

July 15, 2013

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 ó Greg Gordy; Vice Chairman ó Mike Vander Molen and Member - Mark Doland. Also present were Aaron Riggs and Eduardo Tamez, CRI; Charlie Comfort, KBOE; Duane Nollen, Oskey Herald; Ken Allsup, Oskey News; Joe Warrick, Pam Blomgren, Jim Hansen, SCRAA members; David Krutzfeldt, Mayor City of Oskaloosa; Jerry Searle, Snyder and Associates; Michael Schrock, Oskaloosa City Manager; Mike Nardini, Pella City Administrator; Robin Hammann; Micah Hammann; Rob Hammann; Calvin Bandstra; Karen Eischen; Harold Fynaardt; Alven Meppelink; Dylan Mulfing; Marvin VanVeldhuizen; Connie Laughlin; Sandra Rempe; Tami Rempe; Jerry VanWyk; Larry Kool; Arthur DeCook; George Toubekis; Gerald Sullivan; Larry VanMaanen; Karen Adams; Carl Gray; Tom Kruseman; Loren VanderWert; Jerry VanderWert; Homer Hasselman; Steve Wanders; Leroy Wanders; Rich Johnson; Bert Bandstra; Henry VanRoekel; James VanZomeren; Brandon Groenendyk; John DeRooi; Mark Groenendyk; Bryant Groenendyk; Betty Barnard; Iola VanderWilt; Don DeHeer; Tim Van Maanen; Jon Overbergen; Deb Overbergen; Brenda Reineke; Ed Rozenboom; Mary Rozenboom; Beth Danowsky; State Senator Ken Rozenboom and Susan Brown, Mahaska County Auditor.

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

Chairman Gordy opened the meeting with a moment of silence.

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

It was moved by Vander Molen seconded by Doland to approve the minutes from the June 26th and July 1st meetings. All present voted aye. Motion carried.

It was moved by Doland seconded by Vander Molen to accept the 4th quarter reports from the recorder and veterans affairs. All present voted aye. Motion carried.

It was moved by Doland seconded by Vander Molen to accept the treasurer's semi-annual report for period ending June 30, 2013. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by Doland to approve the following agreement for local public health services with Mahaska Health Partnership. All present voted aye. Motion carried.

AGREEMENT

AGREEMENT MADE and executed this 1st day of July, 2013 by and between the Mahaska County Hospital doing business as Mahaska Health Partnership, acting by and

through its duly constituted Board of Trustees (hereinafter referred to as "the hospital"); Mahaska County, Iowa, acting through its duly constituted Board of Supervisors (hereinafter referred to as "the county"); and the Mahaska County, Iowa, Board of Health acting by and through its board (hereinafter referred to as "the board"); as follows:

Whereas, the hospital is a duly organized and operating county hospital, operating under the laws of the State of Iowa, and is desirous of assuming the services imposed upon by the board by statute or administrative rule. Services shall be provided in compliance with IAC 641-80 and as identified in the grant application. Proposed changes in service shall be based upon identified needs and submitted to the Contractor.

Whereas, the county is desirous of entering into an agreement for the provision of services imposed upon the board by statute or administrative rule. Services shall be provided in compliance with IAC 641-80 and as identified in the grant application. Proposed changes in service shall be based upon identified needs and submitted to the Contractor.

Whereas, the parties understand that this agreement relates to services imposed upon the board by statute or administrative rule. Services shall be provided in compliance with IAC 641-80 and as identified in the grant application proposed changes in service shall be based upon identified needs and submitted to the Contractor.

IT IS THEREFORE AGREED by and between the parties as follows:

1. This agreement shall be effective commencing July 1, 2013, and shall continue until June 30, 2014.
2. The hospital shall assume and perform, in good faith, all services of the board, including those heretofore performed by the board, including such services as are now or may hereafter be imposed upon the board by statute or administrative rule, including, without limitation, those services set for by the and IAC 641-80. The hospital and Board of Health will comply with the Local Public Health Services special and general conditions as well as related documents for the fiscal year the agreement applies. The hospital shall have the right to determine the method and means to most efficiently discharge the services imposed on it by this agreement, subject to the right and duty of the board to review and make recommendations to the hospital's board of trustees and hospital administration. The hospital shall be responsible for final policy, program and agency evaluation.
3. The hospital shall keep all records, reports and memoranda complied in performance of the services set forth in paragraph two (2) herein. They shall make and file all reports in a timely manner as required by statute or administrative rule, or required by the terms and conditions of the grant or other program with the appropriate governmental unit or other authority or agency requiring the same; and shall provide copies of such to the board on a quarterly basis. The hospital shall maintain confidentiality of all medical records.
4. The county shall continue to maintain family health and dental insurance for the three employees maintained on a county insurance policy prior to April 1, 1994.

- The hospital agrees, on a monthly basis, to reimburse the county the full dollar amount for said insurance premiums. It is further agree that the above described employees and the hospital shall have the option of enrolling said employees in the hospital medical plan if appropriate.
5. The hospital will continue to provide services to Mahaska County residents without regard to their ability to pay for such services. A sliding fee schedule will be used when appropriate.
 6. The county will reimburse the hospital \$150,000 (with the proposed budget of \$80,000 for Public Health services and \$70,000 for Home Care Aide services) contracted and rendered in FY 13/14 for services pursuant to the within agreement. Payments for services provided will be billed monthly to the county by the hospital. In addition, the board agrees to allocate all funds from the Iowa Department to the hospital for services provided pursuant to this agreement to the hospital for services provided pursuant to this agreement to the hospital under the single county contract also known as the LPHS contract. Any adjustments made to the LPHS contract during the FY by the IDPH will be passed onto the hospital by the county.
 7. The hospital shall obtain any necessary licenses, permits, or other authority to perform its duties there under and shall furnish proof thereof at the request of the board.
 8. The BOH is responsible for assuring compliance by the hospital with the requirements for Iowa Administrative Code 641. Chapter 80.
 9. This agreement can be terminated only upon written notice to be served 90 prior to the end of each contract period.
 10. Upon termination of this agreement the hospital shall forthwith deliver to the board all records in its possession relative to the duties carried out by the hospital pursuant to this agreement.
 11. If the notice of termination is not given pursuant to paragraph thirteen, this agreement shall automatically renew at the end of each contract period for an additional one-year term. An addendum which includes the LPHS contract face sheet attachment represents the Local Public Health Services Grant awarded for FY 13/14.
 12. This agreement shall be amended only by a written agreement executed by all parties.
 13. All notices which may need to be served herein shall be sent by regular mail to Jay Christensen, on behalf of the hospital, and to the County Board of Supervisors, on behalf of the County.

s/Jay Christensen, Mahaska Health Partnership, CEO

s/ Greg Gordy, Mahaska County Board of Supervisors, Chair Date: July 15, 2013

s/ David Dixon, Chairman, Mahaska County Board of Health Date: July 11, 2013

It was moved by Vander Molen seconded by Doland to approve canceling the outstanding disbursements from fiscal year 2011-12 in the amount of \$2216.50. All present voted aye. Motion carried.

It was moved by Doland seconded by Vander Molen to approve fireworks permit for John Rohloff at 2335 Hwy 92 E, Oskaloosa on September 14, 2013. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by Doland to approve five day Class C liquor license for John Carter beginning July 22, 2013. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by Doland to approve the following resolutions transferring the designated vehicles from the county to Emergency Management. All present voted aye. Motion carried.

RESOLUTION #2013-07-03
RESOLUTION AUTHORIZING TRANSFER OF COUNTY VEHICLE - FORD EXPLORER

WHEREAS, Mahaska County, Iowa is in possession of a 2007 Ford Explorer XLT which has exceeded its useful purpose as a Sheriff's vehicle;

WHEREAS, the Mahaska County Emergency Management Agency is in need of a vehicle for Emergency Management operations;

WHEREAS, The Mahaska County Emergency Management Agency is a valid public enterprise that contributes to well-being and safety in Mahaska County;

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors authorizes transfer of a 2007 Ford Explorer (v/n 1FMEU73E87UB70728) to the Mahaska County Emergency Management Agency.

Adopted this 15th day of July, 2013.

ATTEST:

s/Susan L. Brown
Mahaska County Auditor

s/Greg Gordy
Chairman, Mahaska County Board of Supervisors

RESOLUTION # 2013-07-04
RESOLUTION AUTHORIZING TRANSFER OF COUNTY VEHICLE – CROWN VICTORIA

WHEREAS, Mahaska County, Iowa is in possession of a 2003 Ford Crown Victoria which has exceeded its useful purpose as a Sheriff's vehicle;

WHEREAS, the Mahaska County Emergency Management Agency is in need of a vehicle for CERT operations;

WHEREAS, The Mahaska County Emergency Management Agency is a valid public enterprise that contributes to well-being and safety in Mahaska County;

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors authorizes transfer of a 2003 Ford Crown Victoria (v/n 2FAFP71W13X215920) to the Mahaska County Emergency Management Agency.

Adopted this 15th day of July, 2013.

ATTEST:

s/Susan L. Brown
Mahaska County Auditor

s/Greg Gordy
Chairman, Mahaska County Board of Supervisors

Joe Warrick, Mahaska County representative to the South Central Regional Airport Association, updated the board as to the evolution of the commission and its progress since his appointment. He answered questions from the board and introduced Jerry Searle, from Snyder and Associates, consultant hired by the commission, who spoke to the environment assessment timeline and funding.

It was moved by Doland to approve Resolution #2013-07-05 to amend the 28E agreement with the cities of Oskaloosa and Pella regarding the joint acquisition, construction, equipping, use, expansion and operation of an airport facility by striking language from Article X Section 1. Vander Molen supported only if approved by execution of all parties.

It was moved by Vander Molen seconded by Doland to add Section 2 to Resolution #2013-07-05 requiring approval and execution by all parties. All present voted aye. Motion carried.

The board then voted to approve the resolution including amendment. All present voted aye. Motion carried.

RESOLUTION No. 2013-07-05

A RESOLUTION TO AMEND A 28E AGREEMENT WITH THE CITY OF PELLA AND THE CITY OF OSKALOOSA REGARDING THE JOINT ACQUISITION, CONSTRUCTION, EQUIPPING, USE, EXPANSION, AND OPERATION OF AN AIRPORT FACILITY

WHEREAS The Board of Supervisors of Mahaska County, Iowa is a party in a 28E agreement with the cities of Pella and Oskaloosa for the purpose of the joint acquisition, construction, equipping, use, expansion, and operation of an airport facility that was signed March 26, 2012 with the approval of the Board of Supervisors of Mahaska County, Iowa on March 21, 2012 by passing Resolution No. 2012-03-03 and

WHEREAS Article XI, Section 1 of the aforementioned 28E agreement outlines the authority and procedure to amend said 28E agreement where it says;

Amendments: This agreement may be amended for any purpose upon the approval of the governing Boards of each Party,

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Mahaska County, Iowa as follows:

1. The said Board approves amending the said 28E agreement with the cities of Pella and Oskaloosa for the purpose of the joint acquisition, construction, equipping, use, expansion, and operation of an airport facility that was signed March 26, 2012 by striking the language from Article X Section 1 to reflect the following change:

Amended Language: *“Section 1. Acquisition: The SCRAA may acquire such property as it needs to accomplish its public purposes by purchase, gift, exchange, transfer, conveyance or otherwise, and shall hold all real, personal and intangible property which it acquires in its own name” and*

STRIKE: “To the extent authorized by law, the SCRAA also may acquire real property or an interest therein for a public use or purpose related to its function by use of the power of eminent domain, and is authorized to bring an action in eminent domain in its own name or may request a Party to bring such action, which the Party shall then do so as long as the SCRAA shall fully reimburse the Party for all costs of acquisition, including the damages to be paid to the owner of the property being so acquired and all related administrative and legal expenses incurred by the Party to complete the acquisition. In the event the Board determines to contest the award made by the compensation commissioners and take possession of the property at the conclusion of the eminent domain proceedings or any appeal thereof, the SCRAA shall reimburse the Party for the costs and expenses s aforesaid and any attorney fees or damages awarded to the property owner.”

2. This Amendment shall become effective only upon a resolution approving this amendment and execution of signature pages by all of the Parties. Upon approval and execution by all of the Parties, the signature pages may be appended to the Revised Agreement and the Revised Agreement shall be filed with the Secretary of State and recorded with the Mahaska County Recorder.

PASSED, APPROVED, AND ADOPTED this 15th day of July, 2013.

Chairperson, Board of Supervisors of Mahaska County, Iowa

Signature: s/Michael Vander Molen, Vice Chair

ATTEST: s/Susan L. Brown, Mahaska County Auditor

Bids for the sale of the Leighton County Shop were accepted until 4:30 p.m. July 12, 2013. The top five bidders were given the opportunity to raise their bid during today’s meeting. No bids were offered. The City of Leighton was top bidder at \$11,000.

It as moved by Vander Molen seconded by Gordy to set the public hearing for the sale of the Leighton Shop building for August 5, 2013 at 9:00 a.m. Gordy ó aye. Vander Molen ó Aye. Doland ó Nay. Motion carried.

Vander Molen reported from EMA meeting. Commission is working on new structure for the group. Doland reported on mental health redesign meetings where 28E is being drafted for new mental health region including Mahaska, Marion and Jasper counties. A new facility is in progress for the Central Iowa Detention Center.

Rob Hammen, Tim Van Maanen, Steve Wanders, Oskaloosa Mayor Dave Krutzfeldt and Mark Groenendyk publicly commented on the board's action in amending the 28E Agreement with the cities of Oskaloosa and Pella regarding regional airport.

It was moved by Vander Molen seconded by Doland to adjourn. All present voted aye. Motion carried.

Attest: _____
Susan L. Brown
Mahaska County Auditor

Greg Gordy
Mahaska County Board of Supervisors