

**April 18, 2005**

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 of the Mahaska County courthouse. Present were the following board members: Henry W. VanWeelden, chairman; Greg Gordy, vice chairman and Lawrence Rouw, member. Also present were the following: Sone Scott, Mahaska County Treasurer; Ben Hoskinson, Mahaska County IRVM manager; Joleen Arnold, Mahaska County CPC; Scott Dailey, KBOE Radio; Debbie Stevens, Jon Sullivan, Scott Feldt, and Amy Nossaman Oskaloosa Chamber and Development Board; Jerome Nusbaum, Mahaska County Engineer; Brandt Smith, Mahaska County Secondary Road Department; Don Russell, Mahaska County Sanitarian; Matt Boeck, Mahaska County GIS Coordinator; Gary Smith, Mahaska County Assessor; Leroy Nugteren, Garden & Associates; Kirby Moss, Auxiant; Kay Swanson, Mahaska County Auditor.

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

It was moved by Gordy seconded by Rouw to approve the agenda with the addition of Debbie Stevens, Jon Sullivan and Scott Feldt. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rouw to approve and publish the Notice of Destruction of Noxious Weeds for this year. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to approve the request of the Roadside manager to place Joshua Batterson on the payroll effective March 31, 2005 at \$10.00 per hour. This seasonal position will be thru October 31, 2005 or otherwise discussed with the board. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to approve the request of the Treasurer to abate the taxes on a trailer house that has been moved out of the county. This is parcel no. 16-20-300-005. All present voted aye. Motion carried.

Debbie Stevens announced to the board that she had gotten a grant for the 4-H GIS Community Mapping Award for \$100,000.00. This grant is to help youth learn about and use geospatial technology to better understand the social, economic and environmental factors affecting their own community.

It was moved by Gordy seconded by Rouw to approve the following contract for services. All present voted aye. Motion carried.

IOWA DEPARTMENT OF HUMAN SERVICES  
COMMUNITY MENTAL HEALTH CENTER AFFILIATION

Name of County: Mahaska Fiscal Year 2006

Chapter 225C.8 of the Code of Iowa requires, as a condition of eligibility for receiving MI/MR/DD/BI Community Services dollars, that counties not currently affiliated with a community mental health center expend a portion of those funds to contract with a community mental health center. The State Mental Health and Developmental Disabilities Commission may grant a waiver exempting a county from this requirement.

Enter the name and address of the community mental health center your county will affiliate or contract with during the fiscal year you indicated above. Please check either  affiliate or  contract. If this changes, we must be notified.

Mahaska Health Partnership- New Directions  
1229 C Ave. East  
Oskaloosa, IA 52577

If your county is not affiliated or contracting with a community mental health center, complete the following information:

Will you request a waiver from the requirement of affiliation with a community mental health center?

Yes  No

If you are requesting a waiver, you must complete the back of this page. The back is a "Waiver Request" (Form 470-0887) and submit this document with both sides completed and signed by the above deadline and sent to the Division of MH/DD. The Mental Health and Developmental Disabilities Commission will review the information to determine approval or disapproval.

s/ Henry W. VanWeelden  
Signature of Chair, County Board of Supervisors

4-18-2005  
Date

It was moved by Rouw seconded by Gordy to approve the following contract for Transportation services between Mahaska County and 10-15 Transit. All present voted aye. Motion carried.

CONTRACT FOR TRANSPORTATION SERVICES  
BETWEEN  
AND  
10-15 TRANSIT

WHEREAS, MAHASKA COUNTY has an interest in provision of transportation services to sheltered workshops, and

WHEREAS, 10-15 Transit has been officially designated as the regional transit system for Region 15 pursuant to Section 324A Code of Iowa and has vehicles and employees available for transporting those persons,

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

A. Purpose and Timeframe

1. The purpose of this contract is to arrange for public transit services under the auspices of the designated public transit system.

2. The contract period shall begin on July 1, 2005 and continue through June 30, 2006. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.

B. Description of Services

1. All transit services will be provided in vehicles which are open to the general public without discrimination.

2. Service shall be provided (specify days of service) except on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

3. Service hours under this contract shall be scheduled to meet the locally determined needs.

4. Service shall be demand responsive, ie. designed to meet the contractors needs.

5. Access to service shall be obtained by referral from Central Point Coordinator.

6. No fare shall be charged to the passenger.

7. Service shall be insured with the following coverages:

A. General Liability \$1 million

B. Automobile Liability \$1 million

C. Uninsured and Underinsured Motorist \$1 million

8. Continuity of service shall be provided for through access to spare vehicles located within the ten county area.

C. Responsibility of Transit System

1. 10-15 Transit shall serve as an independent contractor.

2. 10-15 Transit shall provide and maintain in safe and presentable condition such vehicles as are required to provide the services described above, including back up vehicles.

3. 10-15 Transit shall employ and train clean and courteous personnel as necessary to provide the services described above. All drivers shall have Commercial Drivers Licenses.

4. 10-15 Transit shall operate all services described above including scheduling and dispatching support.

5. 10-15 Transit shall notify MAHASKA COUNTY in the event of any unavoidable interruption or delay in service.

6. 10-15 Transit shall notify MAHASKA COUNTY in the event of any incidents relating to passengers served under this contract.

7. 10-15 Transit shall insure services to the limits described above. Such insurance shall not be canceled except after 30 days notice to MAHASKA COUNTY.

8. 10-15 Transit shall accept all risk and indemnify and hold MAHASKA COUNTY harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness' fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of 10-15 Transit or its employees or agents.

9. 10-15 Transit shall maintain accounting and records for all services rendered and shall assure that all persons handling project funds, including passenger revenues, are bonded to levels appropriate for the amount of funds handled.

10. 10-15 Transit shall provide to MAHASKA COUNTY a monthly billing for services rendered in the previous month including a report of services provided.

11. 10-15 Transit shall secure an independent audit of its transportation program including services provided under this contract and shall provide a copy of the audit report to MAHASKA COUNTY upon request.

12. 10-15 Transit shall permit inspection of its vehicles, services, books, and records by MAHASKACOUNTY or agencies providing funding to MAHASKA COUNTY upon request of MAHASKA COUNTY.

13. 10-15 Transit shall provide information about the availability of the above described services, as well as other services of 10-15 Transit to both the target population of this contract and to the general public.

14. 10-15 Transit shall comply with all applicable state and federal laws, including but not limited to, equal employment opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws and freedom of information laws.

#### D. Responsibilities of MAHASKA COUNTY

1. MAHASKA COUNTY shall provide funding as identified in this contract.
2. MAHASKA COUNTY shall promptly pay all justified billings under this contract.
3. MAHASKA COUNTY shall comply with state and federal laws regarding nondiscrimination in relation to the services covered by this contract.
4. MAHASKA COUNTY shall inform 10-15 Transit of any changes affecting the transportation needs of the target population including possible changes in client addresses, activity schedules, or weather related program changes by the MAHASKA COUNTY.
5. MAHASKA COUNTY shall assist 10-15 Transit as requested in the design and scheduling of transit services to meet the needs of the target population.
6. MAHASKA COUNTY shall assist 10-15 Transit as requested in the dissemination of information to the target population regarding the availability of services under this contract as well as other transportation services of 10-15 Transit.
7. MAHASKA COUNTY shall report to 10-15 Transit any costs incurred in carrying out its responsibilities under this contract.
8. MAHASKA COUNTY shall indemnify and hold 10-15 Transit harmless for any loss caused by 10-15 Transit's inability to provide services under emergency conditions.

#### E. Compensation

1. The fully allocated operating costs for services under this contract are estimated to be \$.36 per passenger mile.
2. The costs of services under this contract identified in "E.1." above are based upon assumptions concerning costs of supplies and the existence of other transit services contracts. Should circumstances shift so as to significantly increase costs of services under this contract, the rate of compensation may/shall be subject to renegotiation. Should circumstances shift so as to significantly decrease costs of services under this contract, the rate of compensation may/shall be subject to renegotiation.
3. Billing for services under this contract shall be on a reimbursement basis and shall be provided to the MAHASKA COUNTY on approximately the 10th day of each month, based on services provided.
4. Payment of justified billings shall be due by the 20th day of each month.

## F. Reporting

1. Items to be reported with each monthly billing based on the previous month shall be:

- Total number of rides provided
- Total number of hours provided
- Total number of miles driven

2. Items to be reported on an on-going basis shall include incidents involving passengers transported under this contract, any uses of subcontracted providers to avoid interruption of services, and any interruption in service.

## G. Entire Agreement

1. This contract contains the entire agreement between MAHASKA COUNTY and 10-15 Transit. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

## H. Amendments

1. Any changes to this contract must be in writing and be mutually agreed upon by both MAHASKA COUNTY and 10-15 Transit.

## I. Termination

1. In the event of general non-performance, cancellation of this contract may be effected by either party through written notice to the other party at least 30 days prior to the date of cancellation.

## J. Saving Clause

1. Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

## K. Assignability and Subcontracting

1. This contract is not assignable to any other party without the express written approval of the MAHASKA COUNTY and 10-15 Transit.

2. No part of the transportation services described in this contract may be subcontracted by 10-15 Transit without the express written approval of MAHASKA COUNTY.

3. Notwithstanding the provision of "K.1." above, it is hereby agreed that 10-15 Transit may under emergency circumstances temporarily subcontract any portion of the service if it is deemed necessary by 10-15 Transit to avoid a service interruption. MAHASKA COUNTY shall be notified, in advance if possible, each time this provision is invoked.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW.

By: s/ Henry W. VanWeelden  
For: Mahaska County  
Date: 4-18-05

By: \_\_\_\_\_  
For: 10-15 Transit  
Date: \_\_\_\_\_

It was moved by Rouw seconded by Gordy to approve the request of the Oskaloosa Area Chamber & Development Group to have public restrooms open on Saturday June 11, 2005 for Art on the Square. Rest rooms are to be open 6:30 a.m. to 5:00 p.m. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to table the Maximus contract. All present voted aye. Motion carried.

The matter of the discussion of the Charitable Foundation Board was tabled.

It was moved by Rouw seconded by Gordy to approve the request of the Sheriff to remove Mark Bruns from the jail payroll effective April 10, 2005 and to remove Michael Schakel from the jail payroll effective immediately. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to approve the On-premise application for liquor, wine or beer for Eddyville Raceway Park. LLC., 3260 Merino Avenue, Oskaloosa. All present voted aye. Motion carried.

The matter of the resolution for purchasing right of way was tabled.

The engineer will start the bidding process for the purchase of the new equipment that was included in his budget for 2005-2006.

The engineer discussed the paving project on the Glendale Road upgrade.

It was moved by Gordy seconded by Rouw to approve the minutes for April 4<sup>th</sup> meeting. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rouw to open the public hearing for the 2<sup>nd</sup> reading of the Rural Residential Building and Subdivision Ordinance. All present voted aye. Motion carried.

After much discussion it was moved by Rouw seconded by VanWeelden to close the public hearing. All present voted aye. Motion carried.

No action was taken on the ordinance.

Kirby Moss from Auxiant discussed the possible stop loss carriers with the board.

He will come back in May with more definite numbers. The board asked him to check into A1, B1 and H1.

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

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Henry W. VanWeelden, Chairman  
Mahaska County Board of Supervisors

ATTEST: \_\_\_\_\_  
Kay Swanson, Mahaska County Auditor