

**Marshall County Board of Supervisors
Regular Session June 4, 2013, at 9:00 a.m.**

AGENDA

The Board will meet in regular session on Tuesday, June 4, 2013, at 9:00 a.m. in meeting room #2, Courthouse, 3rd Floor, NE corner with ____ members present.

Pledge of Allegiance

Notice to the public--The Board of Supervisors welcomes comments from the public during the time allowed for discussion. You are requested to approach the microphone, state your name for the record and limit the time used to present your remarks in order that others may be given the opportunity to speak. The normal process on any agenda item is for the Chairperson to read the item from the agenda. The Board is given an opportunity to comment on the issue and/or place a motion on the floor. An opportunity for discussion may be presented at which time the public may participate and a roll call vote will follow.

1. Approval or Amendment of Agenda—

Motion by _____, second by _____, to _____ the agenda as printed.

Roll call vote:	Grabenbauer-	Thompson-	Adams-
	Member	Chairman	Vice Chairman

Consent Agenda:

- 2. Approve Minutes**--from Regular Session of May 21, 2013.
- 3. Approve Mobile Band Shell Agreement**-Liberty Baptist Church has submitted a rental agreement for the use of the mobile band shell for a community event on Saturday, June 8, 2013 from 3:00-7:00 p.m.
- 4. Approve Claims**—as audited and authorize the County Auditor and Recorder to issue payment of same. The listing of claims paid at this meeting will be included with all claims paid for the month of June; the June list of claims will be a part of the first meeting in July.

Motion by _____, second by _____, to _____ the consent agenda as printed above.

Roll call vote:	Grabenbauer-	Thompson-	Adams-
	Member	Chairman	Vice Chairman

5. RETSEK, LLC (Dan and Lora Kester) Final Agreement—Discussion and possible action to approve a final agreement between RETSEK, LLC (Dan and Lora Kester) and Marshall County regarding the Courthouse Maintenance Building. At the March 26, 2013 Board of Supervisors meeting, Resolution #2013-0019 was adopted containing a mutual agreement between Marshall County and local property owners to remove an existing easement and attach a roof line to a County building

Motion by _____, second by _____, to _____ the final agreement between RETSEK, LLC (Dan and Lora Kester) and Marshall County, IA regarding the Courthouse Maintenance Building and authorize the chairman to sign.

Roll call vote:	Grabenbauer-	Thompson-	Adams-
	Member	Chairman	Vice Chairman

6. Liquor License-Class C Liquor License #LC0010945 with Sunday Sales Privilege and Outdoor Service—request from West Marshall Golf Course Association, d/b/a Lincoln Valley Golf, for renewal of their Class “C” Liquor License.

Motion by _____, second by _____, to _____ the Class C liquor license #LC0010945 renewal request from Lincoln Valley Golf, State Center, IA. This license includes Sunday Sales Privilege and Outdoor Service, effective 6-30-2013 to 6-29-2014.

Roll call vote:	Grabenbauer-	Thompson-	Adams-
	Member	Chairman	Vice Chairman

7. Sheriff’s Department-Extension to 28E Agreement Between Marshall County and the City of Ferguson for Law Enforcement Protection--Discussion and possible action on the Extension Agreement regarding the 28E Agreement between Marshall County and the City of Ferguson for law enforcement protection within the corporate limits of the City of Ferguson. The agreement is effective July 1, 2013 - June 30, 2014. The City of Ferguson agrees to pay Marshall County the sum of \$3,025.00.

Motion by _____, second by _____, to _____ the extension to 28E Agreement between Marshall County and the City of Ferguson effective July 1, 2013 - June 30, 2014. The City of Ferguson agrees to pay Marshall County the sum of \$3,025.00.

Roll call vote:	Grabenbauer-	Thompson-	Adams-
	Member	Chairman	Vice Chairman

8. Sheriff’s Department-Extension to 28E Agreement Between Marshall County and the City of Clemons for Law Enforcement Protection--Discussion and possible action on the Extension Agreement regarding the 28E Agreement between Marshall County and the City of Clemons for law enforcement protection within the corporate limits of the City of Clemons. The agreement is effective July 1, 2013 - June 30, 2014. The City of Clemons agrees to pay Marshall County the sum of \$3,520.00.

Motion by _____, second by _____, to _____ the extension to 28E Agreement between Marshall County and the City of Clemons effective July 1, 2013 - June 30, 2014. The City of Clemons agrees to pay Marshall County the sum of \$3,520.00.

Roll call vote:	Grabenbauer-	Thompson-	Adams-
	Member	Chairman	Vice Chairman

9. Sheriff's Department- Extension to 28E Agreement Between Marshall County and the City of Liscomb for Law Enforcement Protection--Discussion and possible action on an extension to a 28E Agreement between Marshall County and the City of Liscomb for law enforcement protection within the corporate limits of the City of Liscomb. The agreement is effective July 1, 2013 - June 30, 2014. The City of Liscomb agrees to pay Marshall County the sum of \$7,425.00.

Motion by _____, second by _____, to _____ the extension to 28E Agreement between Marshall County and the City of Liscomb effective July 1, 2013 - June 30, 2014. The City of Liscomb agrees to pay Marshall County the sum of \$7,425.00.

Roll call vote:	Grabenbauer-	Thompson-	Adams-
	Member	Chairman	Vice Chairman

10. Sheriff's Department-Extension to 28E Agreement Between Marshall County and the City of Haverhill for Law Enforcement Protection--Discussion and possible action on the Extension Agreement regarding the 28E Agreement between Marshall County and the City of Haverhill for law enforcement protection within the corporate limits of the City of Haverhill. The agreement is effective July 1, 2013 - June 30, 2014. The City of Haverhill agrees to pay Marshall County the sum of \$3,795.00.

Motion by _____, second by _____, to _____ the extension to 28E Agreement between Marshall County and the City of Haverhill effective July 1, 2013 - June 30, 2014. The City of Haverhill agrees to pay Marshall County the sum of \$3,795.00.

Roll call vote:	Grabenbauer-	Thompson-	Adams-
	Member	Chairman	Vice Chairman

11. Sheriff's Department-Extension to 28E Agreement Between Marshall County and the City of Laurel for Law Enforcement Protection--Discussion and possible action on the Extension Agreement regarding the 28E Agreement between Marshall County and the City of Laurel for law enforcement protection within the corporate limits of the City of Laurel. The agreement is effective July 1, 2013 - June 30, 2014. The City of Laurel agrees to pay Marshall County the sum of \$7,150.00.

Motion by _____, second by _____, to _____ the extension to

28E Agreement between Marshall County and the City of Laurel effective July 1, 2013 - June 30, 2014. The City of Laurel agrees to pay Marshall County the sum of \$7,150.00.

Roll call vote:	Grabenbauer-	Thompson-	Adams-
	Member	Chairman	Vice Chairman

12. Sheriff's Department-Extension to 28E Agreement Between Marshall County and the City of Gilman for Law Enforcement Protection--Discussion and possible action on the Extension Agreement regarding the 28E Agreement between Marshall County and the City of Gilman for law enforcement protection within the corporate limits of the City of Gilman. The agreement is effective July 1, 2013 - June 30, 2014. The City of Gilman agrees to pay Marshall County the sum of \$17,380.00.

Motion by _____, second by _____, to _____ the extension to 28E Agreement between Marshall County and the City of Gilman effective July 1, 2013 - June 30, 2014. The City of Gilman agrees to pay Marshall County the sum of \$17,380.00.

Roll call vote:	Grabenbauer-	Thompson-	Adams-
	Member	Chairman	Vice Chairman

13. Sheriff's Department-Extension to 28E Agreement Between Marshall County and the City of LeGrand for Law Enforcement Protection--Discussion and possible action on the Extension Agreement regarding the 28E Agreement between Marshall County and the City of LeGrand for law enforcement protection within the corporate limits of the City of LeGrand. The agreement is effective July 1, 2013 - June 30, 2014. The City of LeGrand agrees to pay Marshall County the sum of \$21,230.00.

Motion by _____, second by _____, to _____ the extension to 28E Agreement between Marshall County and the City of LeGrand effective July 1, 2013 - June 30, 2014. The City of LeGrand agrees to pay Marshall County the sum of \$21,230.00.

Roll call vote:	Grabenbauer-	Thompson-	Adams-
	Member	Chairman	Vice Chairman

14. Community Services--Discussion and possible action on the following rates and program agreements for Mid Iowa Workshop for FY14.

Sheltered Workshop COA 50-360 \$53.49/day (4+ hours per day)
 \$13.37/hr (less than 4 hours per day)

Supported Employment Services \$25.00/hr
COA 50-368

Motion by _____, second by _____, to _____ the above mentioned rates and program agreements for Mid Iowa Workshop for July 1, 2013 through June 30, 2014.

Roll call vote:	Grabenbauer-	Thompson-	Adams-
	Member	Chairman	Vice Chairman

15. Secondary Road Dept.—Discussion and possible action on approval of the rental of a Hitachi Excavator from Murphy Tractor & Equipment Co. The excavator is for Secondary Road ditch maintenance. This excavator rental will be paid out of FY13 and FY14 Secondary Road Dept. Equipment Budget.

Motion by _____, second by _____, to _____ rental of a Hitachi Excavator for Secondary Road use. Rental fee is \$6000.00/mo. and will be used 2-3 mos. in duration weather dependent.

Roll call vote:	Grabenbauer-	Thompson-	Adams-
	Member	Chairman	Vice Chairman

16. Public Forum— is a time set aside for the public to make comments on topics of County business other than those listed on this agenda. No action will be taken on any of these topics brought up in the public forum.

17. Adjournment--The next regular session is June 18, 2013, at 9:00 a.m. All business to be acted upon at that session should be submitted to the County Auditor and Recorder's Office or the Board of Supervisors' Office by **Thursday**, June 13, 2013, at 1:00 p.m. There being no further business to come before the Board, the meeting is adjourned at _____ a.m.

Dave Thompson
Board of Supervisors, Chairman

Attest:

Dawn Williams
Marshall County
Auditor and Recorder