

October 6, 2008

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 – Henry W. VanWeelden; vice chairman – Greg Gordy and member – Lawrence Rouw. Also present were the following: Julie Bak, Mahaska County CPC; Paul DeGeest, Mahaska County Sheriff; Ben Hoskinson, Mahaska County IRVM Director; Jerome Nusbaum, Mahaska County Engineer; Reid Stevens, Mahaska County Engineering Department; Howard VanZante, Verlan Hauenstein, Douglas Godfrey; and Kay Swanson, Mahaska County Auditor

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

Chairman VanWeelden called the meeting to order with a moment of silence.

It was moved by Gordy seconded by Rouw to approve the agenda with the addition of the monthly report and the quarterly report for the Veterans Affairs Commission. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to approve the minutes of September 15th, 18th and 25th. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to approve the minutes of September 12th. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rouw to approve the bills for September in the amount of \$1,259,899.30 and payroll in the amount of \$472,989.82. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rouw to approve the first quarter report for fiscal year 2008-2009 for the Auditor and Sheriff. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to table the first quarter fiscal year 2008-2009 Veterans Affairs quarterly report until next board meeting. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to approve the monthly report for September for the Veterans Affairs Commission. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to have the auditor file a certificate of adjustment for parcel 06-35-100-002 due to an error in the Assessor's office. The amount of taxes to be abated is \$956.00. Vote was two aye – one nay.

It was moved by Rouw seconded by Gordy to authorize Ben Hoskinson, IRVM director to get bids for a ¾ ton pickup. All present voted aye. Motion carried.

Reid Stevens from the Engineering Department brought plans for the board to sign as previously approved for projects FM-CO62(64)—55-62 located near the intersection of V13 and Spruce St. in Barnes City, thence easterly approximately 0.35 miles in Barnes City and project FM-62(63)—55-62 beginning at the intersection of county highways T65 and G29, thence east 8.408 miles along G29 to the Keokuk county line.

Under other matters: Howard VanZante, Douglas Godfrey and Verlan Hauenstein discussed with the board and the engineer the need to fix River Road.

It was moved by VanWeelden seconded by Rouw to approve the following 28E agreement with 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 \$3,981.00 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, 2008.

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, 2007, 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 573 A of the Code of Iowa, 2007, for termination of agreements in the event of a national emergency, apply to this Agreement.

Dated this 2nd day of September, 2008.

ATTEST: s/ Joseph L. Albright
City Clerk

TOWN OF UNIVERSITY PARK
A Municipal Corporation
s/ Thomas Stone
Mayor

ATTEST:

s/ Kay Swanson
County Auditor

COUNTY OF MAHASKA, IOWA
A Political Subdivision
By: s/ Henry W. VanWeelden
Chairman, Board of Supervisors

APPROVED:
Sheriff

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

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 eight hours per week.

3. The Town shall pay the County the sum of \$3,200.00 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 August, 2008.

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, 2007, 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, 2007, for termination of agreements in the event of a national emergency, apply to this Agreement.

Dated this 3rd day of September, 2008.

ATTEST:

s/Trudy Harwell
City Clerk

TOWN OF BEACON
A Municipal Corporation
s/Shawn C. Maxwell
Mayor

ATTEST:

s/ Kay Swanson
County Auditor

COUNTY OF MAHASKA, IOWA
A Political Subdivision
s/Henry W. VanWeelden
Chairman, Board of Supervisors

The sheriff will get additional quotes to fix the stairwell on the law enforcement building.

The engineer discussed with the board the possibility of embargoing roads in Mahaska County. No action was taken today.

The matter of the update for the county website was tabled until later date.

It was moved by Rouw seconded by Gordy to go into closed session pursuant to section 21.5 (j). 10:15 a.m. Vote was Gordy – aye, Rouw – aye; VanWeelden – aye. Motion carried.

10:45 a.m. It was moved by Rouw seconded by Gordy to return to open session. Vote was Rouw – aye; VanWeelden – aye; Gordy – aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to authorize Gordy to negotiate further on the potential real estate parcel. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to adjourn today's meeting. All present voted aye. Motion carried.

Henry W. VanWeelden, Chairman
Mahaska County Board of Supervisors

ATTEST: _____
Kay Swanson, Mahaska County Auditor