

April 18, 2018

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 Henry VanWeelden; Vice chairman ó Mark Groenendyk and Member ó Mark Doland. Also present were Amanda DeVore, CRI; Ken Allsup, Oskey News; Angie Holland, Oskey News; Troy Bemis, Maintenance Director; Brian Rainey, Sheriff office; Dave Shanahan, Engineer; Brad Reiman, Bearance; Ben Hoskinson, IRVM; Larry Lewis; Steve Wanders and Susan Brown, Mahaska County Auditor. Communications Research Institute of William Penn University filmed this meeting.

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

It was moved by Groenendyk seconded by Doland to approve agenda. All present voted aye. Motion carried.

Public Comments: None

It was moved by Doland seconded by Groenendyk to approve minutes of April 4 meeting. All present voted aye. Motion carried.

It was moved by Groenendyk seconded by Doland to approve change for Terri Menninga in Attorney's office. Hourly rate through June 30, 2018 will be \$27.26. Hourly rate for FY19 will be \$28.62 continuing with a 56 hr/per pay period schedule. All present voted aye. Motion carried.

It was moved by Groenendyk seconded by Doland to accept 3rd quarter reports from recorder and veteran's affairs. All present voted aye. Motion carried.

It was moved by Doland seconded by Groenendyk to approve six-month Class B (Beer) liquor license for Eddyville Raceway Park effective May 3, 2018. All present voted aye. Motion carried.

It was moved by Groenendyk seconded by Doland to approve the following two 28E agreements. 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 men 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 60 hours per month.
3. The City shall pay the County the sum of \$18,862.00 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, 2018, through June 30, 2019 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:
 - a. July 1, 2018 \$4,715.50
 - b. October 1, 2018 \$4,715.50
 - c. January 1, 2019 \$4,715.50
 - d. April 1, 2019 \$4,715.50
6. The Agreement shall commence on the 1st day of July, 2018.
7. This Agreement shall be supervised by the Mayor and Council of the City and the Sheriff of the County.
8. In accordance with Section 28E.7 of the Code of Iowa, 2017, 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 State and cause a copy hereof to be recorded with the County Recorder.
10. The provisions of Chapter 573A of the Code of Iowa, 2017, for termination of agreements in the event of a national emergency, apply to this Agreement.

Dated this 18th day of April, 2018.

28E Agreement

This agreement, entered into by and between the Town of Fremont, 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 \$6,240.00 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, 2018.
 7. This Agreement shall be supervised by the Mayor and Council of the Town and the Sheriff of the County.
 8. In accordance with Section 28E.7 of the Code of Iowa, 2017, 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, 2017, for termination of agreements in the event of a national emergency, apply to this Agreement.
- Dated this 18th day of April, 2018.

It was moved by Doland seconded by Groenendyk to accept the lowest of five bids for Law Enforcement Center roof improvements and the only bid for Law Enforcement Center masonry improvements. Christner Contracting, Inc. was low bid for roof at \$194,640.00. Bi State Masonry bid for masonry work at \$658,658.00. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Groenendyk to trade 93 trail king dump trailer to Jim Hawk Truck Trailers for 2019 Construction Trailer tandem bottom dump trailer. With \$5,000 for trade ó cost will be \$28,400. All present voted aye. Motion carried.

Engineer directed to get quotes for tractor and boom mower and for both a rubber tired and a track excavator with forestry head.

9:15 am - It was moved by Doland seconded by Groenendyk to go into public hearing regarding Ordinance #26. No comments were expressed. It was moved by Groenendyk seconded by Doland to go out of public hearing. Second reading will be on next agenda May 2.

It was moved by Doland seconded by Groenendyk to approve inclusion for compliance, in the Mahaska County Employee Health Plan, the new guidelines for group plans in regards to the Mental Health Parity and Addiction Equity Act. All present voted aye. Motion carried.

Brad Reiman, Bearence Management Group, presented the board with proposals for the employee health plan effective July 1, 2018 through June 30, 2019. It was moved by Groenendyk seconded by Doland to approve renewal of all employee health insurance plans as presented: National Insurance Services ó life; Wellmark ó medical; Ameritas ó dental & vision; Ceridian ó COBRA administration services; Wellmark ó stop loss remains at \$50,000. All present voted aye. Motion carried.

Committee reports: Supervisor VanWeelden and Conservation Director attended recent Greenbelt Advisory Board meeting. Will need to consider ongoing inclusion in the group as very little of Mahaska Co is included. Supervisor Groenendyk reminded of scheduled special board meeting this evening with EMA representatives invited. Supervisor Doland reported regional 40 hour CIT training is being brought to Oskaloosa April 23-27.

Public Comments: None

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

Attest: _____
Susan L. Brown
Mahaska County Auditor

Henry VanWeelden
Mahaska County Board of Supervisors