

June 18, 2012

The Mahaska County Board of Supervisors met in regular session on the above date at 9:00 a.m. in the Magistrate Court Room third floor of the Mahaska County courthouse. Present were the following board members: Chairman – Greg Gordy; Vice chairman – Ken Rozenboom, member – Henry W. VanWeelden. Also present were the following: Ken Allsup, and Ginger Allsup, Oskey News; Duane Nolen, Oskaloosa Herald; Michael VanderMolen; Randy Kelley, Country Life Health Care; Dave Sedivec, Mahaska County Conservation Director; Julie Bak, Mahaska County CPC; Miranda Johnson, MCARD; Linda Forsythe, Sue Brown, Mahaska County Insurance Committee members; Reid Stevens, Mahaska County Secondary Road Department; Jack Reed, Iowa Negotiation Services; and Kay Swanson, Mahaska County Auditor.

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

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

It was moved by VanWeelden seconded Rozenboom to approve the agenda with the note that Eric Dursky, Mahaska County Sanitarian would not be present today. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rozenboom to approve the minutes of June 4th and 11th meetings. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rozenboom to approve the following letter of intent. All present voted aye. Motion carried.

Department of Human Services
Charles M. Palmer, Director
5th Floor, 1305 E Walnut
Des Moines, IA 50319

Letter of Intent

It is the intent of the Mahaska County Board of Supervisors, by and for Mahaska County, Iowa, pursuant to Senate File 2315 as signed by Governor Terry Branstad on May 25, 2012, to form a four-county region by the use of an Iowa Code Chapter 28E Agreement with Marion, Jasper, and Poweshiek Counties in Iowa for the purpose of implementing the regionalization and redesign of the Adult Mental Health and Disability Service System.

s/Greg Gordy	6-18-12
s/Ken Rozenboom	6-18-12
s/Henry VanWeelden	6-18-12
s/Kay Swanson	6-18-12

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

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

Eric Dursky, Mahaska County Sanitarian was absent but he emailed a report and it was placed on file.

Jack Reed, Iowa Negotiation Services, LLC gave the board a report of what his company does for employee negotiations. No decisions were made today.

Linda Forsythe of the Employee Health Insurance Committee gave the board a recommendation for wellness for this year. Tests and costs will be the same as last year. It was moved by Rozenboom seconded by VanWeelden to approve this recommendation. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rozenboom to approve the Veterans Affairs report for May, 2012. All present voted aye. Motion carried.

It was moved by Rozenboom seconded by VanWeelden to approve the following lease with County Life Health Care. All present voted aye. Motion carried.

LEASE-BUSINESS PROPERTY

THIS LEASE AGREEMENT, executed in duplicate, made and entered into this Fourth day of June, 2012 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 "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 farmland, 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, 2012 and ending at midnight on the last day of the lease term, which shall be on the 30th

day of June 2013, upon the condition that the Tenant pays rent therefore, and otherwise performs as this lease period provided.

2. RENTAL. Tenant agrees to pay to Landlord as rental for the said term, as follows: \$687.59 per month as rent. 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, Tenant's 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 6 (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. Tenant shall be expressly responsible for the cost (up to a limit of \$25,000 for the duration of this lease) of all repairs to the buildings and associated equipment which require specialized repair personnel, including furnace, plumbing, sewage and electrical systems. 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.

(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 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. 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 therefore.

(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 removal 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 to 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 Tenant.

(d) HEATING shall be furnished at the expense of 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) 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 the improvements of Tenant shall be paid by Landlord.

(c) Personal property taxes. Tenant agrees to 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 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 the 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 the 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 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 increase risks or hazards resulting from Tenant's use of the premises otherwise than as herein contemplated and agreed.

(d) 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 any and all loss, costs, damages 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 \$1,000,000_for any one person injured, and \$1,000,000 for any one accident, and with the limits of \$250,000_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 the Landlord, using diligent and timely effort to obtain necessary permits and to repair and/or rebuild so that the 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 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 the Tenant. Such termination in such event shall be effected by written

notice of one party to the other, within twenty (20) days after such destruction. Tenant shall surrender possession within ten (10) _ days after such notice issues, and each party shall be released from all further 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 giving 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, re-enter said premises, upon giving of ten (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. **RIGHT 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.** 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 therefore, 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 the termination of this lease because of Tenant's default in its performance.

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 judgment of the Tenant it shall 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. **RIGHT'S CUMULATIVE.** The various right's, 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 effect 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 the 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. **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.

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

27. 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
By: s/R.Kelley By: s/Greg Gordy, Chairman

It was moved by VanWeelden seconded by Rozenboom to sign the document to bind coverage with Heartland Insurance Risk Pool for fiscal year 2012-2013. All present voted aye. Motion carried.

It was moved by Rozenboom seconded by VanWeelden to approve the 10-15 Transit Resolution. All present voted aye. Motion carried.

RESOLUTION

A Resolution pertaining the 10-15 Transit 28E Agreement and County Authorization.

Whereas; Mahaska County is a Member of the 10-15 Transit System, and;

Whereas; The 10-15 Transit System located in Ottumwa, Iowa, provides transportation and services to the Residents of Mahaska County, and;

Whereas; The Mahaska County Board of Supervisors wish to enter into a new 28E Agreement as amended, and;

Whereas; The Mahaska County Board of Supervisors approve the 28 Agreement as amended with 10-15 Transit, and;

Whereas; The Mahaska County Board of Supervisors approve the appointment and authorization of Ken Rozenboom, as Mahaska County's Representative with full authorization to vote and sign on behalf of the County of Mahaska.

Therefore Be It Resolved; By the Mahaska County Board of Supervisors, that Resolution will be approved and adopted this 18th day of June, 2012.

Dated and approved this 18th day of June, 2012, at Oskaloosa, Mahaska County, State of Iowa.

s/Greg Gordy, Chairperson

s/Ken Rozenboom, Member

s/Henry W. VanWeelden, Member

Attest: Kay Swanson, County Auditor

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

Resolution

A Resolution pertaining to the Workers' Compensation Insurance for Mahaska County Employees.

Whereas, Mahaska County must provide Workers' Compensation insurance for County employees, and;

Whereas, insurance rates are based on experience factors that are annually analyzed by our insurance provider, and;

Whereas: Mahaska County's total Workers' Compensation losses for the three year period from fiscal year 2008 through fiscal year 2010 were \$4,544 compared to the industry average of \$205,605.

Therefore Be It Resolved, that the Mahaska County Board of Supervisors acknowledges the insurance savings to the County are realized because of the excellent safety record of County employees, and commends County employees for their commitment to safety in the workplace.

APPROVED AND ADOPTED this 18th day of June, 2012.

s/Greg Gordy, chairman

s/Ken Rozenboom, member

s/Henry W. VanWeelden, member

Attest: s/Kay Swanson, County Auditor

It was moved by VanWeelden seconded by Rozenboom to approve the request of the engineer to place Deborah Walling on the payroll as secondary road office manager at \$16.00 per hour (\$16.50 after 6 months) beginning on or about July 2, 2012. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rozenboom to approve and sign the plans for projects BROS-CO62(79)—8J62 Rutledge Avenue and BROS-CO62(80)—8J62 Merion Ave. RCB. All present voted aye. Motion carried.

There were no public comments today.

It was moved by Rozenboom 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