



MARION COUNTY encourages all citizens of the county to attend Board of Supervisors' meetings. Board of Supervisors' chambers are handicapped accessible and county staff members are available to provide assistance. If you are hearing impaired, vision impaired, or a person with limited English proficiency and require an interpreter or reader, please contact us by noon on the business day prior to scheduled meetings to arrange for assistance (641 828-2231). TTY telephone service is available for the hearing impaired through Relay Iowa (800-735-2942). For questions about ADA compliance or related issues, contact Steve Edwards (641-828-2213 or 641-891-8225).



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

If you wish to participate see instruction below:

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

Marion County is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us06web.zoom.us/j/87209417838?pwd=NIpWYnVYemZOdEVDR05mTVFqbWxYdz09>

Meeting ID: 872 0941 7838

Passcode: 495023



MARION COUNTY BOARD OF SUPERVISORS REGULAR AGENDA

3014 E Main St, Knoxville, Iowa

September 12, 2023 9:00 A.M.



I. CALL TO ORDER AND ROLL CALL

Mark Raymie_____

Steve McCombs_____

Kisha Jahner_____



II. AGENDA

1. September 12, 2023 - Regular Session Agenda



III. COMMUNICATION



IV. PUBLIC COMMENTS:

This is the portion of our agenda during which we hear any public comment about any item NOT on the agenda below. If you are here to be heard on an agenda item, please wait for that item's discussion portion of the agenda to make your comment about the item. Thank you.



V. CONSENT AGENDA:

(All items listed under the consent agenda will be enacted by one motion.)

1. Marion County Claims through 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.



VI. BUSINESS:

1. Discussion/action:

Special Class C Retail Native Wine License Application – 8/20/2023-8/19/2024

- Nearwood Industries LLC (Nearwood Winery)
- Premise Location: 281 220th Place, Pella, IA 50219





ALCOHOLIC
BEVERAGES
DIVISION
State of Iowa

State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
NEARWOOD INDUSTRIES, LLC	Nearwood Industries, LLC	(641) 891-2469

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1699 Iowa 14		Knoxville	Marion	50138

MAILING ADDRESS	CITY	STATE	ZIP
1699 Iowa 14	Knoxville	Iowa	50138

Contact Person

NAME	PHONE	EMAIL
Michael D Van Natta	(641) 891-2469	nearwoodwinery@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Native Wine License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 20, 2023	Aug 19, 2024	

SUB-PERMIT

Special Class C Retail Native Wine License



ALCOHOLIC
BEVERAGES
DIVISION
State of Iowa

State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Living Quarters, Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Michael Van Natta	Knoxville	Iowa	50138	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Nationwide Insurance Company	Sep 20, 2022	Sep 20, 2023

DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE



Marion County, IA

Nearwood Winery

1699 Hwy 14 Knoxville, IA 50138



Overview



Legend

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

Parcel ID	0666301000	Alternate ID	n/a	Owner Address	Van-Schiz Family Trust
Sec/Twp/Rng	24-75-20	Class	R		1699 Hwy 14
Property Address	1699 HWY 14	Acreage	6.89		Knoxville, IA 50138
	KNOXVILLE				
District	KNOXVILLE TWP KNOXVILLE				
Brief Tax Description	SW SE PARCEL C				
	(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: 9/1/2023

Last Data Uploaded: 9/1/2023 11:08:20 AM

Developed by Schneider
GEOSPATIAL

2. Resolution 2023-81:

Resolution Consenting to Landfill Gas License Agreement Between the South Central Iowa Solid Waste Agency and SCI RNG, LLC



RESOLUTION 2023-81

RESOLUTION CONSENTING TO LANDFILL GAS LICENSE AGREEMENT
BETWEEN THE SOUTH CENTRAL IOWA SOLID WASTE AGENCY AND
SCI RNG, LLC

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.

PASSED AND APPROVED this ____ day of _____, 2023.

Chairperson of the Marion County
Board of Supervisors

ATTEST:

Marion County Auditor





3. Discussion/action:

Memorandum of Understanding (MOU) with Polk County Iowa regarding Judicial Mental Health Advocate services.



MEMORANDUM OF UNDERSTANDING

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.

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date on which the final signature is affixed hereto.

POLK COUNTY, IOWA

By: _____

Print Name: Tom Hockensmith

Title: Chair, Polk County Board of Supervisors

Date: _____

MARION COUNTY, IOWA

By: _____

Print Name: _____

Title: _____

Date: _____



4. Resolution 2023-82:

Highway Safety Improvement Program (HSIP) Funding Agreement for
G28 Guardrail Upgrades



RESOLUTION NO. 2023-82

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

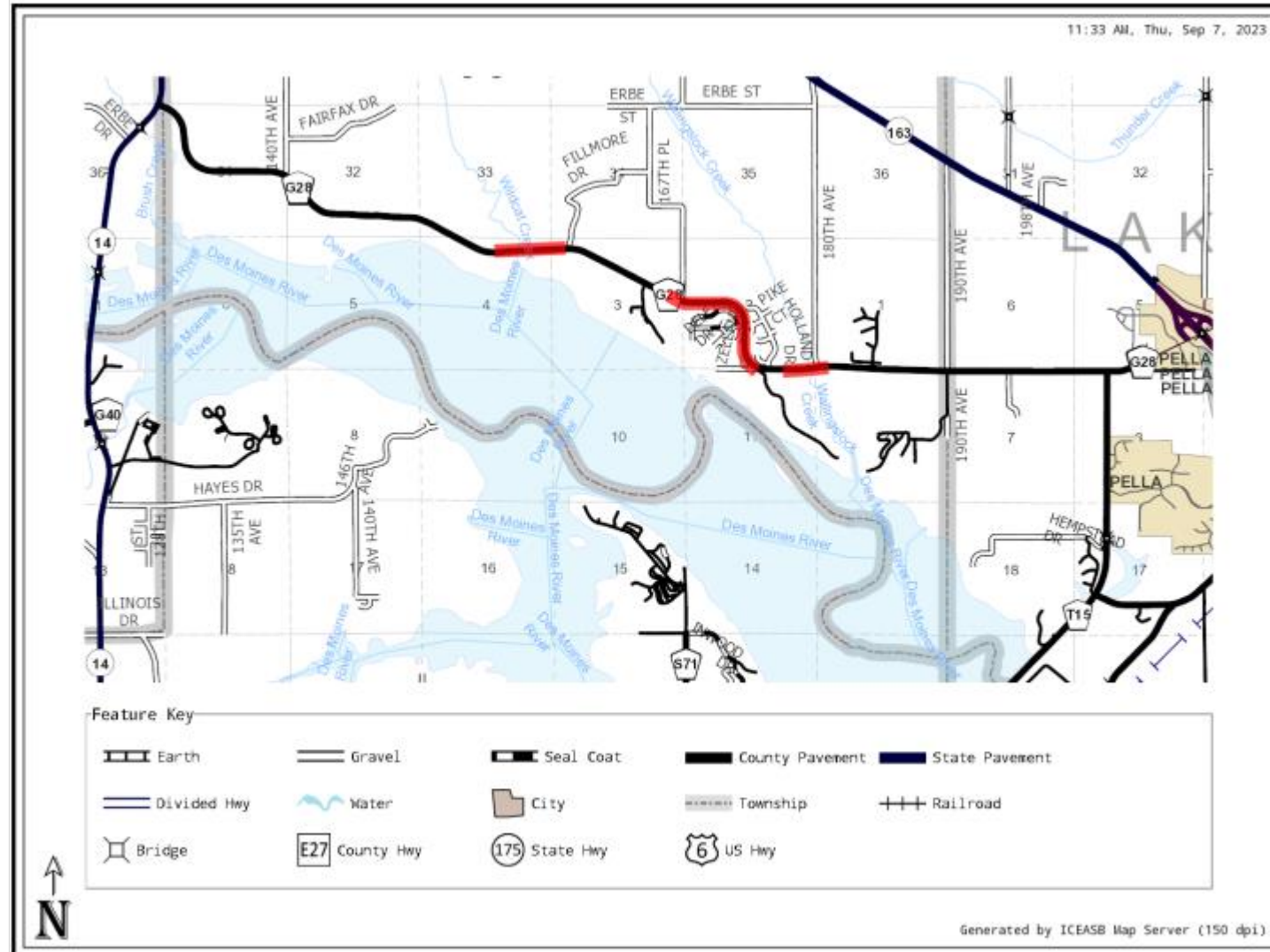
NOW THEREFORE, BE IT RESOLVED, that the Marion County Board of Supervisors shall enter into an agreement with the Iowa Department of Transportation, Agreement No. 05-23-HSIP-SWAP-023, to utilize awarded funding for the Guard Rail Improvement Project along G28 in Marion County.

Adopted this _____ day of September, 2023

Kisha Jahner
Marion County Board Chair

Attest:

Jake Grandia
Auditor



IOWA DEPARTMENT OF TRANSPORTATION
Agreement for Highway Safety Improvement Program - Secondary Federal-aid Swap Project

Recipient: Marion County

Project No.: HSIP-SWAP-C063(148)--FJ-63

Iowa DOT Agreement No.: 5-23-HSIP-SWAP-023

This is an agreement between Marion County, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Highway Safety Improvement Program (HSIP) - Secondary, Federal-aid Swap funds. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide HSIP Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated for this project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact persons will be the Local Systems Project Development Engineer, Christy VanBuskirk and Central Region Local Systems Field Engineer, Brian J. Catus. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following described HSIP project:

Guardrail Installation on G 28, from Hwy 14 to T15
4. Eligible project activities will be limited to the following: Construction.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from HSIP Federal-aid Swap funds. The portion of the project costs reimbursed by HSIP Federal-aid Swap funds shall be limited to \$ 400,000. The Recipient shall be responsible for all ineligible costs and all eligible costs in excess of this limit.
6. The Recipient shall pay for all project costs not reimbursed with HSIP Federal-aid Swap funds.
7. The Recipient shall let the project for bids through the Department.
8. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
9. It is the intent of both parties that no third party beneficiaries be created by this agreement.
10. The project shall be let to contract before October 1, 2024. If not, this agreement may become null and void. This deadline may be extended for a period of 12 months upon receipt of a written request from the Recipient at least 30 days prior to the deadline.
11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written acceptance of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

County Signature Block

This agreement was approved by official action of the Marion County Board of Supervisors in official session on the _____ day of _____, 20____.

County Auditor

Chair, County Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By _____ Date _____, 20____
Brian J. Catus, P.E.
Local Systems Field Engineer
Central Region

EXHIBIT 1**General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects**

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

1. General Requirements.

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The RECIPIENT shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504.
- d. The RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the RECIPIENT shall submit a written request for acceptance to the DEPARTMENT. The DEPARTMENT will notify the RECIPIENT when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the DEPARTMENT's administering bureau shall be considered acceptance for construction. The DEPARTMENT will notify the RECIPIENT when acceptance is granted.

3. Design and Consultant Services

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

5. Right-of-Way, Railroads, and Utilities.

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The RECIPIENT shall obtain agreements from utility companies as needed. The RECIPIENT shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The RECIPIENT should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
 - i. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- c. The RECIPIENT shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to DEPARTMENT.

Note: The DEPARTMENT may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with I.M. 3.710, Project Development Certification Instructions. The project

will not be turned in for bid letting until the DEPARTMENT has reviewed and accepted the Project Development Certification.

- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving written notice that the DEPARTMENT has concurred in the contract award.

7. Construction.

- a. The RECIPIENT shall follow the procedures in I.M. 6.000, Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities. The RECIPIENT's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per Materials I.M. 103.

8. Reimbursements.

- a. The RECIPIENT will be initially responsible for all project costs. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the funds withheld.
- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall

include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:

- i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
- ii. refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out.

- a. Acceptance of the completed construction shall be with the concurrence of the DEPARTMENT. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the DEPARTMENT; reimbursed funds shall be returned, and a possible suspension may be placed on the RECIPIENT from receiving funds from the DEPARTMENT on future projects until the RECIPIENT has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make this documentation available at all reasonable times for review by the DEPARTMENT. Copies of this documentation shall be furnished by the RECIPIENT if requested. Such documentation shall be retained for at least 3 years from the date of the DEPARTMENT's signature of the DEPARTMENT's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT.

5. Discussion/action:

Request to Post Assistant Zoning Administrator Position



6. Discussion/action:

Change Order #1 - Iowa Hwy 163 Turn Lanes Addition – LDJ RISE Grant Project





GARDEN & ASSOCIATES, LTD.

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

September 5, 2023

Marion County Engineer
Attn: Tyler Christian
402 Willetts Drive
Knoxville, IA 50138

Re: Iowa Highway 163
Turn Lanes Addition
Marion County
G&A 5022092

Dear Tyler:

Enclosed are three (3) copies of Change Order No. 1 submitted by Cook Construction of Iowa, LLC for the referenced project. The change order decreases the contract amount by \$4,774.26 and represents final quantity adjustments.

Also enclosed are three (3) copies of Pay Application No. 3 in the amount of \$8,307.75 for work completed through September 1, 2023.

Further enclosed is my Engineer's Completion Statement for the project.

If approved by the board, execute all three copies of each document, send one copy to Cook Construction with payment, keep one copy for your files, and return one copy to Garden & Associates.

We have also enclosed three (3) copies of Pay Application No. 4 in the amount of \$17,665.41 which represents the project retainage. If the Board approves the project, payment of the retainage should be made 30 days from the date of acceptance.

If you have any questions, please contact me at 641-672-2526.

Sincerely,
GARDEN & ASSOCIATES, LTD.

Bradley J. Uitermarkt, P.E.

Enc: Change Order #1 (3 copies)
Pay App #3 (3 copies)
Pay App #4 (3 copies)
Engineer's Completion Statement

BJU/fs

ENGINEERS AND SURVEYORS
OSKALOOSA, IOWA CRESTON, IOWA



Change Order No. 1

Date of Issuance: September 1, 2023	Effective Date: September 1, 2023
Owner: Marion County, Iowa	Owner's Contract No.:
Contractor: Cook Construction of Iowa, LLC	Contractor's Project No.:
Engineer: Garden & Associates, Ltd.	Engineer's Project No.: 5022092
Project: Iowa Highway 163 Turn Lanes Addition	Contract Name: Iowa Highway 163 Turn Lanes Addition

The Contract is modified as follows upon execution of this Change Order:

Description: Final quantity adjustments.

Attachments: Attachment No. 1

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>358,082.41</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: <u>30 working days</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ -	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: - days
Contract Price prior to this Change Order: \$ <u>358,082.41</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: <u>30 working days</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>4,774.26</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>353,308.15</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: <u>30 working days</u> days or dates

RECOMMENDED: By: Engineer (if required)	ACCEPTED: By: _____ Owner (Authorized)	By: Contractor (Authorized)
Title: Engineer	Title: _____	Title: Owner
Date: <u>9/5/23</u>	Date: _____	Date: <u>9-3-2023</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

7. Board of Supervisor Updates



VII. BOARD OF SUPERVISOR ADJOURNMENT

