



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/81317200443?pwd=3BKPdseJOKtIQRSam6MY37BCj3a0Nv.1>

Meeting ID: 813 1720 0443

Passcode: 079703



MARION COUNTY BOARD OF SUPERVISORS REGULAR AGENDA

3014 E Main St, Knoxville, Iowa

November 14, 2023 9:00 A.M.



I. CALL TO ORDER AND ROLL CALL

Mark Raymie_____

Steve McCombs_____

Kisha Jahner_____



II. AGENDA

1. November 14, 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 11/14/2023.
2. Marion County Regular Session Board of Supervisor Minutes: 10/24/2023
3. Marion County employee salary adjustments. Complete list available in the Human Resource Office.



VI. BUSINESS:

1. Public Hearing – Ordinance 2023-9



The Marion County Board of Supervisors
Will hold a public hearing on
November 14, 2023, at 9:00a.m.
At the Marion County Office Building
3014 East Main St., Knoxville

Members of the public are welcome to attend. The online options are available by going to the Marion County
Website: marioncountyiowa.gov

The link to the electronic Zoom meeting will be on the current agenda available at:
[https://marioncountyiowa.gov/board_of_supervisors/meetings/November 14, 2023, agenda](https://marioncountyiowa.gov/board_of_supervisors/meetings/November%2014,%202023,agenda)

Public comments related to any matter on the agenda can be emailed to
mpoffenbarger@marioncountyiowa.gov or presented at the meeting. For questions concerning any item on
the agenda please contact the Marion County Zoning Office (641)828-2231 option 9.

A public hearing will be held for the matter of:

Zoning Map Ordinance 2023-9 on Parcel 0842200000. The parcel lays in a tract with 3 current parcels with 2
additional proposed to divide off the remaining two homes on the tract. The minimum requirements for
further division of Parcel 0842200000 are to rezone from A-1; Agricultural to A-R; Ag Residential and a minor
plat of subdivision; Rice's Minor Subdivision to allow for the sale of a portion of the tract.

A request has been made to waive readings two and three.

Owner: Marilyn Rice

LEGAL DESCRIPTION Rice Subdivision is part of the Southwest Quarter of the Southeast Quarter of Section 34 -
Township 75 North - Range 19 West of the 5th P.M., Marion County, Iowa, being more particularly described as
follows: Beginning at the Northeast corner of said Southwest Quarter of the Southeast Quarter; thence South
00°06'50" East 1322.95 feet along the East line of said Southwest Quarter of the Southeast Quarter to the
Southeast corner thereof; thence North 89°59'50" West 89.92 feet along the South line of said Southwest
Quarter of the Southeast Quarter to the Southeast corner of that tract of land described in Book 2018 on Page
1033; thence North 00°26'50" East 33.00 feet along the East line of said tract; thence North 45°29'10" West
131.90 feet along the North line of said tract; thence North 87°27'10" West 237.80 feet along said North line;
thence North 54°07'10" West 204.80 feet along the North line of said tract to the Northwest corner thereof;
thence South 01°13'50" West 185.55 feet along the West line of said tract to the Northeasterly right-of-way line
of Iowa Highway No. 5; thence Northwesterly 54.57 feet along said right-of-way line along a non-tangent
2898.00 foot radius curve concave Southwesterly and having a chord which bears North 37°18'35" West 54.57
feet; thence North 37°51'00" West 1142.85 feet along said right-of-way line to the West line of said Southwest
Quarter of the Southeast Quarter; thence North 00°03'25" West 308.27 feet along said West line to the
Northwest corner of said Southwest Quarter of the Southeast Quarter; thence South 89°55'35" East 1323.20
feet along the North line of said Southwest Quarter of the Southeast Quarter to the Point of Beginning,
containing 29.43 acres subject to 0.29 acres of County right-of-way.

Melissa Poffenbarger
Marion County Zoning Administrator

Zoning Map
Ordinance 2023-9
Marilyn Rice

Part of the Southwest Quarter of the Southeast Quarter of
Section 34-Township 75 North-Range 19 West of the 5th P.M., Marion County, Iowa
A-1; Agricultural to A-R: Ag Residential
Parcel 0842200000



Map created and designed by:
Melissa Johnson, Marion County Zoning
Marion County, Iowa



Date: 10/31/2023



ZONING MAP ORDINANCE NO. 2023-9

AN ORDINANCE TO AMEND THE ZONING DISTRICT MAP OF MARION COUNTY, IOWA, BY REZONING described as: LEGAL DESCRIPTION Rice Subdivision is part of the Southwest Quarter of the Southeast Quarter of Section 34 - Township 75 North - Range 19 West of the 5th P.M., Marion County, Iowa, being more particularly described as follows: Beginning at the Northeast corner of said Southwest Quarter of the Southeast Quarter; thence South 00°06'50" East 1322.95 feet along the East line of said Southwest Quarter of the Southeast Quarter to the Southeast corner thereof; thence North 89°59'50" West 89.92 feet along the South line of said Southwest Quarter of the Southeast Quarter to the Southeast corner of that tract of land described in Book 2018 on Page 1033; thence North 00°26'50" East 33.00 feet along the East line of said tract; thence North 45°29'10" West 131.90 feet along the North line of said tract; thence North 87°27'10" West 237.80 feet along said North line; thence North 54°07'10" West 204.80 feet along the North line of said tract to the Northwest corner thereof; thence South 01°13'50" West 185.55 feet along the West line of said tract to the Northeasterly right-of-way line of Iowa Highway No. 5; thence Northwesterly 54.57 feet along said right-of-way line along a non-tangent 2898.00 foot radius curve concave Southwesterly and having a chord which bears North 37°18'35" West 54.57 feet; thence North 37°51'00" West 1142.85 feet along said right-of-way line to the West line of said Southwest Quarter of the Southeast Quarter; thence North 00°03'25" West 308.27 feet along said West line to the Northwest corner of said Southwest Quarter of the Southeast Quarter; thence South 89°55'35" East 1323.20 feet along the North line of said Southwest Quarter of the Southeast Quarter to the Point of Beginning, containing 29.43 acres subject to 0.29 acres of County right-of-way. **from A-1; Agricultural to A-R; Ag Residential.**

WHEREAS, on the 17th day of October, 2023, the Zoning Commission of the County of Marion, Iowa, recommended to the Board of Supervisors that the below described property: LEGAL DESCRIPTION Rice Subdivision is part of the Southwest Quarter of the Southeast Quarter of Section 34 - Township 75 North - Range 19 West of the 5th P.M., Marion County, Iowa, being more particularly described as follows: Beginning at the Northeast corner of said Southwest Quarter of the Southeast Quarter; thence South 00°06'50" East 1322.95 feet along the East line of said Southwest Quarter of the Southeast Quarter to the Southeast corner thereof; thence North 89°59'50" West 89.92 feet along the South line of said Southwest Quarter of the Southeast Quarter to the Southeast corner of that tract of land described in Book 2018 on Page 1033; thence North 00°26'50" East 33.00 feet along the East line of said tract; thence North 45°29'10" West 131.90 feet along the North line of said tract; thence North 87°27'10" West 237.80 feet along said North line; thence North 54°07'10" West 204.80 feet along the North line of said tract to the Northwest corner thereof; thence South 01°13'50" West 185.55 feet along the West line of said tract to the Northeasterly right-of-way line of Iowa Highway No. 5; thence Northwesterly 54.57 feet along said right-of-way line along a non-tangent 2898.00 foot radius curve concave Southwesterly and having a chord which bears North 37°18'35" West 54.57 feet; thence North 37°51'00" West 1142.85 feet along said right-of-way line to the West line of said Southwest Quarter of the Southeast Quarter; thence North 00°03'25" West 308.27 feet along said West line to the Northwest corner of said Southwest Quarter of the Southeast Quarter; thence South 89°55'35" East 1323.20 feet along the North line of said Southwest Quarter of the Southeast Quarter to the Point of Beginning, containing 29.43 acres subject to 0.29 acres of County right-of-way. **from A-1; Agricultural to A-R; Ag Residential.**

WHEREAS, on the 14th day of November, 2023, after due notice and public hearing as provided by law, the Board of Supervisors now deems it reasonable and appropriate to rezone said property.

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

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

LEGAL DESCRIPTION Rice Subdivision is part of the Southwest Quarter of the Southeast Quarter of Section 34 - Township 75 North - Range 19 West of the 5th P.M., Marion County, Iowa, being more particularly described as follows: Beginning at the Northeast corner of said Southwest Quarter of the Southeast Quarter; thence South 00°06'50" East 1322.95 feet along the East line of said Southwest Quarter of the Southeast Quarter to the Southeast corner thereof; thence North 89°59'50" West 89.92 feet along the South line of said Southwest Quarter of the Southeast Quarter to the Southeast corner of that tract of land described in Book 2018 on Page 1033; thence North 00°26'50" East 33.00 feet along the East line of said tract; thence North 45°29'10" West 131.90 feet along the North line of said tract; thence North 87°27'10" West 237.80 feet along said North line; thence North 54°07'10" West 204.80 feet along the North line of said tract to the Northwest corner thereof; thence South 01°13'50" West 185.55 feet along the West line of said tract to the Northeasterly right-of-way line of Iowa Highway No. 5; thence Northwesterly 54.57 feet along said right-of-way line along a non-tangent 2898.00 foot radius curve concave Southwesterly and having a chord which bears North 37°18'35" West 54.57 feet; thence North 37°51'00" West 1142.85 feet along said right-of-way line to the West line of said Southwest Quarter of the Southeast Quarter; thence North 00°03'25" West 308.27 feet along said West line to the Northwest corner of said Southwest Quarter of the Southeast Quarter; thence South 89°55'35" East 1323.20 feet along the North line of said Southwest Quarter of the Southeast Quarter to the Point of Beginning, containing 29.43 acres subject to 0.29 acres of County right-of-way.

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

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

PASSED AND APPROVED this 14th day of November, 2023.

Kisha Jahner, Chairman of the Board of Supervisors

First reading: _____
Second reading: _____
Third reading: _____
Publication Date: _____

ATTEST:

Jake Grandia, County Auditor

Zoning Map
Ordinance 2023-9
Marilyn Rice
Part of the Southwest Quarter of the Southeast Quarter of
Section 34-Township 75 North-Range 19 West of the 5th P.M., Marion County, Iowa
A-1; Agricultural to A-R: Ag Residential
Parcel 0842200000



Map created and designed by:
Melissa Puffer, Marion County Zoning
Marion County, Iowa

Scale: 0 100 200 300 Feet

Date: 10/31/2023

2. Ordinance 2023-9:

- Approve 1st Reading proposed Marion County Ordinance 2023-9 Zoning Map Amendment – Marilyn Rice is requesting the rezoning of Parcel 08422-000-00 from the current A-1; Agricultural Zoning to A-R; Ag Residential. The Parcel is described as a part of the SW 1/4 SE 1/4 of 34-75-19.



3. Ordinance 2023-9:

- Waive 2nd and 3rd Readings of proposed Marion County Ordinance 2023-9 and Final Approval Authorizing Publication and Zoning Map Amendment.



4. Resolution 2023-87:

Approval of Plat of Rice's Minor Subdivision



RESOLUTION # 2023-87
OF MARION COUNTY BOARD OF SUPERVISORS
APPROVING PLAT OF RICE'S MINOR SUBDIVISION

WHEREAS Marilyn G. Rice has caused certain real estate located in the Marion County, Iowa to be surveyed and platted; and

WHEREAS, said plat has previously been reviewed by the Marion County Zoning Administrator and the Marion County Engineer and they have approved said plat; and

WHEREAS, said plat complies in all respects with the rules and procedures concerning the sub-division of lands in Marion County, Iowa; and

WHEREAS, said plat conforms in all respects with the laws of the State of Iowa;

NOW, THEREFORE, BE IT RESOLVED by Marion County Board of Supervisors, that the revised final plat of the following described real estate situated in Marion County, Iowa, known as "Rice's Minor Subdivision" as described in the attached Exhibit "A", be formerly accepted and approved at this time.

Dated this _____ day of _____, 2023.

Kisha Jahner, Chair
Marion County Board of Supervisors

ATTEST:

John T. "Jake" Grandia,
Marion County Auditor

Exhibit A

Rice Subdivision is part of the Southwest Quarter of the Southeast Quarter of Section 34 - Township 75 North - Range 19 West of the 5th P.M., Marion County, Iowa, being more particularly described as follows: Beginning at the Northeast corner of said Southwest Quarter of the Southeast Quarter; thence South 00°06'50" East 1322.95 feet along the East line of said Southwest Quarter of the Southeast Quarter to the Southeast corner thereof; thence North 89°59'50" West 89.92 feet along the South line of said Southwest Quarter of the Southeast Quarter to the Southeast corner of that tract of land described in Book 2018 on Page 1033; thence North 00°26'50" East 33.00 feet along the East line of said tract; thence North 45°29'10" West 131.90 feet along the North line of said tract; thence North 87°27'10" West 237.80 feet along said North line; thence North 54°07'10" West 204.80 feet along the North line of said tract to the Northwest corner thereof; thence South 01°13'50" West 185.55 feet along the West line of said tract to the Northeasterly right-of-way line of Iowa Highway No. 5; thence Northwesterly 54.57 feet along said right-of-way line along a non-tangent 2898.00 foot radius curve concave Southwesterly and having a chord which bears North 37°18'35" West 54.57 feet; thence North 37°51'00" West 1142.85 feet along said right-of-way line to the West line of said Southwest Quarter of the Southeast Quarter; thence North 00°03'25" West 308.27 feet along said West line to the Northwest corner of said Southwest Quarter of the Southeast Quarter; thence South 89°55'35" East 1323.20 feet along the North line of said Southwest Quarter of the Southeast Quarter to the Point of Beginning, containing 29.43 acres subject to 0.29 acres of County right-of-way.

The logo for Marion County, Iowa, is located in the bottom right corner. It features a stylized blue and green water drop above the word "MARION" in large blue letters, with "COUNTY" in orange below it. The word "IOWA" is written in blue at the bottom, all enclosed within a blue circular arc.



5. Discussion/action:

- Sixth Amended and Restated 28E Agreement for County Rural Offices of Social Services (CROSS)



Sixth Amended and Restated 28E AGREEMENT

FOR

County Rural Offices of Social Services (CROSS)

This Agreement is made and entered into by, between and among the undersigned counties, each having adopted this Agreement by resolution of its board of supervisors, and hereby join together to voluntarily form a public body corporate and politic and separate legal entity under Iowa Code Chapter 28E, and amendments thereto, known as the County Rural Offices of Social Services, hereto for referred to as "CROSS" in this Agreement.

SECTION 1: IDENTITY OF THE PARTIES

The undersigned counties are political subdivisions and constitute "public agencies" as defined in Iowa Code section 28E.2. The current member counties are: Ringgold, Decatur, Clarke, Wayne, Lucas, and Marion. County membership may, however, change from time to time as provided in this agreement and the current member counties at any time shall be referred to as the "Member Counties". The geographical area which includes all Member Counties at any given time is referred to hereafter as the "Region".

SECTION 2: PURPOSE AND GOALS

The Member Counties entered into this 28E Agreement to create "CROSS" a mental health and disability service regional administrative entity as described in the Iowa Code to provide local access to mental health and disability services for adults and children and to engage in any other related activity in which an Iowa 28E organization may lawfully be engaged.

SECTION 3: TERM AND TERMINATION

3.1 Term. This Agreement shall be effective when the undersigned initial Member Counties, as listed in Section 1 execute this Agreement and this Agreement is filed with the Iowa Secretary of State as required by Iowa Code Section 28E.8 (the "Effective Date").

3.2 Termination. The term of this Agreement shall be perpetual, unless terminated by:

- a) a repeal or amendment of the Iowa Code sections that result in the elimination of a statutory requirement for mental health services to be provided through a regional format; and
- b) a majority of the Governing Board approves termination of the region.

3.3 Wind Up of Region. In the event the Agreement is terminated as provided in Section 3.2, the Governing Board shall begin winding down CROSS. If all the requirements in Section 3.2 are met by or on December 1 of any fiscal year, then this Agreement will terminate effective for the succeeding June 30th. If all the requirements in Section 3.2 are met after December 1 of any fiscal year, then this Agreement will terminate effective one calendar year from the succeeding June 30th.

Distribution of Assets. In the event this Agreement is terminated, and CROSS is dissolved, all assets and property of each party used in connection with the undertaking described in this agreement shall remain the property of each party during the term and after the termination of this agreement.

SECTION 4: GOVERNANCE

4.1 Governing Board of Directors: The Governing Board of Directors shall contain the following Directors:

- a) Member counties shall have the discretion to appoint a total of six (6) Board of Supervisors pursuant to Iowa Code 225C.57(2)(c)(1). One supervisor from each member county in the region shall be appointed as a Director. The Board of Supervisors of each member county shall select its Director and he or she shall serve indefinitely at the pleasure of the County appointing the Director, until a successor is appointed, or until the earlier death, resignation, or the end of such person's service as a County supervisor. An alternate supervisor shall be appointed in the same manner and shall act in the temporary absence or unavailability of the Director. Any Director appointed under this Section may be removed for any reason by the County appointing the Director, upon written notice to the Board of Directors, which notice shall designate a successor Director to fill the vacancy.
- b) One individual who utilizes mental health and disability services or is an actively involved adult relative of such an individual, shall be appointed pursuant to Iowa Code section 225C.57(2)(c)(2). This Director shall be appointed by the adult advisory committee given that power by the Governing Board described below, with such appointment to become effective upon approval by the Governing Board. This Director shall serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for a two-year term. A Director can be reappointed for one or more additional terms.
- c) One individual representing adult service providers in the Region shall be appointed pursuant to Iowa Code section 225C.57(2)(c)(3). This Director shall be appointed by the adult advisory committee given that power by the Governing Board described below, with such appointment to become effective upon approval by the Governing Board. This Director shall serve an initial term of one year, which shall begin upon the effective date, with appointments thereafter to be for two-year terms. A Director can be reappointed for one or more additional terms.
- d) One individual representing children's behavioral health service providers in the Region shall be appointed pursuant to Iowa Code section 225C.57(2)(c)(4). This Director shall be designated by CROSS's children's advisory committee described below, with such appointment to become effective upon approval by the Governing Board. This Director shall serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two-year terms. A Director can be reappointed for one or more additional terms.
- e) One individual representing the education system in the Region shall be appointed pursuant to Iowa Code section 225C.57(2)(c)(5). This Director shall be designated by CROSS's children's advisory committee described below, with such appointment effective upon approval by the Governing Board. This Director shall serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two-year terms. A Director can be reappointed for one or more additional terms.
- f) One individual who is a parent of a child who utilizes children's behavioral health services or is an actively involved adult relative of such a child, shall be appointed pursuant to Iowa Code section 225C.57(2)(c)(6). This Director shall be designated by CROSS's children's advisory

committee described below, with such appointment effective upon approval by the Governing Board. This Director shall serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two-year terms. A Director can be reappointed for one or more additional terms.

- g) Pursuant to Iowa Code 225C.57(2)(c)(8) one individual representing the judicial system in the Region shall be appointed by the Governing Board. This Director shall serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two-year terms. A Director can be reappointed for one or more additional terms.
- h) Pursuant to Iowa Code 225C.57(2)(c)(7) one individual representing law enforcement in the Region shall be appointed by the Governing Board. This Director shall serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two-year terms. A Director can be reappointed for one or more additional terms.
- i) The membership of the Governing Board shall not include employees of the Iowa Health and Human Services or non-elected employees of the county.

4.2 Director Vacancies.

- a) County-Appointed Directors and Alternates: If a vacancy occurs during the term of a County-appointed Director, due to death, resignation, or end of service as a County supervisor of such Director, the designated Alternate will serve as Director until the position is filled. Director and Alternate vacancies shall be filled within thirty (30) days of its occurrence by the County having the right of appointment.
- b) Advisory Committee-Appointed Directors. If a vacancy occurs during the term of a committee-appointed Director, due to death, resignation, or recall of such Director, the vacancy shall be filled within ninety (90) days of its occurrence by the committee having the right of appointment. Such appointment to fill a vacancy shall become effective upon the approval of the Governing Board.

4.3 Voting Procedures for Governing Board Members. A quorum must be present in order for the Governing Board to take action. A quorum shall be seven (7) voting Directors.

- a) All Governing Board Members appointed under Iowa Code Section 225C.57 are voting members and have one vote.
- b) A quorum must be present in order for the Governing Board to take action. Except as otherwise provided, the Governing Board shall take action by approval from the majority of all Members present. Voting shall be done by roll call vote.
- c) Proxy voting will not be allowed; however, a Governing Board Member may attend via electronic means and be considered present for purposes of quorum and voting.
- d) The Governing Board shall meet a minimum of quarterly each year.

4.4 Board Officers. The Governing Board shall organize itself and at its initial meeting elect a Chair, Vice-Chair and Secretary-. Thereafter, at the first meeting of each calendar year, the Governing Board shall elect a Chair, Vice-Chair and Secretary for the next ensuing one (1) calendar year. Recording Secretary may be an appointed staff of the CROSS Region.

- a) The Chair shall preside at the Board's meetings, preserve order and enforce this Agreement.
- b) The Vice-Chair shall assist the Chair. During the temporary absence or disability of the Chair, the Vice-Chair shall discharge the duties of the Chair. Should the Chair be permanently absent or disabled, the Vice-Chair shall succeed to the office of the Chair, and the Board shall elect a Vice-Chair to serve for the remainder of the Chair's term.
- c) The Secretary shall sign off on minutes of all Board meetings.
- d) Meetings will be scheduled as needed.

4.5 Powers of the Governing Board. Except as otherwise provided in this Agreement and the Region's bylaws, CROSS shall be under the direction and control of the Board of Directors and the Chief Executive Officer. The Governing Board shall serve as the Regional Administrative Entity, as defined in Iowa Code Section 225C.55(5). The Governing Board of Directors shall have each and all of the following powers:

- a) To contract with any public or private entity to provide all necessary services.
- b) To adopt the Region's budget and oversee the Region's finances.
- c) To receive reports from the Management Team.
- d) To approve the Region's Management Plan and other require Region Plans.
- e) To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of the Regional Management Plan.
- f) To establish a system of accounting and budgeting, and a system for receiving payments.
- g) To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of the Regional Management Plan.
- h) To designate a fiscal agent for the Region.
- i) To appoint and establish committees to serve the Region.
- j) To hear disputes and appeals of clients of the Region.
- k) Oversight of quality control, service utilization, service outcomes, policy compliance and related operation issues of the Region.
- l) To receive input from the Advisory Committee, management Team and other stakeholders of the Region.
- m) To sue and be sued.
- n) To make and enforce bylaws or rules and regulations for the management and operation of CROSS's business and affairs.
- o) To do and perform any acts authorized by the Code of Iowa, under, through or by means of its officers, agents and employees, or by contracts with any person or entity.
- p) To consult with representatives of Federal, State and local agencies and departments, and their officers and employees, and to contract with such agencies and departments.
- q) To accept grants, contributions or loans from Federal, State or local agencies.
- r) To establish the times and places for business meetings and educational conferences and set agendas for those meetings and conferences.

- s) To create a not-for-profit corporate entity, as allowed by law, to obtain additional legal ability not otherwise afforded CROSS by this Agreement to further the purposes of CROSS, including but not limited to fundraising and grant award; and
- t) To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

The Board may delegate any of these powers to the Chief Executive Officer and/or Region designated staff as the Board deems necessary. The Board may adopt such policies, rules, regulations and actions not inconsistent with law or this Agreement. The Governing Board reserves the right to amend this list on its own motion without member approval as a non-substantive amendment as provided for in section 8.1.

4.6 Appointment of Committees

Members of any committee of CROSS shall be appointed by the Governing Board. Committee members shall serve indefinitely at the pleasure of the Governing Board, until a successor is appointed, or until the earlier death or resignation of such committee member.

4.7 Duties of Committees

The adult advisory committee, as appointed by the Governing Board, shall have a minimum of five (5) members. The committee members shall be: adults who utilize services or actively involved relatives of such individuals; service providers; and appointed Directors. The adult advisory committee shall advise the Governing Board as requested by the Governing Board and shall also make designations of the voting and ex officio members of the Governing Board as described above.

The children's advisory committee, as appointed by the Governing Board, shall have a minimum of 10 members. The committee members shall be: parents of children who utilize services or actively involved relatives of such children, a member of the education system of the Region, an early childhood advocate, a child welfare advocate, a children's behavioral health service provider, a member of the juvenile court, a pediatrician, a childcare provider, a local law enforcement representative, and appointed Directors. The children's advisory committee shall advise the Governing Board as requested by the Governing Board and shall also make designations to the Governing Board as described above.

The Governing Board may take action to create additional committees for various other purposes as it deems appropriate.

4.8 Methods for Dispute Resolution

An internal dispute which cannot be resolved shall mean any action which CROSS must take and for which no agreement on the particular action to be taken has been determined through the process set forth under this Agreement and such determination of action has remained unresolved for 10 business days.

In the event an internal dispute arises amongst or between the Governing Board, the Chief Executive Officer or any of the member counties, which cannot be resolved, the following dispute resolution shall be used:

- a) Mediation conducted pursuant to Chapter 679C of the Iowa Code.

- b) If a dispute has not been resolved through mediation within 30 calendar days of the commencement of the dispute resolution period, binding arbitration will be conducted pursuant to Chapter 679A of the Iowa Code before a single arbitrator appointed by agreement of the parties to the dispute, or, in the absence of such agreement, before a panel of three arbitrators, consisting of an arbitrator appointed by each party to the dispute and a third arbitrator selected by the parties' arbitrators. The hearing before the arbitrator(s) shall occur within 30 calendar days following appointment, with the arbitrator(s)' award to be provided within 30 calendar days of the hearing.
- c) The cost incurred for the dispute resolution process, including but not limited to mediation and arbitration, between the Region and a member county shall be paid by the county and the region in dispute.

5. MEMBERS

5.1 Specification, Requirements, Obligations, Expectations of Member Counties

The member Counties agree to the following:

- a) To respond to reasonable requests to make local records available to the CROSS for the purposes of this Agreement.
- b) To provide sufficient office space for the performance of contracted services.
- c) To support the effective collaboration of other county functions related to the provision of contracted services.

5.2 Decision that Require a Member Vote

The Governing Board shall not have authority to, and they covenant and agree that they shall not, do, or cause the Region to do, any of the following acts without the prior consent of the Boards of Supervisors of a majority of the member counties:

- a) Permit any new Member Counties.
- b) Remove any Member County (other than a voluntary withdrawal of a county as provided below).
- c) Terminate or amend this Agreement; or
- d) Dissolve the Region.

5.3 Member Voting Procedure

Any question related to the issues listed in Section 5.2 above may be presented to the Member Counties by resolution of the Governing Board of CROSS by first adopting a recommendation on the issue and then submitting it to the individual Member Counties. A separate explanation of the reasons for the recommendation shall be included. Each Member County desiring to vote upon the proposal shall do so by resolution of its Board of Supervisors and return to CROSS's Governing Board Chair a certified copy of the resolution stating the County's vote within thirty (30) days of the date that the County received a copy of the proposal. Any member county not voting upon the proposal within this time shall be considered to have approved the proposal. If the proposal receives approval by majority of the votes, it shall become effective ten (10) days following the date the vote is tabulated.

5.4 Additional Member Counties

If a county wishes to become a Member County of CROSS after the Effective Date, the county must make a written request to CROSS's Governing Board. Such request will then be addressed through the Member Voting Procedure set forth in Section 5.3. If a new county's request is approved through such procedure, such new membership will not become effective until:

- a) if the new county's request has been properly approved and it has submitted the documentation in Section 5.4(a) prior to December 1 of any fiscal year, then such membership shall become effective on the first day of the next fiscal year. If all of these requirements are not met until after December 1, then such membership shall become effective one year from the first day of the next fiscal year.
- b) The timing requirements of Section 5.4(a) may be waived by the Governing Board if the Iowa Health and Human Services requires the Region to accept a new member county or if logistics otherwise require the waiver of the timing requirements.

5.5 Member County Withdrawal / Removal

a) Member County Withdrawal

Any Member County, by resolution of its Board of Supervisors, may withdraw from CROSS by giving written notice to the Governing Board no later than December 1 prior to the end of the fiscal year the withdrawal will be effective. Services of CROSS shall continue to be provided to the withdrawing Member County until the date of withdrawal, or with member county removal.

b) Member County Removal

If the Governing Board feels it is in the best interest of the Region for a member county to be removed from the Region, the Governing Board will pass a resolution to that effect and proceed under the Member Voting Procedure set forth in Section 5.3.

c) Upon removal or withdrawal, the region's fund balance shall be divided by the percentage of each county's population according to the region's population indicated in the region's annual service and budget plan. An amount of the fund balance shall be allocated to the county according to its percentage of the region's population.

6. STAFF

Chief Executive Officer

6.1 Selection Process for Chief Executive Officer

The Chief Executive Officer shall be chosen by the Governing Board. The CEO shall report directly to the Governing Board. The Governing Board may also appoint an alternate or interim Chief Executive Officer as needed, with such person remaining an employee of his or her respective county or designated nonprofit entity and reporting to both his or her respective Board and CROSS's Governing Board. The Chief Executive Officer shall be the single point of accountability for CROSS.

6.2 Performance Evaluation of Chief Executive Officer

The Governing Board shall conduct annual evaluations of the Chief Executive Officer. The Governing Board may conduct additional evaluations of the Chief Executive Officer at any time, as it deems necessary in a given situation. All evaluations shall be summarized in writing and submitted to the Board of Supervisors of the county which employs the Chief Executive Officer. In the event the Governing Board determines that it is not in the best interests of CROSS for a particular person to continue to serve as Chief Executive Officer, the Governing Board shall inform the Board of Supervisors of the Member County employing such person.

In the event the Chief Executive Officer resigns, retires or otherwise has his or her employment with the employing County terminated, the Governing Board shall appoint an interim Chief Executive Officer until the position is filled.

6.3 General functions and responsibilities of staff

The MHDS Governing Board may authorize the Chief Executive Officer to employ or contract with persons or entities to provide services to the Region, and to staff the needs of the Region. Staff shall include a Financial Manager, the Adult and Children's Coordinator of Disability Services, a Compliance Manager, one or more children/adult service coordinators and one or more jail alternatives coordinators. The Adult and Children's Coordinator of Disability Services are considered employees of the Region. Dallas County will be the employer of record for regional staff, staff will report to the CEO.

CROSS intends to employ or contract for staff for the following functions and responsibilities:

- a) Communications/Public Relations
- b) Operations, Resource, and Referral, training and HIPAA
- c) Budget Planning, risk management and Financial Reports
- d) Provider development, performance-based contracting, evidence-based practices, and quality assurance
- e) Policies, procedures, strategic plan development, grievances, and appeals
- f) Employee management
- g) Compliance and Reporting
- h) Service Processing, Authorization and Access
- i) Data management, intake and eligibility, claims administration, reports and CSN
- j) Coordination of Adult and Children's Behavioral Health Services

The Governing Board reserves the right to amend this list on its own motion without member approval as a non-substantive amendment as provided for in Section 8.1.

7. CROSS FINANCES

7.1 Management & Expenditure of Funding

- a) Fiscal Agent. The CROSS Governing Board will select the entity of fiscal agent to serve as the fiscal agent for the region and will enter into a separate agreement with the selected fiscal agent. One combined CROSS account shall be maintained by the fiscal agent. The fiscal agent will receive an administrative fee as agreed upon in the 28E agreement established between the CROSS Region and the fiscal agent.

- a. Claims for services approved under a member county's prior county management plan prior to the Region taking over that have not yet been billed or have not yet been paid shall not become a legal obligation of the Region and shall remain the responsibility of the member county.
 - b. Methods for determining allowable administrative costs, billing procedures and payment procedures shall be determined by the MHDS Governing Board.
 - c. The CROSS Region Account funds, regional revenues and service payment allocations, shall be managed and administered by the fiscal agent of the CROSS Governing Board in compliance with the law, direction from the CROSS Governing Board and other written policies of the CROSS Region. Funds will be expended according to the Region's management plan.
 - d. Use of Savings for Reinvestment: The Region shall comply with Chapters 12B and 12C of the Iowa Code for deposit and investment of Region funds. Through the Region's budgeting process, it shall strive to use surplus funds for the development of additional services.
 - e. In the event a county becomes a member of the Region after the Effective Date, such county shall transfer to the Region all MHDS funds received upon withdrawal from its former MHDS Region.
- b) Reimbursable Contractual Services
- a. The Fiscal Agent shall establish a sub account[s] to the general fund for receipt of and payment of administrative expenses. This account shall be under the control of the fiscal agent as designated by the Governing Board.
 - b. The fiscal agent will pay regional staff and administrative expenses using Regional funds, not county dollars.
 - c. CROSS will promptly pay employee wages on a quarterly basis upon receiving an invoice from the fiscal agent.
- c) Office Space. The Region will be responsible for paying each county for office space on a yearly basis. Payment for office space will be calculated utilizing current market rates, square footage, utilities and percentage of the building occupied.
- d) Use of Savings for Reinvestment. CROSS shall comply with Chapters 12B and 12C of the Iowa Code for deposit and investment of CROSS funds. Through the CROSS's budgeting process, it shall strive to use surplus funds for the development of additional services.

7.2 Process for Annual Independent Audit

An annual independent audit will be conducted during the fiscal agent's normal audit process and billed to the Region. The CEO will submit the annual audit to Iowa Health and Human Services upon completion.

7.3 Methods of Acquiring and Disposing of Real Property

- a.) Property that is proposed for acquisition or disposal must be identified and approved prior to taking any action. Only the Governing Board has the authority, whether by gift or purchase, to acquire and dispose of real property.
- b.) Prior to any action to acquire real property, the property and all structures, if any, shall be inspected and tested for the identification of any contaminants, including asbestos, PCBs, underground storage tanks, hazardous wastes and other environmental concerns. If any contaminants are identified, a plan for their disposal or neutralization shall be included with the request to acquire subject property, including estimated costs and identification or responsibility for abatement.
- c.) All required renovations and/or alterations to make the property functionally usable in accordance with all applicable codes and current standards of use shall be evaluated with estimated cost to complete and source of funds identified prior to any action to acquire.
- d.) Property that is acquired shall be titled in the name of "County Rural Offices of Social Services Mental Health and Disability Services Region" for the use and benefit of CROSS.
- e.) If the Governing Board decides by a majority vote to dispose of real property that is no longer necessary to meet the needs of the Region, the receipts from the sale or conveyance of real property shall be deposited in the CROSS Regional fund.

8. SCOPE & AMENDMENTS

8.1 Amendments

The Governing Board is authorized to make non-substantive amendments to this Agreement with a two-thirds vote of board members present. All other amendments to this Agreement shall be conducted through the member approval process described in Section 5.3 and in compliance with Iowa Code Chapter 28E, which includes filing all amendments with the Iowa Secretary of State.

8.2 Entire Agreement

This Agreement represents the entire 28E Agreement of CROSS.

8.3 Invalidity

If any one or more provisions of this Agreement are declared unconstitutional or contrary to law, the validity of the remainder hereof shall not be affected.

8.4 No Waiver

The waiver by any party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

6. Discussion/action:

Appointments – Marion County Board of Supervisor Compensation Board
Representatives (2)



7. Resolution 2023-89:

Resolution Directing the Acceptance of a Proposal to Purchase \$2,545,000
(Amount Subject to Change) General Obligation Capital Notes, Series
2023A



Board Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ACCEPTANCE OF A PROPOSAL TO PURCHASE \$2,545,000 (AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2023A" and moved that it be adopted. Board Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Whereupon, the Chairperson declared the Resolution duly adopted as follows:

RESOLUTION NO. 2023-89|

RESOLUTION DIRECTING THE ACCEPTANCE OF A
PROPOSAL TO PURCHASE \$2,545,000 (AMOUNT SUBJECT
TO CHANGE) GENERAL OBLIGATION CAPITAL LOAN
NOTES, SERIES 2023A

WHEREAS, Marion County, sometimes hereinafter referred to as the County, is a political subdivision duly incorporated, organized and existing under and by virtue of the Constitution and laws of the State of Iowa; and

WHEREAS, it is deemed necessary that the County should enter into a Loan Agreement and borrow the amount of \$2,545,000 (Amount Subject to Change) as authorized by Sections 331.402, 331.443 and 403.12, Code of Iowa as amended; and

WHEREAS, proposals have been requested and received from financial institutions offering to enter into such Loan Agreement; and

WHEREAS, after a review of all the proposals received, it has been determined that the best and most favorable proposal is that of D.A. Davidson of Des Moines, Iowa; and

WHEREAS, it is the intention of this Board of Supervisors to enter into a Loan Agreement in accordance with said proposal dated _____, 2023.

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

Section 1. That this Board of Supervisors does hereby accept the attached proposal of D.A. Davidson of Des Moines, Iowa, and takes additional action to permit the entering into of a Loan Agreement.

Section 2. The Chairperson and County Auditor are authorized and directed to proceed on behalf of the County to enter into such Loan Agreement, to negotiate the final terms of a Loan Agreement to take all action necessary to permit the entering into of a Loan Agreement on a basis favorable to the County and acceptable to the Purchaser, and to proceed to meet the conditions of this accepted proposal.

PASSED AND APPROVED this _____ day of _____, 2023.

Chairperson, Board of Supervisors

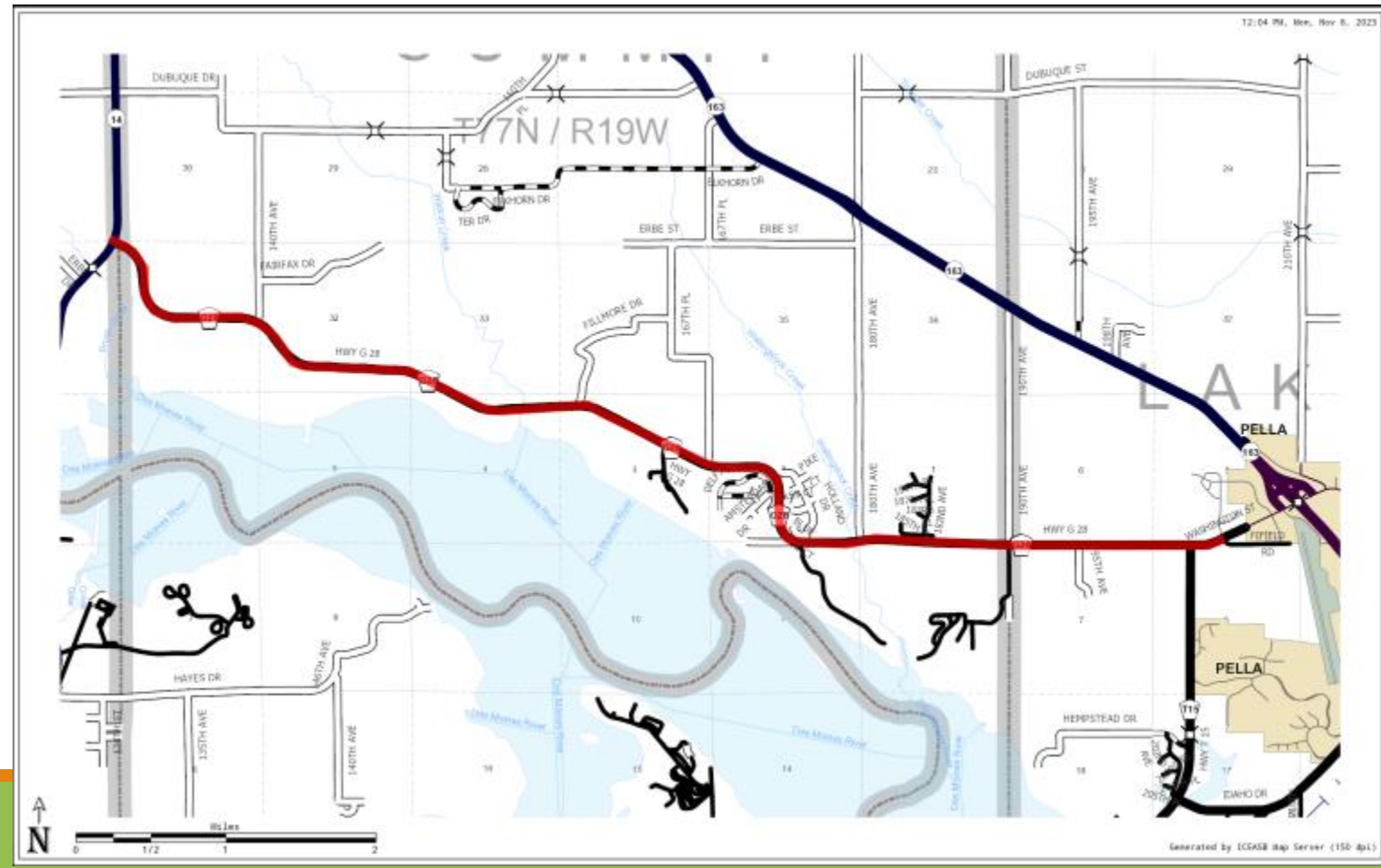
ATTEST:

County Auditor

(Attach Copy of Terms of Proposal)

8. Resolution 2023-88:

Hwy G28 Community Project Funding Agreement



RESOLUTION NO. 2023-88

WHEREAS, Iowa Code Section 306A.7 and 307.44 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 federal funds from the United States Congress for the project described below from Division L of the Consolidated Appropriations Act, 2023 as specified in the table entitled "Community Project Funding/Congressionally Directed Spending", and

WHEREAS, the Project includes milling and hot mix asphalt (HMA) resurfacing of County Road G28 from Hwy 14 to the Pella Corporate Limit, and

WHEREAS, Marion County has been awarded \$2,000,000 of federal funds from the Community Project Funding requiring a minimum match of 20%, and

WHEREAS, a project, HDP-CO63(147)—6B-63, for milling and HMA resurfacing 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. 5-23-HDP-028, to utilize awarded funding for the Milling and HMA Resurfacing along G28 in Marion County.

Adopted this _____ day of November, 2023

Kisha Jahner
Marion County Board Chair

Attest:

Jake Grandia
Auditor



9. Discussion/action:

Skinner & Paschke, PLLC – Agreement for 2024 Marion County Lobbying Services



AGREEMENT FOR LOBBYING SERVICES

Marion County Board of Supervisors, (hereinafter "Marion County BOS") hereby enters into an Agreement with Skinner & Paschke, PLLC (hereinafter "Firm") for lobbying services as described in this Agreement. Kelly Verwers Meyers shall serve as the primary lobbyist and contact. Lobbying services may be performed by any member of the Firm.

- Services To Be Rendered.** The Firm shall monitor legislative activity in the Iowa General Assembly and the activity of the executive offices and agencies of the State of Iowa for bills and amendments which affect or relate to tax policies and mental health policy and funding; collaborate with the Iowa Treasurer's Association to advance legislative solutions to inadequate fees for titling and registration of motor vehicles; work proactively to advance legislation to address regulatory oversight for non-coal mines. All pending and proposed legislation which may directly or indirectly have an impact on Marion County BOS, together with any and all reports or other information in regard thereto, shall be provided in a timely manner, as directed, to Marion County BOS. The Firm will meet with and/or report to Marion County BOS on a regular basis on activities of the General Assembly, the executive offices or agencies that are relevant to identified concerns and objectives.
- Term.** The term of this Agreement shall be from December 1, 2023 through November 30, 2024.
- Compensation.** Marion County BOS agrees to pay an annual fee of \$30,000 for lobbying services provided by the Firm. This fee shall be paid quarterly and invoices shall be sent December 31, 2024, March 31, 2024, June 30, 2024 and September 30, 2024.
- Expenses.** The Firm shall be responsible for all usual and ordinary expenses incurred in connection with the performance of their services, including any travel, telephone, facsimile, postage, and duplicating costs. If the Firm determines that expenses are of an extraordinary or unusual nature and are necessary to adequately represent Marion County BOS as contemplated by this Agreement, the Firm shall request prior approval of any such expenditures and submit such documentation required by Marion County BOS for reimbursement.
- Independent Contractor.** The Firm's status on all matters pursuant to this Agreement shall be that of an "independent contractor", which term shall include all partners, shareholders, members, employees, representatives, subcontractors and experts affiliated with the Firm.
- Notices.** Any formal notices required herein shall be sent by regular mail to the addresses identified in this Agreement.

Firm
Contact
Address
City, State ZIP

Skinner & Paschke, PLLC
Kelly Verwers Meyers
1454 30th Street, Suite 102
West Des Moines, Iowa 50266

Phone Number
EMAIL

515-987-0022
kelly@splawiowa.com

- Confidentiality.** This Agreement does not require the Firm to provide legal services to Marion County BOS beyond the services identified but does create a confidential relationship between the Firm and Marion County BOS. The Firm shall not disclose such confidential information to any person or entity other than as expressly authorized by Marion County BOS.
- No Competing Representation.** The Firm shall not, without the prior written consent of Marion County BOS, represent any person or entity or lobby any matter before the Iowa General Assembly or the executive offices or administrative agencies of the State of Iowa which would be competitive or inconsistent with any position or policy Marion County BOS has taken or may expect to take, as solely determined by the Marion County BOS. The Firm has attached and disclosed in writing all lobbying clients and all known conflicts and potential conflicts of interest that exist as of the date of this Agreement. Going forward, the Firm will disclose any potential conflicts and Marion County will determine whether a conflict of interest exists and whether that conflict is irredeemable.
- Compliance With Laws.** The Firm will comply with all applicable lobbying laws and regulations and will provide to Marion County BOS, as requested, a copy of all lobbying disclosure reports which reflect lobbying activities and expenses related to Marion County BOS, and any other information necessary for Marion County BOS to comply with State lobbying laws and regulations.
- No Subcontracting.** All services requested by Marion County BOS for performance by the Firm pursuant to this Agreement shall not be subcontracted in whole or in part without the prior written consent of Marion County BOS.

This Agreement shall be governed, construed, and interpreted under the laws of the State of Iowa.

SKINNER & PASCHKE, PLLC

MARION COUNTY BOARD OF
SUPERVISORS

By: _____
Kelly Verwers Meyers - Lobbyist

By: _____

Date _____

Date _____

CONFLICTS OF INTEREST

Skinner & Paschke, PLLC represents the following clients as of November 7, 2023:

Alamo
Enterprise Rent-A-Car
National Rent-A -Car
CUNA Mutual Group
Heartland Carwash Association
Iowa Association for Justice
Iowa Association for Behavior Analysis
Iowa Peace Officers Association
Iowa County Attorney's Association
Iowa State Education Association
Jazz Pharmaceuticals/ formerly known as Greenwich Biosciences, Inc.
Justice Not Politics
Pfizer
Prairie Meadows Racetrack & Casino
Revelton Distilling Co.

Skinner & Paschke, PLLC has identified the following potential conflicts:

1. Any legislation to limit or eliminate county compensation boards.
2. School funding and any legislation that would negatively impact school financing.



10. Board of Supervisor Updates



11. Discussion/action: Pleasant Grove Township



12. Closed Session

- a. Authorize: Closed Session pursuant to Iowa Code Chapter 21.5(1)(c)
- b. Reconvene from Closed Session
- c. Action as necessary from Closed Session



VII. BOARD OF SUPERVISOR ADJOURNMENT

