# October 6, 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, Osky Herald; Ken Allsup, Osky News; Jason Madison and Eduardo Zamarripa, CRI; Randy Frazier, Mahaska County E911 Director; Paul DeGeest, Mahaska County Sheriff; Mark Neff, Oskaloosa Fire Chief; Troy Bemis, Maintenance Director; Brian Knudtson, GIS Department; Ed Goemaat and Mike Rodwell, Secondary Road Department 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 todayøs meeting with the addition of the word õpotentialö to the closed session item. All present voted aye. Motion carried.

It was moved by Doland seconded by Gordy to approve bills for September totaling \$1,040,919.26. All present voted aye. Motion carried.

It was moved by Doland seconded by Gordy to approve minutes from September 15<sup>th</sup> meeting. All present voted aye. Motion carried.

It was moved by Gordy seconded by Doland to approve adding JoAn Huggins effective September 17, 2014 to payroll part time in the Auditor® office during election season, approximately eight weeks, at a rate of \$8.00/hour. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by Doland to accept 1<sup>st</sup> quarter reports filed from the offices of Auditor, Veterans Affairs and Sheriff. All present voted aye. Motion carried.

It was moved by Gordy seconded by Doland to approve the following 28E agreement between Mahaska County Sheriff and 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 õthe Townö, and Mahaska County, Iowa, a political subdivision, hereinafter called õthe Countyö, 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 1st day of August, 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 9th day of September, 2014.

# TOWN OF BEACON

A Municipal Corporation

Attest: s/Jill Finneman, City Clerk BY: s/Jim Hughes, 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 Doland seconded by Vander Molen to approve the following revised 28E between Mahaska County and Marion County regarding Mid-Iowa Behavioral Health Region. Revisions were required by state. Mike Vander Molen ó aye; Mark Doland ó aye; Greg Gordy ó nay. Motion carried.

#### 28E AGREEMENT FOR MID-IOWA BEHAVIORAL HEALTH REGION

This Agreement is made and entered into by, between and among the undersigned counties, each having adopted this Agreement by resolution of its Board of Supervisors, and hereby join together to voluntarily form a public body corporate and politic and separate legal entity under Iowa Code Chapter 28E, and amendments thereto, known as the Mid-Iowa Behavioral Health Region.

#### SECTION 1: IDENTITY OF THE PARTIES

(See Iowa Code §331.392(2)(d) (2013))

The undersigned counties are political subdivisions and constitute õpublic agenciesö as defined in Iowa Code section 28E.2. The initial member counties are: Mahaska and Marion. County membership may, however, change from time to time as provided in this Agreement and the current member counties at any time shall be referred to as the õmember countiesö in this Agreement.

#### **SECTION 2: PURPOSE AND GOALS**

(See Iowa Code §331.392(2)(a) (2013))

The member counties entered into this 28E Agreement to create a mental health and disability service Region as described in the Iowa Code to provide local access to mental health and disability services for adults and to engage in any other related activity in which an Iowa 28E organization may lawfully be engaged.

#### **SECTION 3: TERM AND TERMINATION**

(See Iowa Code §331.392(2)(e) (2013))

# 3.1 Term

This Agreement shall be effective when the undersigned initial member counties, as listed in Section 1 execute this Agreement and this Agreement is filed with the Iowa Secretary of State as required by Iowa Code Section 28E.8 (the õEffective Dateö).

# 3.2 Termination

The term of this Agreement shall be perpetual, unless terminated by:

- a) a repeal or amendment of the Iowa Code sections that result in the elimination of a statutory requirement for mental health services to be provided through a regional format and a majority of the member counties approve termination of the region; or
- b) unanimous vote by each member county.

# 3.3 Wind Down of Region

In the event the Agreement is terminated as provided in Section 3.2, the Governing Board shall begin winding down the Region. If all the requirements in Section 3.2 are met by or on December 1<sup>st</sup> of any year, then this Agreement will terminate effective for the succeeding June

30<sup>th</sup>. If all the requirements in Section 3.2 are met after December 1<sup>st</sup> of any year, then this Agreement will terminate effective one calendar year from the succeeding June 30<sup>th</sup>.

## 3.4 Distribution of Assets

(See Iowa Code §331.392(4)(d) (2013))

In the event this Agreement is terminated and the Region is dissolved, all real property of the Region shall be sold for fair market value and the proceeds shall be distributed to the member counties on the basis the real property was contributed by each member county. All other assets shall be distributed as described in Section 7.1(h).

#### **SECTION 4: GOVERNANCE**

(See Iowa Code §331.392(2)(b) (2013))

# 4.1 <u>Governing Board Directors</u>

The Governing Board of Directors shall contain the following Directors:

- a) Each member county shall appoint one of its supervisors to serve as a Director on the Governing Board. The Board of Supervisors of each member county shall select its Director and he or she shall serve indefinitely at the pleasure of the county appointing the Director, until a successor is appointed, or until the earlier death, resignation, or the end of such personos service as a county supervisor. Any Director appointed under this section may be removed for any reason by the county appointing the Director, upon written notice to the Regionos Governing Board, which notice shall designate a successor Director to fill the vacancy. (See Iowa Code §331.390(2)(a) (2013))
- b) Each member county shall appoint one of its supervisors to serve as an alternate Director on the Governing Board. The alternate Director shall only serve in the event the appointed Director is absent from a meeting, and shall maintain all rights and responsibilities as the appointed Director on the Governing Board.
- c) At least one individual who utilizes mental health and disability services, or is an actively involved relative of such an individual. This Director shall be appointed by the advisory committee described in Section 4.8, with such appointment to become effective upon approval by the Governing Board of the Region. This Director shall serve as an exofficio, non-voting Director. This Director shall serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two year terms. A Director can be reappointed for one or more additional terms. (See Iowa Code §331.390(2)(b) (2013))
- d) At least one individual representing service providers in the Region. This Director shall be appointed by the advisory committee described in Section 4.8, with such appointment to become effective upon approval by the Governing Board of the Region. This Director shall serve as an ex-officio, non-voting Director. This Director shall serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two year terms. A Director can be reappointed for one or more additional terms. (See Iowa Code §331.390(2)(d) (2013))

# 4.2 <u>Director Vacancies</u>

- a) County-Appointed Directors: If a vacancy occurs during the term of a county-appointed Director, due to death, resignation, or end of service as a county supervisor of such Director, the vacancy shall be filled within thirty (30) calendar days of its occurrence by the county having the right of appointment.
- b) Committee-Appointed Directors. If a vacancy occurs during the term of a committee-appointed Director, due to death or resignation of such Director, the vacancy shall be filled within thirty (30) calendar days of its occurrence by the committee having the right of appointment. Such appointment to fill a vacancy shall become effective upon the approval of the Governing Board of the Region.

# 4.3 <u>Voting Procedures for Governing Board Members</u>

Each county-appointed Director shall have one (1) vote. A quorum must be present in order for the Governing Board to take action. A quorum shall be a majority of the county-appointed Directors. The Governing Board shall take action by approval from the majority of the Directors present. Voting shall be done by roll call vote. Proxy voting will not be allowed; however, a Governing Board Director may attend via electronic means and be considered present for purposes of quorum and voting. The Governing Board shall meet a minimum of quarterly each year.

#### 4.4 Board Officers

- a) The Governing Board shall organize itself and at its initial meeting elect a Chair and Secretary. Thereafter, at the first meeting each calendar year, the Governing Board shall elect a Chair and Secretary for the next ensuing one (1) calendar year. The Chair and Secretary can be re-elected for one or more additional terms. The Chair shall preside at the Boardon meetings, preserve order and enforce this Agreement. The Secretary shall keep minutes of all Board meetings.
- b) In the event an additional county is added to the Region, a Vice Chair shall also be elected by the Governing Board at the first meeting following addition of the new County. Thereafter, at the first meeting each calendar year, the Governing Board shall elect a Vice-Chair for the next ensuing one (1) calendar year. The Vice-Chair can be re-elected for one or more additional terms. The Vice-Chair shall assist the Chair. During the temporary absence or disability of the Chair, the Vice-Chair shall discharge the duties of the Chair. Should the Chair be permanently absent or disabled, the Vice-Chair shall succeed to the office of the Chair.

#### 4.5 Powers of the Governing Board

Except as otherwise provided in this Agreement, the Region shall be under the direction and control of the Governing Board and the Chief Executive Officer. The Governing Board shall have each and all of the following powers:

- a) To contract with any public or private entity to provide all necessary services;
- b) To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
- c) To establish a system of accounting and budgeting, and a system for receiving payments;
- d) To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement;
- e) To sue and be sued;

- f) To make and enforce bylaws or rules and regulations for the management and operation of the Regionøs business and affairs;
- g) To do and perform any acts authorized by the Code of Iowa, under, through or by means of its officers, agents and employees, or by contracts with any person or entity;
- h) To consult with representatives of Federal, State and local agencies and departments, and their officers and employees, and to contract with such agencies and departments;
- i) To receive funds from each member county as set forth in this Agreement;
- j) To accept grants, contributions or loans from Federal, State or local agencies;
- k) To establish the times and places for business meetings and educational conferences, and set agendas for those meetings and conferences;
- l) To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement;
- m) To participate in the planning and implementation of the Strategic Plan for the Region;
- n) To adopt such policies, rules, regulations and actions not inconsistent with law or this Agreement; and
- o) To review, approve or disapprove the budget and to oversee expenditures from that budget.

# 4.6 <u>Delegation as Necessary</u>

The Governing Board by unanimous vote may delegate any of the powers noted in Section 4.5 to the Chief Executive Officer or staff of member counties serving the Region as the Governing Board deems necessary. Such delegation may be revoked by any county appointed Director at any time.

# 4.7 Appointment of Committees

Members of any committee of the Region shall be appointed by the Governing Board. Committee members shall serve indefinitely at the pleasure of the Governing Board, until a successor is appointed, or until the earlier death or resignation of such committee member. The Governing Board may take action to create additional committees for various other purposes as it deems appropriate.

# 4.8 <u>Advisory Committee</u>

(See Iowa Code §331.392(2)(i) (2013))

The advisory committee, as appointed by the Governing Board, shall have at least 5 members. The committee members shall be: individuals who utilize services or actively involved relatives of such individuals; service providers; and other identified by the Governing Board. The Governing Board will be represented at advisory committee meetings by the Chief Executive Officer who will report back to the Governing Board at its quarterly meetings. The mechanism through which the Governing Board appoints members will be through a formal Regional Stakeholder meeting consisting of service providers, individuals who utilize services, or actively involved relative of such individuals, and any other categories of persons identified by the Governing Board.

# 4.9 <u>Methods for Dispute Resolution</u>

(See Iowa Code §331.392(2)(g) (2013))

An internal dispute which cannot be resolved shall mean any action which the Region must take and for which no agreement on the particular action to be taken has been determined through the process set forth under this Agreement and such determination of action has remained unresolved for 30 calendar days.

In the event an internal dispute arises amongst or between the Governing Board members, the Chief Executive Officer or any of the member counties, which cannot be resolved, the following dispute resolution shall be used:

- a) Mediation conducted pursuant to Chapter 679C of the Iowa Code;
- b) If after which the dispute remains unresolved, arbitration shall be conducted pursuant to Chapter 679A of the Iowa Code.

This section applies only to the business of this Mid-Iowa Behavioral Health Region. Such arbitration award shall be final and binding on all parties.

# **SECTION 5: MEMBER COUNTIES**

# 5.1 <u>Specification, Requirements, Obligations, Expectations of Member Counties</u> (See Iowa Code §331.392(3)(c) (2013))

The member Counties agree to the following:

- a) To offer core services as established by state rule or regulation and implement evolving services as the member counties sees fit.
- b) Each member county may provide additional services in addition to paragraph (a) above as directed by the board of supervisors of that county only to the extent that Regional expenses and financial obligations are met prior to approval of said additional services.
- c) When requested by The Chief Executive Officer for a particular service (e.g., legal opinions, financial reports and the like), member counties may make those services available to the Region on a reimbursable basis.
- d) To respond to reasonable requests to make local records available to the Region for the purposes of this Agreement.
- e) To contribute funds as required by this Agreement for the services to be provided by the Region.

# 5.2 <u>Decisions that Require Member County Votes</u>

The Governing Board shall not have authority to, and they covenant and agree that they shall not, do, or cause the Region to do, any of the following acts without the prior consent of the Boards of Supervisors of all of the member counties:

- a) Permit any new member counties;
- b) Remove any member county (other than a voluntary withdrawal of a county as provided below);
- c) Terminate or amend this Agreement;
- d) Dissolve the Region; or
- e) Set tax levies.

# 5.3 Member County Voting Procedure

Any question related to the issues listed in Section 5.2 above may be presented to the member counties by resolution of the Governing Board of the Region by first adopting a recommendation on the issue and then submitting it to the individual member counties. A separate explanation of the reasons for the recommendation shall be included. Each member county must vote upon the

proposal by resolution of its Board of Supervisors and submittal of a certified copy of this resolution to the Regionøs Governing Board Chair. This resolution shall be submitted within thirty (30) calendar days of the date that the County received a copy of the proposal. If a resolution is not submitted within thirty (30) calendar days, it shall be deemed a refusal.

Any question related to the issues listed in Section 5.2 may also be decided by the member counties respective Board of Supervisors without previous approval and recommendation of the Regional Governing Board.

# 5.4 <u>Additional Member Counties</u>

(See Iowa Code §331.392(2)(f) (2013))

If a county wishes to become a member county of the Region after the Effective Date, the county must make a written request to the Region Governing Board. Such request will then be addressed through the Member Voting Procedure set forth in Sections 5.2 and 5.3. If a new county request is approved through such procedure, such new membership will not become effective until:

- a) the county provides a signature page to this Agreement and a resolution from its Board of Supervisors that it agrees to abide by the terms of this Agreement as set out herein and possess legal power and authority to do so; and
- b) If the new county's request has been properly approved, and it has submitted the documentation in Section 5.4(a) prior to December 1<sup>st</sup>, then such membership shall become effective on July 1<sup>st</sup> of the next fiscal year. If all of these requirements are not met until after December 1<sup>st</sup>, then such membership shall become effective on July 1<sup>st</sup> of the subsequent fiscal year.

# 5.5 Member County Withdrawal/Removal

(See Iowa Code §331.392(2)(h) (2013))

- a) Any member county, by resolution of its Board of Supervisors, may withdraw from the Region by giving written notice to the Governing Board of the Region no later than December 1<sup>st</sup> prior to the end of the fiscal year the withdrawal will be effective. Withdrawal shall not relieve the withdrawing member county of the obligation to pay its share of the expenses of the Region incurred during the fiscal year in which the withdrawal occurs and any other past due amounts. Services of the Region shall continue to be provided to the withdrawing member county until the date of withdrawal, so long as such member county remains in good standing as provided in Section 5.6 below. Upon withdrawal, member counties shall receive their share of assets as determined by the process of Section 7.1(h).
- b) If the Governing Board feels it is in the best interest of the Region for a member county to be removed from the Region, for any reason other than failure to make a payment to the Region, the Governing Board will pass a resolution to that effect and proceed under the Member Voting Procedure set forth in Section 5.3 for all remaining counties in the Region, except the county recommended for removal. A unanimous vote by all remaining counties in the Region will be required for removal to occur.

# 5.6 <u>Suspension of Voting Rights and Services</u>

In the event any member county fails to make a payment to the Region as required under this Agreement for 30 calendar days after such payment is requested in writing, then the member county will be deemed delinquent. During any period of delinquency, such member county shall

not be entitled to the services of the Region, nor shall the member county be entitled to vote on matters coming before the Governing Board, unless such delinquency shall be waived by a unanimous vote of the remaining members of the Governing Board. Every effort will be made by the Governing Board members to work with the member county Board of Supervisors to remedy the county deficit. If the deficit is not cured within a year, the Governing Board may take action to remove the member county. During a period of suspension of a member county, the Governing Board shall not take any action or vote on any matter which would financially obligate the suspended member county.

# **SECTION 6: STAFF**

# 6.1 Selection Process for Chief Executive Officer

(See Iowa Code §331.392(2)(c) (2013))

The Governing Board shall have sole authority to hire, supervise the work activities and terminate the employment of the Chief Executive Officer for the Region.

# 6.2 <u>Performance Evaluation of Chief Executive Officer</u>

(See Iowa Code Section 331.392(3)(a) (2013))

The Governing Board shall conduct an annual evaluation of the Chief Executive Officer. The Governing Board may also conduct additional evaluations of the Chief Executive Officer at their leisure.

# 6.3 General Functions and Responsibilities of Staff

(See Iowa Code Section 331.392(3)(b) (2013))

The Region intends to employ or contract for staff for the following functions and responsibilities:

- a) Communications;
- b) Strategic Plan Development;
- c) Budget Planning and Financial Reports;
- d) Operations ó personnel, benefits, space, training, etc.;
- e) Risk Management;
- f) Compliance and Reporting;
- g) Service Processing, Authorization and Access;
- h) Provider Network- development, contracting, quality and performance;
- i) Payment of Claims;
- j) Quality Assurance;
- k) Appeals and Grievances;
- 1) Information Technology; and
- m) Other Duties as assigned by the Governing Board.

The Chief Executive Officer and other employees shall become regional employees and will receive salary and benefits as approved by the Governing Board through the county acting as fiscal agent for the Region.

Regional services will be billed to counties that use them and reimbursed to counties that provide them.

Staff shall include one or more Coordinators of Disability Services as shall be determined by the Governing Board. (See Iowa Code §331.390(3)(b) (2013))

#### **SECTION 7: REGION FINANCES**

(See Iowa Code §331.391 (2013))

# 7.1 <u>Management & Expenditure of Funding</u>

The Regional finances shall be managed as follows:

- a) All State dollars and any other county or local funds that are received by the member counties for purposes related to the Region shall be deposited into a single Region Fund, with designation for such member county as soon as possible upon receipt of such funds by the member counties. The Regionøs funds, both joint funds and separate county designated funds, shall be managed and administered by the Chief Executive Officer, or staff designated by the Chief Executive Officer, and in compliance with the law, direction from the Governing Board, and other written policies of the Region. (See Iowa Code §§ 331.391(1) and 331.392(4)(a) (2013))
- b) One member county shall act as a fiscal agent to the Region by vote of the Governing Board and approval of that county Board of Supervisors.
- c) In the event a member county of contribution to the Region Fund results in a negative cash balance in the Region of operating budget for that county, the Governing Board will examine and vote on this issue, and will approach that county of Board of Supervisors with a request to remedy this deficit within 60 calendar days.
- d) The Chief Executive Officer will propose a budget for the Region for the fiscal year commencing July 1<sup>st</sup> and ending June 30<sup>th</sup>. That budget will show revenues by source (state and county contributions) and expenditures by object. The proposed Budget shall be approved by the Governing Board.
- e) County tax levies for purposes related to the Region will be set according to state mandates (See Iowa Code §426B.3 (2014)). In the event such mandates are removed, the tax levies of each member county will be set according to the process described in Section 5.2.
- f) Administrative Funding and Resources: Administrative costs shall be a component of the Region budget. Such costs shall be paid through the process described in Section 7.1(a) and any funds or resources for administrative costs of the Region shall be collected through this same process. (See Iowa Code Section 331.392(4)(b) (2013))
- g) Initial Administrative Startup Dollars: Each member county shall contribute an equal per-capita amount of the Regions Initial Administrative obligations. (See Iowa Code Section 331.392(4)(c) (2013))
- h) In the event that a member county would withdraw or the Region be dissolved, the assets of the Region shall be distributed to the member county or counties in the same proportion as they were contributed after all financial obligations of the County or Region are settled.
- i) Cash Flow: If the Region is meeting its financial obligations for implementation of the Regional service system management plan for a fiscal year and residual funding is anticipated, an adequate amount for cash flow for the preceding fiscal year shall be reserved. The amount to be reserved shall not exceed twenty five percent of the gross expenditures of all regional accounts for the fiscal year in progress. (See Iowa Code Section 331.424A(3)(a)(2014))

Use of Savings for Reinvestment: Residual funding remaining after the cash flow amount is reserved shall be used to expand the Regionøs core services and then to make additional core service domains available in the Region. The Region shall comply with Chapters 12B and 12C of the Iowa Code for deposit and investment of Region funds. (See Iowa Code §331.392(4)(e) (2013))

# 7.2 Process for Annual Independent Audit

(See Iowa Code §331.392(4)(f) (2013))

Accounts of the Region shall be audited annually by a certified public accountant certified in the state of Iowa, as selected by the Governing Board. The Region will be responsible for paying for this annual audit.

#### **SECTION 8: SCOPE AND AMENDMENTS**

# 8.1 Amendments

All amendments to this Agreement shall be conducted through the member approval process described in Section 5.3 and in compliance with Iowa Code Chapter 28E, which includes filing all amendments with the Iowa Secretary of State.

### 8.2 Entire Agreement

This Agreement represents the entire 28E Agreement of the Mid-Iowa Behavioral Health Region.

# 8.3 <u>Invalidity</u>

If any one or more provisions of this Agreement are declared unconstitutional or contrary to law, the validity of the remainder hereof shall not be affected.

# 8.4 No Waiver

The waiver by any party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

# SIGNATURE PAGE

# IN WITNESS WHEREOF, MAHASKA COUNTY EXECUTES THIS 28E AGREEMENT, CREATING MID-IOWA BEHAVIORAL HEALTH REGION EFFECTIVE JANUARY 1, 2014:

BY: s/Michael Vander Molen

Mahaska County Board of Supervisors, Chairperson

ATTEST: s/Susan L. Brown

Mahaska County Auditor

# SIGNATURE PAGE

# IN WITNESS WHEREOF, MARION COUNTY EXECUTES THIS 28E AGREEMENT, CREATING MID-IOWA BEHAVIORAL HEALTH REGION EFFECTIVE JANUARY 1, 2014:

BY: Marion County Board of Supervisors, Chairperson

**ATTEST: Marion County Auditor** 

Charles Stream and Paul DeGeest discussed security at the Mahaska County Law Enforcement Center.

It was moved by Vander Molen seconded by Doland go to closed session pursuant to Iowa Code 21.5.1c to evaluate candidates for IT Coordinator position. All present voted aye. Motion carried.

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

It was moved by Vander Molen seconded by Doland to table hiring of IT Coordinator until next meeting. All present voted aye. Motion carried.

Space for IT Coordinator has been created in the present GIS Coordinator of soffice.

It was moved by Vander Molen seconded by Doland to approve contract regarding courthouse roof repair with Terracon of Des Moines for Task #1 Design/Bid/Basic Construction Services in the amount of \$14,700 and authorize chairman to sign. All present voted aye. Motion carried.

Troy Bemis reported on the tile procurement schedule. It will be 2-3 weeks for company to see if they have mold and color matching, another 6-8 weeks to get tile after that. We would have to pay to make mold if needed.

There will be a bike locking rack installed on the north side of the Law Enforcement Center.

It was moved by Doland seconded by Vander Molen to approve storage building lease with Gene Fox for Secondary Road on a month to month basis at \$300/mo. 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	Michael Vander Molen
Mahaska County Auditor	Mahaska County Board of Supervisors