

July 20, 2015

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 Mark Doland; Vice chairman ó Henry VanWeelden; Member ó Mike Vander Molen. Also present were Duane Nollen, Osky Herald; Ginger Allsup, Osky News; Emery Songer, KBOE; Jason Madison, Eduardo Zamarripa, Shane Moore, CRI; R.D. Keep, The Sun; Dave Sedivec, Mahaska County Conservation Director; John Hansen, Midwest Construction; Kathleen Hennings, Amie Davidson, DNR; Dave Shanahan, County Engineer; Randy Pleima, Mahaska Rural Water; Jon Sullivan; Heather Gross, Julie Bak, Mid-Iowa Behavioral Health; Eric Dursky, Mahaska Co Sanitarian; Ben Hoskinson, Mahaska Co IRVM; Darin Hite, IT Coordinator; Alven Meppelink; and Susan Brown, Mahaska County Auditor.

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

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

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

It was moved by Vander Molen seconded by VanWeelden to approve minutes from July 6th meeting. All present voted aye. Motion carried.

Dave Sedivec, Conservation Director, presented monthly report and it was placed on file. Sedivec and John Hansen of Midwest Construction also updated the board on the Environmental Learning Center project cost updates and plans for funding.

Kathleen Hennings, Iowa DNR, gave a presentation on establishing a Regional Collection Center in Mahaska County for household hazardous waste materials. There is grant assistance available. Action was tabled to next meeting.

It was moved by Vander Molen seconded by VanWeelden to approve the following resolution. All present voted aye. Motion carried.

Resolution #2015-07-23

A Resolution to Approve Agreement with Iowa DOT for a Living Roadway Trust Fund Grant for Counties

BE IT RESOLVED BY THE MAHASKA COUNTY BOARD OF SUPERVISORS to:

Section 1. Approve the agreement with the Iowa DOT for a Living Roadway Trust Fund Grant for a spading machine; and

Section 2. Authorize the Chairperson of the Board of Supervisors to execute the agreement on behalf of the County.

PASSED, APPROVED AND ADOPTED this 20th day of July, 2015.

s/Mark Doland, Chairman, Mahaska County Board of Supervisors

Attest: s/Susan L. Brown, Auditor

It was moved by Vander Molen seconded by VanWeelden that dissolution of Lynndana Sanitary Sewer District is warranted for the best interest of the public. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by VanWeelden to approve the following 28E agreement as presented with Mahaska Rural Water for administration of sewer district. All present voted aye. Motion carried.

Joint Agreement for the
Erection, Maintenance and Operation of
Plants and Systems for Sanitary Sewer Service

THIS AGREEMENT made and excuted on the 20th of July, 2015 by and between Mahaska Rural Water System (hereinafter referred to as "MRWS") and the Board of Supervisors of Mahaska County, Iowa (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, MRWS is organized and established under the provisions of Chapter 331, Code of Iowa, is authorized to erect, maintain and operate plants and systems for sanitary sewer services; and

WHEREAS, the County desires to enter into an agreement with MRWS to provide sanitary services for the residents of the unincorporated area call Lynndana Acres Sewer District.

WHEREAS, the parties desire to enter into a joint agreement as authorized by Chapter 28E, Code of Iowa, with respect to the financing, construction, operation and maintenance of such services facilities; and

WHEREAS, by Resolutions adopted by the parties hereto, the provisions of this agreement have been approved by the members of the Board of Supervisors of the County and the Board of Directors of MRWS, and the execution of this agreement duly authorized.

NOW, THEREFORE, IT IS AGREED:

Section 1: PURPOSE. The purpose of the agreement is to set forth the terms and conditions under which the parties will obtain the necessary funding and do any and all things necessary for the erection, maintenance and operation of plants and systems necessary for sanitary sewer services including the collection, treatment and disposal of sewage and liquid waste (the "Project").

Section 2: ADMINISTRATOR. No separate legal or administrative entity shall be established in order to administer this agreement or the Project. MRWS is hereby designated as administrator for the joint and cooperative undertaking as required by Section 28E.6, Code of Iowa.

Section 3: OWNERSHIP AND OPERATION OF SYSTEM. Unless otherwise agreed, plants and systems for providing sanitary sewer services, any and all easements and real estate, and all improvements thereto which as acquired, constructed, or installed for the Project shall

become and remain the property of MRWS. Once constructed, it shall be the duty of MRWS to operate and maintain the entire sanitary sewer system, including the collection, treatment and disposal of sewage and liquid waste.

Section 4: USE OF SYSTEM. The County agrees to adopt and enforce such ordinances as may be required to regulate the use of the entire sanitary sewer system, including but not limited to the installation and connection of building sewers, the discharge of water and waste into the system, mandatory connections to the system and provide penalties for violation thereof.

Section 5: FEES AND CHARGES. As long as this agreement is in effect, MRWS shall establish rates or charges to consumers of the services of the sanitary sewer system sufficient in each year for the payment of the proper and reasonable expenses of the operation and maintenance of the sanitary sewer system and for the payment of principal and interest on any bonds or other obligations issued to pay for initial construction and subsequent improvements to the sanitary sewer system as the same fall due and to provide for the creation of reserves as required by said obligations. Net revenues shall be maintained at a level sufficient to satisfy sound operations and borrowing practices.

Section 6: NONPAYMENT. The county agrees and authorizes the County Auditor to collect all member charges not paid within sixty days after the due date when submitted by MRWS to the Auditor and shall be collectible in the same manner as taxes.

Section 7: DURATION. This agreement shall become effective from and after the date on which it is recorded with the Iowa Secretary of State and County Recorder, and shall continue in effect until terminated in the manner hereinafter provided.

Section 8: TIME IS OF THE ESSENCE. Time is of the essence in this contract.

Section 9: SEVERABILITY. If any one or more of the provisions of this agreement are declared unconstitutional or contrary to law, the validity of the remainder thereof shall not be thereby affected.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

s/MRWS President & Secretary

s/Mark Doland, Chairman, Mahaska Co Supervisors

It was moved by Vander Molen seconded by VanWeelden to accept 4th quarter reports of Veterans Affairs and Recorder along with Treasurer's semi-annual and annual reports. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Vander Molen to change Jordan Redlinger's payroll status to full time jailer effective July 22, 2015. Starting wage will be \$26,000/yr. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by VanWeelden to cancel outstanding disbursements for fiscal year 13/14 in the amount of \$85.46. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by VanWeelden to accept third reading of Ordinance #14 regarding tax increment financing in connection with the NW Urban Renewal Plan. The ordinance will be in effect after publishing. All present voted aye. Motion carried.

It was moved by VanWeelden that Mahaska County be a part of the 28E agreement for the Cedar Creek Watershed that is in the process of being formed. Motion died for lack of second.

A request for proposal has been drafted concerning use of Mahaska County's residential care facility on Ford Ave. The county attorney will review and it will be considered at next meeting.

Board will not waive March 15 union negotiation deadline for SEIU Local 199.

State DHS office has not responded to letter sent to them in early July regarding Mahaska and Marion County needing to submit a plan to join an existing contiguous mental health region by August 1. The board scheduled a special meeting for Wednesday afternoon (7/22) at 1:30 to discuss options.

Short term office space for Adult Probation will not be needed.

Committee reports: A request will be made to the Board of Health for meeting minutes.

Public comments: Alven Meppelink asked questions about the Hazardous Waste disposal item.

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

Attest: _____
Susan L. Brown
Mahaska County Auditor

Mark Doland
Mahaska County Board of Supervisors