

**Marshall County Board of Supervisors
Regular Session April 16, 2019 at 9:05 a.m.**

MINUTES

The Board met in regular session on Tuesday, April 16, 2019, at 9:05 a.m. in Great Western Bank, 11 N. 1st Ave., Marshalltown, Iowa, meeting room #1, 2nd floor (north entrance) with all 3 members present.

Pledge of Allegiance

1. Approval or Amendment of Agenda—

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

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

2. Resolution #2019-0021

Resolution for Transfer of Funds

Whereas, it is desired to transfer monies from the General Basic fund to fund capital improvements for Marshall County facilities and future Information Technology purchases, and

Whereas, the Buildings and Grounds FY2018 budget ended with a surplus in excess of \$180,000, and

Whereas, said operating transfer is in accordance with Section 331.432, Code of Iowa, and GASB 54.

Now, therefore be it resolved by the Board of Supervisors of Marshall County, Iowa, as follows:

The sum of \$555,000.00 is ordered to be transferred from General Basic fund to the Capital Projects fund for capital improvements for Marshall County facilities and future Information Technology purchases for Marshall County.

Dated at Marshalltown, Iowa, this 16th day of April, 2019.

Motion by Thompson, second by Patten, to adopt Resolution #2019-0021, Transfer of Funds.

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

Steve Salasek
Board of Supervisors, Chairman

Attest: _____
Nan Benson
Marshall County
Auditor and Recorder

Consent Agenda:

3. **Approve Minutes**--from Regular Session of April 2, 2019
4. **Accept Annual Manure Management Update**—Bangor Finisher Farm, id no #59034, owner Keno Farms VII I, LLC, annual update report received and placed on file with the following changes made to the MMP: added acres, changed crop rotation or optimum yields and used manure analysis.
5. **Accept Recorder's Quarterly Report-3-19**

Records Management Fund	\$1,108.00
E-Commerce Fund	\$1,108.00
General Basic Fund	\$45,059.10
6. **Accept Center Associates Independent Auditor's Report**-Years ending June 30, 2018 and 2017
7. **Approve Transfer of Funds**—

Transfer #897, a quarterly transfer of \$575,000 from Rural Services Fund to Secondary Road Fund.

Transfer #898, \$2,008.00 from Capital Projects Fund to Secondary Road Fund for tornado debris removal expense and minor building repair expense originally expended from the Secondary Road Fund.

Transfer #899, \$555,000.00 from General Basic Fund to Capital Projects Fund for capital improvements for Marshall County facilities and future Information Technology purchases.
8. **Approve Claims**—Approve claims as audited and authorize the County Auditor and Recorder to issue payment of the same. The listing of claims paid at this meeting and all claims paid in the month of April will be published as part of the first meeting in May.

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

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

9. Approve Personnel Actions:

- a. Change of Status and Change Rate of Pay, **Tim Pansegrau**, fulltime, Change of Status from Truck Driver 2 to Truck Driver 3, Change Ray of Pay from \$24.73 to \$25.03, effective April 20, 2019.

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

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

b. Hire, **Joseph Blake Paige**, Sheriff's Office, Deputy Sheriff, fulltime, rate of pay \$21.69/hr. effective April 25, 2019.

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

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

10. Marshall County Contract for Services with YSS (Youth and Shelter Services) of Marshall County—Approve FY20 contract between Marshall County, IA and YSS of Marshall County for FY20 to procure for the Youth of Marshall County, certain services as hereinafter described in order to divert troubled youth from formal court involvement, out of home placement and delinquency.

Motion by Thompson, second by Patten, to approve the FY20 contract with Youth and Shelter Services of Marshall County. Marshall County agrees to provide funding in the amount of \$11,000 for services in FY20 and authorize the chairman to sign contract.

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

11. Application for a Class B Beer Permit with Outdoor Service and Sunday Sales- Discussion and possible action to approve Class B beer permit #BB_V_84987 with Outdoor Service and Sunday sales application from Mark and Ann Collison, Collison Par 3 Golf Course, located at 1731 Taylor Ave, Marshalltown, Iowa effective 5-1-19 to 11-1-19.

Motion by Thompson, second by Patten, to approve this request from Mark and Ann Collison, Collison Par 3, Permit # BB_V_84987 to sell beer effective 5-1-19 to 11-1-19 at 1731 Taylor Ave., Marshalltown, IA, Collison Golf Course.

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

12. Amendment to the Wellness Plan Summary Plan Description- Discussion and possible action to accept Amendment to the Wellness Plan Summary Plan Description.

Motion by Patten, second by Thompson, to adopt the Amendment to the Wellness Plan Summary Description effective July 1, 2018.

Roll call vote:	Patten-Aye	Salasek-Aye	Thompson-Aye
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	Member	Chairman	Vice Chairman
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13. Amendment to the Non-Wellness Plan Summary Plan Description- Discussion and possible action to accept Amendment to the **Non-Wellness Plan Summary Plan Description**.

Motion by Thompson, second by Patten, to adopt the Amendment to the Wellness Plan Summary Description effective July 1, 2018.

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

Motion by Thompson, second by Patten to adopt the Amendment to the **Non-Wellness Plan Summary Description** effective July 1, 2018 as amended to include the word “Non”-Wellness as stated in the agenda item title.

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

14. Amendment to the Non-Wellness Plan Summary Plan Description- Discussion and possible action to accept Amendment to the HealthPartners UnityPoint Health Non-Wellness Plan Summary Plan Description.

Motion by Patten, second by Thompson, to adopt the Amendment to the Non-Wellness Plan Summary Description effective January 1, 2019.

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

15. Wellness Plan Summary Plan Description- Discussion and possible action to accept Wellness Plan Summary Plan Description.

Motion by Thompson, second by Patten, to adopt the Amendment to the Wellness Plan Summary Description effective January 1, 2019.

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

16. Cigarette/Tobacco/Nicotine/Vapor Permit Application—request from Pandori Petroleum Inc. /Randhawa Travel Center for a Cigarette/Tobacco/Nicotine/Vapor Permit effective July 1, 2019 through June 30, 2020.

Motion by Patten, second by Thompson, to approve this request.

Roll call vote:	Patten-Aye	Salasek-Aye	Thompson-Aye
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	Member	Chairman	Vice Chairman
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17. Resolution #2019-0022

**RESOLUTION APPROVING THE JOINT AGREEMENT FOR THE
INSTALLATION, MAINTENANCE AND OPERATION OF
PLANTS AND SYSTEMS FOR WASTEWATER SERVICES
UNDER IOWA CODE CHAPTER 28E**

THIS AGREEMENT made and executed this 16th day of April, 2019, by and between IOWA REGIONAL UTILITIES ASSOCIATION doing business as Iowa Regional Utilities Association (and hereinafter referred to as “the Association”) and MARSHALL COUNTY, IOWA, (hereinafter referred to as the “County”).¹

W I T N E S S E T H:

WHEREAS, the Association is organized and established under the provisions of Iowa Code Chapter 504 as a non-profit corporation and is authorized by the state of Iowa to plan, design, establish, install, construct, place in service, repair, operate and maintain works, plants, systems and facilities for public water supply systems in Iowa and to plan, design, establish, install, construct, place in service, repair, operate and maintain works, plants, systems and facilities for the collection, disposal and treatment of Wastewater (hereinafter collectively referred to as “Wastewater Facilities”); and

WHEREAS, the County desires to enter into an Agreement with the Association to plan, design, establish, install, construct, place in service, repair, operate and maintain works, plants, systems and facilities for the collection, disposal and treatment of Wastewater in the Green Mountain Wastewater Service Area in Marshall County, Iowa, which includes the unincorporated communities known as Green Mountain and adjacent areas (and as more particularly hereinafter described); and

WHEREAS, the County has applied to the Iowa Economic Development Authority (hereinafter referred to as IEDA) for financial assistance from the Community Development Block Grant Program, and the Association has made application for loans and grants from the United States of America acting through the Rural Development, United States Department of Agriculture (hereinafter referred to as “RD”) for the construction/installation of said Wastewater Facilities for the Green Mountain Wastewater Service Area (and as more particularly hereinafter described); and

WHEREAS, the County and the Association are authorized by Iowa Code Chapter 28 (and expressly by Iowa Code §28E.4) to enter into an Agreement for joint and cooperative action regarding the aforesaid Wastewater Facilities and the County and the Association desire to enter into such Agreement and it is in the public interest that they do so; and

¹ The County and the Association are also hereinafter collectively referred to as “the Parties”.

WHEREAS, by Resolutions adopted by the Parties hereto, the provisions of this Agreement have been approved by the members of the Board of Supervisors of the County and the Board of Directors of the Association, and the execution of this Agreement duly authorized.

NOW, THEREFORE, IT IS AGREED:

Section 1. DEFINITIONS. In this Agreement, the following terms are defined as hereinafter set forth:

- A. “Administrator” shall mean the Association.
- B. “Association” shall mean Iowa Regional Utilities Association doing business as Central Iowa Water Association.
- C. "County" shall mean Marshall County, Iowa.
- D. “Initial Connection Period” shall mean that period of time prior to Project Completion during which Property Owners must connect their properties to the System.
- E. “Member” shall mean a person or legal entity [a] who is a record owner of a fee or undivided fee interest or [b] who has a substantial possessory interest (i.e. tenancy) in real property within the Service Area; and who has been accepted and qualified as a member of the Association in accordance with its By-Laws; and who receives Water or Wastewater services from the Association.
- F. "Operating Expenses" shall mean all expenses reasonably and necessarily incurred for the operation and maintenance of the Wastewater Facilities, including, without limitation, actual operating, maintenance and repair costs, debt service, required financing reserves, permit fees, engineering fees, legal fees, funded depreciation, and insurance.
- G. “Parties” refers to the County and the Association.
- H. “Private Sewage / Septic / Wastewater Systems” shall mean all systems which accept and / or treat and / or dispose of Wastewater from four (4) or fewer dwelling units or the equivalent of less than sixteen (16) individuals on a continuing basis.
- I. “Project” shall mean all actions and undertakings necessary and incidental to plan, design, establish, install, construct, place in service and otherwise provide, operate and maintain Wastewater Facilities within the Service Area.

- J. "Project Completion" shall be deemed the date that all actions and undertakings necessary and incidental to plan, design, establish, install, construct, place in service and otherwise provide, operate and maintain Wastewater Facilities within the Service Area are substantially completed.
- K. "Project Costs" shall mean all costs, expenses and fees necessary and incidental to plan, design, establish, install, construct, place in service and otherwise provide, operate and maintain Wastewater Facilities within the Service Area, including, without limitation, [a] materials costs, [b] construction costs, [c] engineering and legal fees, [d] real property acquisition costs (including acquisition of fee and easement interests and including any condemnation costs, expenses and awards), [e] permit fees, [f] publication fees, [g] administrative expense, [h] financing costs, [i] interest and debt service expenses, [j] insurance costs [k] abandonment of private treatment systems, and [l] initial service connections.
- L. "Property Owner or Property Owners" shall mean any person or legal entity that owns a property in the Service Area, which property, under federal, state or local law, is required to have a System for the acceptance, treatment and / or disposal of Wastewater.
- M. "Service Area" shall mean those areas of and adjacent to the unincorporated communities of Green Mountain (located in Marshall County, Iowa) as are shown on Exhibit 1 which is attached hereto and by this reference made a part hereof plus such additional areas as may be added thereto or are otherwise subject to being served by the Wastewater Facilities.
- N. "Superintendent" shall mean the authorized deputy, agent, or representative of the Association.
- O. "System" shall mean the same as "Wastewater Facilities".
- P. "Service Line" shall mean [a] the sewer line which runs from the point of connection of the sewer line to the sanitary sewer service pipe extending from the dwelling to the Wastewater main in a gravity sewer facility or [b] the sewer line from the point of connection of the sewer line to the sanitary sewer service pipe extending from the dwelling to the Wastewater main with exception of the grinder pump/unit in a low pressure sewer facility.
- Q. "Wastewater" shall mean the water carried waste products, including bodily discharges from human beings and such other discharges as are by law authorized to be discharged into the System, from all residences, public buildings, privately owned buildings, institutions, enterprises and

other facilities within the Service Area. Wastewater and “sewage” are synonymous.

- R. "Wastewater Facilities" shall mean all works, facilities, pipes, infrastructure, equipment, treatment system components, real property interests and all real and personal property interests, assets and improvements necessary for the collection, and treatment of Wastewater generated in the Service Area.

Section 2. PURPOSE. The purpose of this Agreement is to set forth the terms and conditions under which the Parties will obtain the necessary funding and otherwise do all things necessary to accomplish and administer the Project.

Section 3. NO SEPARATE LEGAL OR ADMINISTRATIVE ENTITY. This Agreement does not establish a separate legal or administrative entity in order to conduct or administer the Project or the Wastewater Facilities / System to be established in the Service Area.

Section 4. ADMINISTRATOR. The Association is hereby designated as Administrator for administering the Project and the Wastewater Facilities / System to be established in the Service Area.

Section 5. EFFECTIVE DATE AND DURATION. This Agreement shall become effective the date it is filed with the Iowa Secretary of State as required by Iowa Code §28E.8 and shall continue in effect until terminated as hereinafter provided.

Section 6. PROJECT FINANCING AND CONTINGENCY. Once this Agreement becomes effective:

[a] the County shall make reasonable and good faith efforts to obtain Community Development Block Grant (“CDBG”) funds and such other funding as the County deems appropriate to pay for Project Costs; and

[b] the Association shall make reasonable and good faith efforts to procure loan and grant commitments from RD and such other funding as the Association deems appropriate to pay for Project Costs.

If the Parties obtain the funds necessary to accomplish the Project and pay all Project Costs, then the Project shall proceed.

If, despite the best cooperative efforts of the Parties, the Parties do not obtain the funds necessary to accomplish the Project, then this Agreement shall be deemed terminated and of no further force and effect and neither party shall have any further obligation to perform any term hereof.

Section 7. ADMINISTRATOR AUTHORIZATION. The Association, as Administrator, shall do all things necessary to accomplish the Project in accordance with the Project plans and

specification and in accordance with all federal, state and local laws and regulations; and the County shall cooperate, assist and undertake such actions required of the County by the terms of this Agreement necessary and incidental thereto.

Section 8. OWNERSHIP AND OPERATION OF THE WASTEWATER FACILITIES / SYSTEM. Upon completion of the Project, the Wastewater Facilities / System shall be deemed the property of the Association and the County shall convey whatever interests it may have therein to the Association. Once constructed, it shall be the duty of the Association:

- [a] to repair, operate and maintain the Wastewater Facilities / System in accordance with all federal, state and local laws and regulations,
- [b] to provide the qualified personnel to do the same,
- [c] to obtain all licenses, permits, and approvals necessary for the operation and maintenance of the Wastewater Facilities and for future construction related thereto, and
- [d] to file all forms, gather all information and prepare all reports as may be required by federal, state and local laws and regulations.

Section 9. PROPERTY ACQUISITION. The County and the Association agree to collaborate in the acquisition of all real property interests necessary to accomplish the Project; provided further that the County shall, if necessary, utilize its powers of eminent domain to acquire the real property interests necessary to accomplish the Project and shall transfer ownership thereof to the Association.

Section 10. RIGHTS OF WAY. For all purposes contemplated or reasonably necessary to effectuate the purposes of this Agreement, the County hereby grants to the Association, its successors or assigns, a continuous non-exclusive right to use all areas on, over, under, through and within all County streets/roads, public ways, easements and other public areas for all purposes incidental and necessary to construction and operation of the Wastewater Facilities, including, but not limited to, all purposes related to and for the planning, designing, establishing, installing, constructing, placing in service and otherwise providing, repairing, replacing, operating and maintaining Wastewater Facilities within the Service Area.

Section 11. CONSTRUCTION. The Association shall cause contracts to construct the Project to be let in accordance with all CDBG and RD requirements (and in accord with all other requirements of applicable state and federal law). In the event the sum of the lowest responsible bids received for construction of the Project, plus the estimated cost of professional services and a reasonable reserve for contingencies exceed the funds available to pay the Project Costs, the Association shall have the right and option to reject any such bids; provided further that upon agreement of the Parties, the Project may be redesigned such that the cost of the Project does not exceed the funds available to pay the Project Costs. Furthermore, the Association is authorized to contract with and compensate consultants for professional services, including but not limited to,

architects, engineers, planners, lawyers, accountants, rate specialists, and all others found necessary or useful and convenient to carrying out the purposes of this Agreement.

Section 12. MANDATORY TRANSITION OF PRIVATE SEWAGE / SEPTIC / WASTEWATER SYSTEMS. The following shall apply to connection to the System:

[a] All Property Owners within the Service Area shall connect their properties to the System as soon as a main is available to serve the Property Owner's property and in all events such that all Property Owners' properties shall be connected to the System prior to Project Completion. This period of time shall be deemed the "Initial Connection Period". A sewer main shall be deemed available in the Service Area if it is located within two hundred (200) feet of the property line of the Property Owner's property.

[b] The construction of the Wastewater Facilities will include the lawful closing and abandonment of all of the existing Private Sewage / Septic / Wastewater Systems within the Service Area; provided that the lawful closing and abandonment of all of such existing Private Sewage / Septic / Wastewater Systems within the Service Area shall be deemed Project Costs and done by the Association or its designees and the costs thereof shall not be assessed to the Property Owners.

[c] The construction of the Wastewater Facilities will include [a] the installation of Service Lines to within approximately five (5) feet of the exterior wall of the building to connect each Property Owner's property to the System and [b] the installation of grinder pumps / units where necessary. As referenced in Section 1.K., (and except as provided in 12[d] below), the costs thereof shall be deemed Project Costs and not assessed to any Property Owner nor shall any connection fees be charged to any Property Owner connecting to the System within the Initial Construction Period. Once construction of a Service Line is completed and it is connected to the sewer main, the Service Line shall be deemed the property of the Property Owner. All grinder pumps / units shall be deemed the property of the individual homeowner.

[d] Any necessary repairs, replacements or modifications of a sanitary sewer service pipe between the building served and [i] the point of connection to the Service Line (which will be within approximately five (5) feet of the exterior wall of the building) or [ii] within the building served by the Service Line, that are required to connect the Service Line to said building shall be accomplished by, and at the expense of, the Property Owner. The Association will complete connection to one (1) acceptable sanitary sewer service pipe. In the event the sanitary sewer service pipe is not acceptable, the Property Owner will be responsible to have the sanitary sewer service pipe repaired/replaced/ modified to make it acceptable for connection to the Service Line within a reasonable time frame as not to delay construction, and in all events prior to Project Completion.

[e] The Association will warrant the materials and labor used in the installation of Service Lines for a period of one (1) year from the date of connection and will make all repairs and replacements required during said one (1) year period caused by defective materials or workmanship. However, repairs and replacements during said year required as a result of the activities or acts or actions of anyone other than the Association or the manufacturer shall be the responsibility of the Property Owner. After one (1) year from the date of connection, the cleaning, repair, maintenance and / or replacement of a Service Line shall be the sole responsibility of the Property Owner. The Association will be responsible for maintaining, repairing and replacing the grinder pumps / units except that the Property Owner will be responsible for the costs of all repairs and / or replacements of grinder pumps / units where there is evidence of damage to same as the result of misuse or abuse.

[f] Connections made after the Initial Connection Period shall be installed by the Association and shall be constructed and connected in accordance with Association requirements at the expense of the Property Owner. Prior to a connection being made, the Property Owner shall make application for service to the Association and shall pay the Association such connection fee as is then applicable and shall make said Service Line connection available and accessible to the Association for visual inspection during the construction thereof at such reasonable times as the Association deems necessary and proper to assure the integrity of the System.

[g] Property Owners within the Service Area, as well as Property Owners of all properties that in the future receive Wastewater services from the Association, shall become Members of the Association at the time of connection, and shall have all rights and privileges, including voting privileges, of all other Association Members.

[h] Property Owners within the Service Area, as well as Property Owners of all properties that in the future receive Wastewater services from the Association, shall subscribe to purchase water from the Association and shall comply with all Association rules related thereto.

Section 13. CONNECTION TO AND USE OF SYSTEM. The County agrees to adopt and enforce an ordinance in substantially the same form as the sample ordinance attached hereto and marked as Exhibit 2, and such other ordinances as are reasonably required by the Association to operate and regulate the System so that the System is in compliance with all federal, state and local laws and is fiscally solvent, holds reasonable reserves and is otherwise able to be operated in accordance with sound business practices. The failure of the County to comply with this term of the Agreement shall be deemed a material breach and basis for immediate termination of this Agreement.

Section 14. RATES AND CHARGES AND PAYMENT. The following shall be applicable to rates and charges and payment thereof related to the System:

[a] The Association shall establish, maintain and from time to time adjust rates and charges to Members sufficient in each year (i) for the payment of the proper and reasonable expenses for the operation and maintenance of the System, including such reserve funds as the Association deems necessary to maintain the financial integrity of the System; (ii) for the payment of principal and interest on any bonds or other obligations issued to pay for initial construction and subsequent improvements to the System as the same fall due and to provide for the creation of reserves as required by said obligations and (iii) for the payment of such other sums as are necessary and sufficient to comply with sound business and borrowing practices.

[b] Actual rates and charges will depend on actual costs and expenses and the amount necessary for reasonable administrative and overhead costs and reserves; provided further that monthly service fees to Members will be based on the volume of each Member's water usage and will include a monthly minimum Wastewater service fee.

[c] The Wastewater Facilities are designed to treat ordinary domestic Wastewater only. The Association reserves the right to impose additional service fees for the acceptance and treatment of Wastewater of unusual strengths or characteristics, or to prohibit the discharge of such wastes to the Wastewater Facilities.

[d] The Association's regulations concerning collection of unpaid and delinquent sums are attached hereto, marked Exhibit 3 and by this reference made a part hereof.

[e] The Association will provide Wastewater services in compliance with the laws of the State of Iowa and the regulations of the Iowa Department of Natural Resources, including but not limited to IAC 567 Chapter 69 which requires connection to a public Wastewater facility if a residence is within 200 feet of an existing Wastewater main or pipe – which regulations the County agrees to strictly enforce. The connection fees for such future Wastewater service connection will be determined by the Association at the time of the request for a Wastewater connection and will be based on reasonable construction costs and a connection fee.

Section 15. LIABILITY / INDEMNITY. Nothing in this Agreement shall be construed to create joint or several liability of a party hereto for the acts, omissions or obligations of the other party. Each party shall be liable only for its own acts with regard to the Wastewater Facilities and the parties shall have such rights of indemnity and contribution between themselves with respect to the Wastewater Facilities, this Agreement and the undertakings hereunder as shall be permitted by law and consistent with the provisions of this Agreement. Each party (the "Indemnifying Party") agrees to save and indemnify and hold harmless the other party, its officers and employees (together, the "Indemnified Parties") against all liabilities, judgments, costs and expenses which such Indemnified Parties may incur or which in any way results from the acts, omissions, carelessness or neglect of such Indemnifying Party.

Section 16. INSURANCE. The Association will purchase and maintain in force property damage and casualty insurance from such companies and with such coverages and limitations regarding the Wastewater Facilities and operation of the System as it deems appropriate.

Section 17 TERMINATIONS AND BREACH. This Agreement shall not be terminated until forty (40) years from the Effective Date or until all Project Costs have been paid or provisions for the payment thereof have been made, whichever later occurs, except:

[a] The Association shall have the right to terminate this Agreement at any time prior to the award of the construction contracts by serving a written notice of its intent to withdraw and terminate on the County. In the event of such termination by the Association, each party shall be responsible for the payment of its own expenses and shall be entitled to retain the real and personal property acquired in their respective names but this Agreement shall in all other respects be deemed void and of no further force and effect and neither party shall have any further obligation to the other or to perform any of the terms hereof.

[b] Either party shall have the right to terminate this Agreement in the event the other party breaches a material term hereof.

Except as hereinafter provided for a breach of a material term hereof, once forty (40) years from the Effective Date have passed or all Project Costs have been paid or provisions for the payment thereof have been made, whichever later occurs, then this Agreement may be terminated by either party by serving written notice by restricted certified mail served on or before June 30th of any year to the other party that this Agreement shall be deemed terminated effective at midnight on June 30th of the following year. Such notice shall be deemed served as of the date of mailing. Absent such notice, this Agreement shall be deemed to remain in full force and effect.

As regards breach of a material term hereof, the party claiming the breach shall give written notice to the other party by restricted certified mail of the term or terms hereof for which a material breach is claimed and the other party shall have sixty (60) days from the date of mailing said notice to cure said breach. In the event that said breach is not timely cured, then the non-defaulting party may declare this Agreement terminated and termination shall occur as set forth in Section 18; provided that the non-defaulting party may alternatively and in its sole discretion, elect to avail itself of all such other legal and equitable remedies as are otherwise available to it.

The failure of the County to perform the provisions of Section 12 and / or Section 14[e] shall be deemed material defaults and the Association may, at its option, elect to terminate this Agreement as herein provided.

Section 18 TERMINATION PROCESS. In the event of termination, then the following shall occur unless the non-defaulting party elects another legal or equitable remedy:

[a] The County is hereby obligated (i) to purchase the Wastewater Facilities including all real and personal, tangible and intangible property interests related thereto such as cash on hand and the value of the stream of income and shall

compensate the Association for all other property and assets owned by the Association incidental to operation of the System and the total amount to be paid shall be the reasonable fair market value thereof; and in addition the County is obligated (ii) to fully pay any indebtedness then owed related to the System and hold the Association harmless therefrom.

[b] If the County and the Association are unable to agree upon the fair market value, then each party shall have an independent appraisal thereof made and in addition the two (2) appraisers shall select a third independent appraiser who shall also perform an appraisal and the average of the three (3) independent appraisals shall be deemed to be the fair market value and shall be the amount paid by the County to the Association on the date the termination becomes effective.

[c] Upon payment of all sums due the Association, including all indebtedness, the Association shall transfer ownership of all Wastewater Facilities to the County except the Association shall retain all documents and records, in any form, related to the System for a period of five years thereafter. The Association agrees to make available to the County copies of such records and documents as are necessary for the continued operation of the System, at the County's expense. The termination shall be accomplished in such a fashion that the Association is paid or reimbursed for all costs and expenses incurred in the operation of the System through the date of closing. Upon completion of said transfers this Agreement shall be deemed terminated.

Section 19. ATTORNEY FEES. In the event the non-defaulting party elects an alternative legal and equitable remedy or is required to initiate litigation to enforce the termination provisions of Section 18[a], [b] or [c] then the prevailing party in such action shall be entitled to be reimbursed its reasonable attorney fees and expenses from the non-prevailing party.

Section 20. ASSIGNMENT. The County does hereby consent to and authorizes the Association to assign and transfer its interest in this Agreement, all property interests, whether real or personal, and all Wastewater Facilities to any successor in interest or to the RD, or any other lender, as collateral security for present or future loans.

Section 21. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa. Nothing herein shall be construed to relieve any party of any obligation or responsibility imposed upon it by law.

Section 22. AMENDMENTS. This Agreement may not be changed except by an amendment hereto in writing signed by the Parties hereto.

Section 23. RD APPROVAL. As the construction of the Project is in part being financed by a loan or loans made or insured by, and/or a grant or grants from RD, the provisions hereof pertaining to the undertakings of the Association are conditioned upon the approval of the State Director of RD.

Section 24. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

Section 25. SEVERABILITY. If any one or more of the provisions of this Agreement are declared unconstitutional or contrary to law, the validity of the remainder thereof shall not be thereby affected.

Section 26. OTHER AGREEMENTS NOT EFFECTED. Other existing agreements between the parties shall not be effected by the adoption of this Agreement.

Section 27. APPROVAL / AUTHORIZATION. By their signatures below, the representatives of the respective parties confirm that this Agreement has been approved and its execution authorized by the Board of Supervisors of the County and by the Board of Directors of the Association and each party agrees to be fully bound by and faithfully perform all terms hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

Iowa Regional Utilities Association	Marshall County, Iowa
By _____	By _____
President	Chairman, Board of Supervisors
By _____	By _____
Secretary	County Auditor

STATE OF IOWA :
: SS.
COUNTY OF :

On this _____ day of _____, 20____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, to me known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation executing the within and foregoing contract, that the seal affixed hereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said _____ and _____, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for said County and State

STATE OF IOWA :
: SS.
COUNTY OF MARSHALL:

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and, who, being by me duly sworn, did say that they are the Chairman of the Board of Supervisors and County Auditor respectively, of Marshall County, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors as contained in Resolution No. _____ passed and adopted by the Board of Supervisors, under Roll Call No. 1 of the Board of Supervisors on the _____ day of _____, 20____, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for said County and State

APPROVAL

Now, on this _____ day of _____, _____, the within and foregoing Joint Agreement for the Installation, Maintenance and Operation of Plants and Systems for Sanitary Sewer Services is hereby approved by the United States of America, acting by and through Rural Development of the United States Department of Agriculture, subject to approval of any and all project loans and/or grants obtained or sought by _____ and all rules and regulations presently and in the future duly promulgated by Rural Development, U.S.D.A., and appearing of record in the Code of Federal Regulations.

THE UNITED STATES OF AMERICA,
Acting through the Rural Development,
United States Department of Agriculture

By: _____
Grant Menke, Director

Discussion: John Kunc at some point in the near future the BOS and John Kunc will call a meeting with the residents of Green Mountain. We are waiting on funding from Federal and Iowa. The deeds are Recorded and we are waiting on the Abstract to be completed. Marshall County owning this can now allow Iowa Regional Utilities Association (Rural Water) to provide service. Adam Sadders asked for a cost estimate. John said \$3 - \$5 million with 12 acres for lagoon. We are sizing this for all of Green Mountain for school and current home plus possible additional 40 – 50 homes between school and current homes. This will be a 3 stage (pool) system. Dave said this funding will come from Low/Moderate Dollars from Harvester TIF, Federal Rural Development (USDA), Federal Community Development Block Grant and Homeowner Fees so Marshall County Property Tax should not have to pay for this. Marshall County getting this 28E and purchase complete will let this project go forward. John said this took longer due to errors in Abstract history which needed to be corrected.

Motion by Thompson, second by Patten to adopt Resolution 2019-0022,
Approving the Joint Agreement for the Installation, Maintenance and Operation of Plants and Systems for Wastewater Services under Iowa Code Chapter 28E.

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

Steve Salasek
Board of Supervisors, Chairman

Attest: _____
Nan Benson
Marshall County
Auditor and Recorder

Resolution #2019-0023

18. 1st Reading of Proposed Ordinance #36, Set the Date and Time for Public Hearing and Waive Second Reading–

GREEN MOUNTAIN SEWER USE ORDINANCE #36

AN ORDINANCE REGULATING THE USE OF PUBLIC WASTEWATER, PUBLIC SEWER, BUILDING SEWERS AND BUILDING DRAINS, ONSITE SYSTEMS,

PRIVATE SEWAGE DISPOSAL, THE INSTALLATION AND CONNECTION OF BUILDING SEWERS, AND THE DISCHARGE OF WATERS AND WASTES INTO THE PUBLIC WASTEWATER FACILITIES AND SYSTEM OWNED AND OPERATED BY IOWA REGIONAL UTILITIES ASSOCIATION (HEREINAFTER "THE ASSOCIATION") IN THE SERVICE AREA (AS THAT TERM IS HEREINAFTER DESCRIBED) WHICH SERVES THE UNINCORPORATED COMMUNITY OF GREEN MOUNTAIN IN MARSHALL COUNTY, IOWA, AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF.

In order to protect the public health and safety of all residents of the County and particularly those in the Service Area (as that term is hereinafter defined) be it ordained and enacted by the Board of Supervisors of Marshall County, State of Iowa as follows:

ARTICLE 1

(Definitions)

Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall be as follows:

Sec.1. The Association is the owner of the Sewage Works.

Sec.2. "BOD" (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees C, expressed in milligrams per liter.

Sec.3. "Building Drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from Sewage pipes inside the walls of the building and conveys it outside the walls of the building to the Building Sewer.

Sec.4. "Building Sewer" shall mean that part of the lowest horizontal pipe which begins outside of the wall of a building and connects the Building Drain with the Public Sewer or other disposal terminal.

Sec.5. "Combined Sewer" shall mean a sewer receiving both surface runoff and Sewage.

Sec.6. "County" shall mean Marshall County, Iowa or its authorized deputy, agent, or representative.

Sec.7. "Garbage" shall mean solid wastes from the domestic and commercial preparation, cooking, and dispensing of food, and from the handling, storage, and sale of produce.

Sec.8. "Industrial Wastes" shall mean the liquid wastes from industrial manufacturing processes, trade, or business as distinct from Sewage.

Sec.9. "Natural Outlet" shall mean any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

Sec.10."Person" shall mean any individual, firm, company, association, society, corporation, tenant, property owner, or group.

Sec.11. "pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

Sec.12."Private Sewer" shall mean a building Sewer Line.

Sec.13."Private Sewage / Septic / Wastewater Systems" shall mean all systems which accept and / or treat and / or dispose of wastewater from four (4) or fewer dwelling units or the equivalent of less than sixteen (16) individuals on a continuing basis.

Sec. 14. "Project Completion" shall be deemed the date that all actions and undertakings necessary and incidental to plan, design, establish, install, construct, place in service and otherwise provide, operate and maintain Sewage Works within the Service Area are substantially completed.

Sec.15."Properly Shredded Garbage" shall mean the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in Public Sewers, with no particle greater than one-half (1/2) inch in any dimension.

Sec.16."Public Sewer" shall mean the Sewage Works.

Sec.17."Sanitary Sewer" shall mean a pipeline which carries Sewage and to which storm, surface, and ground waters are not intentionally admitted.

Sec.18."Service Area" shall mean the portion of the unincorporated areas in the County generally known as Green Mountain and served by the Public Sewer owned and operated by the Association and as more particularly identified on attachment A; provided that the Service Area shall also include such additional areas as in the future are served by the Public Sewer owned and operated by the Association which also serves the unincorporated areas of the County known as Green Mountain.

Sec.19."Sewage" shall mean a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments from toilets, sinks, kitchen, bath, shower, and laundry facilities. "Sewage" and "wastewater" are synonymous

Sec.20."Sewage Treatment Plant" shall mean any arrangement of devices and structures used for treating Sewage.

Sec.21."Sewage Works" shall mean all facilities for collecting, pumping, treating, and disposing of Sewage, owned and operated by the Association in the Service Area. "Sewage Works" is

synonymous with "Wastewater Facilities" and with "System" as those terms are defined in one certain 28E agreement between the County and the Association regarding the establishment of a Sewage Works in the Service Area.

Sec.22. "Sewer" shall mean a pipe or conduit for carrying Sewage.

Sec.23. "Shall" is mandatory; "May" is permissive.

Sec.24. "Slug" shall mean any discharge of water, Sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.

Sec.25. "Storm Drain" (sometimes termed "storm sewer") shall mean a Sewer which carries storm and surface waters and drainage, but excludes Sewage and Industrial Wastes other than unpolluted cooling water.

Sec.26. "Superintendent" shall mean the authorized deputies, agents or representatives of the Association.

Sec.27. "Suspended Solids" shall mean solids that either float on the surface of, or are in suspension in water, Sewage, or other liquids, and which are removable by laboratory filtering.

Sec.28. "Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.

ARTICLE II

Use of Public Sewers In The Service Area Required

Sec. 1. It shall be unlawful for any person to place, deposit, or permit to be deposited in any manner on public or private property within the Service Area any Sewage except in the Public Sewer.

Sec.2. It shall be unlawful to discharge to any natural outlet within the Service Area any Sewage or other polluted waters.

Sec.3. It shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of Sewage in the Service Area other than the Public Sewer owned and operated by the Association.

Sec.4. A Person that owns any houses, buildings, or properties used for human occupancy, employment, recreation, or other purpose, situated within the Service Area shall close and abandon their Private Sewage / Septic / Wastewater Systems and connect their properties to the Public Sewer being constructed by the Association in the Service Area as soon as reasonably possible of a sewer main being available to serve the Person's property; and in all events prior to

Project Completion, whichever first occurs; provided further that if the Service Area is later expanded (hereinafter referred to as the Expanded Service Area) by the extension of the Public Sewer outside of the Service Area, then a Person that owns any houses, buildings, or properties used for human occupancy, employment, recreation, or other purpose, situated within the Expanded Service Area shall close and abandon their Private Sewage / Septic / Wastewater Systems and connect their properties to the Public Sewer being constructed by the Association as soon as reasonably possible of a sewer main being available to serve the Person's property. A sewer main shall be deemed available in the Service Area and in any Expanded Service Area if it is located within two hundred (200) feet of the property line of the Property Owner's property.

Sec.5. A Person that owns any houses, buildings, or properties used for human occupancy, employment, recreation, or other purpose, situated within the Service Area shall not use their well to provide water to any house, building or property connected to the Public Sewer in the Service Area and shall disconnect their well therefrom and shall connect such house, building or property that is connected to the Public Sewer in the Service Area to water supplied by a licensed public water supply system of the state of Iowa in the Service Area as soon as reasonably possible of a sewer main being available to serve the Person's property; and in all events prior to Project Completion, whichever first occurs. A sewer main shall be deemed available in the Service Area and in any Expanded Service Area if it is located within two hundred (200) feet of the property line of the Property Owner's property.

ARTICLE III

Building Sewers and Connections

Sec.1. Specific Requirements:

- a. Rain Water Leaders: Roof leaders, surface drains, or ground water drains shall not be connected to the Sanitary Sewer.
- b. Connection to the Pubic Sewer: Before any connection is made to a Public Sewer, an approved permit for such connection must be obtained from the Superintendent.
- c. Water softener recharge water may not be connected to the Building Sewer.

Sec.2. Supervision. The Superintendent shall supervise all building sewers, connections, and excavations for the purpose of installing or repairing the same.

Sec.3. Specifications:

- a. Material: Building Sewers shall be constructed of materials approved by the Superintendent.

Sec.4. Inspection. Each and every part of the Building Sewer shall be inspected and approved by the Superintendent before being concealed or backfilled.

ARTICLE IV

Use of Sanitary Sewers

Sec.1. No Person shall discharge or cause to be discharged any of the following described waters or wastes to any Public Sewer:

- a. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
- b. Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any Sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the Sewage Treatment Plant, including but not limited to cyanides in excess of two (2) mg/1 as CN in the Wastes as discharged to the Public Sewer.
- c. Any waters or wastes having a pH lower than 5.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the Sewage Works.
- d. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in Sewers, or other interference with the proper operation of Sewage Works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, tar, feathers, plastics, wood, un-ground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
- e. Any waters or Wastes having (1) a 5-day biochemical oxygen demand greater than 300 parts per million by weight, or (2) containing more than 350 parts per million by weight of suspended solids, or (3) having an average daily flow greater than 10 percent of the average Sewage flow of the Service Area, shall be subject to the review of the Superintendent. Where necessary in the opinion of the Superintendent, the Person shall provide, at his expense, such preliminary treatment as may be necessary to (1) reduce the biochemical oxygen demand to 300 parts per million by weight, or (2) reduce the suspended solids to 350 parts per million by weight, or (3) control the quantities and rates of discharge of such waters or Wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary Treatment Facilities shall be submitted for the approval of the Superintendent and no construction of such Facilities shall be commenced until said approvals are obtained in writing.

Sec.2. No Person shall discharge or cause to be discharged the following described substances, materials, waters, or Wastes if it appears likely in the opinion of the Superintendent that such Wastes can harm either the Sewers, Sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the Superintendent will give consideration to such factors as the quantities of subject Wastes in relation to flows and velocities in the Sewers, materials of construction of the Sewers, nature of the Sewage treatment process, capacity of the Sewage Treatment Plant, degree of treatability of Wastes in the Sewage Treatment Plant, and other pertinent factors. The substances prohibited are:

- a. Any liquid or vapor having a temperature higher than one hundred fifty (150) degrees F (65 degrees C).
- b. Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/1 or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150) degrees F (0 and 65 degrees C).
- c. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor greater than 1-horsepower shall be subject to the review and approval of the Superintendent.
- d. Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions, whether neutralized or not.
- e. Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite Sewage at the Sewage Treatment Works exceeds the limits established by the Superintendent for such materials.
- f. Any waters or Wastes containing phenols or other taste- or odor-producing substances, in such concentrations exceeding limits which may be established by the Superintendent as necessary, after treatment of the composite Sewage, to meet the requirements of the State, Federal, or other public agencies of jurisdiction for such discharge to the receiving waters.
- g. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Superintendent in compliance with applicable State or Federal regulations.
- h. Any waters or wastes having a pH in excess of 9.5.
- i. Materials which exert or cause:

- (1) Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).
 - (2) Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
 - (3) Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the Sewage Treatment Works.
 - (4) Unusual volume of flow or concentration of Wastes constituting "slugs" as defined herein.
- j. Waters or Wastes containing substance which are not amenable to treatment or reduction by the Sewage treatment processes employed, or are amenable to treatment only to such degree that the Sewage Treatment Plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

Sec.3. If any waters or Wastes are discharged, or are proposed to be discharged to the Public Sewers, which waters contain the substances or possess the characteristics enumerated in Section 4 of this Article and which, in the judgment of the Superintendent, may have a deleterious effect upon the Sewage Works, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Superintendent may:

- a. Reject the Wastes,
- b. Require pretreatment to an acceptable condition for discharge to the Public Sewers,
- c. Require control over the quantities and rates of discharge,
- d. Require payment to cover the added cost of handling and treating the Wastes not covered by the Sewer charges, and/or
- e. Other agreed upon method.

If the Superintendent permits the pretreatment or equalization of Waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Superintendent, and subject to the requirements of all applicable codes, ordinances, and laws.

Sec.4. Grease, oil, and sand interceptors shall be provided when, in the opinion of the Superintendent, they are necessary for the proper handling of liquid Wastes containing grease in excessive amounts, or any flammable Wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Superintendent, and shall be located as to be readily and easily accessible for cleaning and inspections.

Sec.5. Where preliminary treatment or flow-equalizing facilities are provided for any waters or Wastes, the Person controlling the preliminary treatment or flow-equalizing facility shall maintain it in continuous and satisfactory operations at the time Person's expense.

Sec.6. When required by the Superintendent, a Person who is the owner of any property serviced by a Building Sewer carrying Industrial Wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the Building Sewer to facilitate observation, sampling, and measurements of the Wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Superintendent. The manhole shall be installed by the Person who is the owner of said property at his / her / their expense, and shall be maintained by the Person who is the owner of the property so as to be safe and accessible at all times.

Sec.7. All measurements, tests, and analyses of the characteristics of waters and Wastes to which reference is made in this ordinance shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the Public Sewer to the point at which the Building Sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the Sewage Works and to determine the existence of hazards to life, limb, and property. (The particular analyses involved will determine whether a twenty-four (24) hour composite of all outfalls of a premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from 24-hr. composites of all outfalls whereas pHs are determined from periodic grab samples.)

Sec.8. No statement contained in this article shall be construed as preventing any special agreement or arrangement between Superintendent and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the Superintendent for treatment, subject to payment therefore, by the industrial concern.

ARTICLE V

Protection from Damage

Sec.1. No unauthorized Person shall intentionally, maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the Sewage Works.

ARTICLE VI

Powers and Authority of Superintendent

Sec.1. The Superintendent bearing proper credentials and identification shall be permitted to enter all properties within the Service Area for the purpose of inspection, observation, measurement, sampling, and testing necessary and incidental to the operation of the Sewage Works in accordance with the provisions of this ordinance. The Superintendent shall have no authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic,

paper or other industries beyond that point having a direct bearing on the kind and source of discharge to the Public Sewers or waterways.

Sec.2. While performing the necessary work on private properties referred to herein, the Superintendent shall observe all written safety rules applicable to the property established (and on file with the Association prior to the Superintendent performing any such work on private properties) by the Person who is the owner of the property and the Person who is the owner of the property shall be held harmless for injury or death to the Superintendent and from all other claims for personal injury or property damage resulting from a violation of said written safety rules or resulting from the negligent act of the Superintendent.

Sec.3. The Superintendent bearing proper credentials and identification shall be permitted to enter all private properties through which the Association holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the Sewage Works lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

ARTICLE VII

Infractions

Sec.1. Any violation of this ordinance, except a violation of Article VIII - Section 1, shall be a County infraction punishable by a civil penalty of not more than seven hundred fifty dollars (\$750.00) for the first infraction and a civil penalty of not more than one thousand dollars (\$1,000.00) for each repeat offense.

Sec.2. In addition to the civil penalty provided in Section 1 of this Article, the County may seek any relief available to it under Iowa Code to assure the abatement or correction of any violation of this ordinance.

Sec.3. Any Person violating any of the provisions of this ordinance shall become liable to the County for any expense, loss or damage occasioned the County by reason of such violation.

ARTICLE VIII

Misdemeanor Penalties

Sec.1. Any Person found to have maliciously, willfully, or intentionally damaged, destroyed, uncovered, defaced, or tampered with the Sewage Works shall be guilty of a criminal violation of the code of Iowa, and on conviction shall be fined in an amount, as authorized by the code of Iowa.

ARTICLE IX

Repealer

Sec.1. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Sec.2. The invalidity of any section, clause, sentence, or provision of this ordinance shall not affect the validity of any other part of this ordinance which can be given effect without such invalid part or parts.

ARTICLE X

Ordinance in Force

Sec.1. This ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Sec.2. Passed and adopted by _____ County, State of Iowa on the ____ day of _____, 2019

Motion by Patten, second by Thompson to adopt Resolution #2019-0023, First Reading of Proposed Ordinance #36, An Ordinance Regulating the Use of Public Wastewater, Public Sewer, Building Sewers and Building Drains, Onsite Systems, Private Sewage Disposal, the Installation and Connection of Building Sewers and the Discharge of Waters and Wastes into the Public Wastewater Facilities and System Owned and Operated by Iowa Regional Utilities Association (Hereinafter “the Association”) in the Service Area (as that term is Hereinafter Described) Which Serves the Unincorporated Community of Green Mountain in Marshall County, Iowa, and Providing Penalties for Violations Thereof and set public hearing date and time for Tuesday, April 30, 2019 at 9:05 a.m.

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

Steve Salasek
Board of Supervisors, Chairman

Attest:

Nan Benson
Marshall County
Auditor and Recorder

Waiver/Suspension of Second Reading of Amendment to Proposed Ordinance #36 --

Discussion and possible action to waive the second reading of proposed Ordinance #36, An Ordinance Regulating the Use of Public Wastewater, Public Sewer, Building Sewers and Building Drains, Onsite Systems, Private Sewage Disposal, the Installation and Connection of Building Sewers and the Discharge of Waters and Wastes into the Public Wastewater Facilities and System Owned and Operated by Iowa Regional Utilities Association (Hereinafter “the Association”) in the Service Area (as that term is Hereinafter Described) Which Serves the

Unincorporated Community of Green Mountain in Marshall County, Iowa, and Providing Penalties for Violations Thereof.

Motion by Thompson, second by Patten to waive the second reading of Proposed Ordinance #36 by majority of the Supervisors pursuant to Iowa Code Chapter 331.302(6.a.) and hold the public hearing and third reading of Proposed Ordinance #36 at the regularly scheduled Board of Supervisor's April 30, 2019 meeting at 9:05 a.m..

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

19. Public Forum— Paul wanted to clarify the start date on the bridge project waiting on signed contract. The May 28, 2019, date is the latest date and is the date we start counting. Paul wants to continue to pursue another hire and guessed he needed this on a later BOS Meeting.

Dave said we need the audit of the Landfill accept on a BOS Meeting.

Nan reminded that go live is for Tyler Incode Financials is April 22nd.

Nan also said that today at 1:00 PM is the Canvass for April 2nd Election for the five County numbers.

20. Adjournment--The next regular session is April 16, 2019, at 9:05 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 11, 2019, at 1:00 p.m. There being no further business to come before the Board, the meeting was adjourned at 10:06 a.m.

Steve Salasek
Board of Supervisors, Chairman

Attest:

Nan Benson
Marshall County
Auditor and Recorder

The Board of Supervisors' calendar can be viewed <http://goo.gl/yubHzV>