

**Marshall County Board of Supervisors
Regular Session March 24, 2015, at 9:00 a.m.**

MINUTES

The Board met in regular session on Tuesday, March 24, 2015, at 9:00 a.m. in the Courthouse, meeting room #2, NE corner, 3rd floor with all 3 members present.

Pledge of Allegiance

1. Approval or Amendment of Agenda—

Motion by Thompson, second by Patten, to approve the agenda as printed.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Patten-Aye
	Chairman	Vice Chairman	Member

Consent Agenda:

- 2. Approve Minutes**--from Regular Session of March 10, 2015.
- 3. Accept Annual Manure Management Plan Update**-TriOak Foods Inc., Marco Pork LP, id no. 61016, annual update report received and placed on file with the following changes: updated soil tests, and P-Index.
- 4. Accept Annual Manure Management Plan Update**-McDonald Hog, LLC Bangor Finisher, id no. 59034, annual update report received and placed on file with no changes.
- 5. Accept Annual Manure Management Plan Update**-Wes & Steve Kix, West Venture Farms, Finisher Farm, id no. 63605, annual update report received and placed on file with the following changes: changed my crop rotation or optimum yields, manure analysis for determining application rates when applying manure.
- 6. Approve Mobile Band Shell Rental Agreement**- A mobile band shell rental agreement has been received from the Midnight Ballroom requesting to use the Mobile Band Shell Saturday, April 4, 2015 for entertainment held at the Central Iowa Fairgrounds.
- 7. 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 Patten, second by Thompson, to approve the consent agenda as printed.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Patten-Aye
	Chairman	Vice Chairman	Member

8. Approve Personnel Actions:

a.) Hire, **Katie Cope**, Conservation Board, seasonal temporary, at \$9.50/hr., effective May 11, 2015 through no later than August 29, 2015.

Motion by Thompson, second by Patten, to approve personnel hire.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Patten-Aye
	Chairman	Vice Chairman	Member

b.) Hire, **Nic Arends**, Conservation Board, seasonal temporary, at \$9.50/hr., effective May 11, 2015 through no later than August 29, 2015.

Motion by Patten, second by Thompson, to approve personnel hire.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Patten-Aye
	Chairman	Vice Chairman	Member

c.) Change of Status and Change of Rate of Pay, **Lisa Smith**, Change of Status from Auditor/Recorder Assistant (Auditor and Recorder's Office) to Administrative Assistant(Marshall County Engineer's Office), full-time, change rate of pay from \$15.54/hr. to probationary wage \$17.95/hr., effective April 1, 2015.

Motion by Thompson, second by Patten, to approve personnel hire.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Patten-Aye
	Chairman	Vice Chairman	Member

d.) Change of Rate of Pay, **Jill Tompkins**, full-time, change rate of pay from \$18.21/hr. to \$18.51/hr., effective March 24, 2015.

Motion by Patten, second by Thompson, to approve personnel hire.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Patten-Aye
	Chairman	Vice Chairman	Member

e.) Hire, **Brandon Lenehan**, Sheriff's Office, Sheriff Deputy, fulltime, \$44,212.49/yr., effective April 21, 2015.

Motion by Thompson, second by Patten, to approve personnel hire.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Patten-Aye
	Chairman	Vice Chairman	Member

f.) Hire, **Jessica Chizek**, Auditor and Recorder Assistant, Auditor and Recorder's Office, fulltime, at \$14.50/hr., effective on or after March 31, 2015.

Motion by Patten, second by Thompson, to approve personnel hire.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Patten-Aye
	Chairman	Vice Chairman	Member

g.) Hire, **Blaze Wurr**, Auditor and Recorder Assistant, Auditor and Recorder's Office, fulltime, at \$14.50/hr., effective on or after March 31, 2015.

Motion by Thompson, second by Patten, to approve personnel hire.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Patten-Aye
	Chairman	Vice Chairman	Member

9. Child Abuse Proclamation—

Child Abuse Prevention Month Proclamation

Resolution #2015-0017

Whereas, Iowa's Children are one of the most precious resources in our state and provide the hope for a brighter tomorrow in Iowa;

Whereas, 223 Marshall County children were confirmed to be victims of child abuse in 2013;

Whereas, the effects of child abuse are felt by entire communities and preventing this tragedy depends on involvement of people throughout the community;

Whereas, effective child abuse prevention succeeds because of partnerships created between parents, practitioners, school, faith communities, health care organizations, law enforcement agencies, and the business community;

Whereas, all citizens need to be more aware of child abuse and neglect and its prevention within the community, and be involved in supporting parents to raise their children in a safe, nurturing society;

Now, Therefore, We, The Marshall County Board of Supervisors, do hereby proclaim April as Child Abuse Prevention Month in Marshall County, Iowa and urge all citizens, community agencies, religious organizations, medical facilities, and business to increase their participation in efforts to prevent child abuse and neglect, thereby strengthening the communities in which we live.

Dated this 24th day of 2015

Marshall County Board of Supervisors

Motion by Patten, second by Thompson to adopt Resolution #2015-0017, Child Abuse Prevention Month.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Patten-Aye
	Chairman	Vice Chairman	Member

Denny Grabenbauer
Board of Supervisors, Chairman

Attest:

Deanne Raymond
Marshall County
Auditor and Recorder

10. Resolution #2015-0018

2015 Marshall County Noxious Weed Control Plan

Resolution #2015-0018

Whereas, noxious weeds can reduce crop yields by competing for light, water, and soil nutrients; decrease crop value and market ability; serve as hosts for certain economic insects and disease pathogens; directly affect human and animal health; and detract from the aesthetic value of real property, and

Whereas, In accordance with the **Iowa Weed Law**, landowners and persons in possession or control of any Marshall County lands, rural or urban, should destroy noxious weeds before they bloom or reach their maturity. They can be destroyed by cutting, burning or chemical treatment and;

Whereas, the Code of Iowa provides that if the owner or persons in control of lands fail to comply, the county weed commissioner can order the noxious weeds destroyed and the cost of such will be assessed against the landowner.

Whereas, the Marshall County Board of Supervisors desires to implement an effective noxious weed control program for the 2015 growing season in Marshall County

Now, Therefore, Be It Resolved, that the following shall constitute the 2015 Marshall County Noxious Weed Control Program;

The following noxious weeds must be destroyed before going to seed and as often as necessary thereafter to prevent seed production:

Curly (Sour) Dock, Hoary Cress, Leafy Spurge, Perennial Peppergrass, Red (Sheep) Sorrel, Smooth (Pale) Dock, Quackgrass, Buckthorn, Musk Thistle, Buckhorn Plantain, Russian Knapweed, Canadian Thistle, Shattercane and Wild Mustard, Field Bindweed, Poison Hemlock, Wild Carrot, Bull Thistle, Cocklebur, Horse (Bull) Nettle, Perennial Sowthistle, Puncturevine, Tall Thistle, Teasel, Velvetleaf (butterprint), Wild Sunflower and Multiflora Rose.

The Code of Iowa provides that if the owner or persons in control of lands fail to comply, the county weed commissioner can order the noxious weeds destroyed and the cost of such will be assessed against the landowner.

Persons interested in working for the weed commissioner on a contract basis to mow weeds should submit a bid on an hourly basis, along with information on equipment available and references to the Weed Commissioner, Courthouse.

Marshall County will conduct a roadside weed management spraying program again this year. The county will spot broadcast for thistles, wild carrot and wild mustard specifically, and other noxious weeds found in high concentrations generally in the roadsides and areas of county ownership over eight townships in the east half of the County in mid to late May or early to mid June.

The county will also conduct a separate spray program on areas of dense populations of Leafy Spurge in selected areas along Summit St. Rd. and Sand Rd.

Any person seeking to have their land exempted from the county spray program may ask the county to skip their property. This requires filing a proper description with the county which will be placed on the County “Do Not Spray” map. This also requires placement of the County “Do Not Spray” placards at each end of the area not to be sprayed. There is a fee of \$10.00 per area requested to not be sprayed.

Be It Further Resolved that this 2015 Noxious Weed Control Program shall become effective upon its adoption by the Marshall County Board of Supervisors.

Dated this 24th day of March, 2015, Marshall County, IA.

Motion by Thompson, second by Patten, to adopt Resolution #2015-0018, 2015 Marshall County Noxious Weed Control Plan.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Patten-Aye
	Chairman	Vice Chairman	Member

Denny Grabenbauer
Board of Supervisors, Chairman

Attest:

Deanne Raymond
Marshall County
Auditor and Recorder

11. Marshall County Actuarial Services—Discussion and action on an Actuarial Services Agreement by and between SilverStone Group, Inc. and Marshall County continuing through December 31, 2018, for compliance with Government Accounting Standards Board (GASB) Statement 45.

Motion by Thompson, second by Patten, to approve the agreement between Marshall County, IA and SilverStone Group, Inc.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Patten-Aye
	Chairman	Vice Chairman	Member

12. Purchase Agreement for Wiegand Property—Discussion and possible action on a purchase agreement between James and Jody Wiegand, herein designated as “Seller” and Marshall County, IA herein designated as “Buyer”, acting pursuant to the terms of the grant agreement with Iowa Homeland Security and Emergency Management Division in administering its Voluntary Property Acquisition Project does hereby offer to buy all the Seller’s right, title, and interest in the personal property known as the home located at the following legally described real estate:

Lot 1-A and the West one-half of Lot 2-A of the Subdivision of the Northeast Quarter of the Northwest Quarter and the Subdivision of the East one-fourth of the Northwest Quarter of the Northwest Quarter of Section 24, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa.

Motion by Patten, second by Thompson, to approve the agreement between James and Jody Wiegand and Marshall County, pursuant to the terms of the grant agreement with Iowa Homeland Security and Emergency Management Division in administering its Voluntary Property Acquisition Project to buy all the Seller’s right, title, and interest in the personal property in the amount of \$55,221.13.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Patten-Aye
	Chairman	Vice Chairman	Member

Resolution #2105-0019

13. Ricken Tiling, Inc. Contract with Marshall County, IA for Demolition of Wiegand Property - Discussion and possible action to approve the following agreement: THIS AGREEMENT, entered into this 24th day of March, 2015, is by and between the County of Marshall, Iowa, (hereinafter called the County), and Ricken Tiling, Inc., (hereinafter called the Contractor).

WHEREAS, the County requires both asbestos abatement, dwelling and other structural demolitions, basement removals, concrete, asphalt and masonry flatwork and other site material removal; backfill and excavated site leveling to be performed in connection with the above identified project; and

WHEREAS, the Contractor certifies to be qualified and willing to perform the work required in accordance with the standards and criteria hereinafter set forth, and pursuant to the terms, provisions and conditions hereof,

NOW, THEREFORE, the parties hereto mutually agree as follows:

The Contractor shall furnish all tools, equipment, labor and materials for the proposed demolition in accordance with all applicable plans, specifications, codes and ordinances of Marshall County, Iowa.

The Contractor will be required to maintain a valid Certificate of Liability Insurance for the duration of the project. The Contractor must also remain in good standing as a Registered Contractor through Iowa Workforce Development.

The Contractor will be paid contract price for all items satisfactorily completed. Such payment shall be full compensation for demolition removal work including basement foundation, for debris disposal, for furnishing and placing backfill, for site clearance, for all permits, licenses, inspections, water and sewer disconnections, for complying with all laws, rules, regulations, and ordinances, including safety, and for furnishing all material, equipment, tools and labor to complete the work, in accord with the plans and these specifications listed in the signed and awarded Request for Bid received by the County on March 3, 2015 from the Contractor.

Payment for the work completed shall be based on the following price:

TOTAL, not to exceed: \$14,900.

Motion by Thompson, second by Patten, to adopt Resolution #2015-0019, an agreement between Marshall County, IA and Ricken Tiling Inc. to perform the duties involved in the demolition of property located at 2722 Garwin Rd. in an amount not to exceed \$14,900.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Patten-Aye
	Chairman	Vice Chairman	Member

Denny Grabenbauer
Board of Supervisors, Chairman

Attest:

Deanne Raymond
Marshall County
Auditor and Recorder

14. Resolution #2015-0020

MITIGATION MODEL DEED RESTRICTION

In reference to the property or properties ("Property") conveyed by the Deed between James L & Jody Wiegand [property owner] participating in the federally-assisted acquisition project ("the Grantor") and Marshall County, IA, ("the Grantee"), its successors and assigns:

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program ("HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, the State of Iowa has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA"), and has entered into a mitigation grant program Grant Agreement, dated June 6, 2008 and herein incorporated by reference; making it a mitigation grant program grantee.

WHEREAS, the Property is located in Marshall County, IA. Marshall County participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

WHEREAS, Marshall County, acting by and through the Marshall County Board, has applied for and been awarded federal funds pursuant to an agreement with Iowa dated January 28, 2014 ("State-Local Agreement") and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

NOW, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of HMGP program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant agreement, and the State-local agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the property other than: (1) A public facility that is open on all sides and functionally related to a designated open space or recreational use;
(2) A public restroom; or
(3) A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses describe din Paragraph 1.a, above, and approved by the FEMA Administrator in writing before the construction of the structure begins. Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transfer in accordance with this paragraph.

- i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
- ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as they conveyance does not include authority to control and enforce the terms and conditions of this section.
- iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:
 - a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
 - b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.
- iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on the anniversary of the closing date, the Grantee (mitigation grant program subgrantee), in coordination with any current successors in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained

according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring the transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

WIEGAND BUDGET WORKSHEET

ACTIVITY	TOTAL	Fema/State	Local Match Total	County Share	Wiegand share	Net Wiegand
APPRAISED VALUE	\$ 127,000.00					
DEDUCT DOB	\$ 67,301.48					
NET OFFER	\$ 59,698.52	\$ 50,743.74	\$ 8,954.78	\$ 4,477.39	\$ 4,477.39	\$ 55,221.13
<u>Other Costs</u>						
Demolition	\$ 14,900.00	\$ 12,665.00	\$ 2,235.00	\$ 1,117.50	\$ 1,117.50	Ricken Tiling
Relocation	\$ 22,500.00	\$ 19,125.00	\$ 3,375.00	\$ 1,687.50	\$ 1,687.50	
Legal-Peglow Law	\$ 2,150.00	\$ 1,827.50	\$ 322.50	\$ 161.25	\$ 161.25	
Marshall County Abstract	\$ 500.00	\$ 425.00	\$ 75.00	\$ 37.50	\$ 37.50	
Asbestos inspection - IES	\$ 675.00	\$ 573.75	\$ 101.25	\$ 50.62	\$ 50.63	Iowa Environmental Contract
Region 6 project mgt	\$ 6,500.00	\$ 5,525.00	\$ 975.00	\$ 487.50	\$ 487.50	
						\$18,958.12 relocation payment
TOTAL ESTIMATED	\$ 47,225.00	\$ 40,141.25	\$ 7,083.75	\$ 3,541.87	\$ 3,541.88	
MAX AVAILABLE				\$ 8,019.26		\$ 74,179.25

Grantor's Signature

Name (printed or typed)

Date

Grantee's Signature

Name & Title (printed or typed)

Date

State of Iowa, County of Marshall

Signed and sworn to (or affirmed) before me on March 24, 2015 by

Names of Persons

Motion by Patten, second by Thompson, to adopt Resolution #2015-0020, Mitigation Model Deed Restriction.

Roll call vote:	Grabenbauer-Aye	Thompson-Aye	Patten-Aye
	Chairman	Vice Chairman	Member

Denny Grabenbauer
Board of Supervisors, Chairman

Attest: _____
Deanne Raymond
Marshall County
Auditor and Recorder

15. Public Forum— There were no comments from the public.

16. Adjournment--The next regular session is April 7, 2015, 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** April 2, 2015, at 1:00 p.m. There being no further business to come before the Board, the meeting was adjourned at 9:43a.m.

Denny Grabenbauer
Board of Supervisors, Chairman

Attest: _____
Deanne Raymond
Marshall County
Auditor and Recorder