

August 15, 2011

The Mahaska County Board of Supervisors met in regular session on the above date at 9:00 a.m. in the third floor conference room of the Mahaska County courthouse. Present were the following board members: Chairman – Henry W. VanWeelden, vice chairman – Greg Gordy and member Ken Rozenboom. Also present were the following: Scott Dailey, KBOE Radio; Duane Nollen, Oskaloosa Herald; Lawrence Rouw; Eric Dursky, Mahaska County Sanitarian; David Sedivec, Mahaska County Conservation Director; Sone Scott; Mahaska County Treasurer; Miranda Johnson, MCARD Director; Beth Danowsky, MCRF; Vernon Wells; Mike Brand; Jerome Nusbaum, Mahaska County Engineer and Kay Swanson, Mahaska County Auditor.

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

Chairman VanWeelden called the meeting to order with a moment of silence.

It was moved by Gordy seconded by Rozenboom to approve the agenda for today's meeting. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rozenboom to approve the minutes of August 1st and 8th. All present voted aye. Motion carried.

Eric Dursky, Mahaska County Sanitarian gave the board his monthly report and it was placed on file.

David Sedivec, Mahaska County Conservation Director gave the board his monthly report and it was placed on file.

Miranda Johnson, Mahaska County Agricultural and Rural Development Director gave the board her monthly report and it was placed on file.

It was moved by Gordy seconded by Rozenboom to approve the monthly report for Veterans Affairs Commission for July, 2011. All present voted aye. Motion carried.

Mahaska County Treasurer requested that the following parcels be abated. They have been removed from Mahaska County. The Mahaska County Treasurer collected pro-rate of taxes on the following BLL (Mobile homes on Leased Land) and has issued tax clearances for the removal of the BLL's for the following parcels showing tax paid through June 30, 2011. The pro-rate collected will be applied to the tax currently due.

Please abate the outstanding balance per parcel listed below:

Parcel # 15-03-200-15 - Jack/Richard Lee Shipman BLL on W 264' Lot 3 E1/2 NE VIN NEB49A22753 Abate \$34.00

Parcel # 11-15-100-013 Daryl Dean /Tiffany Ann Marie VandeGeest BLL on W 440' S 3/8 SWNW VIN 5747 Abate \$22.00

Parcel #13-30-200-015 Nickolas Cole/Sara Marie Bonnett, BLL on S528'W
412.5' SENE VIN SSDAL385264 Abate \$10.00

It was moved by Rozenboom seconded by Gordy to approve this request of the Treasurer to abate these taxes for FY2011. All present voted aye. Motion carried.

It was moved by Rozenboom seconded by Gordy to approve the request of the Treasurer to rehire Shirley Mitrison as seasonal part-time help at \$7.58 per hour during the tax collection period and to request that Sarah Hol be placed on the payroll as seasonal help at \$7.25 per hour during the tax collection season. All present voted aye. Motion carried.

It was moved by Rozenboom seconded by Gordy to approve the route of the Crop Walk scheduled for October 16, 2011. 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. Church World Service is the insurance provider. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rozenboom to terminate the lease for the county farm land. Notice will be sent to the current renters and will be bids will be requested later. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rozenboom to approve the following agreement. All present voted aye. Motion carried.

AGREEMENT

AGREEMENT MADE and executed this 1st day of July, 2011 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 641-80 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 services imposed upon the board by statute or administrative rule. Services shall be provided in compliance with 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

641-80 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, 2011, and shall continue until June 30, 2012.
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 by the and IAC 641-80. The hospital and Board of Health 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 hospital's 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 agree 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 \$125,000 (with the proposed budget of \$70,000 for Public Health services and \$55,000 for Home Care Aide services) contracted and rendered in FY 11/12 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 to the hospital for services provided pursuant to this agreement 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 there under 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 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 the 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 attachment represents the Local Public Health Services Grant awarded for FY 11/12.

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 Date 8-4-11

s/Henry W. VanWeelden Date 8-15-11

Mahaska County Board of Supervisors

Chairman

s/Calvin VanArkel Date 8-8-11

Mahaska County Board of Health

Chairman

It was moved by Gordy seconded by Rozenboom to approve the request of the Auditor to remove Sheryl Shaw from the Auditor's payroll effective August 22, 2011. All present voted aye. Motion carried.

It was moved by Rozenboom seconded by Gordy to approve the request of the Auditor to place Lorraine Sinnott on the payroll as real estate deputy at a salary of \$31,775.00 effective August 15, 2011. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rozenboom to set the public hearing dates for the Precinct Ordinance as September 6, 2011 and September 19th at 10:00 a.m. All present voted aye. Motion carried.

Beth Danowsky discussed the CAT Grant with the board for the county to contribute funds for the new stadium project. This was tabled until September 6th meeting.

Bids were opened for the project L—LN19(01)—11 Parking lot of Mahaska Building at 410 South 11th Street, Oskaloosa, IA.

Moore Construction	\$21,770.55
E & R Builders	26,562.66
McCulley Construction Co.	28,674.12
Steven's Concrete Limited	15,994.18

It was moved by Gordy seconded by Rozenboom to award the bid to Steven's Concrete Limited for \$15,994.18 and the county to purchase the concrete making a total cost of \$26,289.43. All present voted aye. Motion carried.

It was moved by Rozenboom seconded by VanWeelden to approve the Consultant Selection Committee Members for Project STP-S-CO62(69)--SE-62 as follows: Jerome Nusbaum, P.E., Mahaska County Engineer; Greg Gordy, Mahaska County Supervisor; Michael Schrock, Oskaloosa City Manager; Catherine Cutler, Iowa DOT District 5 Planner; Beth Danowsky, Mahaska Community Development Group. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rozenboom to approve material testing to be reimbursed by DOT for project BHS-CO62(55)—63-62. (Eveland Bridge) All present voted aye. Motion carried.

Mike Brand discussed with the board the removal of old bridge materials from the road on his property that had been closed. Now there is water backing up in his fields. It was moved by Rozenboom seconded by VanWeelden to split the cost with Mr. Brand to put 700-800 feet of tiling there. Vote was 2 ayes – 1 nay. Motion carried.

The engineer gave the board a list of proposed vehicles for auction.

Mr. Rozenboom reported that 10-15 buses will continue to operate and a contract will probably be ready on August 16, 2011.

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

Henry W. VanWeelden, Chairman
Mahaska County Board of Supervisors

ATTEST: _____
Kay Swanson, Mahaska County Auditor