Marshall County Board of Supervisors
Regular Session March 11, 2014, at 9:00 a.m.

MINUTES

The Board met in regular session on Tuesday, March 11, 2014, at 9:00 a.m. in the Marshall County Courthouse, 3rd Floor, NE corner, meeting room #2, with 3 members present.

Pledge of Allegiance

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 Grabenbauer, second by Adams, to approve the agenda as printed.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Adams-Aye
	Member	Chairman	Vice Chair

2. Years of Service Recognition-Sheila Armstrong (Engineer's Office) - 20 yrs. (January 2014), William Parker (Sheriff's Office) – 15 yrs.

3. Mead Family Farms, LLC, (Non Matrix) Construction Permit Application for Expansion of an Existing Confinement Feeding Operation

At the public hearing, any resident may present objections to or arguments in favor of the application for expansion of an existing permitted animal confinement feeding operation for Mead Family Farms, LLC.

There were no written comments, questions, or objections on file in the County Auditor's Office on the application for expansion of an existing animal feeding operation for Mead Family Farms, LLC.

Of the 13 individual(s) attending the public hearing, no individuals presented oral comments, questions or objections.

Motion by Adams, second by Grabenbauer to close the hearing.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Adams-Aye
	Member	Chairman	Vice Chair

Resolution #2014-0022

4. Mead Family Farms, LLC Application for Animal Confinement Feeding Operation Expansion (Non-Matrix)--

The application for expansion of existing animal confinement feeding operation from Mead Family Farms, LLC was published in the Marshalltown Times-Republican, Marshalltown, Iowa, and the Mid Iowa Enterprise, State Center, Iowa on February 27, 2014; and there were no written comments, questions, or objections on file in the Auditor's Office and 14 individual(s) attended the public hearing. There was no comment, question, or objection at the hearing.

Now, Therefore, Be It Resolved by the Marshall County Board of Supervisors to recommend approval by the Department of Natural Resources of the application for the expansion of the existing animal confinement feeding operation from Mead Family Farms, LLC.

Dated at Marshalltown, Iowa this 11th day of March, 2014.

Motion by Grabenbauer, second by Adams, to adopt Resolution #2014-0022, Mead Family Farms, LLC Application for Animal Confinement Feeding Operation Expansion(Non-Matrix).

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Adams-Aye
	Member	Chairman	Vice Chair

_____________________________ Attest: _____________________________

Dave Thompson
Board of Supervisors, Chairman

Dawn Williams
Marshall County
Auditor and Recorder

Consent Agenda:

5. **Approve Minutes--**from Regular Session of February 25, 2014.
6. **Manure Management Plan Annual Update-** J.T. Farms West Site, id no. 63207, annual update report received and placed on file with no changes made to the MMP.
7. **File Clerk of District Court Report-2-14**
   General Supplemental Fund 10% Surcharge - $999.58.
8. **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 March; the March list of claims will be a part of the first meeting in April.

Motion by Adams, second by Grabenbauer, to approve the consent agenda as printed above**.**

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Adams-Aye
	Member	Chairman	Vice Chair

9. Reversionary Interest of Marshall County, IA - Discussion and possible action to approve and authorize the Chairman and Auditor to sign a Quit Claim Deed releasing reversionary interest on Parcel C/2 in Fair Park Addition to Marshall and accept a reversionary interest on Parcel B/1 in Fair Park Addition to Marshall, all of which are located in Marshall County, Iowa in the land transfer between Central Iowa Fair, an Iowa non-profit corporation and Casey's Marketing Co., an Iowa Corporation.

Motion by Grabenbauer, second by Adams, to accept the Quit Claim Deed and authorize the Chairman of the Board of Supervisors and the Marshall County Auditor to sign it on behalf of Marshall County.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Adams-Aye
	Member	Chairman	Vice Chair

10. Central Iowa Community Services Mental Health and Disability Services Management Plan Policies and Procedures-Discussion and possible action of the attached Central Iowa Community Services Mental Health and Disability Services Management Plan Policies and Procedures. This will replace the Marshall County plan as of 7/1/2014 is on file in the Board of Supervisor's office.

Motion by Adams, second by Grabenbauer, to approve the Central Iowa Community Services Mental Health and Disability Services Management Plan Policies and Procedures.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Adams-Aye
	Member	Chairman	Vice Chair

11. Contract Renewal with Cost Advisory Services, Inc. - Discussion and possible action to renew a 3 year contract between Marshall County, IA and Cost Advisory Services, Inc. The renewal contract provides an annual cost allocation plan based on actual costs incurred for fiscal years 2014, 2015, and 2016, which document the costs expended by the County to support and administer general fund and non-general fund programs.

Motion by Grabenbauer, second by Adams, to approve this Contract for $6,100 between Marshall County, IA and Cost Advisory Services, Inc. effective fiscal years 2014-2016.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Adams-Aye
	Member	Chairman	Vice Chair

12. Revision of Mobile Band Shell Agreement-Discussion and possible action on changes to the existing fee schedule of the Mobile Band Shell agreement listed below.

Previous Fee Schedule with Omissions

Rental Fees Include	~~**At Courthouse**~~	~~**Offsite (not on CH grounds)**~~	
Basic Staging Unit **ONLY** with Standard Stage (~~24' x 13.5' total stage dimension)—~~ Includes mobilization, set up, tear down of basic stage and attendance by co. attendant. Skirting by request.	~~$300.00~~	~~$350.00~~	$
Basic Staging Unit **plus** additional staging (~~40' x 20')—~~Includes mobilization, set up, and tear down of both stages and attendance by co. attendant. Skirting by request.	~~$450.00~~	~~$600.00~~	$
~~Additional $100.00/hr. fee will be added if Band shell is moved on Sat. or Sun.~~			~~$~~
		TOTAL CHARGES	$

Proposed New Fee Schedule

Rental Fees Include (Any Location in Marshall County)		**Total Charges**
Basic Staging Unit **ONLY** with Standard Stage (32'x14' total stage area)—Includes mobilization, set up, tear down of basic stage and attendance by co. attendant. Skirting by request.	$450.00	$
Basic Staging Unit **PLUS** additional staging (32'x 22' total stage area)—Includes mobilization, set up, and tear down of both stages and attendance by co. attendant. Skirting by request.	$650.00	$

Motion by Grabenbauer, second by Adams to adopt changes made to the above table to include the new fee schedule and revised stage dimensions.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Adams-Aye
	Member	Chairman	Vice Chair

13. Resolution #2014-0023

RESOLUTION #2014-0023 AUTHORIZING THE ISSUANCE OF $1,225,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2014, AND LEVYING A TAX FOR THE PAYMENT THEREOF

WHEREAS, Marshall County, State of Iowa ("Issuer"), is a political subdivision, organized and existing under the Constitution and laws of the State of Iowa, and is not affected by any special legislation; and

WHEREAS, the Issuer is in need of funds to pay costs of:

a) constructing, remodeling, equipping and furnishing improvements to the County Courthouse;

b) constructing, remodeling, equipping and furnishing improvements to the County Jail;

c) any other purpose which is necessary for the operation of the county or the health and welfare of its citizens, including acquisition and equipping of vehicles for the Sheriff and Conservation Departments; and

d) acquisition of maintenance equipment for the Secondary Road Department

(the "Project"), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, Series 2014, in the amount of $1,225,000 be issued; and

WHEREAS, the Board of Supervisors has taken such acts as are necessary to authorize issuance of the Notes; and

WHEREAS, the Board of Supervisors has taken additional action to authorize issuance of the Notes.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF SUPERVISORS OF MARSHALL COUNTY, STATE OF IOWA:

Section 1. Authorization of the Issuance. General Obligation Capital Loan Notes, Series 2014, in the amount of $1,225,000 shall be issued pursuant to the provisions of Iowa Code Sections 331.402, 331.441, 331.442, and 331.443 for the purposes covered by the hearing.

Section 2. Levy of Annual Tax. For the purpose of providing funds to pay the principal and interest as required under Chapter 76.2, there is levied for each future year the following direct annual tax upon all the taxable property in Marshall County, State of Iowa, to wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
$165,898	2014/2015
$364,285	2015/2016
$361,978	2016/2017
$363,960	2017/2018

Principal and interest coming due at any time when the proceeds of the tax on hand are insufficient to pay the amount due shall be promptly paid when due from current funds available for that purpose and reimbursement must be made.

Section 3. Amendment of Levy of Annual Tax. Based upon the terms of the future sale of the Notes to be issued, this Board will file an amendment to this Resolution ("Amended Resolution") with the County Auditor.

Section 4. Filing. A certified copy of this Resolution shall be filed with the County Auditor of County of Marshall, State of Iowa, who shall, pursuant to Iowa Code Section 76.2, levy, assess and collect the tax in the same manner as other taxes and, when collected, these taxes shall be used only for the purpose of paying principal and interest on the Notes.

PASSED AND APPROVED this 11th day of March, 2014.

Motion by Adams, second by Grabenbauer, to adopt Resolution #2014-0023, Resolution Authorizing the Issuance of $1,225,000 General Obligation Capital Loan Notes**,** Series 2014, and Levying a Tax for the Payment Thereof.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Adams-Aye
	Member	Chairman	Vice Chair

____________________________ Attest: ____________________________

Dave Thompson
Board of Supervisors, Chairman

Dawn Williams
Marshall County
Auditor and Recorder

14. Request the Use of Courthouse Grounds- MCBD 2014 Farmer's Market on Main and Vendor Placement-Discussion and possible action on a request from the Marshalltown Central Business District for use of the Courthouse grounds for the 2014 Farmer's Market on Main and vendor placement.

Motion by Grabenbauer, second by Adams, to approve the use of the Courthouse grounds for 2014 Farmer's Market on Main and the request to locate vendors on the sidewalks.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Adams-Aye
	Member	Chairman	Vice Chair

15. Set the Date and Time for Jail Control Panel Replacement Letting- Set Tuesday, March 25, 2014 at 9:00 a.m., Marshall County Courthouse, 3rd Floor, meeting room #2, as the date and time for the letting for the Jail Control Panel Replacement Project. Sealed bids are due no later than Tuesday, March 25 at 9:00 a.m. in the Auditor's office, Courthouse, 2nd Floor. The Board of Supervisors will open and act on sealed bids on Tuesday, March 25, 2014 at 9:00 a.m. at their regularly scheduled meeting.

Motion by Grabenbauer, second by Adams, to set Tuesday, March 25, 2014 at 9:00 a.m. for the Jail Control Panel Replacement Letting located in the Marshall County Courthouse, 3rd Floor, Meeting Room #2.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Adams-Aye
	Member	Chairman	Vice Chair

16. Information Technology-Discussion and possible action to approve a services agreement by and between DevNet Inc. and Marshall County, IA to update Property Tax Management software.

Motion by Grabenbauer, second by Adams, to approve the services agreement by and between DevNet Inc. and Marshall County, IA to update Property Tax Management software. This agreement is effective March 1, 2014.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Adams-Aye
	Member	Chairman	Vice Chair

17. Discussion Item- A.L.I.C.E. training for Courthouse Employees- Ben Veren, Deputy Sheriff, Traffic Safety Officer, discussed information regarding A.L.I.C.E. training for Courthouse employees.

18. Public Forum—Paul Geilenfeldt, Engineer, talked to about road conditions this time of year-asked people to please use caution and patience. He will let media know on road closures. Deane Adams, Vice Chairman, announced being at legislature tomorrow.

19. Adjournment--The next regular session is March 25, 2014, 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**, March 20, 2014, at 1:00 p.m. There being no further business to come before the Board, the meeting was adjourned at 10:10 a.m.

___________________________ Attest: ___________________________

Dave Thompson
Board of Supervisors, Chairman

Dawn Williams
Marshall County
Auditor and Recorder

AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES TO
MARSHALL COUNTY, IOWA

This Agreement entered into this ______day of ________________, 2014, and effective immediately by and between **Cost Advisory Services, Inc.** (hereinafter called the "**Consultant**") and **Marshall County, Iowa** (hereinafter called the "**County**") witnesseth that:

Whereas the County performs programs that it operates with outside funding, and

Whereas the County supports these programs with central services that are paid from the County's general funds, and

Whereas federal and other outside users of county central services will typically pay a fair share of these costs if supported by an appropriate cost allocation plan, and

Whereas the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing, negotiating, and implementing such governmental cost allocation plans, and

Whereas the County desires to engage the Consultant to assist in developing cost allocation plans that conform to federal and state requirements and will be approved by their representatives.

Now Therefore, the County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

1. Scope of Services. The Consultant shall do, perform, and carry out in a good and professional manner the following services:

   A. Develop annual central service cost allocation plans based on actual costs incurred for fiscal years 2014, 2015, and 2016 that appropriately document the various costs expended by the County to support and administer general fund and non-general fund programs. Each year's plan will contain a determination of the allowable costs of providing each supporting service in accordance with the provisions of federal OMB Circular A-87. The types of services to be included in each plan shall include items such as accounting, payroll, purchasing, IT, human resources, and legal services; building occupancy costs; and other central service and centrally budgeted items such as insurance costs, dues and memberships, annual audit fees, etc. The consultant will analyze all required data, perform all cost allocation calculations, and complete each cost allocation plan in the required form to be submitted for federal and/or state approval. County staff involvement will be limited to locating and providing

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access to accounting, payroll, and other financial records; answering brief questions to enable the Consultant to appropriately interpret County records; and participating in brief interviews of selected personnel to enable the Consultant to determine the appropriate methods of allocating costs across all benefited County programs.

B. Provide copies of each year's completed cost allocation plan to the County Board of Supervisors (1 bound copy) and the County Auditor (1 bound and 1 clipped copy). The clipped copy of each plan may be used by the County to make additional copies of the plan for other County personnel that may have an interest in the plan.

C. File each completed cost allocation plan with the central office of the Iowa Department of Human Services (DHS) and negotiate the completed cost allocation plans, as necessary, with the appropriate federal and state representatives.

D. Provide guidance to local representatives of DHS in making quarterly Local Administrative Expense (LAE) claims for eligible indirect costs incurred by the County.

E. Monitor the status of LAE claims to ensure that the County receives all recoveries due it.

F. If necessary, and as requested by an in-house Targeted Case Management program at the County, compute an indirect cost rate that will provide the basis for the County to recover its eligible indirect costs that are expended in support of this program.

2. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the Agreement.

3. Term of Contract. It is expressly understood and agreed that the effective date of this Agreement shall be the date first written above and shall continue in full force and effect for a period of three years. It is further understood and agreed that the results of the completed cost allocation plan for any given fiscal year shall be implemented for DHS indirect cost recovery purposes in the second succeeding fiscal year. For example, the results of the FY 2014 cost allocation plan shall be used to determine the amounts of eligible indirect cost recoveries for FY 2016.

4. Compensation. The County agrees to pay the Consultant an amount not to exceed Six Thousand One Hundred Dollars ($6100) for each annual cost allocation plan. Such amount shall include reimbursement for all expenses to be incurred by the Consultant.

5. Method of Payment. The County shall pay the amount stated in paragraph 4 above upon delivery of each year's completed cost allocation plan, and other schedules if so required, to the Board of Supervisors.

6. Warranty of Benefit to County. The Consultant warrants to the County that its annual fee for preparation of each cost allocation plan shall not exceed 50 percent of the actual reimbursements that are to be obtained for the County as a direct result of preparing the cost allocation plan. In the event that an annual payment to the Consultant would exceed 50 percent of the related indirect cost reimbursements to the County, then the difference will be promptly refunded to the County. It is also expressly understood and agreed that should the County recover more than double the Consultant's fees in any year, then the excess recoveries will belong solely to the County and no additional fee is due the Consultant.

7. Changes. The County may, from time to time, require changes in the scope of services to be performed by the Consultant under this Agreement. Such changes that are mutually agreed upon by the County and Consultant shall be incorporated in written amendment to this agreement.

8. Services and Materials to be Furnished by County. The Consultant shall provide guidance to the County in determining the data that is required to complete each cost allocation plan. The County agrees to respond to all reasonable requests for data in a timely manner and shall provide adequate liaison between the Consultant and other agencies of County government.

9. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner its material obligation under this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice via U.S. Post Office Certified Mail – Return Receipt Requested – to the Consultant of such termination and specifying the effective date thereof postmarked at least fifteen (15) days before the effective date of such termination. Provided however, prior to termination for default, the County will provide adequate written notice to the Consultant affording it the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Provided further the Consultant shall be compensated for services satisfactorily rendered and expenses incurred through the effective date of termination hereunder.

10. Special Termination. Either party may, at its option, cancel any year of the plan preparation by giving the other party notice by June 30 of the year on which the plan will be based. For example, the County may cancel the work to be done for FY 2014 by giving the Consultant notice on or before June 30, 2014. The County may terminate this agreement at any time without cause by giving the Consultant written notice via Certified Mail. Under this provision, the Consultant shall be entitled to full compensation as specified in paragraph 4 above for any cost allocation plan for which work has already begun.

11. Termination Due to Lack of Funds. The Consultant shall have the right to terminate this contract without penalty by giving fifteen (15) days written notice to the County if adequate funds are not available from Federal Agencies or other outside users to reimburse the County.

12. Information and Reports. The Consultant shall furnish the County, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the project.

13. Records and Inspection. The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings, and activities.

14. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy that the County may have under this contract may be waived in writing by the County by a formal waiver, if in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

15. Matters to be Disregarded. The titles of the several sections, sub-sections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

16. Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

17. County Not Obligated to Third Parties. The County and the Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

18. When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist on the part of the Consultant, and the making of any such payment by the County while any such breach or default exists shall in no wise impair or prejudice any right or remedy available to the County with respect to such breach or default.

19. Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

20. Consultant Liability if Audited. The Consultant will assume all financial and statistical information provided to the Consultant by the County's employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the County under the plan is the sole responsibility of the County. If any disallowance of funds is due substantially to errors committed by the Consultant, the Consultant's liability shall be limited to the amount of the total fee paid to the Consultant for the period of the disallowance. The Consultant shall provide assistance to the County in the event that an audit is undertaken of County indirect cost recoveries.

21. Applicable Law. Iowa law shall govern the terms and performance under this Agreement.

22. Indemnification. Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees, and expenses that arise out of the performance of this Agreement and which are due to that party's own negligence, tortious acts, and other unlawful conduct and the negligence, tortious acts, and other unlawful conduct of its respective agents, officers, and employees.

23. Delays. The Consultant shall not be liable for delays in performance that are caused in whole or in part by the County, third parties, or forces beyond its control. The period of performance shall be extended by the time period of any delays that are not the fault of the Consultant.

24. Assignment. The Consultant agrees not to assign, convey, or transfer its interest in this Agreement to any other entity without the prior written consent of the County which consent shall not be unreasonably withheld. Provided, however, the Consultant may assign, convey, or transfer its interest in this Agreement to an entity that succeeds to substantially all of the business of the Consultant by merger or otherwise.

25. Notices. Notices shall be effective upon receipt. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by either party hereto in the United States mail, postage paid, to the addresses stated below:

For the County:

Board of Supervisors
Marshall County Courthouse
1 E Main
Marshalltown, IA, 50158

For the Consultant:

Cost Advisory Services, Inc.
P.O. Box 755
Johnston, Iowa 50131

IN WITNESS WHEREOF, the County and the Consultant have executed this Agreement as of the date first written above.

MARSHALL COUNTY, IOWA:

By: ______________________
(County Official)

____
(Title)

Attest: ______________________

COST ADVISORY SERVICES, INC.:

By: ______________________
Jeff Lorenz, Vice-President

MCBD
2014 Events Calendar (tentative dates)

Farmer's Market on Main 5/29/2013 - 10/9/2014
Every Thursday 4:30-7:00pm

Veteran's Valentine Party 2/14/2014

Latino Festival 6/8/2014 noon-7pm

4th of July Celebration Marshall County

Art Walk 10/9/2014

Treasures Tour 10/18/2014

23rd Annual Holiday Stroll 11/22/2014

Annual Tiny Tim Tree Festival 11/22/2014

Adopt-A-Veteran Xmas Party 12/7/2014