

**June 20, 2016**

The Mahaska County Board of Supervisors met in regular session on the above date at 2:00 p.m. in the third floor conference room of the Mahaska County courthouse. Present were the following board members: Chairman ó Henry VanWeelden; Vice chairman ó Mike Vander Molen and Member ó Mark Doland. Also present were Hailey Brown, Oskey Herald; Ken Allsup, Oskey News; James Ott and Eduardo Zamarripa, CRI; David Shanahan, Mahaska County Engineer; Mark Groenendyk and Susan Brown, Mahaska County Auditor.

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

Chairman VanWeelden opened the meeting at 2:00 p.m. with a moment of silence.

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

It was moved by Doland seconded by Vander Molen to approve the minutes of June 6 & 14. All present voted aye. Motion carried.

No conservation or MCARD reports presented.

It was moved by Vander Molen seconded by Doland to remove Sheila Mackaig from payroll in the treasurer's office effective June 17, 2016. All present voted aye. Motion carried.

It was moved by Doland seconded by Vander Molen to approve the wellness proposal submitted by the Mahaska County Insurance Committee. The proposal is the same as last year and the cost will be \$70 per insurance participant. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by Doland to approve the following 28E agreements. 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 1<sup>st</sup> day of August, 2016.
  7. This Agreement shall be supervised by the Mayor and Council of the Town and the Sheriff of the County.
  8. In accordance with Section 28E.7 of the Code of Iowa, 2015, 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, 2015, for termination of agreements in the event of a national emergency, apply to this Agreement.
- Dated this 7<sup>th</sup> day of June, 2016.

#### 28E Agreement

This agreement, entered into by and between the City of Eddyville, 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 ten hours per week.
3. The Town shall pay the County the sum of \$12,575.00 per year as reimbursement for expenses in relation to carrying out this Agreement.
4. The duration of this Agreement shall be for twelve months, commencing the first day of July, 2016, through June 30, 2017 and neither party may terminate it without the express written permission of the other party.

5. The City shall pay the General Fund of the County, the following schedule or the first business day thereafter:
    - a. July 1, 2016 \$3,143.75
    - b. October 1, 2016 \$3,143.75
    - c. January 1, 2017 \$3,143.75
    - d. April 1, 2017 \$3,143.75
  6. The Agreement shall commence on the 1<sup>st</sup> day of July, 2016.
  7. This Agreement shall be supervised by the Mayor and Council of the Town and the Sheriff of the County.
  8. In accordance with Section 28E.7 of the Code of Iowa, 2015, 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, 2015, for termination of agreements in the event of a national emergency, apply to this Agreement.
- Dated this 6<sup>th</sup> day of June, 2016.

It was moved by Doland seconded by Vander Molen to approve three year collective bargaining agreement with Teamsters Local 238 (Sheriff's office employees) effective July 1, 2016 through June 30, 2019 as presented. All present voted aye. Motion carried.

It was moved by Doland seconded by Vander Molen to approve contacting Century Mobile Home Park to remove mobile home at 1210 Santa Clara St owned by county from the park for destruction. All present voted aye. Motion carried.

It was moved by Doland seconded by Vander Molen to authorize signature on federal aid agreement for bridge replacement project on Elba Ave #BROS-C062(91) 8J-62. All present voted aye. Motion carried.

Engineer Shanahan gave updates on pavement and bridge projects.

It was moved by Doland seconded by Vander Molen to approve purchase of rock trailer at approximately \$38,000. All present voted aye. Motion carried.

It was moved by Doland seconded by Vander Molen to allow engineer to fill vacant position described as Maintenance/truck driver/laborer. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by Doland to approve Secondary Union contract agreement with condition that a union contract is in place past July 1, 2016.

Current union representation is in process of being decertified. All present voted aye.  
Motion carried.

It was moved by VanWeelden seconded by Doland to approve \$.50/hr raise for non-union secondary road employees effective July 1, 2016. All present voted aye.  
Motion carried.

No committee reports.

No public comments.

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

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

\_\_\_\_\_  
Henry VanWeelden  
Mahaska County Board of Supervisors