

**September 15, 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; Ken Allsup, Oskey News; Charlie Comfort, KBOE; Jason Madison and Eduardo Zamarripa, CRI; Deann DeGroot, MCARD; Troy Bemis, Maintenance Director; Andrew Jenson, MCDG; Dave Shanahan, Mahaska County Engineer; Lawrence Rouw; 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 minutes of September 2<sup>nd</sup> meeting with the removal of Supervisor Gordy's signature line on the publishing of Ordinance #32. All present voted aye. Motion carried.

Conservation Dept and Sanitarian Dept reports were not presented today.

Deann DeGroot, MCARD, gave monthly report and it was placed on file.

It was moved by Vander Molen seconded by Doland to add Amber Rivera to payroll as Asst. Mahaska County Attorney effective September 4<sup>th</sup>, 2014 at a salary of \$45,000 with full benefits for a probationary period of 90 days. Upon satisfactory completion of 90 day period request will be made to increase salary to \$47,500. All present voted aye. Motion carried.

It was moved by Doland seconded by Gordy to approve the following 28E agreements as recommended by Sheriff. 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, 2014, through June 30, 2015 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, 2014 \$3,143.75  
October 1, 2014 \$3,143.75  
January 1, 2015 \$3,143.75  
April 1, 2015 \$3,143.75
6. The Agreement shall commence on the 1st day of July, 2014.
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, 2013, 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, 2013, for termination of agreements in the event of a national emergency, apply to this Agreement.

Dated this 2nd day of September, 2014.

CITY OF EDDYVILLE, IOWA

A Municipal Corporation

Attest: s/Katie Smith, City Clerk

BY: s/John Simmers, Mayor

COUNTY OF MAHASKA, IOWA

A Political Subdivision

Attest: s/Susan L. Brown, County Auditor  
of Supervisors

s/Michael Vander Molen, Chairman, Board

APPROVED: s/Paul R. DeGeest, Sheriff

## 28E AGREEMENT

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 1st day of July, 2014.
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, 2013, 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, 2013, for termination of agreements in the event of a national emergency, apply to this Agreement.

Dated this 2nd day of September, 2014.

TOWN OF UNIVERSITY PARK

A Municipal Corporation

Attest: s/Joseph L. Albright, City Clerk

BY: s/Geoge Toubekis, Mayor

COUNTY OF MAHASKA, IOWA

A Political Subdivision

Attest: s/Susan L. Brown, County Auditor   s/Michael Vander Molen, Chairman, Board  
of Supervisors

APPROVED: s/Paul R. DeGeest, Sheriff

It was moved by Vander Molen seconded by Doland to approve Ordinance #70 adopting Mahaska County's code of ordinances currently in effect. Vander Molen ó aye. Doland ó aye. Gordy ó nay. Motion carried.

**Mahaska County Ordinance #70**

Ordinance readopting the code of ordinances of Mahaska County, Iowa.

Be it enacted by the Board of Supervisors of Mahaska County, Iowa:

01. Purpose                              02. Adoption of Mahaska County Code of 2014  
03. Code of Ordinances   04. Effective Date

01. Purpose. Iowa Code Section 331.302(9) requires that every five years a County shall compile its Code of Ordinances.

02. Adoption of Mahaska County Code of 2014. The following Ordinances have been previously adopted and enacted into law and were duly published as a law provides. They are stated herein by subject matter and by number as shown in the newly enacted code and shall comprise the Mahaska County Code of Ordinances:

Ordinance 10: an Ordinance providing for the partial exemption from property taxation of certain property.

Ordinance 11: an Ordinance allowing the County and Cities to purchase tax sale certificates.

Ordinance 12: an Ordinance establishing court-appointed attorney fees.

Ordinance 13: an Ordinance establishing Assessment of Wind Energy Properties.

Ordinance 20: an Ordinance establishing area service system B road classification.

Ordinance 21: an Ordinance establishing area service system C road classification.

Ordinance 22: an Ordinance establishing road maintenance policy.

Ordinance 23: an Ordinance providing for utility line permits.

Ordinance 30: an Ordinance regarding groundwater protection and solid waste disposal.

Ordinance 31: an Ordinance providing rules for on-site wastewater treatment and disposal.

Ordinance 32: an Ordinance regulating residential building construction.

Ordinance 33: an Ordinance providing flood plain management.

Ordinance 34: an Ordinance regarding hazardous substances.

Ordinance 40: an Ordinance establishing a Cemetery commission.

Ordinance 41: an Ordinance providing for County relief.

Ordinance 50: an Ordinance forbidding use, manufacture, or delivery of drug paraphernalia.

Ordinance 51: an Ordinance regulating the parking of vehicles on County roads.

Ordinance 52: an Ordinance regulating smoking on the premises of the Mahaska County Courthouse.

Ordinance 60: an Ordinance establishing voting precincts in Mahaska County.

Ordinance 70: an Ordinance adopting the Mahaska County Code of Ordinances.

03. Code of Ordinances. Copies of the Code as adopted herein shall be on file and available for public inspection in the Office of the Mahaska County Auditor in the Mahaska County Courthouse, Oskaloosa, Iowa.

04. Effective Date: This Ordinance shall be effective after its final passage, approval and publication as provided by law.

It was moved by Vander Molen seconded by Doland to approve a temporary construction easement for work being done on Kirby Ave and 238<sup>th</sup> St. All present voted aye. Motion carried.

Board reviewed report on courthouse roof evaluation. It was moved by Vander Molen seconded by Doland to direct Terracon Consultants, Inc. to prepare bid and contract documents for courthouse roof repair that includes using screws and adhesive; with one set of documents including hurricane clips and one set without. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by Doland to authorize Troy Bemis to procure tile for the courthouse roof repair. All present voted aye. Motion carried.

Committee Reports: Supervisor Vander Molen reported Mahaska Development Partners are doing some planning and coordinating with various community groups. May need a supervisor appointed to the group in the future. Four county members of RUSS denied the bond resolution presented to all members recently.

There were no public comments.

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

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Attest: \_\_\_\_\_

Susan L. Brown  
Mahaska County Auditor

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Michael Vander Molen  
Mahaska County Board of Supervisors