

## September 6, 2011

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 Ken Rozenboom. Also present were the following: Scott Dailey, KBOE Radio; Duane Nollen, Oskaloosa Herald; Ken Allsup, Oskey News; Beth Danowsky, MCRF; Jon Swanson, Attorney; Dustin Hite; Jerome Nusbaum, Mahaska County Engineer 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 Rozenboom to approve the agenda for today's meeting. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rozenboom to approve the minutes from August 15<sup>th</sup> and 22<sup>nd</sup>. All present voted aye. Motion carried.

It was moved by Rozenboom seconded by Gordy to approve the bills for August in the amount of \$1,096,839.08. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rozenboom to approve the following 28E Agreement with the City of 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 1 day of August, 2011.
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, 2009, 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, 2009, for termination of agreements in the event of a national emergency, apply to this Agreement.

Dated this 9<sup>th</sup> day of September, 2011

ATTEST:

TOWN OF BEACON  
 A Municipal Corporation  
 BY:  
 Mayor

ATTEST: s/Kay Swanson  
 County Auditor

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

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

#### 28E AGREEMENT

This Agreement, entered into by and between the City of Eddyville, Iowa, a municipal corporation, Hereinafter called “the City”, and Mahaska County, Iowa, a political subdivision, hereinafter called “the County”, is duly authorized by Chapter 28E of the Code of Iowa.

The City 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 City 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 persons and equipment necessary therefore to said City.
  2. The said law enforcement services shall consist of patrol and traffic enforcement which shall be provided to said City for a minimum of ten hours per week.
  3. The City 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, 2011, through June 30, 2012 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:

July 1, 2011	\$3,143.75
October 1, 2011	\$3,143.75
January 1, 2012	\$3,143.75
April 1, 2012	\$3,143.75
  6. The Agreement shall commence on the 1 day of July, 2011.
  7. This Agreement shall be supervised by the Mayor and Council of the City and Sheriff of the County.
  8. In accordance with Section 28E.7 of the Code of Iowa, 2009, 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 City 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, 2009, for termination of agreements in the event of a national emergency, apply to this Agreement.
- Dated this 6<sup>th</sup> day of September, 2011

ATTEST: City Clerk

CITY OF EDDYVILLE, IOWA  
A Municipal Corporation  
BY:  
Mayor

Attest:

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

s/Kay Swanson  
County Auditor

It was moved by Gordy seconded by Rozenboom 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 1 day of July, 2011.
  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, 2009, 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, 2009, for termination of agreements in the event of a national emergency, apply to this Agreement.
- Dated this 6<sup>th</sup> day of September, 2011.

ATTEST:

TOWN OF UNIVERSITY PARK  
A Municipal Corporation

City Clerk  
ATTEST:

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

s/Kay Swanson  
County Auditor

It was moved by Rozenboom seconded by Gordy to approve the following proclamation. All present voted aye. Motion carried.

## **Constitution Week 2011**

*Whereas*, September 17, 2011 marks the two hundred and twenty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

*Whereas*, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

*Whereas*, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

*Whereas*, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as constitution week;

NOW, THEREFORE, I, Henry W. Van Weelden, Chairman of the Mahaska County Board of Supervisors do hereby proclaim September 17 through 23, 2011 to be

### **CONSTITUTION WEEK**

In Mahaska County, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Iowa on this seventeenth day of September in the year of our Lord two thousand eleven and of the Independence of the United States of America the two hundred and thirty fifth and of the Statehood of Iowa the 165<sup>th</sup>.

It was moved by Rozenboom seconded by VanWeelden to donate \$40,000.00 (\$20,000.00 in fiscal year 2012 and \$20,000.00 in fiscal year 2013) to the CAT grant for the MCRF contingent upon the MCRF getting the CAT grant. All present voted aye. Motion carried.

Chairman VanWeelden signed the Contractor's Bond project ER-CO62(74)—58-62 with the Department of Transportation.

It was moved by Gordy seconded by Rozenboom to approve the application/agreement for Horizontal Curve Sign Program with the Iowa Department of Transportation. All present voted aye. Motion carried.

The engineer discussed the matter of the shop in Fremont with the board. They need to expand the building. The engineer will discuss with the City of Fremont.

9:32 a.m. It was moved by Gordy seconded by Rozenboom to go into closed session pursuant to Iowa Code Section 21.5 (1)i. Roll call vote: Gordy – aye; Rozenboom – aye; VanWeelden – aye. Motion carried.

10:02 a.m. It was moved by Gordy seconded by Rozenboom to return to open session. Roll call vote: Rozenboom – aye; VanWeelden – aye; Gordy – aye. Motion carried.

It was moved by Rozenboom seconded by Gordy to allow unpaid leave to secondary road employee Merlin Hite retroactive to August 2, 2011 under county policy for unpaid leave and to be reviewed under that policy. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rozenboom to open the public hearing for Ordinance #131. Roll call vote: VanWeelden – aye; Gordy – aye; Rozenboom – aye. Motion carried. Ordinance #131 relates to the redistricting of voting precincts. There were no written or oral comments.

It was moved by Rozenboom seconded by Gordy to close the public hearing. Roll call vote: Gordy – aye; Rozenboom – aye; VanWeelden – aye. Motion carried.

It was moved by Gordy seconded by Rozenboom to approve the first reading of Ordinance #131 Redistricting of voting precincts. Roll call vote: Rozenboom – aye; VanWeelden – aye; Gordy – aye. Motion carried.

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

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Henry W. VanWeelden, Chairman  
Mahaska County Board of Supervisors

ATTEST: \_\_\_\_\_  
Kay Swanson, Mahaska County Auditor