

March 8, 2010

The Mahaska County Board of Supervisors met in special 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 – Lawrence Rouw, vice chairman – Henry W. VanWeelden and member – Greg Gordy. Also present were the following: Duane Nollen, Oskaloosa Herald, Sone Scott, Mahaska County Treasurer, Julie Bak, Mahaska County CPC; Ben Hoskinson, Mahaska County Interim Conservation Director, Cole Nilson, Carrie Bond, Pete Eyheralde, Shirley Stursma, members of the Conservation Department Staff; John White, Leroy Nugteren, Peggy Wright, Barry VerSteegh, Curt Jager members of the Conservation Board, Virginia VerSteegh, Joe Warrick, Jeff VanDerBeek, Pheasants Forever and Kay Swanson, Mahaska County Auditor.

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

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

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

It was moved by VanWeelden seconded by Gordy to approve the following 28E Agreement with Country Life Health Care, Inc. All present voted aye. Motion carried.

**28E AGREEMENT REGARDING INSURANCE BETWEEN
MAHASKA COUNTY, IOWA AND COUNTRY LIFE HEALTH CARE, INC.**

1. This Agreement is entered into by Country Life Health care, Inc., a nonprofit private agency hereinafter referred to as "Operator", and Mahaska County, a political subdivision of the State of Iowa, hereinafter referred to as "County", pursuant to Chapter 28E of the 1989 Code of Iowa.
2. Whereas the parties have entered into a separate written agreement entitled "Agreement between Mahaska County, Iowa, and Country Life Health Care, Inc.", hereinafter referred to as "Operation Agreement", regarding the operation of the Mahaska County Care Facility, hereinafter referred to as "Facility", to be operated according to specific terms and conditions as set forth in the Operation Agreement, it is the purpose of this Section 28E Agreement regarding Insurance, hereinafter referred to as "28E Insurance Agreement", to provide insurance coverage for Operator's employees who work at the Facility, said employees hereinafter referred to as "Facility Employees", for the duration, and limited to the duration, of the life of the Operation Agreement.
3. Group dental insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The dental coverage for Facility

Employees shall be identical to that coverage provided to all employees of the County as set forth in the Master Agreement between the claims administrator First Administrators, Inc. and County, and said Master Agreement is incorporated herein by reference.

4. Group health insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The health insurance coverage for the Facility Employees shall be identical to that coverage provided to all employees of the County, as set forth in the Master Agreement between the claims administrator First Administrators, Inc. and County, and said Master Agreement is incorporated herein by reference.

5. Group life insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The life insurance coverage for the Facility Employees shall be identical to that coverage provided to all employees of the County, as set forth in the Master Agreement between Madison National Life Insurance Company and County, and said Master Agreement is incorporated here by reference.

6. Group pharmacy insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The pharmacy insurance coverage shall be identical to that coverage provided to all employees of the County as set forth in the Master Agreement between the claims administrator First Administrators, Inc. and County, and said Master Agreement is incorporated here by reference.

7. Group vision insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The vision insurance coverage shall be identical to that coverage provided to all employees of the County as set forth in the Master Agreement between the claims administrator First Administrators, Inc. and County, and said Master Agreement is incorporated here by reference.

8. This 28E Insurance Agreement shall be overseen by a joint board consisting of the Board of Directors of Country Life health Care, Inc. and the Board of Supervisors of Mahaska County.

9. The Operator agrees to pay premiums per employee to the Mahaska County Auditor by the 25th of each month. The Mahaska County Auditor shall then deposit the premium in the Mahaska County Employee's Trust Fund. Claims shall then be paid out of the Mahaska County Employee's Trust Fund. The monthly premium amount per employee for the period July 1, 2010 through June 30, 2011, will be as follows: for the medical insurance coverage \$1277.00 for a family, and \$524.00 for a single employee; for dental insurance coverage \$30.00 for a single employee and \$70.00 for a family; for life insurance coverage it shall be \$2.20 per employee; for vision insurance coverage \$11.00 for a single employee and \$22.00 for a family. The Operator shall pay the said premiums to the Mahaska County Auditor by the 25th of each month, and said premiums are for coverage beginning the first day of the following month; for example, premiums paid by May 25th are for coverage beginning June 1 of that year. Operator agrees that each premium year shall run from July 1 through June 30, and that the Operator shall abide by

the decisions made jointly between the County Board of Supervisors and the insurance providers with regard to the monthly premium amount set per premium year. Insurance coverage for Facility Employees shall begin July 1, 2010, provided said premium is timely paid. New Facility Employees shall not be covered until the first of the second month following the month in which they start.

10. The parties agree that either party may cancel this agreement at any time by giving the other party thirty (30) days written notice. The written notice should be by certified mail.

11. A failure on behalf of the Operator to timely make the premium payments provided for herein shall be considered a voluntary termination of this agreement by the Operator.

12. If any term or provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Dated this Eighth day of March, 2010.

s/ Lawrence Rouw
Chairperson
Mahaska County Board of Supervisors

s/ R Kelley _____
Randall Kelley, Administrator
Country Life Health Care, Inc.

It was moved by Gordy seconded by VanWeelden to open the public hearing for Mahaska County Budget for fiscal year 2010-2011. Roll call vote: Gordy – aye; VanWeelden – aye; Rouw – aye. Motion carried. There was present a quorum as required by law. Thereupon the board investigated and found that the notice of time and place of public hearing have according to law and as directed by the Board, has been published in the Oskaloosa Herald on February 23, 2010, The Village Vine on February 24, 2010 and New Sharon Sun on February 25, 2010 official newspapers in said county and the affidavit of said publication is on file with the Mahaska County Auditor. There were no written comments. Comments were heard from Joe Warrick and Ben Hoskinson, Interim director of the Conservation Board. Mr. Warrick asked questions about secondary road funds and the mental health funds. Julie Bak, Mahaska County CPC answered Mr. Warrick’s questions about the mental health funds. Mr. Rouw chairman of the board answered the secondary road questions. It was moved by Gordy seconded by VanWeelden to close the public hearing for the fiscal year 2010-2011 Mahaska County Budget. Roll call vote: VanWeelden – aye; Rouw – aye; Gordy – aye. Motion carried.

It was moved by Gordy seconded by Rouw to reduce the Mental Health expenditures to \$2,698,263 to be the same or close to last year’s amount for mental health expenditures. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to change conservation board's budget from \$323,950 to 282,903. A difference of \$41,047. Roll call vote: Gordy – nay; VanWeelden – nay; Rouw – aye. Motion defeated.

It was moved by VanWeelden seconded by Gordy to adopt the fiscal year 2010-2011 Mahaska County Budget with the change to the mental health department. All present voted aye. Motion carried. The County Auditor was thereupon directed to properly certify the budget as adopted and file as required by law.

Expenditures by Service Area:

Public Safety and Legal Services \$2,832,419; Physical Health and Social Services \$797,842; Mental Health, MR& DD \$2,698,263; County Environment and Education \$946,164; Roads & Transportation \$4,919,500; Government Services to Residents \$596,189; Administration \$1,350,576; Nonprogram Current \$931,500; Debt Service \$8,490; Capital Projects \$816,500; Operating Transfers Out \$1,696,285.

Revenues by Service Area:

Net Property Taxes \$6,942,428; Delinquent Property Tax Revenue \$1,900; Penalties, Interest & Costs on Taxes \$9,700; Other County Taxes/TIF Tax Revenues \$1,445,561; Intergovernmental \$4,762,460; Licenses & Permits \$23,950; Charges for Services \$547,600; Use of Money & Property \$568,394; Miscellaneous \$355,850; Operating Transfers In \$1,696,285.

Expenditures by Department:

Non departmental \$3,347,222; Board of Supervisors \$163,350; Auditor \$402,220; Treasurer \$400,523; Attorney \$264,031; Sheriff \$1,077,338; Recorder \$152,535; Sheriff's Forfeiture \$6,600; Courthouse Annex \$28,185; GIS Coordinator \$82,797; Engineer \$5,733,500; Veterans Affairs \$68,635; Conservation \$664,568; Public Health Nursing \$180,000; Roadside Vegetation Management \$134,297; Community Services \$169,178; County Care Facility \$15,500; Medical Examiner \$38,200; Correctional Services \$880,068; District Court \$263,471; Libraries \$49,000; Mahaska Building \$20,290; Environmental Services \$72,006; Pioneer Cemeteries \$5,000; Crime Prevention \$98,973; Law Enforcement \$136,574; Courthouse \$143,900; Information Technology \$57,370; Drivers License \$109,786; Substance Abuse Treatment \$61,798; Mental Health \$2,698,263; Human Services Administration \$68,550.

Revenues by Department:

Non Departmental \$983,950; Auditor \$8,625; Treasurer \$602,600; Sheriff \$115,950; Recorder \$118,275; Sheriff's Forfeiture \$5,500; Engineer \$4,902,200; Conservation Board \$373,860; Public Health Nursing \$55,000; Roadside Vegetation Management \$0; Community Services \$3,400; County Care Facility \$56,069; Correctional Services \$37,700; District Court \$14,500; Mahaska Building \$23,800; Environmental Services \$30,050; Crime Prevention \$91,500; Law Enforcement Center \$115,000; Drivers License \$55,000; Mental Health \$395,000; Human Services Administration \$55,000; Property Taxes \$8,311,149.

It was moved by Gordy seconded by VanWeelden to make the following designations for the unreserved fund balance in the fiscal year 2010-2011 Mahaska County Budget: AS/400 Computer \$35,000.00; Mapping Expenditures \$15,000.00; Courthouse building and grounds \$200,000.00; Future Conservation Nature Center \$20,000.00 Total \$270,000.00 All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to approve the following resolution concerning Economic Development funding in the Mahaska County Budget for fiscal year 2010-2011. All present voted aye. Motion carried.

Economic Development Funding Resolution No. 2010-03-01

BE IT RESOLVED BY THE Mahaska County Board of Supervisors that:

1. The state of Iowa generally and the Mahaska County, Iowa, in particular have in the past several years experienced adverse economic effects, including the loss of businesses and erosion of tax base and out-migration of population.
2. The economy of Mahaska County is not sufficiently diversified to provide a stable economic base but is in large part dependent on agriculture and agribusiness.
3. The current economic problems in the agriculture and agribusiness industries have reached sufficiently serious proportions that the general welfare of the citizens of the County is threatened thereby.
4. It is therefore in the best interest of the citizens of Mahaska County, Iowa to take steps reasonably calculated to lead to diversified economic development in Mahaska County, Iowa.
5. That Mahaska County does not have sufficient resources to hire a Director of Economic development as a county employee and lacks sufficient resources to effectively operate an economic development program on its own.
6. Other cities and counties in Iowa, re-engaging in economic development efforts.
7. Therefore, Mahaska County, Iowa finds that it is in the best interests of its citizens to cooperate with the cities in Mahaska County, Iowa and the Oskaloosa Area Chamber & Development Group, a non-profit corporation, as well as other organizations which may arise in order to promote diversified economic development in Mahaska County, Iowa.

THEREFORE, BE IT RESOLVED that Mahaska County, Iowa has and will continue to support in efforts to enhance economic development by its financial contribution to such effects as Oskaloosa Area Chamber &

Development, Rural Utility Service Systems; Mahaska Community Recreation Foundation; Mahaska County Agricultural and Rural Development and Tri County Development.

s/ Lawrence Rouw _____
Chairman, Mahaska County Board of Supervisors

ATTEST:s/ Kay Swanson _____
Kay Swanson, Mahaska County Auditor

It was moved by Gordy seconded by VanWeelden to approve the request of the Treasurer to place Cathy Walker and Shirley Mitrison on the payroll for extra help for the tax collection season starting March 22, 2010 until end of the work load in April at \$7.50 per hour. All present voted aye. Motion carried.

The jail payroll changes were tabled until later meeting.

It was moved by Gordy seconded by VanWeelden to adjourn today's meeting. All present voted aye. Motion carried.

Lawrence Rouw, Chairman
Mahaska County Board of Supervisors

ATTEST: _____
Kay Swanson, Mahaska County Auditor