

September 4, 2012

The Mahaska County Board of Supervisors met in regular session on the above date at 9:00 a.m. in the third floor conference room of the Mahaska County courthouse. Present were the following board members: Chairman – Greg Gordy; Vice chairman – Ken Rozenboom, member – Henry W. VanWeelden. Also present were the following: Ken Allsup, Ginger Allsup, Osky News; Michael VanderMolen; Duane Nollen, Oskaloosa Herald; Jon Sullivan; Beth Danowsky; Tom Rielly; and Kay Swanson, Mahaska County Auditor.

This meeting was filmed by Communications Research Institute of William Penn University.

Chairman Gordy opened the meeting at 9:00 a.m. with a moment of silence.

It was moved by VanWeelden seconded by Rozenboom to approve the agenda for today's meeting. All present voted aye. Motion carried.

It was moved by Rozenboom seconded by VanWeelden to approve the minutes of August 20th meeting. All present voted aye. Motion carried.

It was moved by Rozenboom seconded by VanWeelden to approve the bills for August in the amount of \$2,221,398.79. All present voted aye. Motion carried.

It was moved by Rozenboom seconded by VanWeelden to approve the CROP Walk on October 14, 2012. It is the same route that has been used in the past. Insurance papers were provided. All present voted aye. Motion carried.

It was moved by Rozenboom seconded by VanWeelden to deny the Modification #5 for the health insurance and to leave it as it was as of August 17, 2009 minutes. All present voted aye. Motion carried.

The monthly report for Pathfinders was placed on file.

It was moved by Rozenboom seconded by VanWeelden to approve the following 28E agreement with Beacon. All present voted aye. Motion carried.

28E AGREEMENT

This Agreement, entered into by and between the Town of Beacon, Iowa, a municipal corporation, hereinafter called "the Town", and Mahaska County, Iowa, a political subdivision, hereinafter called "the County", is duly authorized by Chapter 28E of the Code of Iowa.

The Town desires to have law enforcement services and the County, through the Office of the Sheriff, has the manpower and equipment necessary to provide said services.

Therefore, the said Town and County, in a spirit of cooperation between these public agencies, agree with each other under the following terms and conditions as follows:

1. The County shall provide, through the Office of the Sheriff, law enforcement services and all men and equipment necessary therefore to said Town.
2. The said law enforcement services shall consist of patrol and traffic enforcement which shall be provided to said Town for a minimum of six hours per week.
3. The Town shall pay the County the sum of \$3,400.00 per year as reimbursement for expenses in relation to carrying out this Agreement.
4. The major portion of payment for said service shall be through the Town purchasing equipment for the office of the Sheriff and receiving credit for the cost thereof. The said equipment shall be selected and approved in advance by the Sheriff. Any balance shall be paid to the General Fund of the County.
5. The duration of this Agreement shall be for one year and neither party may terminate it without the express written permission of the other party.
6. The Agreement shall commence on the 1st day of August, 2012.
7. This Agreement shall be supervised by the Mayor and Council of the Town and Sheriff of the County.
8. In accordance with Section 28E.7 of the Code of Iowa, 2011, this Agreement does not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by any contracting party hereto, said performance may be offered in satisfaction of the obligation or responsibility.
9. The Town shall file a copy of this Agreement with the Secretary of the State and cause a copy hereof to be recorded with the County Recorder.
10. The provisions of Chapter 573A of the Code of Iowa, 2011, for termination of agreements in the event of a national emergency, apply to this Agreement.

Dated this 4th day of September, 2012

ATTEST:

TOWN OF BEACON
A Municipal Corporation
BY:
Mayor

ATTEST: s/Kay Swanson
County Auditor

COUNTY OF MAHASKA, IOWA
A Political Subdivision
BY: s/ Greg Gordy
Chairman Board of Supervisors

It was moved by Rozenboom seconded by VanWeelden to approve the following 28E Agreement with the City of University Park. All present voted aye. Motion carried.

This Agreement, entered into by and between the Town of University Park, Iowa, a municipal corporation, hereinafter called "the Town", and Mahaska County, Iowa, a political subdivision, hereinafter called "the County", is duly authorized by Chapter 28E of the Code of Iowa.

The Town desires to have law enforcement services and the County, through the Office of the Sheriff, has the manpower and equipment necessary to provide said services.

Therefore, the said Town and County, in a spirit of cooperation between these public agencies, agree with each other under the following terms and conditions as follows:

1. The County shall provide, through the Office of the Sheriff, law enforcement services and all men and equipment necessary therefore to said Town.
 2. The said law enforcement services shall consist of patrol and traffic enforcement which shall be provided to said Town for a minimum of eight hours per week.
 3. The Town shall pay the County the sum of \$4,200.00 per year as reimbursement for expenses in relation to carrying out this Agreement.
 4. The major portion of payment for said service shall be through the Town purchasing equipment for the office of the Sheriff and receiving credit for the cost thereof. The said equipment shall be selected and approved in advance by the Sheriff. Any balance shall be paid to the General Fund of the County.
 5. The duration of this Agreement shall be for one year and neither party may terminate it without the express written permission of the other party.
 6. The Agreement shall commence on the 1st day of July, 2012.
 7. This Agreement shall be supervised by the Mayor and Council of the Town and Sheriff of the County.
 8. In accordance with Section 28E.7 of the Code of Iowa, 2011, this Agreement does not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by any contracting party hereto, said performance may be offered in satisfaction of the obligation or responsibility.
 9. The Town shall file a copy of this Agreement with the Secretary of State and cause a copy hereof to be recorded with the County Recorder.
 10. The provisions of Chapter 573A of the Code of Iowa, 2011, for termination of agreements in the event of a national emergency, apply to this Agreement.
- Dated this 4th day of September, 2012.

ATTEST:

TOWN OF UNIVERSITY PARK
A Municipal Corporation

City Clerk
ATTEST:

Mayor
COUNTY OF MAHASKA, IOWA
A Political Subdivision

s/ Kay Swanson
County Auditor

BY: s/Greg Gordy
Chairman, Board of Supervisors

It was moved by Rozenboom seconded by VanWeelden to add the words anhydrous ammonia tank to the following motion on August 6, 2012 All present voted aye. Motion carried. Rob Ford and Dave Hodges from Crop Production Services discussed the building of a storage tank. It was moved by VanWeelden seconded by Rozenboom to approve the VerSteegh site in West DesMoines Township. All present voted aye. Motion carried.

Beth Danowsky gave the board an update on the NEPA study funding.

It was moved by Rozenboom seconded by VanWeelden to set the time and date for public hearing vacating streets and alleys in Taintor as October 1, 2012 at 10:00 a.m. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rozenboom to adjourn. All present voted aye. Motion carried.

Greg Gordy, Chairman
Mahaska County Board of Supervisors

ATTEST: _____
Kay Swanson, Mahaska County Auditor