



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/86832318305?pwd=6NeK8uVX6QNxkSlSChaFjEbSvBHSY4.1>

Meeting ID: 868 3231 8305

Passcode: 907532



MARION COUNTY BOARD OF SUPERVISORS REGULAR AGENDA

3014 E Main St, Knoxville, Iowa

February 13, 2024 9:00 A.M.



I. CALL TO ORDER AND ROLL CALL

Mark Raymie_____

Steve McCombs_____

Kisha Jahner_____



II. AGENDA

1. February 13, 2024 - 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 2/13/2024.
2. Marion County Regular Session Board of Supervisor Minutes: 1/23/2024
3. Marion County Special Session Board of Supervisor Minutes: 1/23/2024, 1/24/2024, 1/25/2024, 1/26/2024
4. Marion County employee salary adjustments. Complete list available in the Human Resource Office.



VI. BUSINESS:

1. Discussion/action:


Knoxville Rotary Plaques – Marion County Courthouse Courtyard




Proposed plaques for 4 trees that Rotary planted at the courthouse and 2 at the High School. Others may come later.

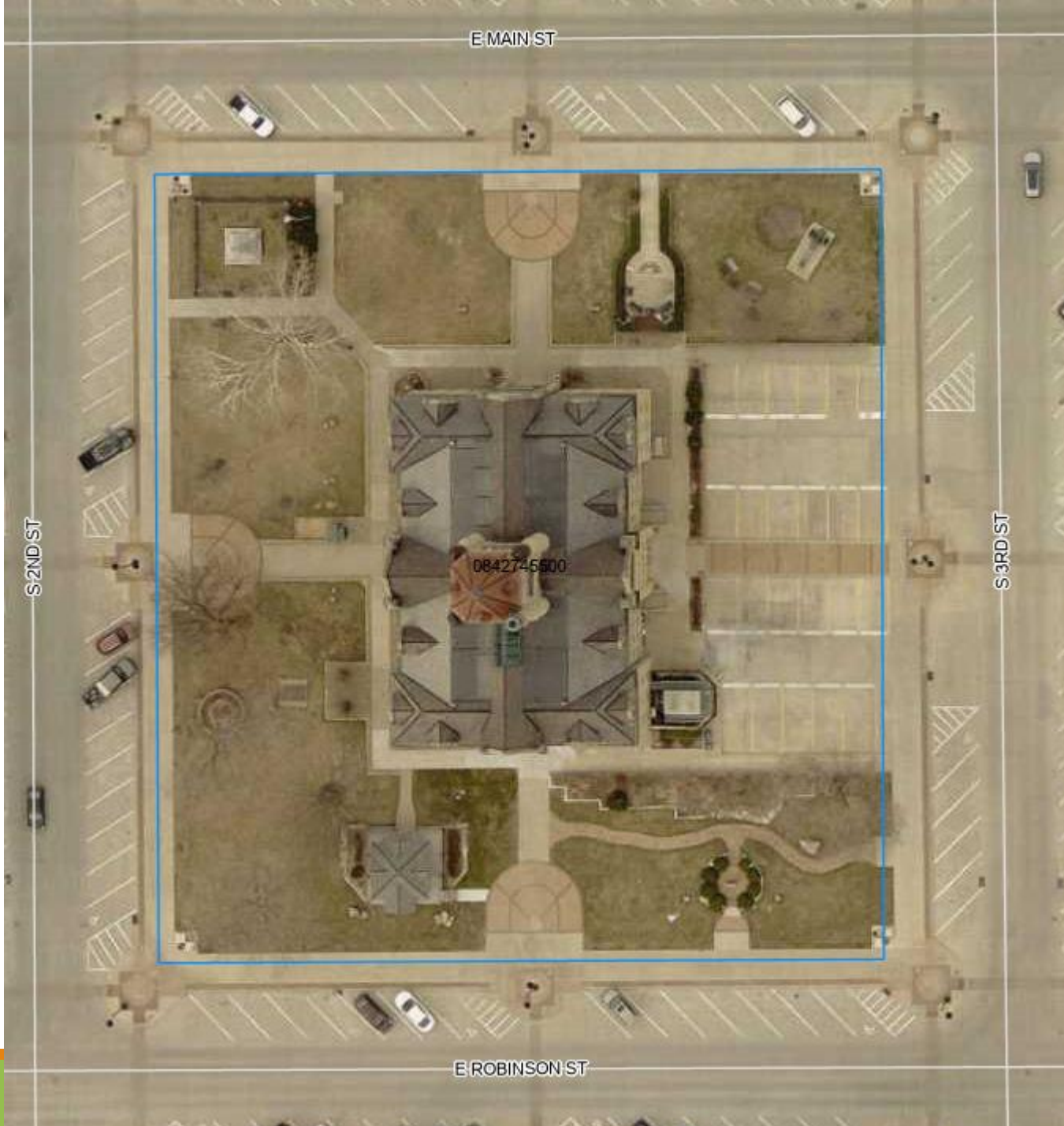


- Plaques designed and made at the KCHS Industrial Education Department under the direction of Sean Sager.
- Courthouse Trees planted in 2020-2021 with monies donated by TRF and RCoK and help by Rotarians and City / County under the Chair – Tyler Christian. HS Trees planted in 2023 for Eagle Scout Project Award
- Put all the plaques on the Gazebo (Built and Maintained by Rotarians) Restained under the direction of Tyler Christian.
- Plaques will be in Aluminum; Brass; or a mixture.
- Request Coordinated Support from County Facilitates Department – Chris Nesteby.
- Publicity by Radio and Newspaper for County, Rotary, HS, and Eagle Scout and those for whom the trees are dedicated
- The Courthouse trees will be dedicated to:

Donated 2021  From your friends at
The Rotary Foundation and Rotary Club of Knoxville
In Memory of Keith Hawk, District Governor 1971-1972

Donated 2021  From your friends at
The Rotary Foundation and Rotary Club of Knoxville
In Memory of Dr. George Andrew

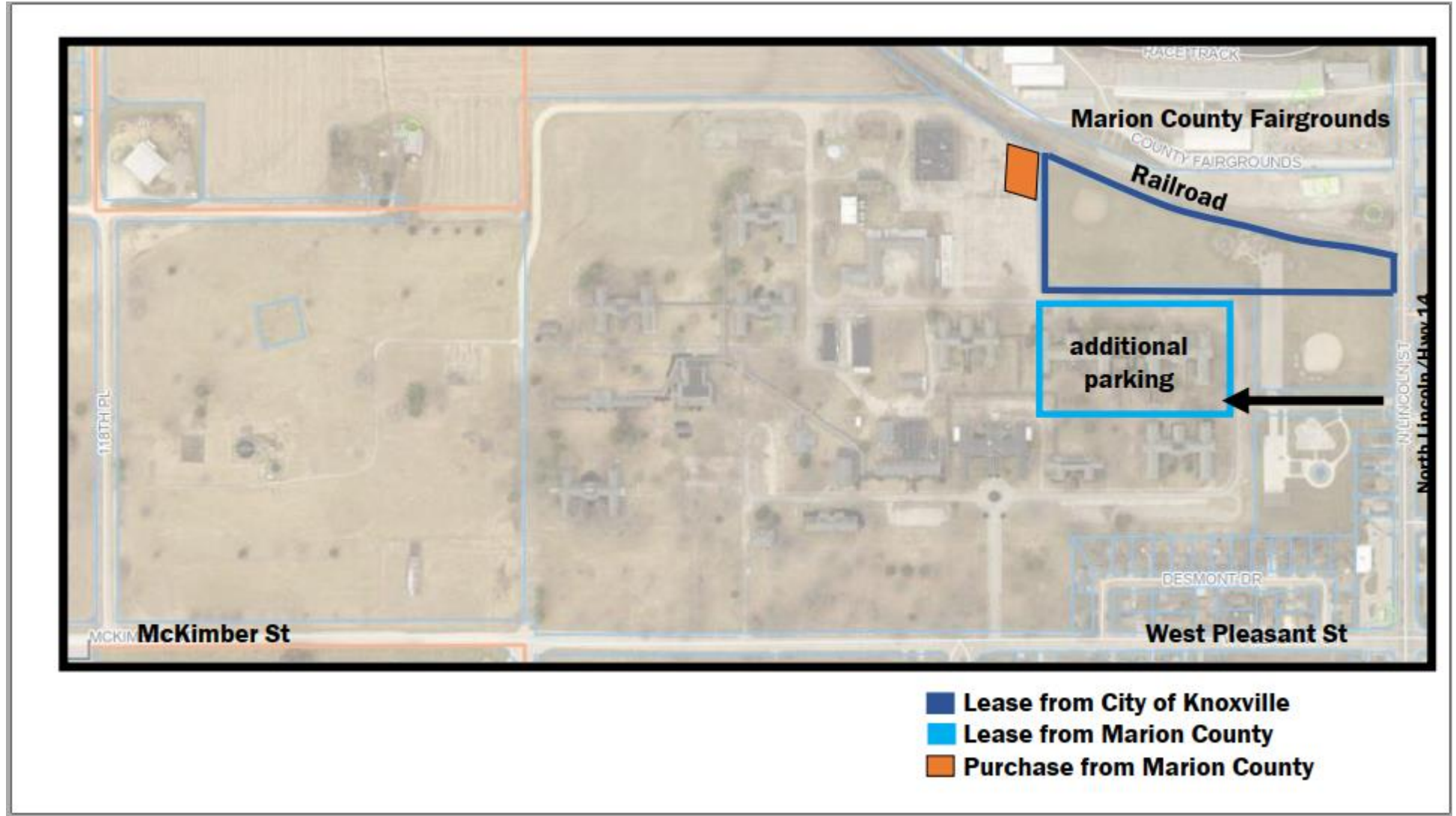
Donated 2021  From your friends at
The Rotary Foundation and Rotary Club of Knoxville
In Memory of Jane Conway



2. Discussion/action:

Knoxville Raceway Request – VA Camping Parking





3. Resolution 2024-21:

Resolution Approving an Agreement Pursuant to Iowa Code Chapter 28E with the City of Pella, Iowa, regarding Allocation of Local Option Sales and Services Tax Revenues (LOSST)

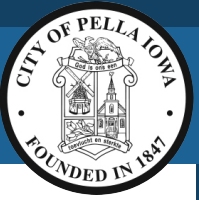


Local Option *Redistribution Agreement History*

- Pella has had a local option redistribution agreement with Marion County since 2007
- The agreement was to address concerns with the state distribution formula
- Under our previous agreement which expired on December 31, 2023, Marion County redistributed 8% of county wide LOSST to Pella (\$440,000 per year)
- When the agreement was negotiated in 2011, Pella generated 54% of LOSST in Marion county and Knoxville generated 40%



Local Option *Redistribution Agreement Justification*



- Based on the generation of LOSST revenues in 2022, Pella generates 64% of LOSST in Marion County
- Under the state distribution formula, the City of Pella receives 28% of countywide LOSST revenues



Local Option *Proposed Agreement*



Term:

- 2 years, from January 1, 2024 through December 31, 2025

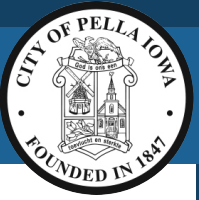
Allocation:

- 8% of countywide LOSST to Pella, same as previous agreement

New terms include:

- \$25,000 of the funds would be designated as the county's local match for the Enhance Iowa Grant application towards the Pella Rec Center
- Allows the parties to terminate the agreement if the state passes legislation which materially changes the distribution of LOSST funds

Local Option *Proposed Agreement*



- The City of Pella would like to thank the Marion County Board of Supervisors for our previous redistribution agreements
- We also look forward to working with Marion County in the future for the advancement of our community



Thank You!



RESOLUTION NO. 2024-21

RESOLUTION APPROVING AN AGREEMENT PURSUANT TO IOWA CODE CHAPTER 28E BETWEEN MARION COUNTY, IOWA, AND THE CITY OF PELLA, IOWA, REGARDING ALLOCATION OF LOCAL OPTION SALES AND SERVICES TAX REVENUES

WHEREAS, this agreement is between and among Marion County, Iowa, (hereinafter "County") and the incorporated City of Pella, Iowa (hereinafter "Pella"), (County and Pella hereinafter collectively "Parties"); and

WHEREAS, Chapter 28E, Code of Iowa, allows Parties to enter into agreements; and

WHEREAS, Parties have determined that there is a need to formulate a workable program for utilizing their respective resources and other appropriate private and public resources to provide for the financing, construction, equipping and maintenance of various public projects within their respective boundaries; and

WHEREAS, Parties have determined that they should jointly exercise their powers under Chapters 28E and 423B of the Code of Iowa, 2023, as amended, to take certain actions that the parties deem necessary or appropriate to achieve their goals and objectives as they pertain to their respective projects; and

WHEREAS, the County has a local option sales and services tax that has been in effect since January 1, 2004 with no sunset; and

WHEREAS, Pella has a local option sales and services tax that has been in effect since January 1, 2002 with an automatic repeal date of December 31, 2043; and

WHEREAS, the parties agree that the formula for distribution of revenues collected from the tax should be amended and that an alternative formula for distribution/allocation of the revenues should be agreed upon; and

WHEREAS, it is in the best interest of all citizens of Marion County that an agreement be reached.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Marion County, Iowa that the Chair and County Auditor, on behalf of Marion County, are hereby authorized and directed to execute the Agreement Pursuant to Iowa Code Chapter 28E between Marion County, Iowa, and the City of Pella, Iowa Regarding Allocation of Local Option Sales and Services Tax Revenues.

Passed and approved this 13th day of February, 2024.

Mark Raymie, Chair

ATTEST:

Jake Grandia, County Auditor



**AGREEMENT PURSUANT TO IOWA CODE CHAPTER 28E BETWEEN
MARION COUNTY, IOWA AND THE CITY OF PELLA, IOWA REGARDING
ALLOCATION OF LOCAL OPTION SALES AND SERVICES TAX REVENUES**

WHEREAS, this agreement is made this _____ day of _____, 2024, by, between and among Marion County, Iowa, (hereinafter "County") and the incorporated City of Pella, Iowa, (hereinafter "Pella") (County and Pella hereinafter collectively "Parties"); and

WHEREAS, Chapter 28E, Code of Iowa, allows Parties to enter into agreements; and

WHEREAS, Parties have determined that there is a need to formulate a workable program for utilizing their respective resources and other appropriate private and public resources to provide for the financing, construction, equipping and maintenance of various public projects within their respective boundaries; and

WHEREAS, Parties have determined that they should jointly exercise their powers under Chapters 28E and 423B of the Code of Iowa, 2023, as amended, to take certain actions that the parties deem necessary or appropriate to achieve their goals and objectives as they pertain to their respective projects; and

WHEREAS, the County has a local option sales and services tax that has been in effect since January 1, 2004 with no sunset; and

WHEREAS, Pella has a local option sales and services tax that has been in effect since January 1, 2002 with an automatic repeal date of December 31, 2043; and

WHEREAS, the parties agree that the formula for distribution of revenues collected from the tax should be amended and that an alternative formula for distribution/allocation of the revenues should be agreed upon; and

WHEREAS, it is in the best interest of all citizens of Marion County that an agreement be reached.

NOW THEREFORE, in consideration of the premises and the mutual obligations of the Parties hereto, each of them does hereby covenant and agree with the others as follows:

1. The term of the agreement is from January 1, 2024 to December 31, 2025.
2. The County will redistribute 8% of county wide local option sales and services tax revenues to the City of Pella during the period of January 1, 2024 to December 31, 2025. This redistribution will occur only if the City of Pella collects a local option sales and services tax for the applicable year it requests a redistribution from Marion County.
3. The local option sales and services revenues redistributed by the County to Pella, shall be distributed in accordance with the schedule attached hereto, marked Exhibit A, and incorporated herein by reference as if fully set forth herein.

4. This Agreement becomes effective upon the execution by the Parties as to the commitment of the Parties to be bound by the allocation established. This Agreement shall remain in effect through December 31, 2025, unless dissolved by mutual agreement approved by the governing body of each of the Parties and compliance with requirements of the Code. In no event shall this Agreement be terminated until any and all obligations issued by any of the Parties pursuant to Iowa Code 423B.10 are paid in full.
5. No amendment to this agreement shall be effective unless approved by all Parties that are collecting the local option sales and services tax.
6. The parties agree that \$25,000 of the funds redistributed by Marion County to Pella shall be used to satisfy the County's required local match for the City of Pella Enhance Iowa Grant for the proposed Indoor Recreation Center.
7. The parties to this Agreement reserve the right to terminate this agreement in the event the State of Iowa passes legislation which materially changes the distribution of LOSST funds.
8. No separate legal or administrative entity is created by this Agreement and no joint budget shall be adopted for purposes of this Agreement. Each of the Parties shall pay its own costs.
9. The Parties shall acquire no property jointly by the operation or execution of this Agreement.
10. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one in the same instrument.
11. If any provision of this Agreement is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision entered into, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such provision shall be deemed to be effective in the manner and to the full extent permitted by law.
12. This Agreement shall be governed and construed in accordance with the Laws of the State of Iowa.

Exhibit A

1. The redistribution from the County to Pella as stated in sections two and three of this Agreement will be computed on a calendar year basis.
2. The redistribution from the County to Pella will occur only if Pella collects a local option sales and services tax for the applicable year it requests a redistribution from Marion County.
3. To receive a local option sales and services tax redistribution, Pella must invoice Marion County by March 31st for the previous calendar year's collections. If actual county-wide receipts are not available at the time of billing, then estimated receipts will be used. Payment from the County will be due within thirty days of the date of the invoice.
4. When actual receipts are available, Pella will submit a reconciliation report to Marion County that addresses any over/under payments. In the case of an over payment, Pella will send a refund to Marion County along with the reconciliation report. In the event of an underpayment, Marion County will have thirty days from receipt of the reconciliation report to redistribute the additional funds.

Example Year for the Time Period January 1, 2024 to December 31, 2024 Calendar Year 2024:

1. The City of Pella collects local option and services taxes from the time period January 1, 2024 to December 31, 2024.
2. By March 31, 2025, the City of Pella invoices Marion County for an estimated 8% of county-wide local option collections for the time period January 1, 2024 to December 31, 2024.
3. When actual county-wide local option sales and services tax receipts are available, the City of Pella submits a reconciliation report to Marion County based on actual collections for the time period January 1, 2024 to December 31, 2024. Also at this time, the parties will address any over or under payment from Marion County.



4. Discussion/action:

Marion County Development – Request to post Marion County Development Assistant Director Position



- TIMELINE:
 - February 13, 2024 Approval from BOS to hire MCD Assistant Director
 - Feb. 19 to Mar. 19, 2024 Promote [opening](#)
 - Mar. 22-29, 2024 Review applications & set up [interviews](#)
 - April 1 & 2, 2024 Interviews
 - April 9, 2024 BOS meeting-Announce [selection](#)
 - April 22, 2024 New hire (tentatively)
 - *The current MCD Director plans to retire March 31, 2025. The MCD Director position would then be promoted in Feb/Mar, 2025. This hire would fall under the responsibility of the BOS since it would be a direct report. The Assistant Director would be encouraged to apply for the MCD Director position, but the Director position would be open for anyone to apply. There would be no guarantee provided to the Assistant Director that they would get the position.*
- PROMOTION:
 - Job Announcement open 30 days
 - Tools
 - PDF Promoting Job Opportunity
 - Job Description
 - Application
 - MC Job Listing
 - Placement
 - Professional Developers of Iowa
 - MIPA
 - GDSMP
 - ~~ITIP~~
 - IRDC
 - PACE
 - UNI-ISU-CC
 - County Website
 - Social Media: Facebook & LinkedIn
 - Email to contacts
- INTERVIEWS:
 - Structure
 - Questions determined prior to interviews with each panelist assigned a question(s) to ask
 - 30-minute interviews offered in-person or online
 - 30 minutes between interviews
 - Candidates required to complete county application and strongly encouraged to submit resume and references
 - Our plan is to conduct one round of interviews, if needed a second-round interviews may be conducted
 - Interview Team
 - Current MCD Director
 - 2 current/past commissioners from MCD
 - 2 regional economic development experts
 - Marion County HR representative

5. Discussion/action:

Knoxville Memorial Building



6. Discussion/action:

Marion Count Special Event Application
- Knoxville Farmer's Market - 2024



SPECIAL EVENT PERMIT APPLICATION FORM

- Tuesdays
1. SPONSOR Knoxville Farmers Market - Manager Denay Marsh
ADDRESS 601 S. 3rd St. Knoxville
PHONE 641-871-1009
2. EVENT TYPE: (description) Knoxville Farmers Market
3. EVENT CONTACT PERSON(S) Denay Marsh PHONE 641-871-1009
ADDRESS 601 S. 3rd St. E-MAIL Knoxvillefarmersmarket@gmail.com
4. ON-SITE CONTACT PERSON(S) Denay Marsh PHONE 641-871-1009
5. EVENT LOCATION West Side of Courthouse Parking
6. EVENT DATE 5.21.24 to 7.24.24 EVENT START TIME 3:00 EVENT END TIME 5:30 Every Tuesday
7. SET UP TIME 30 min TAKE DOWN TIME 30 min
8. RAIN DATE/TIME NA
9. RESTROOMS: NUMBER OF TOILETS BEING PROVIDED _____
LOCATION(S) OF TOILETS - Coffee Connection + Lucky Chinese Buffet
allow us to send vendors + customers there
USE OF COURTHOUSE RESTROOMS REQUESTED? No
10. UTILITIES TO BE USED (LIST EQUIPMENT TYPES)(attach additional pages if necessary)
None
- 10a. ELECTRICAL SOURCE NA
- 10b. WATER SOURCE NA

11. SECURITY City Police + Fire are notified of
Dates

12. SITE PLAN ATTACHED. ☒ YES ☐ NO

13. INDEMNITY AGREEMENT SIGNED AND ATTACHED. ☒ YES ☐ NO

14. INSURANCE CERTIFICATE ATTACHED. ☐ YES ☐ NO -will send in April/May

15. DAMAGE DEPOSIT INCLUDED (AMOUNT \$ _____) ☐ YES ☐ NO from McKay Group

I have read this Special Event Agreement and Application packet and have accurately and truthfully completed the Application. I agree that I will obtain any other permits necessary and will follow the guidelines and requirements set forth in the packet.

Denay Z Marsh 2.7.24
Signature Date

In consideration for the granting of permission by the County of Marion, Iowa to the undersigned for the use of the following described property:

The Sidewalks and parking on the West Side of the courthouse

For the following purpose only:

Knoxville, Iowa Farmers Market

On the following date(s):

All Tuesdays from May 21, 2024 to September 24, 2024
Between 2:30 pm & 6:00 pm

The undersigned agrees to defend, indemnify and hold harmless the County of Marion, its agents, officers and employees, from and against any and all claims for injury or damages to persons or property arising out of or caused by the use of such property.

The undersigned further agrees upon receipt of notice from the County of Marion to defend at its own expense the County of Marion, its agents, officers and employees from any action or proceeding against the County of Marion, its agents, officers or employees arising out of or caused by the use of such property. The undersigned agrees that a judgment obtained in any such action or proceeding shall be conclusive in any action by the County, its agents, officers or employees against the undersigned, when so notified as to the undersigned's cause of the injury or damage, as to the liability of the County, its agents, officers and employees to the plaintiff in the first named action, and as to the amount of the damage or injury. The County of Marion, its agents, officers and employees may maintain an action against the undersigned to recover the amount of the judgment together with all the expenses incurred by the County, its agents, officers and employees in the action.

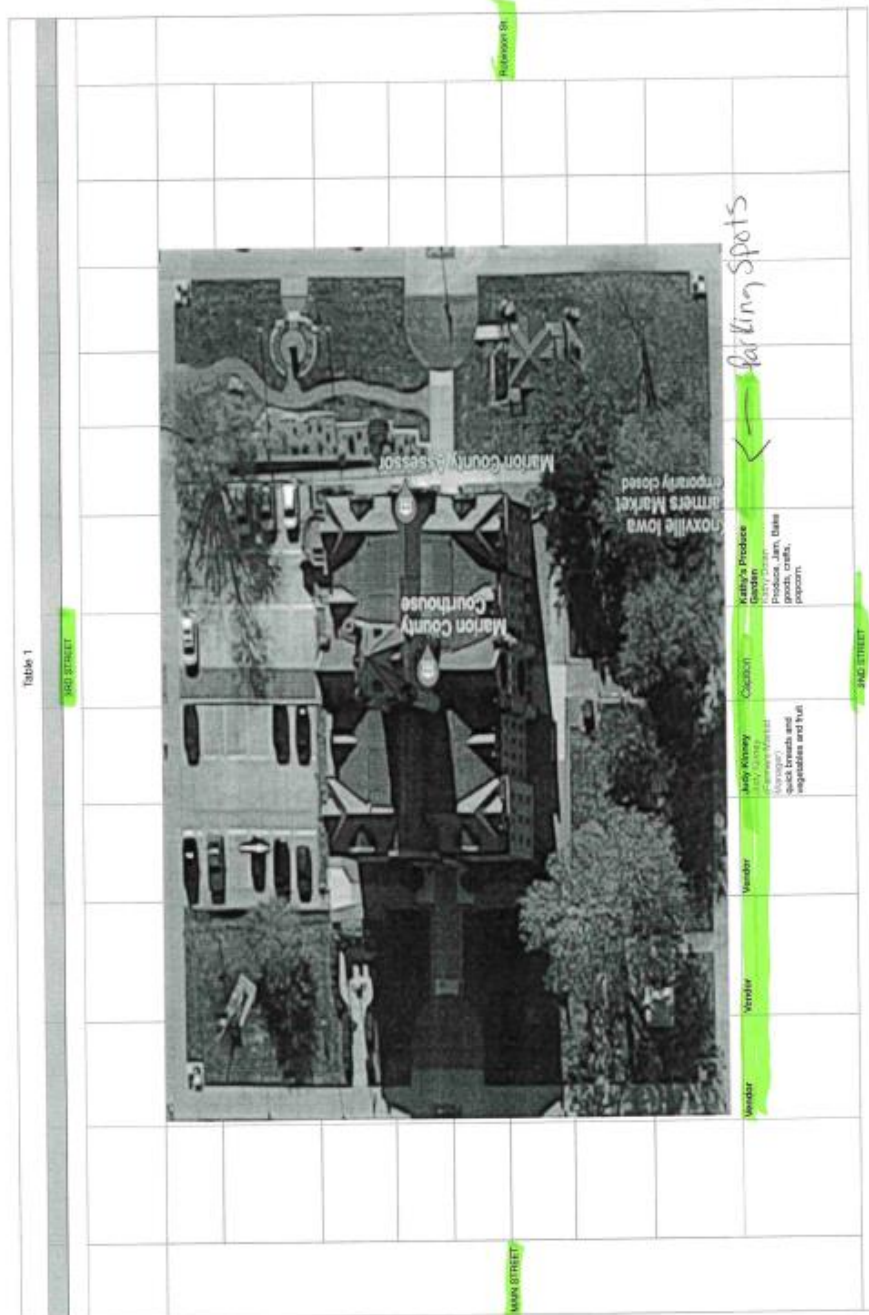
I HAVE READ THIS INDEMNITY AGREEMENT, I UNDERSTAND THE EFFECT OF THIS INDEMNITY AGREEMENT, I AM AUTHORIZED TO SIGN THIS INDEMNITY AGREEMENT, AND I AM SIGNING THIS INDEMNITY AGREEMENT VOLUNTARILY.

Dated this 6th day of February, 2024.

Organization: Knoxville Farmers Market

By: Denay Marsh

Title: Market Manager



SPECIAL EVENT PERMIT APPLICATION FORM

Saturdays

1. SPONSOR Knoxville Farmers Market - Manager Denay Marsh
ADDRESS 601 S. 3rd St. Knoxville
PHONE 641-871-1009
2. EVENT TYPE: (description) Knoxville Farmers Market

3. EVENT CONTACT PERSON(S) Denay Marsh PHONE 641-871-1009
ADDRESS 601 S. 3rd St. E-MAIL Knoxvillefarmersmarket@gmail.com

4. ON-SITE CONTACT PERSON(S) Denay Marsh PHONE 641-871-1009

5. EVENT LOCATION Parking Around Courthouse

6. EVENT DATE 5.18.24 to 9.24.24 EVENT START TIME 8:00 AM EVENT END TIME Noon All Saturdays

7. SET UP TIME 30 min TAKE DOWN TIME 30 min

8. RAIN DATE/TIME NA

9. RESTROOMS: NUMBER OF TOILETS BEING PROVIDED _____

LOCATION(S) OF TOILETS - Coffee Connection + Lucky
Buffet Allow us to send customers or vendors there.
USE OF COURTHOUSE RESTROOMS REQUESTED? No

10. UTILITIES TO BE USED (LIST EQUIPMENT TYPES)(attach additional pages if necessary)

Musicians Plug into Electric

- 10a. ELECTRICAL SOURCE The lightpole electric by picnic table or the Bandstand Area

- 10b. WATER SOURCE NA

11. SECURITY City Police + Fire Department
are notified

12. SITE PLAN ATTACHED. ☒ YES ☐ NO

13. INDEMNITY AGREEMENT SIGNED AND ATTACHED. ☒ YES ☐ NO

14. INSURANCE CERTIFICATE ATTACHED. ☐ YES ☐ NO

15. DAMAGE DEPOSIT INCLUDED (AMOUNT \$ _____) ☐ YES ☐ NO

McKay group sends proof in April/May

I have read this Special Event Agreement and Application packet and have accurately and truthfully completed the Application. I agree that I will obtain any other permits necessary and will follow the guidelines and requirements set forth in the packet.

Denay Z Marsh
Signature

2.7.24
Date

INDEMNITY AGREEMENT

In consideration for the granting of permission by the County of Marion, Iowa to the undersigned for the use of the following described property:

The Sidewalks and Parking Around the Courthouse -
All sides as needed.

For the following purpose only:

Knoxville, Iowa Farmers Market

On the following date(s):

All Saturdays from May 18 to September 26, 2024 from
7:30 AM to 12:30 PM

The undersigned agrees to defend, indemnify and hold harmless the County of Marion, its agents, officers and employees, from and against any and all claims for injury or damages to persons or property arising out of or caused by the use of such property.

The undersigned further agrees upon receipt of notice from the County of Marion to defend at its own expense the County of Marion, its agents, officers and employees from any action or proceeding against the County of Marion, its agents, officers or employees arising out of or caused by the use of such property. The undersigned agrees that a judgment obtained in any such action or proceeding shall be conclusive in any action by the County, its agents, officers or employees against the undersigned, when so notified as to the undersigned's cause of the injury or damage, as to the liability of the County, its agents, officers and employees to the plaintiff in the first named action, and as to the amount of the damage or injury. The County of Marion, its agents, officers and employees may maintain an action against the undersigned to recover the amount of the judgment together with all the expenses incurred by the County, its agents, officers and employees in the action.

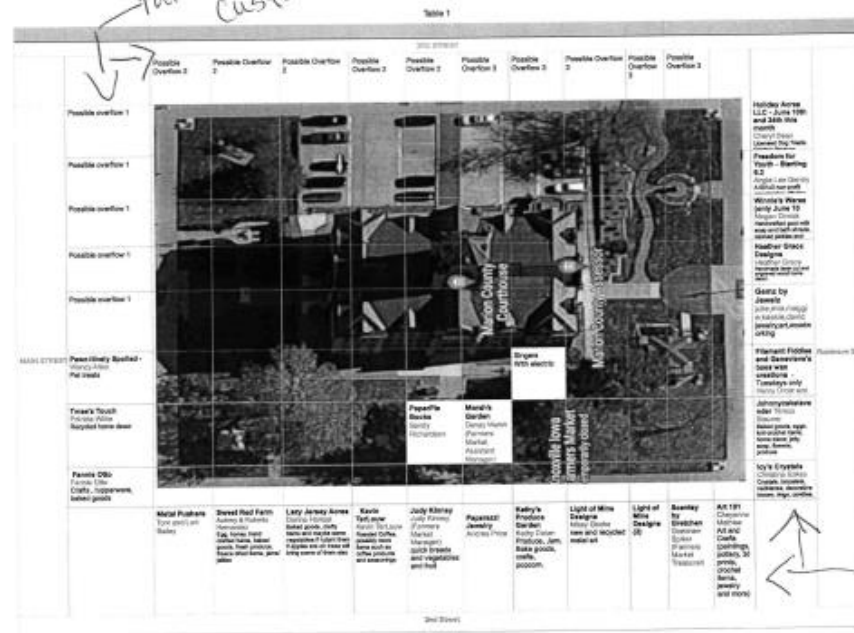
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Dated this 6th day of February, 2024.

Organization: Knoxville, IA Farmers Market

By: Denay Marsh

Title: Market Manager



7. Discussion/action:

Von Bokern Associates – Bargaining Unit Services



8. Board of Supervisor Updates



VII. BOARD OF SUPERVISOR ADJOURNMENT

