

July 3, 2006

The Mahaska County Board of Supervisors met on the above date in regular session at 9:00 a.m. in the third floor conference room. Present were the following board members: Chairman – Greg Gordy; Vice chairman – Lawrence Rouw; and Member – Henry W. VanWeelden. Also present were the following: Scott Dailey, KBOE Radio; Troy Bemis, courthouse maintenance department and Russell Andeway, law enforcement custodian; Robert Kelley, Country Life Health Care; Jerome Nusbaum, Mahaska County engineer and Kay Swanson, Mahaska County Auditor.

Chairman Gordy opened the meeting with a moment of silence.

It was moved by Rouw seconded by VanWeelden to approve the agenda with the following additions: Appointment for Central Iowa Tourism Committee and discuss legal fees from the law suit. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the minutes of June 12th and June 19th. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the bills for June in the amount of \$1,474,158.31 and payroll in the amount of \$410,992.37. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the following Agreement with Country Life Health Care, Inc. All present voted aye. Motion carried.

AGREEMENT BETWEEN
MAHASKA COUNTY, IOWA
AND
COUNTRY LIFE HEALTH CARE, INC.

This Agreement entered into this Third day of July, 2006 by and between Country Life Health Care, Inc., an Iowa nonprofit corporation, hereinafter referred to as “Operator,” and the County of Mahaska, an Iowa body corporate for civil and political purposes hereinafter referred to as “County.”

WHEREAS, County through its elected Board of Supervisors owns the building and property that is operated as a Residential Care Facility referred to in this agreement as “Facility;” and,

WHEREAS, County and Operator intend that the Facility property continue to be used to provide residential care; and

WHEREAS, the parties have developed an understanding whereby this intent can be best realized and whereby the delivery system for the services will function in such a manner

so that the Facility is not a public institution and County has divested itself of all responsibility and administrative control.

NOW, THEREFORE, IT IS AGREED by and between County and Operator as follows:

OPERATION. Operator agrees to operate the Facility as a Residential Care Facility providing such services as are now provided to the residents upon terms and conditions contained herein.

TERM. This Agreement shall be for a term of twelve (12) months commencing July 1, 2006 and terminating on June 30, 2007.

PAYMENT FOR SERVICES. County agrees to pay Operator for the term of this Agreement the sum of \$290,656.80 for the services set forth below for not to exceed 24 residents at any time during the term of this Agreement. The 24 residents shall be designated by County in accordance with the rules and regulations of the State Department of Inspections and Appeals for Residential Care Facilities. The above sum shall be payable as follows: \$24,221.40 on the seventh day of each month throughout the first eleven months of this Agreement and \$24,221.40 on the seventh day of the final month of this Agreement. These sums shall be due and payable in full even though the number of residents placed in the Facility by County shall be less than 24. Residents in excess of 24 may be placed in the Facility by County, if space is available therefore, at the rate set forth by Country Life Health Care, Inc.'s statement and agreement. Operator agrees to take responsibility for and assist all residents at the Facility in applying for any financial assistance for which they may be eligible.

LICENSURE LEVEL. Operator shall meet or exceed all requirements of the State Department of Inspections and Appeals and all other regulating agencies necessary to maintain licensure level of the Facility as a Residential Care Facility pursuant to Chapter 135C Iowa Code, and all rules promulgated by the State Department of Inspections and Appeals in accordance with Chapter 17A, Iowa Code.

ANNUAL FINANCIAL REPORT. Operator shall obtain an annual financial and statistical report. The report shall be conducted as promptly as possible at the close of the Operator's first full fiscal year and every year thereafter. The results of each report shall be made available to the public.

DESCRIPTION OF ADDITIONAL SERVICES PROVIDED. Services provided beyond basic requirements of a Residential Care Facility shall include, but shall not be limited to:

Nursing Supervision: A nurse shall be kept on staff to ensure appropriate medication supervision as well as supervision of general medical status.

Activities/Recreation/Socialization: Geared towards appropriate leisure time activities within the community should the resident move into less restrictive living arrangements.

Agency Coordinator: Coordination of Services with agencies such as New Directions, Mahaska Vocational Services, Veterans Administration Medical Centers, Department of Human Services, Indian Hills Community College, etc., for the residents' total well being.

Adult Basic Education: Basic education including reading, mathematics, writing and Independent Living Skills. Classes are taught to meet each individual's specific needs.

Transportation: Transportation of residents from the Facility to appointments with physicians, dentists, optometrists, psychologists, and various agencies within an eighty-five (85) mile radius of the Facility for necessary care. Also, transportation of residents for activities/recreation and work sites to be approved by the Operator within the surrounding area.

Individual program Planning: Individual program Plans are coordinated with other agencies desiring input into the total plan of care for the residents.

Work Training Program: A work training program to provide residents an opportunity to earn money for incidentals at a less than minimum wage and provide therapy to instill a feeling of self worth. Inclusion in this program depends upon approval of wages from the Department of Labor.

INVENTORY. The Operator agrees to maintain the written inventory of all equipment and supplies as of November 1, 1989.during the term of this Agreement.

EXPENSES. Upon termination of this Agreement, Operator shall be liable and pay for all such items incurred prior to the date of termination and received and or billed after the date of termination.

INCOME. Upon termination of this Agreement, all income for care of residents prior to the date of termination, but received thereafter, shall be paid to Operator.

EQUIPMENT. Until such time as Operator might purchase the equipment of the Facility, County shall be responsible for major repairs which require specialized repair personnel and replacement of all equipment valued in excess of \$2,000.00.

INDEMNIFICATION. Operator agrees to protect, indemnify and save harmless County from and against any and all claims, demands and causes of action of any nature whatsoever and any expenses incident to defense of and by County therefrom, for injury to or death of persons or loss of damage to property occurring in the course of services performed under this Agreement, except for any liability arising because of any acts of County or its agents. County agrees not to encourage, aid or abet any person making a claim under this paragraph and agrees to cooperate with Operator to the best of County's ability in the defense of any such claim.

DEFAULT. In the event that Operator shall fail to comply with any term, condition or covenant of this Agreement, County shall give to Operator written notice of said default, which notice shall specify in detail the nature of the claimed default, and Operator shall have forty-five (45) days after receipt of said notice within to rectify the default. If the default is not corrected within the forty-five (45) day period, County may terminate this Agreement immediately.

Operator covenants and agrees that if Operator shall at any time fail to perform any act, covenant, term, condition or agreement of Operator's part to be performed under this Agreement, County may, but shall not be obligated to perform any such act, covenant, term, condition or agreement for or on behalf of Operator, without notice, other than any notice required to be given pursuant to this Agreement, and Operator shall reimburse County for all sums paid by County and all necessary incidental costs and expenses in connection with the performance of any such act by County.

LEASE OF PREMISES. The parties hereto will enter into a lease of the Facility premises which lease is made part of this Agreement. Any default on said lease by Operator shall be default on this Agreement. This Agreement shall also terminate at any time the lease between Operator and County should terminate.

INVALIDITY OF PARTICULAR PROVISION. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to the extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

APPROVAL. This Agreement is conditioned upon approval by the Social Security Administration and the Iowa Department of Human Services.

ASSIGNMENT, This Agreement shall be binding on parties hereto and neither party shall assign or transfer its interest in this Agreement without the written consent of the other party.

LIMITED WAIVER The failure of the County to insist on a strict performance of any of the terms and conditions hereto shall be deemed a waiver of the rights and remedies that County may have regarding that specific instance only and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

CANCELLATION. The parties agree that either party may cancel this Agreement at any time by giving the other party thirty (30) days written notice. The written notice should be by certified mail.

Dated this Third day of July, 2006

Mahaska County, Iowa

Country Life Health Care, Inc.

By: s/Greg Gordy

By: s/ Robert Kelley
Robert Kelley, President

By: s/Lawrence Rouw

By: s/Henry W. VanWeelden

Mahaska County Board of Supervisors

It was moved by VanWeelden seconded by Rouw to approve the following Lease with Country Life Health Care, Inc. All present voted aye. Motion carried.

LEASE - BUSINESS PROPERTY

THIS LEASE AGREEMENT, executed in duplicate, made and entered into this Third day of July, 2006 by and between Mahaska County, Iowa (hereinafter called "Landlord") whose address for the purpose of this lease is Court House, Oskaloosa, Iowa 52577 and Country Life Health Care, Inc. (hereinafter called the "Tenant", a nonprofit corporation whose address for the purpose of this lease is 2554 Ford Avenue, Oskaloosa, IA 52577, WITNESSETH THAT:

1. PREMISES AND TERM. The Landlord, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Tenant to be kept and performed, leases unto the Tenant and Tenant hereby rents and leases from the Landlord, according to the terms and provisions herein, the following prescribed real estate, situated in Mahaska County, Iowa, to wit:

County Care Facility. See plat and legal description attached hereto and a part hereof. (This lease includes all buildings and structures except the grain bins, all equipment, inventory and supplies of the facility. Landlord and/or its agents reserve the right to enter on and across the premises for access to the adjacent farm land, sewage lagoon, grain bins, and for any materials stored on the described premises.)

with the improvements thereon and all rights, easements and appurtenances thereto belonging, which, more particularly, includes the space and premises as may be shown on "Exhibit A" if and as may be attached hereto, for a term of one year, commencing at midnight of the day previous to the lease term, which shall be on the 30th day of June, 2006 and ending at midnight on the last day of the lease term, which shall be on the 30th day of June 2007, upon the condition that the Tenant pays rent therefor, and otherwise performs as this lease provided.

2. RENTAL. Tenant agrees to pay to Landlord as rental for the said term, as follows: \$1.00 per month. All sums shall be paid at the address of the Landlord, as above designated.

3. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this lease, and shall yield possession to the Landlord at the time and date of the close of

this lease term, except as herein otherwise expressly provided. Should the Landlord be unable to give possession on said date, Tenants only damages shall be a rebating of the pro rata rental.

4. USE OF THE PREMISES. Tenant covenants and agrees during the term of this lease to use and occupy the leased premises only for a Residential Care Facility pursuant to all rules and regulations of the State Department of Inspections and Appeals. For restrictions on such use, see paragraphs (c), 6 (d) and 11 (b) below.

5. QUIET ENJOYMENT. Landlord covenants that its estate in said premises is in fee simple and that the Tenant on paying the rent herein reserved and performing all the agreements by the Tenant to be performed as provided in this lease, shall and may peaceably have, hold and enjoy the demised premises for the term of this lease free from molestation, eviction or disturbance by the Landlord or any other persons or legal entity whatsoever. (But see paragraph 14, below.) Landlord, shall have the right to mortgage all of its right, title, interest in said premises at any time without notice, subject to this lease.

6. CARE AND MAINTENANCE OF PREMISES. (a) Tenant takes said premises in their present condition except for such repairs and alterations as may be expressly herein provided. Landlord shall be expressly responsible for the cost of all repairs to the buildings and associated equipment which requires specialized repair personnel. Tenant shall be responsible for all ordinary repairs to the facility and premises which do not require specialized repair personnel.

(b) Landlord's Duty Of Care And Maintenance. Landlord will keep the roof structural part of the floor, walls and other structural parts of the building in good repair along with the furnace, plumbing, sewage and electrical systems.

(c) Tenant's Duty of Care And Maintenance. Tenant shall, after taking possession of said premises and until the termination of this lease and actual removal from the premises, at its own expense, care for and maintain said premises in a reasonably safe and serviceable condition, except for structural parts of the building. Tenant will furnish its own interior and exterior decorating. Tenant will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the Tenant, its agents or employees. Tenant agrees to keep faucets closed so as to prevent waste of water and flooding of premises; to promptly take care of any leakage or stoppage in any of the water, gas or waste pipes. The Tenant agrees to maintain adequate heat to prevent freezing of pipes, if and only if the other terms of this lease fix responsibility for heating upon the Tenant. Tenant at its own expense may install floor covering and will maintain such floor covering in good condition. Tenant will be responsible for the plate glass in the windows of the leased premises and for maintaining the parking area, driveways and sidewalks on and abutting the leased premises. Tenant shall make no structural alterations or improvements without the written approval of the Landlord first had and obtained, of the plans and specifications therefor.

(d) Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality, the laws of the State of Iowa and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public. Tenant will not allow trash of any kind to accumulate on said premises in the halls or in the yard in front, side or rear thereof and it will remove same from the premises at its own expense. Tenant also agrees to remove snow and ice and other obstacles from the sidewalk on or abutting the premises.

7. UTILITIES AND SERVICES. (a) Tenant, during the term of this lease, shall pay, before delinquency, all charges for use of telephone, water, sewer, gas, heat, electricity, power, air conditioning, garbage disposal, trash disposal and not limited by the foregoing all other utilities and services of whatever kind and nature which may be used in or upon the demised premises.

(b) Air conditioning equipment and maintenance thereof shall be furnished at the expense of Tenant.

(c) Janitor service shall be furnished at the expense of the Tenant.

(d) Heating shall be furnished at the expense of the Tenant.

8. SURRENDER OF PREMISES AT END OF TERM-REMOVAL OF FIXTURES. (a) Tenant agrees that upon the termination of this lease, it will surrender, yield up and deliver the leased premises in good and clean condition, except in the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant. See also 11(a) and 11 (e) below.

(b) Tenant may, at the expiration of the term of this lease, or renewal or renewals thereof or at a reasonable time thereafter, if Tenant is not in default hereunder, remove any fixtures or equipment which said Tenant has installed in the leased premises, providing said Tenant repairs any and all damages caused by removal.

(c) Holding over. Continued possession, beyond the expiratory date of the term of this lease, by the Tenant, coupled with the receipt of the specified rental by the Landlord (and absent a Written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month to month extension of this lease.

9. ASSIGNMENT AND SUBLETTING. Any assignment of this lease or subletting of the premises or any part thereof, Without the Landlord's Written permission shall, at the option of the Landlord, make the rental for the balance of the lease Term due and payable at once. Such written permission shall not be unreasonably withheld.

10. REAL ESTATE TAXES. (a) All real estate taxes, except as may be otherwise expressly provided in this paragraph 10, levied or assessed by lawful authority (but

reasonably preserving Landlord's rights of appeal) against said real property shall be timely paid by the Landlord.

(b) Increase in such taxes, including those increases caused by improvements of Tenant shall be paid by Landlord.

(c) Personal property taxes. Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving Tenant's rights of appeal) against its personal property on the premises, during the term of this lease.

(d) Special assessments shall be timely paid by the Landlord.

11. INSURANCE. (a) Landlord and Tenant will each keep its respective property interests in the premises and its liability in regard thereto, and the personal property on the premises, reasonably insured against hazards and casualties; that is, fire and those items usually covered by extended coverage; and Tenant will procure and deliver to the Landlord a certification from the respective insurance companies to that effect. Such insurance shall be made payable to the parties hereto as their interests may appear, except that the Tenant's share of such insurance proceeds are hereby assigned and made payable to the Landlord to secure rent or other obligations then due and owing Landlord by Tenant. See also 11 (e) below.

(b) Tenant will not do or omit the doing of any act which would vitiate any insurance, or increase the insurance rates in force upon the real estate improvements on the premises or upon any personal property of the Tenant upon which the Landlord by law or by the terms of this lease, has or shall have a lien.

(c) Subrogation rights are not to be waived unless a special provision is attached to this lease.

(d) Tenant further agrees to comply with the recommendations of Iowa Insurance Service Bureau and to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said premises and on the building of which said premises are a part, due to increased risks or hazards resulting from Tenant's use of the premises otherwise than as herein contemplated and agreed.

(e) Insurance proceeds. Landlord shall settle and adjust any claim against any insurance company under its said policies of insurance for the premises, and said insurance monies shall be paid to and held by the Landlord to be used in payment for cost of repairs or restoration of damaged building, if the destruction is only partial. See also 11(a) above.

12. INDEMNITY AND LIABILITY INSURANCE. Except as to any negligence of the Landlord, arising out of roof and structural parts of the building. Tenant will protect, indemnify and save harmless the Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence

causing or inflicting injury and/or damage to any person or property, happening or done, in, upon or about the leased premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the Tenant or any person claiming through or under the Tenant. The Tenant further covenants and agrees that it will be at its own expense procure and maintain casualty and liability insurance in a responsible company or companies authorized to do business in the State of Iowa, in amounts not less than \$100,000 for any one person injured, and \$500,000 for any one accident, and with the limits of \$25,000 for property damage, protecting the Landlord against such claim, damages, costs or expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the demised premises during the term thereof. Certificates and copies of said policies, naming the Landlord, and providing for fifteen (15) days' notice to the Landlord before cancellation shall be delivered to the Landlord within twenty (20) days from the date of the beginning of the term of this lease. As to insurance of the Landlord for roof and structural faults, see paragraph 11 (a) above.

13. FIRE AND CASUALTY. Partial Destruction of Premises. (a) In the event of a partial destruction or damage of the leased premises, which is a business interference, that is, which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after its occurrence, this lease shall not terminate but the rent for the leased premises shall abate during the time of such business interference. In the event of partial destruction, Landlord shall repair such damages within sixty (60) days of its occurrence unless prevented from doing so by acts of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, city ordinances, labor, material or transportation shortages, or other causes beyond the Landlord's reasonable control.

(b) Zoning. Should the zoning ordinance of the city or municipality in which this property is located make it impossible for Landlord, using diligent and timely effort to obtain necessary permits and to repair and/or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as in the next paragraph provided.

(c) Total Destruction Of Business Use. In the event of a destruction or damage of the leased premises including the parking area (if a parking area is a part of the subject matter of this lease) so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within sixty (60) days this lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within twenty (20) days after such days after such destruction. Tenant shall surrender possession within ten (10) days after notice issues, and each party shall be released from all future obligations hereunder, Tenant paying rental pro rata only to the date of the destruction. In the event of such termination of this lease, Landlord at its option, may rebuild or not, according to its own wishes and needs.

14. CONDEMNATION. (a) Disposition Of Awards. Should the whole or any part of the demised premises be condemned or taken by a competent authority for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.

(b) Date of Lease Termination. If the whole of the demised premises shall be so condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved as in paragraph 14(a) above.

15. TERMINATION OF LEASE AND DEFAULT OF TENANT. (a) Termination Upon Expiration Or Upon Notice Of Defaults. This lease shall terminate upon expiration of the demised term; or if this lease expressly and in writing provides for any option or options, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms. Upon default of payment of rental herein or upon any other default by Tenant in accordance with the terms and provisions of this lease, this lease may at the option of the Landlord be cancelled or forfeited, provided, however, before any such cancellation and forfeiture except as provided in 15(b) below, Landlord shall give Tenant a written notice specifying the default, or defaults, and stating that this lease will be cancelled and forfeited forty-five (45) days after the giving of such notice, unless such default, or defaults, are remedied within such grace period. (See paragraph 22 below.) As an additional optional procedure or as an alternative to the foregoing (and neither exclusive of the other) Landlord may proceed as in paragraph 21, below, provided.

(b) Bankruptcy or Insolvency Of Tenant. In the event Tenant is adjudicated a bankrupt or in the event of a judicial sale or other transfer of Tenant's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days from the giving of notice thereof by Landlord to Tenant, then and in any such events, Landlord may, at its option, immediately terminate this lease, reenter said premises, upon giving of (10) days' written notice by Landlord to Tenant, all to the extent permitted by applicable law.

c) In (a) and (b) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

(d) Acceptance of keys, advertising and re-renting by the Landlord upon the Tenant's default shall be construed only as an effort to mitigate the damages by the Landlord, and not as an agreement to terminate this lease.

16. RIGHTS OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law,

may, but need not, perform such term, covenant or condition, or make good such default and any amount advanced shall be paid forthwith on demand, together with interest at the rate of _____% per annum, from the date of the advance.

17. Signs. (a) Tenant shall have the right and privilege of attaching, affixing, painting or exhibiting signs on the leased premises, provided only (1) that any and all signs shall comply with the ordinances of the city or municipality in which the property is located and the laws of the State of Iowa; (2) such signs shall not change the structure of the building; (3) such signs if and when taken down shall not damage the building; and (4) such signs shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld.

b) Landlord during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

18. MECHANIC'S LIENS. Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant therein, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof shall at any time be or become entitled to any lien thereon, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

19. LANDLORD'S LIEN AND SECURITY INTEREST. (a) Said Landlord shall have in addition to the lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions therefor, kept and used on said premises by Tenant. Landlord may proceed at law or in equity with any remedy provided by law or by this lease for the recovery of rent, or for termination of this lease because of Tenant's default in its performance.

(b) Spouse. If spouse is not a Tenant, then the execution of this instrument by the spouse shall be for the sole purpose of creating a security interest on personal property and waiving rights of homestead, rights of distributive share, and exemptions.

20. SUBSTITUTION OF EQUIPMENT, MERCHANDISE, ETC. (a) The Tenant shall have the right, from time to time, during the term of this lease, or renewal thereof, to sell or otherwise dispose of any personal property of the Tenant situated on the said demised premises, when in the judgement of the Tenant it shall have become obsolete, outworn or unnecessary in connection with the operation of the business on said premises; provided, however, that the Tenant shall, in such instance (unless no substituted article or item is necessary) at its own expense, substitute for such items of personal property so sold or otherwise disposed of, a new or other item in substitution thereof, in like or greater value and adopted to the affixed operation of the business upon the demised premises.

(b) Nothing herein contained shall be construed as denying to the Tenant the right to dispose of inventoried merchandise in the ordinary course of the Tenant's trade or business.

21. RIGHTS CUMULATIVE. The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

22. NOTICE AND DEMANDS. Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent; addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States mail and so deposited in a United States mail box.

23. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC. ~ Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

24. CHANGES TO BE IN WRITING. None of the covenants, provisions, terms or conditions of this lease to be kept or performed by Landlord or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant. This lease contains the whole agreement of the parties.

25. RELEASE OF DOWER. Spouse of Landlord, appears as a party signatory to this lease solely for the purpose of releasing dower, or distributive share, unless said spouse is also a co-owner of an interest in the leased premises.

26. CONSTRUCTION. Words and phrases herein, including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

27. Waiver of the Subrogation Rights hereto attached is by this reference made a part hereof.

28. This Agreement is subject to approval by the Social Security Administration and the Iowa Department of Human Services.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease in duplicate the day and the year first above written.

TENANT - Country Life Health Care, Inc.

LANDLORD - Mahaska County, Iowa

s/ Robert Kelley
Robert Kelley, President

s/ Greg Gordy
Chairman – Board of Supervisors

It was moved by Rouw seconded by VanWeelden to approve the following 28E Agreement Regarding Insurance Between Mahaska County, Iowa and Country Life Health Care, Inc. All present voted aye. Motion carried.

28E AGREEMENT REGARDING INSURANCE BETWEEN
MAHASKA COUNTY, IOWA AND COUNTRY LIFE HEALTH CARE, INC.

1. This agreement is entered into by Country Life Health Care, Inc., a nonprofit private agency hereinafter referred to as "Operator", and Mahaska County, a political subdivision of the State of Iowa, here-inafter referred to as "County", pursuant to Chapter 28E of the 1989 Code of Iowa.
2. Whereas the parties have entered into a separate written agreement entitled "Agreement between Mahaska County, Iowa, and Country Life Health Care, Inc.", hereinafter referred to as "Operation Agreement", regarding the operation of the Mahaska County Care Facility, hereinafter referred to as "Facility", to be operated according to specific terms and conditions as set forth in the Operation Agreement, it is the purpose of this Section 28E Agreement regarding Insurance, hereinafter referred to as "28E Insurance Agreement", to provide insurance coverage for Operator's employees who work at the Facility, said employees hereinafter referred to as "Facility Employees", for the duration, and limited to the duration, of the life of the Operation Agreement.
3. Group dental insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The dental coverage for Facility Employees shall be identical to that coverage provided to all employees of the County as set forth in the Master Agreement between Employee Group Services, Ltd., and County, and said Master Agreement is incorporated herein by reference.
4. Group health insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The health insurance coverage for the Facility Employees shall be identical to that coverage provided to all employees of the County, as set forth in the Master Agreement between Employee Group Services, Ltd., and County, and said Master Agreement is incorporated herein by reference.
5. Group life insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The life insurance coverage for the Facility Employees shall be identical to that coverage provided to all employees of the County, as

set forth in the Master Agreement between Commercial Union Life Insurance Company and the County, and said Master Agreement is incorporated here by reference.

6. Group pharmacy insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The pharmacy insurance coverage shall be identical to that coverage provided to all employees of the County as set forth in the Master Agreement between Employee Group Services, Ltd., and County, and said Master Agreement is incorporated here by reference.

7. Group vision insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The vision insurance coverage shall be identical to that coverage provided to all employees of the County as set forth in the Master Agreement between Employee Group Services, Ltd., and County, and said Master Agreement is incorporated herein by reference.

8. This 28E Insurance Agreement shall be overseen by a joint board consisting of the Board of Directors of Country Life Health Care, Inc. and the Board of Supervisors of Mahaska County.

9. The Operator agrees to pay premiums per employee to the Mahaska County Auditor by the 25th of each month. The Mahaska County Auditor shall then deposit the premium in the Mahaska County Employee's Trust Fund. Claims shall then be paid out of the Mahaska County Employee's Trust Fund. The monthly premium amount per employee for the period July 1, 2006 through June 30, 2007, will be as follows: for the medical insurance coverage \$1080.00 for a family, and \$465.00 for a single employee; for dental insurance coverage \$30.00 for a single employee, and \$70.00 for a family; for life insurance coverage it shall be \$3.30 per employee; for vision insurance coverage \$11.00 for a single employee and \$22.00 for a family. The operator shall pay said premiums to the Mahaska County Auditor by the 25th of each month, and said premiums are for coverage beginning the first day of the following month; for example, premiums paid by May 25th are coverage beginning June 1 of that year. Operator agrees that each premium year shall run from July 1 through June 30, and that the Operator shall abide by the decisions made jointly between the County Board of Supervisors and the insurance providers with regard to the monthly premium amount set per premium year. Insurance coverage for Facility Employees shall begin July 1, 2006, provided said premium is timely paid. Insurance premium for any particular Facility Employee who begins employment on or after the 25th of the month but prior to the first of the following month shall be considered timely paid if paid by the first of the month following the month in which they started. New Facility Employees shall not be covered in the month in which they start.

10. The parties agree that either party may cancel this agreement at any time by giving the other party thirty (30) days written notice. The written notice should be by certified mail.

11. A failure on behalf of the Operator to timely make the premium payments provided for herein shall be considered a voluntary termination of this agreement by the Operator.

12. If any term or provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Dated this Third day of July, 2006.

s/ Greg Gordy
Chairperson
Mahaska County Board of Supervisors

s/Robert Kelley
Robert Kelley, President
Country Life Health Care, Inc.

It was moved by Rouw seconded by VanWeelden to approve the recommendation of Troy Bemis, Maintenance Department to approve the second review for Russell Andeway (law enforcement center custodian) and to increase his salary by \$.50 cents per hour. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the quarterly report for the 4th quarter of 2005-2006 for the Sheriff and Auditor and the annual report for fiscal year 2005-2006 of the Auditor. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to fund the following Tax Credits at the same level as the state allows: 77% of the value of the Homestead Tax Credit; 100% of the value of the Military Service Property Tax Exemption; and 94% of the value of the Elderly & Disabled Tax Credit – including Mobile Home, Special Assessment and Property credits for the fiscal year 2006-2007. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to disallow the following 2005 Homestead and military applications: Parcel #10-13-476-005, for Homestead; And Parcel #'s 10-01-252-011; 03-17-300-016; 05-33-200-006; 02-21-400-003 ;11-17-302-003 and 11-19-254-012 Military Exemptions. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to appoint Brian Knudtson as the HIPAA Security Officer for Mahaska County. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the Support Agreement with "Solutions" for 2006-2007. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the following R.U.S.S. Resolutions with the City of Harper and City of Argyle. All present voted aye. Motion carried.

Resolution

We the Mahaska County Board of Supervisors, as a member of Regional Utility Service Systems (RUSS), do hereby approve and authorize RUSS to enter into a “Joint Agreement for the Erection, Maintenance, and Operation of Plants and Systems for Sanitary Sewer Services” with the Argyle Sanitary Sewer District Board of Trustees. In testimony whereof, the member counties duly authorize the Regional Utility Service Systems Commission to execute this Agreement and issue such revenue bonds or assume other debt obligations for the project as is necessary.

Approval of Supervisors:

s/ Greg Gordy 7-3-06

Supervisor Signature

s/Lawrence Rouw 7-3-06

Supervisor Signature

s/Henry W. VanWeelden 7-3-06

ATTEST:

s/Kay Swanson

County Auditor Signature

Resolution

We the Mahaska County Board of Supervisors, as a member of Regional Utility Service Systems (RUSS), do hereby approve and authorize RUSS to enter into a “Joint Agreement for the Erection, Maintenance, and Operation of Plants and Systems for Sanitary Sewer Services” with the City of Harper.. In testimony whereof, the member counties duly authorize the Regional Utility Service Systems Commission to execute this Agreement and issue such revenue bonds or assume other debt obligations for the project as is necessary.

Approval of Supervisors:

s/Greg Gordy 7-3-06

Supervisor Signature

s/Lawrence Rouw 7-3-06

Supervisor Signature

s/Henry W. VanWeelden 7-3-06

Supervisor Signature

ATTEST:

s/Kay Swanson

County Auditor Signature

It was moved by VanWeelden seconded by Rouw to approve the following Interfund Operating Transfer Resolution for 2006-2007. All present voted aye. Motion carried.

RESOLUTION FOR INTERFUND OPERATING TRANSFER

WHEREAS, IT IS DESIRED TO AUTHORIZE THE AUDITOR TO PERIODICALLY TRANSFER FUNDS FROM THE GENERAL BASIC FUND AND RURAL SERVICES BASIC FUND TO THE SECONDARY ROAD FUND DURING the 2006-2007 budget year, and **WHEREAS**, said transfer must be in accordance with section 331.432 of the Code of Iowa,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF MAHASKA COUNTY, IOWA as follows:

- Section 1.** The total maximum transfer from the General Basic Fund to the Secondary Road Fund for the fiscal year beginning July 1, 2006 shall not exceed the sum of \$123,559.00 and the total maximum transfer from the Rural Services Basic Fund to the Secondary Road Fund for the fiscal year beginning July 1, 2006 shall not exceed the sum of \$1,271,843.00.
- Section 2.** On the quarterly basis after being notified of the apportionment of current property taxes, state replacement against levied property taxes, mobile home taxes, military services tax credit replacements, or livestock credit replacements to the General Basic or Rural Services Basic Funds, the auditor shall order a transfer from said fund to the Secondary Road Fund.
- Section 3.** The amount of the transfer required by Section 2 shall be equal to the apportionment made under Section 2 to the General Basic or Rural Services Basic Fund, respectively, multiplied by the ratio of said fund total maximum transfer to the Secondary Road Fund, to the sum of said fund's total current property tax levy, total mobile home taxes, total military service tax credit replacements and total livestock credit replacements.
- Section 4.** Notwithstanding the provisions of sections 2 and 3 of the resolution, total transfers shall not exceed the amounts specified in Section 1.
- Section 5.** Notwithstanding the provisions of sections 2 and 3 the amount of any transfer shall not exceed available fund balances in the transferring fund.
- Section 6.** The auditor is directed to correct his/her books when said operating transfers are made and to notify the treasurer and county engineer of the amounts of said transfers.

Dated this 3rd day of July, 2006

Chairman Board of Supervisors

It was moved by VanWeelden seconded by Rouw to approve the following appropriations resolution for 2006-2007. All present voted aye. Motion carried.

APPROPRIATIONS RESOLUTION

WHEREAS, It is desired to make appropriations for each of the different officers and departments for the fiscal year beginning July 1, 2006 in accordance with Section 331.434 subsection 6, of the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Mahaska County, Iowa as follows:

SECTION 1. The amounts itemized by the fund and department or office on the following schedule are hereby appropriated from the resources of each fund as itemized, to the department or office listed.

SECTION 2. Subject to the provisions of other county procedures and regulations, and applicable state law, the appropriations authorized under Section 1 shall constitute authorization for the department or officer to make expenditures or incur obligations from the itemized fund, effective July 1, 2006.

SECTION 3. In accordance with section 331.437, Code of Iowa no department or officer shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditures of money for any purpose in excess of the amounts appropriated pursuant to this resolution.

SECTION 4. If at any time during the 2006/2007 budget year the auditor shall ascertain that the available resources of a fund for that year will be less than said fund's total appropriations, he/she shall immediately so inform the board and recommend corrective action.

SECTION 5. Auditor shall establish separate accounts for the appropriations authorized in section 1, each of which account shall indicate the amount of appropriations, the amounts charged thereon, and the unencumbered balance. The Auditor shall report the status of accounts to the applicable departments and officers quarterly during the 2006/2007 budget year.

SECTION 6. The appropriations authorized to the resolution lapse at the close of business on June 30, 2007.

APPROPRIATIONS:

Non departmental - \$2,771,842.00; (General Basic Fund \$603,868.00; General Supplemental Fund \$30,575.00; Rural Services Basic Fund \$1,403,999.00; Revolving Loan Fund \$1,000.00; Local Option Sales Tax Fund \$732,400.00); **Board of**

Supervisors - \$146,308.00; (General Basic Fund \$102,345.00; General Supplemental Fund \$43,963.00); **Auditor** - \$356,566.00; (General Basic Fund \$162,848.00; General Supplemental Fund \$193,718.00); **Treasurer** - \$392,709.00; (General Basic Fund \$275,874.00; General Supplemental Fund \$116,835.00); **Attorney** - \$ 233,386.00; (General Basic Fund \$178,501.00; General Supplemental Fund \$54,885.00); **Sheriff** - \$980,828.00; (General Basic Fund \$470,668.00; General Supplemental Fund \$169,075.00; Rural Services Fund \$341,085.00); **Recorder** - \$130,568.00; (General Basic Fund \$92,023.00; General Supplemental Fund \$37,545.00; Records Management Fund \$1000.00); **GIS Coordinator** - \$69,533.00; (General Basic Fund \$57,439.00; General Supplemental Fund \$12,094.00); **Engineer** - \$5,390,000.00; (Secondary Road Fund \$5,370,000.00); (Rural Services Fund \$20,000.00) **Veterans Affairs** - \$74,401.00; (General Basic Fund \$72,333.00; (General Supplemental Fund \$2,068.00); **County Conservation** - \$390,569.00; (General Basic Fund \$307,569.00; Land Acquisition Trust Fund \$60,000.00; Reap Fund \$23,000.00); **Public Health Nursing** - \$203,545.00; (General Basic Fund \$202,345.00; General Supplemental Fund \$1,200.00); **Roadside Vegetation Management** - \$113,391.00; (Rural Services Basic Fund \$113,391.00); **Community Services** - \$158,783.00; (General Basic Fund \$147,644.00; General Supplemental Fund \$11,139.00); **County Care Facility** - **\$17,190.00**; (General Basic Fund \$5,000.00; General Supplemental Fund \$12,190.00); **Medical Examiner** - **\$31,675.00**; (General Basic Fund \$31,500.00; General Supplemental Fund \$175.00) **Correctional Services** - \$772,795.00; (General Basic Fund \$591,949.00; General Supplemental Fund \$180,846.00); **District Court** - \$271,018.00; (General Basic Fund \$10,000.00; General Supplemental Fund \$261,018.00); **Libraries** - \$46,010.00; (General Supplemental Fund \$260.00; Rural Services Basic Fund \$45,750.00); **Mahaska Building** - \$19,240.00 (General Basic Fund \$17,120.00; General Supplemental Fund \$2,120.00); **Environmental Services** - \$79,891.00; (Rural Services Basic Fund \$79,891.00); **Pioneer Cemeteries** - \$5,000.00; (General Basic Fund \$5,000.00); **Crime Prevention** - \$89,599.00 (General Basic Fund \$88,299.00; General Supplemental Fund \$1,300.00); **Law Enforcement Center** - \$124,543.00; (General Basic Fund \$124,543.00); **Courthouse** - \$152,481.00; (General Basic Fund \$115,855.00; General Supplemental Fund \$36,626.00); **Information Technology** - \$51,365.00; (General Basic Fund \$51,040.00; General Supplemental Fund \$325.00); **Drivers License** - \$104,587.00; (General Basic Fund \$70,725.00; General Supplemental \$33,862.00); **North Square Building** - \$200.00; (General Basic Fund \$200.00) **Substance Abuse Treatment** - \$104,476.00 (General Supplemental Fund \$104,476.00) **Mental Health** - \$2,315,547.00; (Mental Health Services Fund \$2,315,547.00); **Human Services Administration** - \$72,550.00; (General Basic Fund \$72,150.00; General Supplemental Fund \$400.00); **Operating Transfers** - \$1,395,402.00 (General Basic Fund \$123,559.00; Rural Services Basic Fund \$1,271,843.00); **Animal Control** - \$179,424.00; (Stephens Memorial Animal Shelter Fund \$179,424.00); **Emergency Management** - \$100,213.00; (Emergency Management Fund \$100,213.00); **Assessor** - \$233,144.00; (County Assessor Agency Expense Fund \$233,144.00); **Communications** - \$522,720.00 (Surcharge - \$140,690.00; (E911 Surcharge Fund \$140,690.00; Operations - \$382,030.00; (Public Safety E911 Operations Fund \$382,030.00).

Dated this 3rd day of July, 2006.

Greg Gordy
Chairman Board of Supervisors

It was moved by VanWeelden seconded by Rouw to approve the following salaries for the 2006/2007 fiscal year as set and approved in the adoption of the county budget for 2006/2007 adopted on March 6, 2006. All present voted aye. Motion carried.

The compensation board recommended the following salary increases. Attorney; Auditor; Recorder, Sheriff and Treasurer 12% and Supervisors 6%. The supervisors reduced the increases by 50%. Salaries approved for elected officials by the compensation board are as follows after being reduced by the Board of Supervisors at the January 3, 2006 board meeting. All of the salaries are effective July 1, 2006.

Elected Officials:

Supervisors - \$26,020.00; Auditor - \$45,080.00; Treasurer - \$44,340.00; Attorney - \$72,560.00; Sheriff - \$56,740.00; Recorder - \$43,760.00; Auditor's deputies – Sue Brown - 80%; Jody Gott - 70%; Sheryl Shaw - 60% of the auditor's salary; Elections Administration – Teresa Paige - 65% of the auditor's salary; Charlotte Shrago – \$8.33 per hour – part time; Poll workers – \$7.00 per hour; Treasurer's deputies – Treasurer Management Dept. – Connie Schippers - 80%; Shauna Hol – 60% of the treasurer's salary; Motor Vehicle License Dept. – Judy Stone - 74%; Theresa Haworth - 70%; Tracey Gilliland - 60%; Michelle VanWyk - 60% of the treasurer's salary; Drivers License Dept. – Danny Bridges - 65%; Sheila MacKaig 60% of the Treasurer's salary; Virginia Rexroth - \$10.19 per hour- part time; Brandi Schippers - \$8.88 per hour - part time; Cynthia Hirchak - \$8.67 per hour - part time; Marilyn Boomershine - \$8.16 per hour - part time; Attorney's Office – Assistant County Attorney – Misty White-Reinier - \$44,800.00; Administrative Assistant – Valerie Lindenman - \$33,747.00; Legal Secretary – Rebecca Ingamells - \$9.79 per hour - part-time; Sheriff's Office – Civil Clerk – Kathleen Anderson - \$28,467.00; Civil Clerk – Judy Heinrichs - \$28,467.00; Civil Clerk – Renee Steinke - \$34,291.00; Reserve Officer – Dennis Dursky - \$9.50 per hour; Reserve Officer Transporters – \$6.75 per hour; Sheriff's Deputies – Richard Adams - 80%; Donald DeKock - 80%; Lyle Dickey - 80%; Matthew McCain - 80%; Charles Douglas McMillan – 80%; Scott Miller - 80%; Randy Poe - 80%; Trevor Wells - 85% of the sheriff's salary; Adult Corrections – Jail Administrator – Larry Septer - \$41,976.00; Jailers – Michelle Burroughs - \$36,436.00; Talisa Cloyed - \$33,859.00; Robert Draughn, Jr. - \$33,358.00; Kevin Durian - \$36,436.00; Christina Jackson - \$32,527.00; Julie Jones - \$36,436.00; Danielle Kesterson - \$29,032.00; Dana Linderman - \$35,867.00; Tricia McElderry - \$29,008.00; Jessica McGrath - \$25,000.00; Benjamin Seibert - \$27,333.00; Adam Shores - \$27,333.00; Mark Casey - \$25,000.00; Emmy Voss - \$8.50 per hour – part time; Recorder's deputy – Amy Molyneux - 80% of the recorder's salary; Charlotte Shrago - \$8.33 per hour - part-time; Information Technology – GIS Coordinator – Brian Knudtson - \$36,500.00; Veterans Affairs – Director – Karie Foster - \$11.20 per hour; Commission Board members – Richard Venter - \$318.00;

Joe Durian - \$318.00; Ted Smith - \$318.00; Conservation Department – Conservation Director – Michael Gipple - \$37,756.00; Administrative Assistant – Shirley Sturmsma - \$8.77 per hour; Naturalist – Peter Eyheralde - \$30,058.00; Park Technician – Richard Flander - \$25,470.00; Park Ranger – Carrie Bond - \$26,500.00; Summer Park Ranger – Jarret Cook- \$9.00 per hour – part-time; Summer Help - \$7.00 per hour (3 employees) – part-time; Building Maintenance Department – Maintenance Custodian – Troy Bemis - \$15.11 per hour (40% law center and 60% courthouse); Law Center Custodian – Russell Andeway - \$9.54 per hour; Courthouse Custodian – Barbara Crispen - \$11.98 per hour; Part-time help - \$7.00 per hour; Environmental Services – Sanitarian – Donald Russell - \$45,000.00; Central Point of Coordination – Administrator – Joleen Arnold - \$44,782.00 (20% community relief and 80% mental health dept.); General Relief Director – Connie Kitzman – \$26,267.00 (80% community relief and 20% mental health dept.); Case Management – Case Manager – Christy VanWyk - \$34,423.00; Case Manager – Laura Buch - \$34,423.00; Case Manager – Sharon Watson - \$13.75 per hour - part-time - 35 hr/wk; Case Manager – Karen Johnson- \$12.00 per hour - part -time - 30 hr/wk; Roadside Vegetation Management – Roadside Vegetation Manager – Benjamin Hoskinson - \$35,256.00; Roadside Assistant – Joshua Batterson - \$11.00 per hour - part-time; Engineer’s Office – County Engineer – Jerome Nusbaum - \$87,365.00; Assistant to the Engineer – Michael Rodwell - \$19.50 per hour; Clerk – Linda Forsythe - \$14.83 per hour; Secondary Road Department – Road Maintenance Supervisor – Howard Gay - \$21.77 per hour; Finish Dozer Operator (Final Grade Responsibility) – Dan Major - \$16.91 per hour; Maintenance & Equipment Operator – Darryl Beach - \$16.71 per hour; Maintenance & Equipment Operator – Randall Brostrom - \$16.71 per hour; Maintenance & Equipment Operator – Glenn Gerard - \$16.71 per hour; Maintenance & Equipment Operator – Scott Gilliland - \$16.71 per hour; Maintenance & Equipment Operator – Dale Hessing - \$16.71 per hour; Maintenance & Equipment Operator – Merlin Hite - \$16.71 per hour; Maintenance & Equipment Operator – Bill Swink, Jr. - \$16.71 per hour; Maintenance & Equipment Operator – Timothy Thornbrugh - \$16.71 per hour; Mechanic Level II – Don VanDonselaar - \$18.32 per hour; Mechanic Level II – Jerry Wright- \$18.32 per hour; Motor Grader Operator (Area Responsibility) – Rick Cady - \$16.91 per hour; Motor Grader Operator (Area Responsibility) – Kirk Corbin - \$16.91 per hour; Motor Grader Operator (Area Responsibility) – John Davis - \$16.91 per hour; Motor Grader Operator (Area Responsibility) – Ed Goemaat - \$16.91 per hour; Motor Grader Operator (Area Responsibility) – Douglas Rodwell - \$16.91 per hour; Motor Grader Operator (Area Responsibility) – Donnie Smith - \$16.91 per hour; Motor Grader Operator (Area Responsibility) – James A. Smith - \$16.91 per hour; Motor Grader Operator (Area Responsibility) – Mike Taylor - \$16.91 per hour; Motor Grader Operator (Area Responsibility) – Joshua Thornbrugh - \$16.91 per hour; Motor Grader Operator (Area Responsibility) – Scott VanGilst - \$16.91 per hour; Motor Grader Operator (Area Responsibility) – Bryan Weber - \$16.91 per hour; Engineering Technician II – Reid Stevens - \$16.76 per hour; Engineering Technician IV – Brandt Smith - \$18.49 per hour; Sign Manager – Dennis Houser - \$16.91 per hour; Custodian – LuVerne Braden - \$9.00 per hour - part time; Summer help – Scott Schippers - \$8.50 per hour; Mowers for summer – \$9.00 per hour.

It was moved by VanWeelden seconded by Rouw to open the public hearing for the Application for a Confinement Feeding Operation for Mahaska Pork L.P. located at SE NE of Section 2, Township 76 Range 14 (Monroe Township). All present voted aye. Motion carried. There were no written or oral comments on the application.

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

It was moved by VanWeelden seconded by Rouw to approve the application for Fireworks Display Permit for Justin VanDee, 603 Locust Street, Deep River, IA 52222. Display to be held on August 26, 2006 at 1232 100th Street, Sully, IA on property owned by Dale Brand, owner of Co-Line Welding. Applicant filed proper insurance documents. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the recommendation of the engineer to approve the contract with Fred Carlson Company, LLC of Decorah for \$1,793,733.71 for the following road projects: FM-CO62(56)—55-62 (Peoria PCC); FM-CO62(57)—55-62 (Barnes City HMA) and FM-CO62(58)—55-62 (Rose Hill south PCC). All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the recommendation of the engineer to reject the bid for the following project STP-E-CO62—8V-62 (Eddyville Cemetery Road) from Norris Asphalt, Ottumwa. All present voted aye. Motion carried.

During the work session with the engineer the board discussed seal coating on old highway 163 from Kirby Avenue to new 163 and Spring Valley corner to the county line.

It was moved by Rouw seconded by VanWeelden to appoint Deb Rurup to the Central Iowa Tourism Committee. Marie Ware had resigned. All present voted aye. Motion carried.

Mr. Rouw discussed the legal fees to be paid back to the county as a result of the law suit with the former County Attorney and former County Assessor.

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

Greg Gordy, Chairman
Mahaska County Board of Supervisors

ATTEST: _____
Kay Swanson, Mahaska County Auditor

