

May 21, 2001

The Mahaska County Board of Supervisors met on the above date at 9:00 a.m. in the third floor conference room of the Mahaska County courthouse. Board members present were: Greg Gordy, Howard Groenendyk and Henry W. VanWeelden. Also present was Diane Crookham-Johnson; Michelle Moore; Tucker Lillis; Don Sandor; Oskaloosa City Manager; Dennis Luebbe, County Engineer; Wayne Crile; Ken Hyndmarq Lori Faybik from the Ottumwa Courier and Kay Swanson, County Auditor. Chairman Groenendyk opened the meeting with a moment of silence.

It was moved by VanWeelden seconded by Gordy to approve the agenda. All ayes. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the minutes from May 7th and 15th meetings. All ayes. Motion carried.

It was moved by Gordy seconded by VanWeelden to open the public hearing fbr the amendment for Fiscal Year 2001 Mahaska County Budget. All ayes. Motion carried.

THEREUPON, the Board investigated and found that the notice of the time and place of hearing had, according to law, and as directed by the Board, been published and that the affidavit of publication is on file with the County Auditor.

THEREUPON, on said day, the hearing was taken up and considered. No objections were filed with verbally or in writing.. It was moved by VanWeelden seconded by Gordy to close the public hearing. All ayes. Motion carried.

THEREFORE, BE IT RESOLVED, that the Mahaska County Budget Service Areas be amended as follows:

Public Safety from \$2,065,946.00 to \$2,093,540.00; Court Services from \$228,354.00 to \$256,904.00; Physical Health & Education from \$194,450.00 to \$357,360.00; Mental Health, MR & DD from \$2,158,611.00 to \$2,228,611.00; County Environment from \$442,749.00 to \$506,263.00; State & Local Government Services from \$384,957.00 to \$387,457.00; Interprogram Services from \$1,127,560.00 to \$1,236,666.00; Nonprogram Current from \$5,000.00 to \$27,087.00.

The additional department appropriations will be as follows:

Nondepartmental \$101,885.00; Treasurer \$300.00; Sheriff \$40,020.00; Recorder \$1,000.00; Conservation \$37,916.00; Public Health \$162,910.00; Corrections \$1,724.00; District Court \$14,400.00; Jail Construction \$3,206.00; Mahaska Building \$38,000.00; Law Enforcement Center \$150.00; Courthouse \$14,750.00; MH/MR/DD \$70,000.00.

Revenues were amended as follows: Penalties, Interests & Costs on Taxes from \$5,300.00 to \$26,300.00; Intergovernmental from \$5,201,535.00 to \$5,504,374.00;

Charges for Services from \$330,380.00 to \$354,237.00; Use of Money & Property from \$412,857.00 to \$686,941.00 and Miscellaneous from \$120,000.00 to \$236,271.00

The above and foregoing resolution was adopted by the Board of Supervisors of Mahaska County on this 21st day of May, 2001, the vote thereon being as follows:

Ayes: Groenendyk, VanWeelden, Gordy

Nays: None. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the monthly report for April, 2001 and the 3rd quarter report 2001 for the Veterans Affairs Commission. All ayes. Motion carried.

Michelle Moore, from the Mahaska County Ag & Rural Development Committee gave her monthly report (April 9 to May 14, 2001) to the board.

It was moved by Gordy seconded by VanWeelden to approve the renewal license for liquor, wine or beer for Casey's at 2023 Indian Way, Oskaloosa, IA. All ayes. Motion carried.

The matter of the Courthouse Security Plan was tabled until a later date.

The matter of the maintenance contracts for air conditioning for the courthouse and law enforcement buildings was tabled for more information.

It was moved by Gordy seconded by VanWeeklen to approve the request of the Oskaloosa Community School, Fremont School, and Eddyville-Blakesburg School and Fremont City to place the question of the local sales and services taxes for school infrastructure projects on a ballot to be held September 25, 2001. All ayes. Motion carried.

The matter of the appointment to the Civil Service Commission was tabled until the June 4th meeting.

It was moved by Gordy seconded by VanWeelden to approve a Section 125 Pre-tax Cafeteria Plan for all county employees beginning July 1, 2001. Employee Group Services will do the administration services for this program. All ayes. Motion carried.

It was moved by Gordy seconded by VanWeeklen to approve the Assignment of Promissory Note for CEBA Loan 93-040 to the Iowa Department of Economic Development. The loan balance was \$38,025.00. All ayes. Motion carried.

The board discussed the road re-classification in Section 22/23 of White Oak Township with Wayne Crile. He wished to have a gate placed on this road. The matter was tabled until a later date.

The matter of Merino Avenue reconstruction was tabled until a later date. The matter of the Bridge #236260 load posting was tabled until next meeting.

The Motorgrader specifications were discussed and bids will be requested to be filed before June 18,2001 in the Auditor's Office.

The road classification for Section 1 Prairie Township is on the county line. The engineer will have some rock and do some maintenance to this road.

The Engineer has on file a petition fix the reclassification of a road in Spring Creek Section 35.

It was moved y Gordy seconded by VanWeeklen to approve the following resolution All ayes. Motion carried.

Secondary Road Assessment District

R E S O L U T I O N

WHEREAS, the Board of Supervisors is empowered under Section 311.7 of the 2001 Code of Iowa to improve roads with private funds; and

WHEREAS, the Secondary Road Department has received requests for the hard surfacing of existing secondary roads at considerable cost to the County; and,

WHEREAS, for roads having adequate width and drainage, as determined by the County Engineer, connecting to an existing pavement, and being considered for hard surfacing, the County will adopt the following:

NOW, THEREFORE, BE IT RESOLVED by the Mahaska County Board of Supervisors in session this 21st day of May, 2001, that the following be adopted as the County's policy for Secondary Road Assessment Districts:

1. The County will consider for hard surfacing of a road a minimum 5" thickness of Asphalt Cement Concrete. (A.C.C.)
2. Cost of the proposed paving shall be distributed as follows: 75% of the cost of the paving as determined by the County Engineer, shall be provided by the owner, or group of owners, of the land adjacent to, or abutting upon said road,

or as provided by Iowa Code. Mahaska County shall be responsible for the remaining 25% of the paving costs.

3 . The county may hard surface the petitioned road provided that:

(a) Not less than 75% of the owners of the land adjacent to or abutting upon said road agree to the improvements on or before October 1st of the fiscal year.

(b) That the owner or group of owners deposit with the Mahaska County Treasurer an amount of not less than 75% of the Engineer's estimated cost of the A.C.C. surfacing of said road or roads.

4 . The County Board of Supervisors reserves the right to limit the number and size of the projects. The County Board of Supervisors reserves the right to define the limits of paving costs on a case by case basis. Additional costs associated to complete paving will be defined and compared to costs associated with maintenance of the existing granular surfaced road if applicable.

5. Projects meeting the above requirements shall be entered the County's 5-Year Construction Program as budgeting and resources allow.

PASSED AND ADOPTED this 21st day of May, 2001.

MAHASKA COUNTY BOARD OF SUPERVISORS

Howard Groenendyk, Chairman

Henry VanWeelden

Greg Gordy

ATTEST: Kay Swanson, County Auditor

It was moved by VanWeelden seconded by Gordy to approve the following Resolution in Support of the 28E Agreement. All Ayes. Motion carried.

RESOLUTION IN SUPPORT OF 28E AGREEMENT

WHEREAS, the Mahaska County, Iowa Board of Supervisors recognizes the need for mutual assistance and sharing between agencies, and,

WHEREAS, an agreement for sharing has been prepared in accordance with Chapter 28E of the 1999 Code of Iowa as amended, a copy of which agreement is attached;

BE IT RESOLVED by the Mahaska County, Iowa, that said agreement is approved; that the Chairman of the Board of Supervisors wishes to participate in this agreement, and that the Chairman of the Board of Supervisors and County Auditor are authorized and directed to execute said agreement on behalf of the Mahaska County, Iowa Board of Supervisors

Passed and approved this 21st day of May, 2001 by the following vote:

Ayes: All Nays: None

Chairman, Board of Supervisors

ATTEST: _____
County Auditor

It was moved by VanWeelden seconded by Gordy to approve the 28E Agreement for Salt Storage Facility. All ayes. Motion carried.

28E Agreement for Salt Storage Facility

ARTICLE I – LEGAL BASIS

Section 1: This agreement is made pursuant to Chapter 28E of the 1999 Code of Iowa Between the State of Iowa through its Iowa Department of Transportation (hereafter referred to as “DOT”), the city of Oskaloosa, Iowa (hereafter referred to as “City”), and Mahaska County, Iowa (hereafter referred to as “County”).

ARTICLE II – IMPLEMENTATION OF THE AGREEMENT

Section 1: No special financing shall be required in order to be a party to this agreement.

ARTICLE III - COMMENCEMENT OF OPERATIONS

Section 1: This agreement shall take effect upon the adoption of the agreements and filing with Mahaska County Recorder as required by Chapter 28E of the Code of Iowa after appropriate action has been taken by the parties of this agreement by minutes, resolution or otherwise pursuant to the laws of the governing bodies (IC28E.4.).

ARTICLE IV - DURATION AND AMENDMENT OF THE AGREEMENT

Section 1: Duration: Unless otherwise terminated according to the provisions of Article V111 of this agreement, the agreement shall continue for a period of twenty (20) years after the adoption of this agreement.

Section 2: Amendment: This agreement may be amended by the approval of the parties to this agreement.

ARTICLE V – PURPOSE

Section 1: The purpose of this agreement is to permit the sharing of facilities, supplies and services.

ARTICLE VI - ADMINISTRATION

Section 1: Representatives of the parties of this agreement shall administer this agreement as necessary.

Section 2: All decisions pertaining to the acquisition, the maintenance and the disposal of any real or personal property obtained as a consequence of this agreement shall be made by the parties participating in this agreement, or their designated representative. Disposition of any property acquired shall be made upon termination of this agreement.

Section 3: The parties participating in this agreement, or their designated representatives, hereby appoint the Iowa Department of Transportation, Office of Facilities Support, Ames, Iowa, to be the custodian of this agreement. The custodian shall also be responsible for the maintenance of an up-to-date copy of the agreement. The custodian shall also be responsible for notifying the parties to the agreement of any proposed amendments to the agreement, and shall file any adopted amendments to the agreement in the same manner as the agreement itself.

ARTICLE VII – FACILITY SHARING AGREEMENT

In consideration of sharing of facilities, supplies, and services, the parties agree as follows:

Section 1: DOT will furnish a site on its property locally known as the Oskaloosa Maintenance Garage, and legally described as follows:

A parcel of land located in the SW ¼ SE ¼ of Sec. 15, T75N, R16W of the 5th P.M., Mahaska County, Iowa, more particularly described as follows:

Beginning at the SE Corner of the SW ¼ SE ¼ of said Sec. 15; thence N8932 ¼ 'W, 703.0 ft. along the south line of the SW ¼ SE ¼ of said Sec.15 to the northerly right of way line of the former Chicago, Rock Island and Pacific Railroad; thence N79 28'W, 308.1 ft. along said right

Of way line; thence northwesterly 104.5 ft. along said right of way line
 Along an 11,410.0 foot radius curve, concave northeasterly, having a
 Long chord of 104.5 ft. bearing N 79¹²/₄ °W to the centerline of Primary
 Road No. IA 92; thence N 57⁰⁵/₅ °E, 1324.0 ft. along said centerline to
 The east line of the SW ¹/₄ SE ¹/₄ of said Sec. 15; thence S00¹²¹/₄ °W,
 801.1 ft. along said east line to the Point of Beginning; containing 10.78
 acres, more or less, including 2.15 acres, more or less, within the presently
 established right of way of Primary Road No. IA. 92.

NOTE: The south line of the SW ¹/₄ SE ¹/₄ of said Sec. 15 is assumed to
 Bear N89 ³²/₄ °W.

This deed, a certain Quitclaim Deed, and a Warranty Deed is recorded in
 The Mahaska County Recorder's Office on November 24, 1992, in Book
 324, Page 25.

for the purpose of building a 3,500 ton salt storage structure. The salt storage structure
 will be placed in the west central area of existing improvements on the property.

Section 2: DOT will design a wood knee wall modeled after the Donnellson maintenance
 garage hoop structure and let bids for a 62' x 130' coverall-hoop type salt storage
 structure

Section 3: The construction costs, estimated to be as follows:

Asphalt pad	-	\$25,000.00
Coverall structure	-	\$30,500.00
Side walls (knee type)	-	\$12,000.00.
Misc. (electrical, grading, etc.)	-	\$ 3,000.00
Total	-	\$70,000.00

shall be shared by the parties in the following proportions:

COUNTY	20%
CITY	9%
DOT	71%

All parties will share labor and equipment equally in the erection and installation. The
 City and the County shall reimburse the DOT for their shares of the facility costs upon
 completion of construction.

Section 4: In consideration of the foregoing, upon completion of the structures, the
 various parties shall be allowed to store the following quantities of salt and winter
 roadway material in percentages of total capacity:

COUNTY	20%
CITY	9%
DOT	71%

Section 5: The building shall be owned by the parties in the foregoing percentages and shall be severed from the real estate, which shall remain the property of the DOT, Said building shall be treated as personal property, even though attached to the realty, and it shall not become fixtures or part of the real estate, with respect to the rights of the parties therein. If the DOT deems it necessary, it shall have the right to purchase all, or any part, of the other parties interests in the building at any time, with the price based on the original cost less depreciation based on a 20-year straight line of depreciation.

Section 6: The City and the County shall have a right of normal access across the land of the DOT to access the building and loading equipment in a manner designated by the DOT.

Section 7: County and City shall do all minor maintenance. Minor maintenance shall include maintenance items costing \$500.00 or less. The parties shall share in any maintenance costs exceeding \$500.00, in the same percentage as their ownership of the structure. A board shall be established composed of one representative from each entity who shall make all determinations of maintenance repairs and use of the facility.

Section 8: Expenses, except as otherwise set forth in this agreement, each party shall assume all their operating expenses incurred. These expenses would include, but not be limited to, salaries, compensations, equipment operating costs and fuel expenses. The provision shall apply in all cases unless prior arrangements to the contrary have been made. The provision shall furnish electricity for lighting only, for the duration of this agreement at no cost to the other parties.

ARTICLE VIII – TERMINATION OF THIS AGREEMENT

Section 1: This agreement may be terminated prior to its normal expiration date by mutual agreement of the parties, or by DOT purchasing all other interests pursuant to Article VII, Section 5. At the expiration of this agreement or upon its termination, if the DOT has not purchased or does not intend to purchase all other interests pursuant to Article VII, Section 5, the parties remaining shall dispose of the property acquired pursuant to Article VI, Section 2, or they shall renegotiate an extension of this agreement mutually acceptable to the parties. Each party shall have the right to remove its respective salt and winter roadway material from property for a period of one year following expiration, termination, or sale of any interest.

ARTICLE IX - AUTHORIZATION

Section 1: This agreement shall not be valid until authorized by appropriate action by the parties.

CITY OF OSKALOOSA, IOWA

BY: _____

ATTEST: _____

MAHASKA COUNTY, IOWA

BY: _____

ATTEST _____

DEPARTMENT OF TRANSPORTATION OF THE STATE OF IOWA

BY: _____

ATTEST: _____

It was moved by VanWeelden seconded by Gordy to approve the request of the Engineer to place Travis Miller on the Secondary Road payroll as temporary summer help at \$8.00 per hour effective May 21, 2001. All ayes. Motion carried.

It was moved by VanWeelden seconded by Groenendyk to approve the request of the Engineer to place John Armstrong on the Secondary Road payroll as mechanic at \$13.67 per hour effective June 4, 2001. All ayes. Motion carried.

Meeting adjourned.

At 1:10 a work session with the County Engineer was held.

Howard Groenendyk, Chairman

ATTEST _____
Kay Swanson, County Auditor