

October 2, 2006

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 – Greg Gordy; Vice chairman – Lawrence Rouw; Member – Henry W. VanWeelden. Also present were the following: Scott Dailey, KBOE Radio; Scott Manthe, Oskaloosa Herald; Joleen Arnold, Mahaska County CPC; and Sue Brown, Mahaska County Deputy Auditor.

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

It was moved by Rouw seconded by VanWeelden to approve the agenda for today's meeting with the addition of the SE Iowa Contracting Consortium agreement for the CPC office. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to have VanWeelden sign the SE Iowa Contracting Consortium 28E agreement as requested by CPC Joleen Nelson. It is being sent around to all 10 counties for signature. The agreement was approved by the board last year and VanWeelden was then chairman of the Mahaska County Board of Supervisors and should sign the agreement. All present voted aye. Motion carried. Joleen also informed the board that a CPC group is being formed to advocate their proficiency as the state looks at changing program structure.

It was moved by Rouw seconded by VanWeelden to offer flu shots to Mahaska County employees through Mahaska Health Partnership at a cost of \$23.00 per vaccination. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the New Sharon Shop Lease for Secondary Roads. All present voted aye. Motion carried.

LEASE

This agreement, made and entered into on this ____ day of _____, 2006, by and between Gene Fox (Landlord), whose address is, 2054 Hwy 102, New Sharon, IA, 50207 and Mahaska County, Iowa (Tenant), whose address for the purpose of this lease is, Courthouse, Oskaloosa, IA 52577.

The parties agree as follows:

1. Premises and Term: Landlord leases to Tenant the following real estate situated in Mahaska County, Iowa, a storage building situated on Landlord's real estate located in Section 14, Prairie Township, Mahaska County, Iowa, for a term of one year beginning on the 1st day of October, 2006, upon the condition that Tenant performs as provided in this lease.

2. Rent: Tenant agrees to pay Landlord, as rent, \$2000.00 per year on one payment due on October 1, 2006 and shall be paid at the address of the Landlord, or at such other place as Landlord may designate in writing.
3. Possession: Tenant shall be entitled to possession on the first day of the lease term and shall yield possession to the Landlord at the termination of this lease.
4. Use: Tenant shall use the premises only for storing road equipment and fuel.
5. Care and Maintenance:
 - a. Tenant takes the premises as is, except as herein provided.
 - b. Landlord shall keep the following in good repair, roof, exterior walls, foundation, and wiring and Tenant may, at his expense, provide gravel for driveway and floor of building.
 - c. Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition.
6. Utilities and Services: Tenant shall pay for all electrical services which may be used on the premises. Landlord shall provide a separate meter for the portion of the storage building used by the Tenant.
7. Surrender: Upon the termination of this lease, Tenant will surrender the premises to the Landlord in good and clean condition, except for ordinary wear and tear for damage without fault or liability to Tenant. Continued possession beyond the term of this Lease and the acceptance of rent by Landlord be constituted by another written lease effective at the termination of the existing lease.
8. Assignment and Subletting: No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.
9. Property Insurance: Landlord shall maintain adequate insurance on the building which is subject of the lease throughout the term of the lease. Tenant will not do or omit the doing of any act which would invalidate said insurance or increase the insurance rates in force on the premises. Tenant will be solely responsible for insurance upon its equipment and property stored in the building and the Landlord shall not be liable for any damages to the property of the Tenant except for willful acts by the Landlord.

10. Provisions Binding: 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.

MAHASKA COUNTY BOARD OF SUPERVISORS

LANDLORD

Greg Gordy, Chairman

Gene Fox

Henry VanWeelden, Member

Lawrence Rouw, Member

Notary Public

Attest:

Mahaska County Auditor

It was moved by VanWeelden seconded by Rouw to appoint Greg Gordy to the MCRF & City Communication committee. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to appoint Lawrence Rouw to the Committee for Road near College. All present voted aye. Motion carried.

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

Greg Gordy, Chairman
Mahaska County Board of Supervisors

ATTEST: _____
Kay Swanson, Mahaska County Auditor