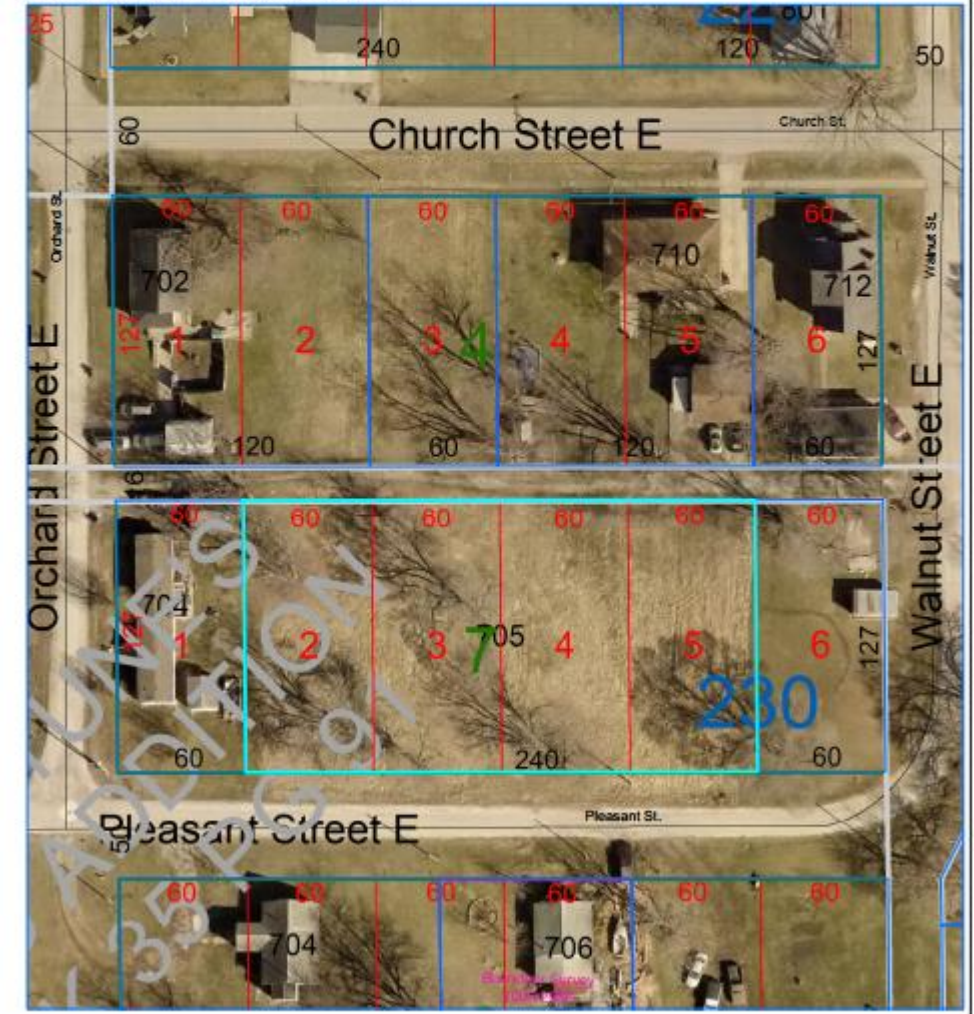
Lots 2,3,4 &5 in Block 7 of Fortune's 2nd Add



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 = 60 feet

June 2022



12. Discussion/action: VA Campus Update

13. Board of Supervisor Update

VII. **BOARD OF SUPERVISOR ADJOURNMENT**