

September 6, 2005

The Mahaska County Board of Supervisors met in regular session on the above date in the third floor conference room of the Mahaska County courthouse. Present were the following board members: Vice Chairman – Greg Gordy; Member – Lawrence Rouw. Absent: Chairman – Henry W. VanWeelden. Also present were the following: Terry Holub, New Sharon Sun; Jon Sullivan, Oskaloosa Chamber Director; Sue Salisbury, Oskaloosa Herald; Dale Brand, Co-Line Welding; Miranda Hanselman, MCARD Director; Patricia Chamra, Margaret Ademeit Oskaloosa Residents; Brandt Smith, Mahaska County Secondary Road Department; Jerome Nusbaum, Mahaska County Engineer; Don DeKock, Deputy Sheriff; Kay Swanson, Mahaska County Auditor.

Vice-chairman Greg Gordy opened the meeting with a moment of silence.

It was moved by Rouw seconded by Gordy to approve the agenda for today's meeting with the addition of Letter of support for the Crisis Intervention Center. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to approve the minutes of August 15th and 19th. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to approve the bills for August in the amount of \$565,115.90 and one denied in the amount of \$200.00 and payroll in the amount of \$423,042.39. All present voted aye. Motion carried.

Jon Sullivan introduced Miranda Hanselman to the Board. She is the new Mahaska County Agricultural and Rural Development Director.

Dale Brand, owner of Co-Line Welding talked to the board about the \$2.7 million dollar expansion his company is about to get started with. He thanked the board for their support in the past. His company is located on 100th Street in Richland Township.

It was moved by Gordy seconded by Rouw to sign the Memorandum of Understanding for the Crisis Intervention Services. Crisis Intervention Services and the Crisis Center & Women's Shelter are proposing a collaborative grant to fund increased support services and substance abuse treatment for victims of domestic abuse and sexual assault who have co-existing addiction issues in ten southeast Iowa counties. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to accept the resignation of Dr. Charles R. Argo as Medical Examiner for Mahaska County effective September 1, 2005. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rouw to appoint Dr. Matthew Whitis as chief Medical Examiner and Dr. Kymberly Life, Dr. Andrew Frost and Dr. Deborah

Nielson-DeJong as deputy Medical Examiners for the unexpired term ending December 31, 2005. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rouw to open the public hearing for the Voting Precinct Ordinance. All present voted aye. Motion carried. Margaret Ademeit and Patricia Chamra discussed voting concerns with the board.

It was moved by Rouw seconded by Gordy to close the public hearing. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to approve the Second Reading of the Voting Precinct Ordinance. Roll call vote: Rouw – aye; Gordy – aye. Motion carried.

It was moved by Gordy seconded by Rouw to approve the fiscal year 2006 Contract Agreement between Mahaska Health Partnership, Board of Health and Mahaska County. All present voted aye. Motion carried.

AGREEMENT

AGREEMENT MADE and executed this 1st day of July, 2005, by and between the Mahaska County Hospital doing business as Mahaska Health Partnership, acting by and through its duly constituted Board of Trustees (hereinafter referred to as “the hospital”); Mahaska County, Iowa, acting through its duly constituted board of Supervisors (hereinafter referred to as “the county”); and the Mahaska county, Iowa, Board of Health, acting by and through its board (hereinafter referred to as “the board”); as follows:

WHEREAS, the hospital is a duly organized and operating county hospital, operating under the laws of the State of Iowa, and is desirous of assuming the services imposed upon by the board by statute or administrative rule. Services shall be provided in compliance with IAC 641-79, IAC 641-80 and as identified in the grant application. Proposed changes in service shall be based upon identified needs and submitted to the Contractor.

WHEREAS, the county is desirous of entering into an agreement for the provision of the services imposed upon the board by statute or administrative rule. Services shall be provided in compliance with IAC 641-79, IAC 641-80 and as identified in the grant application. Proposed changes in service shall be based upon identified needs and submitted to the Contractor.

WHEREAS, the board is desirous of entering into an agreement for the provision of services imposed upon the board by statute or administrative rule. Services shall be provided in compliance with IAC 641-79, IAC 641-80 and as identified in the grant application. Proposed changes in service shall be based upon identified needs and submitted to the Contractor.

WHEREAS, the parties understand that this agreement relates to services imposed upon the board by statute or administrative rule. Services shall be provided in compliance with IAC 641-79, IAC 641-80 and as identified in the grant application. Proposed changes in service shall be based upon identified needs and submitted to the Contractor.

IT IS THEREFORE AGREED by and between the parties as follows:

1. This agreement shall be effective commencing July 1, 2005, and shall continue until June 30, 2006.
2. The hospital shall assume and perform, in good faith, all services of the board, including those heretofore performed by the board, including such services as are now or may hereafter be imposed upon the board by statute or administrative rule, including, without limitation, those services set for the by IAC 641-79, and IAC 641- 80. The hospital and BOH will comply with the Local Public Health Services special and general conditions as well as related documents for the fiscal year the agreement applies. The hospital shall have the right to determine the method and means to most efficiently discharge the services imposed on it by this agreement, subject to the right and duty of the board to review and make recommendations to the hospitals board of trustees and hospital administration. The hospital shall be responsible for final policy, program, and agency evaluation.
3. The hospital shall keep all records, reports, and memoranda complied in performance of the services set forth in paragraph two (2) herein. They shall make and file all reports in a timely manner as required by statute or administrative rule, or required by the terms and conditions of any grant or other program with the appropriate governmental unit or other authority or agency requiring the same; and shall provide copies of such to the board on a quarterly basis. The hospital shall maintain confidentiality of all medical records.
4. The county shall continue to maintain family health and dental insurance for the three employees maintained on the county insurance policy prior to April 1, 1994. The hospital agrees, on a monthly basis, to reimburse the county the full dollar amount for said insurance premiums. It is further agreed that the above described employees and the hospital shall have the option of enrolling said employees in the hospital medical plan if appropriate.
5. The hospital will continue to provide services to Mahaska County residents without regard to their ability to pay for such services. A sliding fee schedule will be used when appropriate.
6. The County will reimburse the hospital \$115,000 (with the proposed budget of \$60,000 for Public Health services and \$55,000.00 for Home Care Aid services) contracted and rendered in FY 05/06 for services pursuant to the within agreement. Payments for services provided will be billed Bi-Monthly to the county by the hospital. In addition, the board agrees to allocate all funds from the Iowa Department of Public

Health to the hospital for services provided pursuant to this agreement to the hospital under the single county contract also known as the LPHS contract. Any adjustments made to the LPHS contract during the FY by the IDPH will be passed onto the hospital by the county.

7. The hospital shall obtain any necessary licenses, permits, or other authority to perform its duties thereunder and shall furnish proof thereof at the request of the board.

8. The BOH is responsible for assuring compliance by the hospital with the requirements for Iowa Administrative Code 641 .Chapter 79 & 80.

9. This agreement can be terminated only upon written notice to be served 90 prior to the end of each contract period.

10. Upon termination of this agreement the hospital shall forthwith deliver to the board all records in its possession relative to the duties carried out by the hospital pursuant to this agreement.

11. If notice of termination is not given pursuant to paragraph thirteen, this agreement shall automatically renew at the end of each contract period for an additional one year term. An addendum which includes the LPHS contract face sheet amounts as well as signatures of all parties will be executed annually. This face sheet attachment represents the Local Public Health Services Grant awarded for FY 06.

12. This agreement shall be amended only by a written agreement executed by all parties.

13. All notices which may need to be served herein shall be sent by regular mail to Jay Christensen, on behalf of the hospital, and to the County Board of Supervisors, on behalf of the County.

s/Jay Christensen Mahaska Health Partnership, CEO	7/11/05
s/Greg Gordy Mahaska County Board of Supervisors Vice-chairman	9/6/05
s/Calvin VanArkel Mahaska County Board of Health Chairman	7/8/05

It was moved by Rouw seconded by Gordy to approve the following route for the CROP Walk to be held on October 16, 2005. The walk will begin at the Fairgrounds, proceed north on Green Street to access the bike path, and then on to Edmundson Park. They will be crossing Suffolk Road, South M Street, and walk a short distance on South H Street before crossing the Old Beacon Road to the Park. This is the same route that has

been used before. They filed the required insurance papers. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to approve the following Amendment #2 to Regional Utility Service Systems Agreement. All present voted aye. Motion carried.

WHEREAS, the Board of Supervisors for Mahaska County has heretofore approved the Amendment #2 to Regional Utility Service Systems Intergovernmental Agreement to include the REMOVAL of Lee County as a participating County within the RUSS Commission.

WHEREAS, the term Commission as it appears in all Articles in the Agreement shall from this date forward consist of ten counties; Davis, Des Moines, Henry, Jefferson, Keokuk, Louisa, Mahaska, Van Buren, Wapello, and Washington Counties.

Passed and approved this 6th day of Sept., 2005

Mahaska Co. Board of Supervisors
s/Greg Gordy, Vice-chairman

ATTEST: s/Kay Swanson
Mahaska County Auditor

It was moved by Rouw seconded by Gordy to deny the request of Deere Community Federated Credit Union to be a depository for Mahaska County. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rouw to approve the following County Electronic Services System 28 E Agreement. All present voted aye. Motion carried.

COUNTY ELECTRONIC SERVICES SYSTEM 28E AGREEMENT

WHEREAS, Iowa counties and the Iowa County Recorders Association (hereinafter "ASSOCIATION") are required to implement electronic recording and electronic transactions in each county and develop county and statewide internet web sites to provide electronic access to records and information; and

WHEREAS, the board of supervisors of each county is required to execute a chapter 28E agreement with the Iowa county recorders association for the implementation of the county land record information systems as provided in House File 882, 2005 Acts; and

WHEREAS, Iowa counties and the Iowa County Recorders Association have created an

Iowa Land Record information system and electronic services web portal in order to comply with the requirement for a statewide web site and electronic recording; and

WHEREAS, Iowa counties and the Iowa County Recorders Association require the means to receive authorized fees for electronic recording and other services; and

WHEREAS, Iowa counties and the Iowa County Recorders Association are required to implement and maintain the county land record information system, and to develop a plan for integrating the system with electronic government and internet applications of other governmental entities; and

WHEREAS, the Iowa Land Record information system and electronic services web portal could potentially have beneficial applications for counties far beyond land record information; and

WHEREAS, each county is a public agency within the meaning of Iowa Code Chapter 28E (2005), and the Iowa County Recorders Association is a private agency within the meaning of Iowa Code Chapter 28E (2005);

THEREFORE, the Association and the undersigned counties enter into this 28E Agreement for the creation of an organization to govern and coordinate the Iowa Land Record information system and electronic services web portal under the following terms and conditions:

1. CREATION. The undersigned counties, on behalf of the county recorder and other elected county officials, each having adopted this Agreement by motion of its board of supervisors, and the Association, having adopted this Agreement by vote of its members, hereby join together to form and create a public body corporate and politic and separate legal entity under Iowa Code Chapter 28E (2005), known as the Electronic Services System (ESS). This entity shall have the power, privileges, and authority as hereinafter set forth in this Agreement.

2. DUTIES. As provided in House File 882, 2005 Acts, the Iowa County Recorders Association shall have the duty to execute contracts necessary for implementation of the county land record information system.

3. DURATION. This Agreement shall become effective at such time as the undersigned counties and the Association execute this Agreement in the manner hereinafter provided, and this Agreement is filed and recorded as required by Iowa Code section 28E.8 (2005). Copies of the filed and recorded Agreement shall be provided to the Association and member counties. The operations of ESS shall be perpetual unless ESS is abolished by a two-thirds vote of the Association.

4. ORGANIZATION. ESS shall be under the direction and control of the ASSOCIATION Board of Directors.

5. POWERS OF THE ASSOCIATION BOARD. The ASSOCIATION Board of Directors shall have each and all of the following powers regarding ESS:

- (a) To provide Iowa counties with an electronic services system for land record information.
- (b) To receive and disburse electronically into bank accounts designated by the ASSOCIATION and each County Recorder authorized fees for electronic recording and other services.
- (c) To provide Iowa counties with an electronic services system for other services provided through the Office of the County Recorder;
- (d) To provide Iowa counties with an electronic services system for other services subject to the approval of the Board of Directors of an affiliate of the Iowa State Association of Counties, other local government association or other organization;
- (e) To contract with any public or private entity to provide all necessary services;
- (f) To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
- (g) To establish a system of accounting and budgeting, and a system for receiving payments;
- (h) To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement; and
- (i) To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

6. COORDINATING COMMITTEE. The ASSOCIATION Board of Directors shall establish an ESS Coordinating Committee made up of county officials representing ISAC affiliate organizations which choose to participate in ESS, county employees and selected stakeholders to coordinate efforts to deliver services and information through ESS, provide advice and technical assistance to the ASSOCIATION, and to make policy recommendations regarding the operations of ESS. The Committee shall initially consist of no more than 15 members. The ASSOCIATION may adjust the size of the Committee as circumstances require.

7. BUDGET. The ASSOCIATION Board of Directors shall, prior to July 1 of each year prepare and adopt a budget for the operation of ESS for the next fiscal year. The ASSOCIATION Board of Directors shall make a copy of the ESS budget available to each member county. The ASSOCIATION Board of Directors may amend the ESS budget during the fiscal year.

The accounts of ESS shall be audited and verified by a certified public accountant within two hundred seventy (270) days of each fiscal year and a copy thereof provided to each member of the ASSOCIATION Board of Directors, the Auditor of the State of Iowa and, upon request, to any county that is a party to this Agreement.

8. FUNDING. ESS shall provide the services referred to in this Agreement to each member county. Funding for the operation of ESS shall be provided through the ELECTRONIC TRANSACTION FEE as provided in Section 33 1.605C of the Iowa

Code, any transaction service or user fees, and other sources deemed appropriate by the Association and its members.

9. ADDITIONAL MEMBERSHIP. After September 1, 2005, any Iowa county may become party to this Agreement and gain membership in ESS by adoption of this Agreement, as it may have been amended, by motion of its board of supervisors. Membership shall be effective upon filing and recording of the Agreement as required by Iowa Code section 28E.8 (2005), with a copy of the filed and recorded Agreement to be provided to the ASSOCIATION and the new member county.

10. WITHDRAWAL. Any county, by motion of its board of supervisors, may withdraw from ESS by giving written notice to the ASSOCIATION Board of Directors no later than November 15; preceding the fiscal year of withdrawal. Services of ESS shall continue to be provided to the withdrawing county until the date of withdrawal.

11. STANDARDS. Members shall comply with all standards, policies and requirements for the delivery of electronic services adopted by the ASSOCIATION.

12. AMENDMENTS. The ASSOCIATION Board of Directors may submit an amendment to this agreement to the ASSOCIATION for approval. Upon adoption of the amendment by the ASSOCIATION, it will be submitted to the Board of Supervisors in each ESS member county. A separate explanation of the reasons for the amendment shall be included. Each county desiring to vote upon the amendment shall do so by motion and return to ASSOCIATION a certified copy of the motion stating the county's vote within thirty (30) days of the date that the county received a copy of the proposed amendment. Any county not voting upon the amendment within this time shall be considered to have approved the amendment.

If the amendment receives a majority of the votes of all ESS member counties, it shall become effective ten (10) days following the date the vote is tabulated. Amendments shall be filed and recorded as required by Iowa Code section 28E.8 (2005).

13. NON-LIABILITY. ESS is a public corporation. The ASSOCIATION and individual counties shall not be liable for any acts, deeds, resolutions or other actions of ESS. Each individual county, and its assets and taxing authority may not be reached, attached or executed upon by any creditor or claimant of ESS. The ASSOCIATION and its assets may not be reached, attached or executed upon by any creditor or claimant of ESS.

14. THIRD PARTY BENEFIT. Neither the provisions of this Agreement nor the provisions of any agreement that ESS may have with any public or private agency shall inure to the benefit of any other third party or any individual resident or taxpayer of any county and neither this Agreement nor any agreement that ESS may have with any public or private agency may be the basis of a claim or cause of action on behalf of any other third party or any individual resident or taxpayer of any county.

15. DISPOSITION OF ASSETS. In the event this Agreement is terminated and ESS is abolished, all property of ESS shall be delivered, assigned and conveyed to the ESS member counties in equal shares, after payment of all just debts, obligations and liabilities of ESS.

16. SEVERABILITY. If any portion of this Agreement or the application of this Agreement to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given affect without the invalid provisions or applications, and to this end, the provisions of this Agreement are declared to be severable.

THE EXECUTION OF THIS AGREEMENT BY THE ASSOCIATION AND BY EACH UNDERSIGNED COUNTY SHALL CONSTITUTE ADOPTION OF THIS AGREEMENT. FOR EACH UNDERSIGNED COUNTY, SUCH EXECUTION SHALL BE PURSUANT TO AUTHORITY GRANTED BY MOTION OF THE BOARD OF SUPERVISORS.

A COPY OF THIS AGREEMENT, EXECUTED BY EACH PARTICIPATING COUNTY, WILL BE FILED WITH THE SECRETARY OF STATE PURSUANT TO 28E.8.

ELECTRONIC SERVICES SYSTEM
28E AGREEMENT
IOWA COUNTY RECORDERS ASSOCIATION

S/Joan McCalmant
ASSOCIATION PRESIDENT

STATE OF IOWA)

) ss

COUNTY OF POLK

I, Joan McCalmant, being first duly sworn on oath depose and state that I am the President of the Iowa County Recorders Association (ASSOCIATION), and that I executed the foregoing instrument as President of the private, nonprofit corporation and that the statements contained therein are true.

Joan McCalmant
ASSOCIATION President

Subscribed and sworn to before me this 11th day of August, 2005

s/ Phyllis Booth
PHYLLIS BOOTH

Notary Public in the State of Iowa

No date for road closures set today.

It was moved by Gordy seconded by Rouw to remove John Buban from the Secondary Road payroll effective August 22, 2005. Mr. Buban passed away. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to place Edward Goemaat on the Secondary Road payroll as Motor Grader Operator at \$14.64 per hour effective September 19, 2005. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to place Dale Hessing on the Secondary Road payroll as Equipment Operator at \$14.64 per hour effective September 12, 2005. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to place Glenn Copeland, Jr. on the Secondary Road payroll as Motor Grader Operator at \$14.64 per hour effective September 19, 2005. All present voted aye. Motion carried.

Don DeKock, Deputy sheriff discussed the need for maps to be made for the locations of schools and day care centers where convicted sex offenders could not live. A \$10.00 charge per map will be made.

It was moved by Gordy seconded by Rouw to adjourn. All present voted aye. Motion carried.

Greg Gordy Vice-Chairman,
Mahaska County Board of Supervisors

ATTEST: _____
Kay Swanson, Mahaska County Auditor