

**May 16, 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. Also present were Troy Bemis, Maintenance Director; Angie Holland, Oskaloosa Herald; Darin Hite, IT Director; Deann De DeGroot, MCARD; Russ Van Renterghem, Sheriff; Steven Wanders; Hailey Brown, Journalist; Dave Sedivec, Conservation Director; David Shanahan, Engineer and Jody VanPatten, Mahaska County Deputy Auditor.

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

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

It was moved by Groenendyk seconded by VanWeelden to approve the agenda with removal of item #15 request for mailbox placement for todaysø meeting. All present voted aye. Motion carried.

Public Comments: None

It was moved by VanWeelden seconded by Groenendyk to open public hearing for the amendment to the Mahaska County FY17/18 budget. All present voted aye. Motion carried. The notice of time and place of public hearing has according to law and as directed by the board been published on May 3, 2018 in both the Oskaloosa Herald The Sun. The affidavits of said publications are on file with the County Auditor. There were no comments received. It was moved by VanWeelden seconded by Groenendyk to close the public hearing. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Groenendyk amend and appropriate the FY17/18 Mahaska County budget as published. All present voted aye. Motion carried.

Revenues by Service Area: Penalties, Interest & Costs on Taxes - \$2,561; Intergovernmental - \$381,220; Licenses and Permits - \$6,683; Charges for Service - \$6,560; Use of Money and Property - \$33,050; Miscellaneous - \$525,545; Other Financing Sources - \$3,189,723.

Expenditures by Service Area: Public Safety & Legal Services - \$466,063; Physical Health & Social Services - \$1,078; County Environment & Education - \$28,769; Administration - \$98,359; Non-program Current - \$156,000; Debt Service - \$239,975; Capital Projects ó 2,379,923.

Appropriations by Department: Non-departmental - \$294,769; Attorney - \$50,786; Annex - \$8,359; Secondary Road - \$2,606,103; Conservation - \$13,795; Community Services - \$1,078; Medical Examiner - \$6,000; Corrections - \$11,618; Law Enforcement Center - \$377,659.

It was moved by Groenendyk seconded by VanWeelden to approve minutes of May 2. All present voted aye. Motion carried.

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

Dave Sedivec, Conservation Dir., gave monthly report and it was placed on file. He provided an update on construction of Environmental Learning Center.

It was moved by Groenendyk seconded by VanWeelden to approve request from Veteran's Affairs Commission to increase number of members on commission from three to five. All present voted aye. Motion carried

It was moved by Groenendyk seconded by VanWeelden to appoint Fred Bridges to Veteran's Affairs Commission for a term of three years expiring June 30, 2021. All present voted aye. Motion carried

It was moved by Groenendyk seconded by VanWeelden to approve the following 28E agreements between Beacon and the Sheriff's Department and between University Park and the Sheriff's Department. 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. This Agreement shall commence on the 1<sup>st</sup> day of August, 2018.
  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, 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 the 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, 2017, for termination of agreements in the event of a national emergency, apply to this Agreement.
- Dated this 16<sup>th</sup> day of May, 2018.

## **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 1<sup>st</sup> day of July, 2018.
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, 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 16<sup>th</sup> day of May, 2018.

It was moved by Groenendyk seconded by VanWeelden to authorize signature on engagement letter with Hunt and Associates for county audit services for FY17/18. All present voted aye. Motion carried.

It was moved by Groenendyk seconded by VanWeelden to authorize signature on courthouse bell tower improvement revision for Verdin. All present voted aye. Motion carried.

It was moved by Groenendyk seconded by VanWeelden to approve and authorize signature on Agreement for Assignment of Mahaska County held Tax Sale Certificates 1991-35; 1991-36; and 1991-37 to the City of Oskaloosa. All present voted aye. Motion carried.

**Agreement for Assignment of  
Mahaska County held  
Tax Sale Certificates 1991-35; 1991-36; 1991-37**

The City of Oskaloosa Iowa respectfully requests the Mahaska County Board of Supervisors assign to the City of Oskaloosa, three Mahaska County held Tax Certificate numbers 1991-35; 1991-36; and 1991-37 for real estate tax parcels 10-24-130-001; 10-24-130-002; and 10-24-132-001 described as:

Buck Grove Trust parcel 10-24-130-001 located on 6<sup>th</sup> Avenue West Oskaloosa described as IRREG TRACT PT LOT 5 NE NEW, Section 24, Township 75, Range 16;

Buck Grove Trust parcel 10-24-130-002 located at 711 6<sup>th</sup> Avenue West Oskaloosa described as IRREG TRACT APPROX 100'X200' SE PT LOT 5 NE NEW, Section 24, Township 75, Range 16;

Buck Grove Trust parcel 10-24-132-001 described as E 93.40. S 150 GOVT Lot 5 NE NEW, Section 24, Township 75, Range 16;

By taking assignment to Tax sale certificates number 1991-35; 1991-36; and 1991-37, the City agrees to the following conditions:

The City agrees to pay the \$30.00 assignment fees. This amount constitutes \$10.00 per tax sale certificate for assignment from Mahaska County to the City of Oskaloosa Iowa.

The City agrees to comply with the requirements of this agreement to obtain a tax sale deed and understand that until such deed is rendered by the Mahaska County Treasurer, the City has no rights, title or interest in the property described above.

The City agrees to complete the process to obtain a tax sale deed for each parcel as contemplated by this agreement subject to the satisfying environmental inspection requirements.

The City agrees to remove special assessments, see Exhibit A.  
Dated this 16th day of May 2018.

It was moved by Groenendyk seconded by VanWeelden to approve implementation of Wellmark's drug utilization program beginning July 1, 2018 and authorize signature on renewal. All present voted aye. Motion carried.

Roger Shindell, Carosh Compliance Solutions gave a review in regards with HIPAA compliance. At the June 6, 2018 board meeting the board will consider an agreement with Carosh for the upcoming year.

It was moved by VanWeelden seconded by Groenendyk to approve the purchase of a Secondary Road tandem axle truck from Volvo in the amount of \$113,975.00 and to approve the purchase of box and snow equipment from Hawkeye in the amount of \$82,854.00. All present voted aye. Motion carried.

It was moved by Groenendyk seconded by VanWeelden to approve resolution 2018-10 and to rescind and replace resolution 2018-09. All presented voted aye. Motion carried.

### **Resolution #2018-10**

#### **RESOLUTION FOR TRANSFER OF LOCAL G.O. BOND FUNDS TO THE FARM TO MARKET FUND**

WHEREAS the Board of Supervisors of Mahaska County, Iowa, desires to transfer \$2,372,573 from its allotment of G.O. Bond Funds acquired on November 21, 2017 to their Farm-to-Market Fund for the following purpose:

Reconstruction of T-65 from G-29 to west of the South Skunk Bridge

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mahaska County, Iowa, that \$2,372,573 of the G.O. Bond Funds for Mahaska County, Iowa be transferred to the Farm-to-Market Road Fund commencing May 16, 2018.

THE AUDITOR of Mahaska County, Iowa is directed to certify a copy of this resolution along with the warrant and mail them to:

Cashier  
Office of Finance  
Iowa Department of Transportation  
800 Lincoln Way  
Ames, IA 50010

This resolution rescinds and replaces Resolution #2018-09 approved May 2, 2018.

Adopted this 16<sup>th</sup> day of May, 2018.

It was moved by Groenendyk seconded by VanWeelden to authorize signature on Sec Road Project FM-CO62(93) 55-62. All present voted aye. Motion carried.

It was moved by Groenendyk seconded by VanWeelden to authorize signature on final payment for Sec Rd Project BROS-CO62(91) 8J-62. All present voted aye. Motion carried

A brief discussion was held in regards to the 1<sup>st</sup> payment on Peoria paving.

It was moved by Groenendyk seconded by VanWeelden to go into closed session. All present voted aye. Motion carried.

It was moved by Groenendyk seconded by VanWeelden to come out of closed session. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Groenendyk to forgo meeting with additional candidates for outside counsel and hire Belin McCormick Law Firm as outside counsel. All present voted aye. Motion carried.

Committee reports: Supervisor VanWeelden reported attending an abandoned mine meeting. Supervisor Groenendyk reported that he and Supervisor VanWeelden will attempt to attend committee meetings that were previously assigned to Supervisor Doland.

Public Comments: None

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

Attest: \_\_\_\_\_  
Jody VanPatten  
Mahaska Co Deputy Auditor

\_\_\_\_\_  
Henry VanWeelden  
Mahaska County Board of Supervisors