Marshall County Board of Supervisors
Regular Session February 14, 2012, at 9:00 a.m.

AGENDA

The Board is meeting in regular session on Tuesday, February 14, 2012, at 9:00 a.m. in Council Chambers, 10 West State Street (Parks and Rec. Entrance), 2nd Floor, with ___ members present.

Notice to the public**--**The Board of Supervisors welcomes comments from the public during the time allowed for discussion. You are requested to approach the microphone, state your name for the record and limit the time used to present your remarks in order that others may be given the opportunity to speak. The normal process on any agenda item is for the Chairperson to read the item from the agenda. The Board is given an opportunity to comment on the issue and/or place a motion on the floor. An opportunity for discussion may be presented at which time the public may participate and a roll call vote will follow.

1. Approval or Amendment of Agenda—

Motion by _____________, second by ______________ to ______________ the agenda as printed.

Roll call vote:	Denny Grabenbauer-	Deane Adams-	Dave Thompson-
	Chairman	Vice Chairman	Member

2. Lease-Purchase of Vehicles for Conservation and Sheriff's Departments--Public Hearing

At the public hearing, any resident may present objections to or arguments in favor of the lease-purchase of four vehicles for the Marshall County Sheriff's Department and one vehicle for the Conservation Department.

There were _____ written comments, questions, or objections on file in the County Auditor's Office. Of the _____ individuals attending the public hearing, _____ individual(s) presented oral comments, questions or objections.

Motion by _____________, second by _____________, to ____________ the public hearing.

Roll call vote:	Denny Grabenbauer-	Deane Adams-	Dave Thompson-
	Chairman	Vice Chairman	Member

3. Resolution #2012-0008-Lease-Purchase Agreement and Certification of Debt—

Whereas, it is the recommendation of the Marshall County Sheriff that four vehicles are in need of replacement to allow for proper response to county emergencies and routine patrol, and

Whereas, it is the recommendation of the Marshall County Conservation Board Director that the 2001 GMC Sonoma is in need of replacement, and

Whereas the Marshall County Board of Supervisors desires to enter into lease-purchase agreements for the vehicles, and

Whereas, pursuant to Iowa Code Section 331.402 and in lieu of calling an election, a notice of a public hearing regarding the lease-purchase of vehicles was published on February 9, 2012 in the Marshalltown Times Republican and the Mid-Iowa Enterprise, and

Whereas this notice referred to the right to petition for an election on the proposal to contract indebtedness and enter into a lease-purchase agreement for the general county purpose of acquiring vehicles for the conservation department and the sheriff's department, and

Whereas, a public hearing was held on February 14, 2012 regarding the purchasing of four law enforcement rated vehicles in FY13 for the Sheriff's Department and one compact pickup for the conservation department in an amount not to exceed $130,000.

Now, Therefore Be It Resolved by the Board of Supervisors of Marshall County, Iowa, that Marshall County authorizes and approves entering a lease-purchase agreement in an amount not to exceed $130,000 and for the levy of taxes into the debt service fund to pay the same, contingent upon the approval of the lease-purchase agreement at a later date.

A certified copy of this resolution shall be filed with the County Auditor, and the Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the County and set aside therein to be used solely and only for the payment of the principal of and interest on the lease-purchase agreement hereby authorized and for no other purpose whatsoever. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current available funds of the County in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced. The County hereby pledges the faith, credit, revenues and resources and all of the real and personal property of the County for the full and prompt payment of the principal of and interest on the lease-purchase agreement.

Passed and approved February 14, 2012.

Motion by ___________, second by ___________ to ___________ this Resolution.

Roll call vote:	Denny Grabenbauer-	Deane Adams-	Dave Thompson-
	Chairman	Vice Chairman	Member

______________________________ Attest:	______________________________
Denny Grabenbauer Board of Supervisors, Chairman	Dawn Williams Marshall County Auditor and Recorder

Consent Agenda:

4. **Approve Minutes--**from Regular Session of January 31, 2012.
5. **Accept Sheriff's Quarterly Report-12-11**

General Basic – Service Fees	$17,540.37
General Basic – Interest on Checking	$ 10.63
General Basic – Mileage Fees	$ 3,071.10

6. **Accept Request for Proposal (RFP) from RACOM for Sheriff's Office Radios**
7. **Accept 2011 Year-End Marshall County Development Report**
8. **File District Court Report-1-12-**General Supplemental Surcharge-$802.05
9. **Approve Mobile Band Shell Rental-** A mobile band shell rental agreement has been received from the Iowa Barbeque Society, Inc. requesting to use the Mobile Band Shell Friday - Saturday, June 22nd-23rd in Riverview Park for the Iowa State Barbeque Championships.
10. **Approve Claims—**as audited and authorize the County Auditor and Recorder to issue payment of same. The listing of claims paid at this meeting will be included with all claims paid for the month of February; the February list of claims will be a part of the first meeting in March.

Motion by __________, second by ___________, to ___________ the consent agenda as printed above**.**

Roll call vote:	Denny Grabenbauer-	Deane Adams-	Dave Thompson-
	Chairman	Vice Chairman	Member

11. Resolution #2012-0009

Resolution Approving the Central Iowa Recovery 28E Agreement- Discussion and possible action on the resolution approving the 28E agreement attached to create Central Iowa Recovery (CIR) between Counties likely to be Hardin, Hamilton, Franklin, Boone, Madison and Greene. The first project under CIR will be for Intensive Psychiatric Rehabilitation (IPR) services. CIR shall be considered a public body corporate and politic and separate legal entity.

Central Iowa Recovery (CIR)
28E Agreement

THIS AGREEMENT (the “Agreement”), entered into this 14th day of February, 2012, is by and between the undersigned counties (the “Participant Counties”).

The statements and intentions of the parties to this Agreement are as follows:

- Participant Counties are governmental entities, governed by the Board of Supervisors and are public agencies within the meaning of Iowa Code Chapter 28E (2011).

- Participant Counties, each having formally adopted this Agreement by resolution of its Board of Supervisors, do hereby join together to form and create the separate legal entity, to be knows as Central Iowa Recovery (CIR). CIR shall be considered a public body corporate and politic and separate legal entity. CIR shall have the power, privileges and authority as set forth below.

IN CONSIDERATION of the premises and promises contained herein, it is mutually agreed by and between Participant Counties as follows:

SECTION 1
Purpose of the Agreement

The purpose of this Agreement is to establish an entity to provide rehabilitative and support services for persons with mental illness in the Participant Counties. The primary desired outcome will be adequate supports in the community that lessen the need for psychiatric inpatient hospitalizations and institutional care. The initial phase of the program will incorporate Intensive Psychiatric Rehabilitation (IPR), Community Support Services (CSS), and Peer Support services. CIR will develop a continuum of enhanced community supports in future phases, which may include crisis stabilization, transitional programs, or other components, as feasible and funding allows.

SECTION 2
Governance Board, Selection, and Composition

Section 2.1 Governance. CIR shall be under the direction and control of a Board of Directors (“Board”). The Board shall include a Supervisor, or their designee, of each participating county. Each county shall have one vote. Terms shall be by calendar year with the initial Board terms commencing January 1, 2012, or as soon as possible thereafter, for a three year period. Terms shall be three (3) years. Any vacancy created on the Board shall be filled by the Participant County for which the vacancy exists.

Section 2.2 Officers. The Board shall annually at the first meeting of the calendar year elect a Chair, Vice-Chair, Secretary, and Treasurer. Terms of office shall be one (1) year.

Section 2.3 Compensation. The Board shall serve without compensation, except for reasonable expenses as determined by the Board.

SECTION 3
Powers and Duties of the Board of Directors

Section 3.1 Adoption of Rules. The Board shall adopt reasonable rules for the conduct of its meetings, including times for regular meetings, provisions for calling special meetings, notification of meetings, by-laws and all other matters necessary for the orderly and efficient conduct of its business. A majority of directors shall constitute a quorum at any meeting for the transaction of business. A majority of directors shall be necessary for the Board to take action. Robert's Rules of Order shall govern parliamentary practice on matters not specifically covered in the rules adopted by the Board.

Section 3.2 Contracting for Services. The Board may contract with any public or private agency or individual to provide all necessary services for Participant Counties.

Section 3.3 Purchases. The Board may purchase all equipment, vehicles, supplies, and other items of tangible personal property reasonably necessary to fulfill the purposes of this Agreement. In addition, the Board may rent, lease or contract with any public or private entity for the use of tangible personal property, real estate, or other services reasonably necessary to fulfill the purposes of this Agreement.

Section 3.4 Professional Services. The Board may retain legal counsel, accountants and other professional individuals needed to fulfill the purposes of this Agreement.

Section 3.5 Administrative Duties. The Board shall ensure the provision of administrative and fiscal supports and services.

Section 3.6 Budget Preparation and Adoption. Initially, and annually thereafter, the Board shall prepare and adopt an annual budget for the operations of CIR. The budget shall be based on a fiscal year. The Board may amend the budget during the fiscal year upon Board action. The accounts of CIR shall be audited and verified by a certified public accountant within one hundred fifty (150) days of each fiscal year and a copy thereof provided to each Participant County.

Section 3.7 Additional Powers. The Board shall have the authority to accept, receive, and expend funds to fulfill the purposes of this Agreement. Further, the Board shall exercise any other powers or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

SECTION 4
Participant County Costs

Section 4.1 Payment for Services. Participant Counties shall pay an initial membership fee of $25,000 intended to cover the costs of the start-up phase of implementing this Agreement. Payment of the membership fee shall be paid by each Participant County by February 29, 2012. Membership fees for any additional counties after the initial start-up will be determined by the Board. Ongoing operational expenses and financial profit/loss shall be determined by the Board and shall be shared equally.

SECTION 5
Disposition of Assets

Section 5.1 Cash, Cash Equivalents, and Property. In the event this Agreement is terminated and CIR is abolished, cash, cash equivalents, and property shall be apportioned among the Participant Counties equally after payment of all just debts, obligations and liabilities of CIR.

SECTION 6
Term and Termination

Section 6.1 Term. The initial term of this Agreement shall commence on the date first above written. The Agreement shall be perpetual unless terminated as provided herein.

Section 6.2 Enrollment. Additional counties may choose to participate in this Agreement by paying the membership fee pursuant to rules and guidelines adopted by the Board.

Section 6.3 Termination of Agreement Without Cause. Any party may terminate this Agreement without cause upon written sixty (60) day notice. Written notice of termination must be rendered to the Chair of the Board. Termination by individual Participant Counties will not affect the other Participant Counties' rights and obligations under this Agreement.

SECTION 7
Other Terms and Conditions

Section 7.1 Amendment. This Agreement may be amended by resolution of the Board by first adopting each amendment and then submitting it to the individual Participant Counties. A separate explanation of the reasons for the amendment shall be included. Each Participant County desiring to vote upon the amendment shall do so by resolution and return to the Chair of the Board a certified copy of the resolution stating the Participant County's vote within thirty (30) days of the date the Participant County received a copy of the proposed amendment. Passage of any amendment requires an affirmative vote of a majority of participating counties. Amendments shall be filed and recorded as required by Iowa Code section 28E.8 (2011).

Section 7.2 Entire Agreement. This Agreement and attachments attached hereto constitute the entire Agreement between Participant Counties relating to its subject matter.

Section 7.3 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 7.4 Waiver. The waiver by either 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.

This Agreement has been executed by the parties hereto, through their duly authorized officials.

Marshall County

By: Marshall County Board of Supervisors

Print Name: Denny Grabenbauer

Print Title: Board of Supervisor Chairman

Date: February 14, 2012

WHEREAS, Participant Counties desire to cooperate, one with another, for the purpose of establishing enhanced rehabilitative services for persons with mental illness in central Iowa; and

WHEREAS, each County is a public agency within the meaning of Iowa Code Chapter 28E (2001):

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF MARSHALL COUNTY that this County does hereby enter into the Central Iowa Recovery 28E Agreement with other Counties to form a separate legal entity know as Central Iowa Recovery, to provide a continuum of community based supports for persons with mental illnesses designed to lessen the need for inpatient hospitalizations and institutional care. The Chairperson of the Board of Supervisors is hereby empowered and directed to execute the Central Iowa Recovery 28E Agreement on behalf of this County.

Dated this 14th day of February 2012.

Motion by__________, second by _____________to ______________ Resolution #2012-0009, the Central Iowa Recovery 28E agreement.

Roll call vote:	Denny Grabenbauer-	Deane Adams-	Dave Thompson-
	Chairman	Vice Chairman	Member

______________________________ Attest: ______________________________

Denny Grabenbauer
Board of Supervisors, Chairman

Dawn Williams
Marshall County
Auditor and Recorder

12. Class C Beer Permit (BC) with Sunday Sales Privilege, Class E Liquor License— application for renewal license (one year) for a Class "C" Beer Permit with Sunday Sales Privilege and Class E Liquor license from Randhawa's Travel Center, 1659-D Marshalltown Blvd., Melbourne, Iowa. The current licenses expire March 15, 2012 and March 7, 2012 respectively.

Motion by__________, second by __________to ________________ the renewal of Randhawa's Travel Center beer permit and liquor license.

Roll call vote:	Denny Grabenbauer-	Deane Adams-	Dave Thompson-
	Chairman	Vice Chairman	Member

13. Pickering Heartland Co-op—Discussion and possible action on an application submitted for Marshall County tax abatement under the Pickering Heartland Co-op Revitalization Plan for (2)600,000 bushel concrete storage silos and an addition to the Fertilizer Office. Cost of improvements $4,105,226.00 completed in March 2011.

Motion by___________, second by__________to____________ an application submitted for Marshall County tax abatement under the Pickering Heartland Co-op Revitalization Plan for (2)600,000 bushel concrete storage silos and an addition to the Fertilizer Office. Cost of improvements $4,105,226.00 completed in March 2011.

Roll call vote:	Denny Grabenbauer-	Deane Adams-	Dave Thompson-
	Chairman	Vice Chairman	Member

14. Secondary Road Dept.—Discussion and possible action on the approval of a detour agreement with the Iowa Department of Transportation for the closure of IA 146 and using E-63 as a detour from IA146 to IA 14 for a box culvert construction project.

Motion by__________, second by___________to_____________the agreement with the IDOT for the closure of IA 146 and using E-63 as a detour from IA 146 to IA 14 for a box culvert construction project.

Roll call vote:	Denny Grabenbauer-	Deane Adams-	Dave Thompson-
	Chairman	Vice Chairman	Member

15. Public Forum--is a time set aside for the public to make comments on topics of County business other than those listed on this agenda. No action will be taken on any of these topics brought up in the public forum.

16. Adjournment--The next regular meeting is February 28, 2012, at 9:00 a.m. All business to be acted upon at that session should be submitted to the County Auditor and Recorder's Office or the Board of Supervisors' Office by Thursday, February 23, 2012, at 1:00 p.m. There being no further business to come before the Board, the meeting is adjourned at ____ a.m.

______________________________ Attest: ______________________________

Denny Grabenbauer
Board of Supervisors, Chairman

Dawn Williams
Marshall County
Auditor and Recorder