

**March 20, 2015**

The Mahaska County Board of Supervisors met in special session on the above date at 3:00 p.m. in the third floor conference room of the Mahaska County courthouse. Present were the following board members: Chairman ó Mark Doland; Vice chairman ó Henry VanWeelden; Member ó Mike Vander Molen. Also present were Ken Allsup, Osky News; Emery Songer, KBOE; Brian Lockie, Renaissance Roofing; Darrell Smith, Terracon; Troy Bemis, Maintenance Director; Darin Hite, IT Coordinator; Greg DeJong and Susan Brown, Mahaska County Auditor.

Chairman Doland opened the meeting at 3:00 p.m. with a moment of silence.

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

Renaissance Roofing presented four change orders regarding courthouse roof repair project.

It was moved by Van Weelden seconded by Vander Molen to approve Change Proposal #0001 in the amount of \$4,850 adding ice and water shield to all copper flashings in roof areas where all tiles are being removed to install storm clips. All present voted aye. Motion carried.

It was moved by Van Weelden seconded by Doland to approve Change Proposal #0003 in the amount of \$29,000 for gutter liner replacement at three roof locations. VanWeelden ó aye. Doland ó nay. Vander Molen ó nay. Motion failed.

It was moved by Vander Molen seconded by VanWeelden to approve Change Proposal #0004 in the amount of \$2,500 to order 500 more matching tiles for the project. All present voted aye. Motion carried.

No action taken on Change Proposal #0002 for replacement up to 100 tiles on east and north roof areas.

It was moved by VanWeelden seconded by Vander Molen to approve the following 28E agreement between Town of Fremont and County, through the Office of the Sheriff:

This agreement, entered into by and between the Town of Fremont, 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 \$6,240.00 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 1<sup>st</sup> day of January, 2015.
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, 2014, 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, 2014, for termination of agreements in the event of a national emergency, apply to this Agreement.

By: s/Mark Doland, Chairman, Board of Supervisors

Attest: s/Susan L. Brown, County Auditor

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

Attest: \_\_\_\_\_  
Susan L. Brown  
Mahaska County Auditor

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Mark Doland  
Mahaska County Board of Supervisors