

November 3, 2014

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 ó Mike Vander Molen; Vice chairman ó Mark Doland and Member ó Greg Gordy. Also present were Duane Nollen, Oskey Herald; Ginger Allsup, Oskey News; Jason Madison and Eduardo Zamarripa, CRI; Charlie Comfort, KBOE; Darrell Smith, Terracon Consultants, Inc.; Troy Bemis, Maintenance Director; Sone Scott, Mahaska County Treasurer; Charles Stream, Mahaska County Attorney; Ed Goemaat and Mike Rodwell, Secondary Road Department; Alven Meppelink and Susan Brown, Mahaska County Auditor.

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

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

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

It was moved by Doland seconded by Gordy to approve bills for October totaling \$703,182.24. All present voted aye. Motion carried.

It was moved by Gordy seconded by Doland to approve minutes from October 20th meeting. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by Doland to approve a 12 month Class C liquor license (commercial) with catering privilege and outdoor service for The Peppertree effective November 10, 2014. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by Doland to approve the following 28E agreement between Mahaska County and Marion County sheriff departments. All present voted aye. Motion carried.

28E AGREEMENT

Marion County, Iowa

And

Mahaska County, Iowa

Mutual Aid Agreement for Law Enforcement Services

Article I ó Legal Basis

Section 1. This agreement is made pursuant to Chapter 28E of the Code of Iowa 2014 between Marion County and Mahaska County, Iowa.

Article II ó Implementation of the Agreement

Section 2. No specific financing shall be required in order to effectuate this agreement.

Article III ó Commencement of Operations

Section 1. This agreement shall take effect upon adoption of the agreement by each political subdivision and the filing of the agreement as required by Chapter 28E of the Code of Iowa, with the Marion County Recorder.

Article IV ó Duration and Amendment of the Agreement

Section 1. Duration. This agreement shall be in effect from the date of approval by the Mahaska County Board of Supervisors and the Marion County Board of Supervisors and shall remain in full force and effect unless either party terminates the agreement by giving the other party thirty (30) days written notice of their intention to terminate said agreement.

Section 2. Amendment. This agreement shall be subject to amendments as agreed to by both parties hereto.

Article V ó Purpose

Section 1. The purpose of the agreement is to permit and provide assistance on a reciprocal basis (mutual aid) between the parties of this agreement for law enforcement services and to provide for the public safety of citizens of both jurisdictions.

Section 2. This agreement shall be administered by Sheriff Jason Sandholdt for Marion County and Sheriff Paul DeGeest for Mahaska County.

Article VI ó Mutual Aid Procedures

Section 1. Request for Assistance. A jurisdiction which is a party to this agreement may, when it determines that its own resources are unavailable or insufficient to meet the demands generated by a need for public safety, request such assistance as it believes is necessary in order to adequately respond to those demands. As a general rule, the determination of need and the request for assistance shall be made by the highest law enforcement official of the requesting jurisdiction or his appropriate designee. As soon as the requesting jurisdiction shall determine that the mutual aid it has received is no longer needed, it shall communicate such information to the jurisdiction(s) which provided the assistance. However in the event of an emergency or the need to provide for the safety of the public and/or peace officers, law enforcement may in their own discretion provide immediate law enforcement services.

Section 2. Response to Requests for Assistance. Upon receiving a request for mutual aid assistance, the non-requesting jurisdiction participating in the mutual aid agreement shall provide such assistance, as they deem consistent with their existing obligations. A jurisdiction providing mutual aid shall retain the right to terminate the aid at any time if it determines such action is necessary.

Section 3. Supervision of Resources. As a general rule, mutual aid resources made available to another jurisdiction will remain under the control of the jurisdiction which provided them. They may, however, be given task assignments, objectives, priorities and other directions from the jurisdiction which request them.

Article VII ó Liabilities and Expenses

Section 1. Liability and Indemnification. The public entities that are parties to this agreement shall, at all times during the terms of this agreement and thereafter, indemnify, defend and hold one another harmless against all claims expenses, including legal expenses and reasonable attorney fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim preceding, demand, expense and liability of any kind whatsoever resulting from any action or inaction related to either entity which is deemed by court of law or arbitrator not to be an action or inaction of the entity. Notwithstanding the above, each entity at all times reserves the right to retain counsel of its own to defend its respective interest.

Section 2. Expenses. A jurisdiction responding to a request for mutual aid assistance shall assume all the operating expenses incurred which relate directly to the provisions of that mutual aid. These expenses would include, but are not limited to, salaries, compensation, equipment, operating costs and fuel expenses.

Approved by the Mahaska County Board of Supervisors, Mahaska County, Iowa.

Date: 11-3-14 s/Mike VanderMolen; s/ Mark Doland; s/ Greg Gordy

Approved by the Marion County Board of Supervisors, Marion County, Iowa

Date: 09-23-14 s/Craig Agan; s/Jim Kingery; s/Mark Raymie

It was moved by Doland seconded by Vander Molen to appoint Teresa Augustine and Rudy Van Mersbergen as supervisor representatives to the Mahaska County Compensation Board terms expiring 2017. All present voted aye. Motion carried.

Troy Bemis, Maintenance Supervisor, discussed the department's structure proposing the possibility of a full time custodian rather than two part time. Matter will be addressed at new fiscal year budget work session.

Mahaska County Treasurer, Sone Scott, presented an option for rearranging a storage area in her office. She will go ahead with construction of shelving and rearranging files to accommodate the need for the area to be a possible exit.

Darrell Smith, Project Engineer for Terracon Consultants, Inc., distributed plans, bid forms and cost estimates for the courthouse roof project. The board set December 1st as the public hearing and bid opening date. Mr. Smith will forward a notice to be published.

Quotes for purchase of needed roof tile from Ludowici Roof Tile were considered. Samples of color matching tile were inspected. It was moved by Vander Molen seconded by Doland to authorize purchase of Ludo Slate Interlocking stock tile (10 squares) at a cost of \$600/square. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by Doland to approve amendment to lease with Gene Fox for storage building used by Secondary Road per their request. Landlord will bill Tenant for their portion of water and electric expense on an annual

basis at the end of the lease term or at the time the lease is terminated and Tenant agrees to pay the same. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by Doland to approve payroll change removing probationary status for Secondary Road employee Travis Johnston increasing wage to \$20.16/hr per union contract effective October 26, 2014 as recommended by Engineer. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by Doland go to closed session pursuant to Iowa Code 21.5.1c to discuss litigation. All present voted aye. Motion carried.

It was moved by Doland seconded by Gordy to go back into open session. All present voted aye. Motion carried.

It was moved by Doland seconded by Gordy to direct County Attorney Charles Stream file an answer to RUSS suit. All present voted aye. Motion carried.

It was moved by Doland seconded by Gordy to approve hiring of Greg Life as legal counsel in conjunction with county attorney for RUSS matter. All present voted aye. Motion carried.

There were no public comments.

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

Attest: _____
Susan L. Brown
Mahaska County Auditor

Michael Vander Molen
Mahaska County Board of Supervisors