

June 2, 2003

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. Present were the following board members: Lawrence Rouw, Henry W. VanWeelden and Greg Gordy.

Also present were the following: Marilyn Lane Cedar resident; Robert Elder, citizen; Richard (Sarge) Venter, citizen; Marie Ware, Mahaska Community Recreation Committee; John Davis, Secondary Road employee; Randy Frazier, E911 Director; Lori Faybik, Ottumwa Courier; Francis Schuelka, Cedar resident; Leora Schuelka, Cedar resident; Joe P. Crookham, Mahaska Communications Group; Frank Hansen, Mahaska Communications Group; Joleen Arnold, Mahaska County CPC; Joe Albright, Howard Gay; Brandt Smith, secondary road employees; Charles Stream, Mahaska County Attorney; Rick Cady, secondary road employee; Charles Stream; Jerry Veldhuizen, Oskaloosa Implement; Mike Dahlhauser, Mahaska Communications Group; Marla Knight; Iowa Telecom; Dan Nichols, Iowa Telecom; Marjorie Streigel, Department of Human Services; Charles VanToorn, Mahaska County Sheriff; Kirby Moss, Employee Group Services; Connie Kitzman, Community Services; Bill Hoeman; Kay Swanson, Mahaska County Auditor.

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

It was moved by VanWeelden seconded by Rouw to approve the agenda with the addition of the Notice to Destroy Weeds. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the minutes of May 19th and 27th. All present voted aye. Motion carried.

The board discussed the letter dated May 22, 2003 from the Department of Natural Resources concerning the Master Matrix. The department shall disregard any (further) adopted recommendation from(your) board until the board timely submits a new construction evaluation resolution.

It was moved by VanWeelden seconded by Rouw to open the public hearing for the RAGBRAI Ordinance. All present voted aye. Motion carried. This is the third reading of this ordinance. The ordinance was discussed with the residents of Cedar and the County Attorney. Marie Ware was also in attendance at this time. It was moved by VanWeelden seconded by Rouw to close the public hearing. All present voted aye. Motion carried. No action was taken on this ordinance.

Joe P. Crookham, Frank Hansen, and Mike Dahlhauser from Mahaska Communications Group discussed with the board a resolution approving the application of MUSCO Sports Lighting, LLC for the purpose of receiving benefits under the new jobs and income program. It was moved by VanWeelden seconded by Gordy to approve the following resolution. All present voted aye. Motion carried.

RESOLUTION

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MAHASKA COUNTY, IOWA, APPROVING THE APPLICATION OF MUSCO SPORTS LIGHTING, LLC FOR THE PURPOSE OF RECEIVING BENEFITS UNDER THE NEW JOBS AND INCOME PROGRAM.

WHEREAS, the Mahaska County Board of Supervisors has received a request by Musco Sports Lighting, LLC to approve and submit an application to the State of Iowa under the New Jobs and Income Act.

WHEREAS, the New Jobs and Income Act was established to promote economic development in the State of Iowa; and

WHEREAS, the Board of Supervisors supports activities which promote and facilitate economic development within Mahaska County; and

WHEREAS, Musco Sports Lighting, LLC estimates that this project will involve an initial capital investment of at least \$15,238,000, to be made over the next five (5) years; and

WHEREAS, Mahaska County desires to declare the following site as an “economic development area” subject to designation by the Iowa Department of Economic Development as an “economic development area” pursuant to Iowa Code Section 15.327(5).

All of Mahaska County, Iowa

WHEREAS, Musco Sports Lighting, LLC has indicated they will:

1. Provide and pay at least 80 percent of the cost of a standard medical and dental insurance plan for all full-time employees working at the facility in which the new investment occurred.
2. Pay a median wage for new full-time, non-management, production jobs (including all amounts paid on account of bonus, commission, and overtime) of at least \$16.83 per hour.
3. Create at least 26 new full-time, non-management, production jobs and maintain those jobs for a period of not less than five years.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mahaska County:

- a. Mahaska County approves the expansion of Musco Sports Lighting, LLC in Mahaska County for purposes of receiving the benefits of the Act authorizing the New Jobs and Income Program.
- b. The following described real estate is declared to be an economic

development area:

All of Mahaska County, Iowa

- c. The county clerk shall provide a copy of this Resolution to the Iowa Department of Economic Development and shall file a copy of this Resolution with the County Assessor.
- d. Officers of the County are hereby authorized to take such further actions as deemed necessary in order to carry into effect the provisions of this Resolution.
- e. All Resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.
- f. That the provisions of this Resolution are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.
- g. This Resolution shall become effective immediately upon its passage and approval.

PASSED, APPROVED, AND ADOPTED this 2nd day of June, 2003

s/ Greg Gordy
s/ Lawrence Rouw
s/ Henry W. VanWeelden

Attest: s/ Kay Swanson

The following bids for a tractor were opened at 10:00 a.m.:

McKim Tractor Service –

2003 Agco RT115-AC Tractor - \$55,300.00

Drost Equipment –

John Deere 7320 Ds Tractor - \$52,689.00

Oskaloosa Implement Company –

McCormick MTX125 Tractor - \$47,225.00

The board will study these bids until the next meeting on June 16th.

It was moved by VanWeelden seconded by Rouw to approve the contract with MAXIMUS, Inc. for cost allocation services for fiscal years 2003 & 2004. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the bills for May in the amount of \$829,785.06 and payroll in the amount of \$599,116.63. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the monthly report of the Veteran Affairs Commission for April 2003. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rouw to reappoint Willard Ellis to the Veteran Affairs Commission for a three year term ending June 30, 2006. Roll call vote – Gordy – aye; Rouw – Aye; VanWeelden – nay. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the following HIPPA Resolution. All present voted aye. Motion carried.

RESOLUTION # _____

WHEREAS, Iowa counties are required to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including the standard transaction regulations which require that health plans use standard formats and codes when conducting common health care transactions electronically ; and

WHEREAS, cooperating with other counties for the purpose of creating an Electronic Transactions Clearinghouse in order to comply with the HIPAA standard transaction regulations will save time and money; and

WHEREAS, an Electronic Transactions Clearinghouse could potentially have beneficial applications for counties far beyond HIPAA;

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS that this County does hereby enter into the Electronic Transactions Clearinghouse (ETC) 28E Agreement.

Chairperson, Board of Supervisors
Mahaska County

ATTEST: _____
County Auditor

DATE: June 2, 2003.

**ELECTRONIC TRANSACTIONS CLEARINGHOUSE
28E AGREEMENT**

WHEREAS, Iowa counties are required to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including the standard transaction regulations which require that health plans use standard formats and codes when conducting common health care transactions electronically; and

WHEREAS, certain Iowa counties desire to cooperate for the purpose of creating an Electronic Transactions Clearinghouse in order to comply with the HIPAA standard transaction regulations and to undertake similar services that would be more efficient and economical if provided jointly rather than individually; and

WHEREAS, an Electronic Transactions Clearinghouse could potentially have beneficial applications for counties far beyond HIPAA; and

WHEREAS, each county is a public agency within the meaning of Iowa Code Chapter 28E (2003), and the Iowa State Association of Counties (hereinafter "ISAC") is a private agency within the meaning of Iowa Code Chapter 28E (2003);

THEREFORE, ISAC and the undersigned counties enter into this 28E Agreement for the creation of an Electronic Transactions Clearinghouse under the following terms and conditions:

1. CREATION. The undersigned counties, each having adopted this Agreement by resolution of its board of supervisors, and ISAC, having adopted this Agreement by vote of its Board of Directors, hereby join together to form and create a public body corporate and politic and separate legal entity under Iowa Code Chapter 28E (2003), known as Electronic Transactions Clearinghouse ("ETC"). This entity shall have the power, privileges, and authority as hereinafter set forth in this Agreement.

2. DURATION. This Agreement shall become effective at such time as the undersigned counties and ISAC execute this Agreement in the manner hereinafter provided, and this Agreement is filed and recorded as required by Iowa Code section 28E.8 (2003). Copies of the filed and recorded Agreement shall be provided to ISAC and member counties. The operations of ETC shall be perpetual unless ETC is abolished by a two-thirds vote of the ISAC Board of Directors.

3. ORGANIZATION. ETC shall be under the direction and control of the ISAC Board of Directors.

4. POWERS OF THE ISAC BOARD. The ISAC Board of Directors shall have each and all of the following powers regarding ETC:

(a) To provide Iowa counties with a HIPAA clearinghouse so that they can complete HIPAA-mandated electronic data interchange for claims and payment messages.

- (b) To work with the Clearinghouse Advisory Committee created in Paragraph 5 below.
- (c) To ascertain the HIPAA needs of member counties:
- (d) To contract with any public or private entity to provide all necessary services;
- (e) To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
- (f) To establish a system of accounting and budgeting;
- (g) To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement;
- (h) To study, and if appropriate to undertake, the application of the Electronic Transactions Clearinghouse technology to other county uses; and
- (i) To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

5. ADVISORY COMMITTEE. The ISAC Board of Directors shall establish a Clearinghouse Advisory Committee, made up of county officials and employees, to provide input and technical assistance. The Committee shall consist of no more than 10 members.

6. BUDGET. The ISAC Board of Directors shall, prior to July 1 of each year, prepare and adopt a budget for the operation of ETC for the next fiscal year. The ISAC Board of Directors shall make a copy of the ETC budget available to each member county. The ISAC Board of Directors may amend the ETC budget during the fiscal year. The accounts of ETC shall be audited and verified by a certified public accountant within two hundred seventy (270) days of each fiscal year and a copy thereof provided to each member of the ISAC Board of Directors and the Auditor of the State of Iowa.

7. FUNDING. ETC shall provide the services referred to in this Agreement to each member county. The costs to counties for these services shall be determined as follows: each member county shall pay a one-time \$2,500 joining fee. In addition, each member county shall pay an annual fee based on its proportional share of a three-year average of the combined total of all member counties' actual GAAP general fund expenditures and mental health fund expenditures.

8. ADDITIONAL MEMBERSHIP. After June 30, 2004, any Iowa county that is a member of ISAC may become party to this Agreement and gain membership in ETC by adoption of this Agreement, as it may have been amended, by resolution of its board of supervisors. Membership shall be effective upon filing and recording of the Agreement as required by Iowa Code section 28E.8 (2003), with a copy of the filed and recorded Agreement to be provided to ISAC and the new member county. Each new member

county shall pay the annual fee for the year of entry, plus an amount to be determined by the ISAC Board of Directors.

9. WITHDRAWAL. Any county, by resolution, may withdraw from ETC by giving written notice to the ISAC Board of Directors no later than November 15 preceding the fiscal year of withdrawal. Withdrawal shall not relieve the withdrawing county of the obligation to pay its share of the expenses of ETC for the duration of the fiscal year in which the notification of withdrawal occurs. Services of ETC shall continue to be provided to the withdrawing county until the date of withdrawal.

10. AMENDMENTS. This Agreement may be amended by resolution of the ISAC Board of Directors by first adopting such amendment and then submitting it to the individual member counties. A separate explanation of the reasons for the amendment shall be included. Each county desiring to vote upon the amendment shall do so by resolution and return to ISAC a certified copy of the resolution stating the county's vote within thirty (30) days of the date that the county received a copy of the proposed amendment. Any county not voting upon the amendment within this time shall be considered to have approved the amendment. The ISAC Board of Directors may vote upon the amendment and return to ISAC a notarized letter from the ISAC President, stating ISAC Board of Directors' vote within thirty (30) days of the date that the ISAC Board of Directors received a copy of the proposed amendment. If the ISAC Board of Directors does not vote upon the amendment within this time, it shall be considered to have approved the amendment. If the amendment receives a majority of the votes of all ETC members plus ISAC, it shall become effective ten (10) days following the date the vote is tabulated. Amendments shall be filed and recorded as required by Iowa Code section 28E.8 (2003).

11. NON-LIABILITY. ETC is a public corporation. ISAC and individual counties shall not be liable for any acts, deeds, resolutions or other actions of ETC. Each individual county, and its assets and taxing authority may not be reached, attached or executed upon by any creditor or claimant of ETC. ISAC and its assets may not be reached, attached or executed upon by any creditor or claimant of ETC.

12. THIRD PARTY BENEFIT. Neither the provisions of this Agreement nor the provisions of any agreement that ETC may have with any public or private agency shall inure to the benefit of any other third party or any individual resident or taxpayer of any county and neither this Agreement nor any agreement that ETC may have with any public or private agency may be the basis of a claim or cause of action on behalf of any other third party or any individual resident or taxpayer of any county.

13. DISPOSITION OF ASSETS. In the event this Agreement is terminated and ETC is abolished, all property of ETC shall be delivered, assigned and conveyed to the ETC member counties in proportion to their current year's financial contribution, after payment of all just debts, obligations and liabilities of ETC.

ELECTRONIC TRANSACTIONS CLEARINGHOUSE
28E AGREEMENT

Mahaska County, Iowa

Signature
Chairperson, Mahaska County Board of Supervisors

Date

(SEAL)

ATTEST:

County Auditor
STATE OF IOWA)

COUNTY OF MAHASKA)

On this day 2nd day of June, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Greg Gordy and Kay Swanson, to me personally known, who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and Auditor, respectively, of Mahaska County, Iowa; that this instrument was signed and sealed on behalf of said county by authority of its Board of Supervisors; and that the said Greg Gordy and Kay Swanson as such officers acknowledged the execution of the said instrument to be the voluntary act and deed of Mahaska County by it and by them voluntarily executed.

(Seal)

Notary Public in and for the State of Iowa

The matter of the closing of the courthouse on Wednesday, July 23, 2003 for the RAGBRAI was tabled until June 16th meeting.

Sheriff VanToorn discussed the matter of a sheriff's car that had been wrecked in November, 2002. It is a 1997 Ford, unit 62-14. The sheriff will give title to the car in exchange for the tow bill and storage fee. It has been in storage at H & B Automotive. It

was moved by Rouw seconded by VanWeelden to give the sheriff permission to do this. All present voted aye. Motion carried.

Marla Knight and Dan Nichols from Iowa Telecomm discussed changing the local telephone service for the Department of Human Services with the board and Marge Streigel of the Department of Human Services. It was moved by VanWeelden seconded by Rouw to change the local telephone service from Qwest to Iowa Telecomm for local lines. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rouw to approve the contract with Iowa Telecom to have the rates reduced for a three year period for the 13 lines. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to approve the contract with Iowa Telecom to purchase services for a T-1 line for a three year period. This is for 22 lines. All present voted aye. Motion carried.

Kirby Moss from Employee Group Services discussed the employee health insurance with the board. It was moved by Gordy seconded by VanWeelden to change the renewal date to July 1, with Pacific Life. The employee rates will be \$346.00 for single rate and \$803.00 per month for family coverage. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to offer additional life insurance to the employees thru this plan. The employees will pay for this additional term life insurance. All present voted aye. Motion carried.

John Davis from the Secondary Road discussed the health insurance changes with the board.

It was moved by VanWeelden seconded by Rouw to approve the Notice of Destruction of Noxious Weeds to be published. All present voted aye. Motion carried.

One bid was received for the Hwy 371 HMA project. It was from Norris Asphalt Paving Co. Division 1 total is \$75,559.05; Division 2 total is \$19,309.57 with a combined total of \$94,868.67. The company included the contractor's bid bond with the bid. This was tabled until June 16th meeting.

The engineer recommended approval of the Stefanik Plat a subdivision of the SW NW of Section 35 Township 74, Range 15. The plat will be coming on the proper paper to be recorded in the Recorder's Office.

It was moved by Rouw seconded by VanWeelden to approve the following resolution. All present voted aye. Motion carried.

RESOLUTION

To Enter Negotiations With the Iowa Department of Transportation For The Transfer of Jurisdiction For That Portion of U.S. 63 From The North Corporation Limits Of the City Of Eddyville To The End Of The Public Road Segment (0.56 mile).

WHEREAS, the Iowa Department of Transportation wished to transfer jurisdiction to the respective government units for that portion of U.S. 63 in the City of Eddyville and in Mahaska County which will be bypassed by the new U.S. 63 construction, and

WHEREAS, 0.56 miles of the bypassed U.S.63 is outside the corporation limits of the City of Eddyville but in Mahaska County.

NOW, THEREFORE BE IT RESOLVED, that the Mahaska County Board of Supervisors does hereby approve negotiations with the Iowa Department of Transportation for the transfer of the above public road segment into the Mahaska County secondary road system.

BE IT FURTHER RESOLVED that negotiations begin with the City of Eddyville for the transfer of the Mahaska County portion of the bypassed U.S. 63 to the City of Eddyville.

PASSED and APPROVED THE 2nd day of June, 2003.

Chairman, Board of Supervisors

Attest:

County Auditor

It was moved by Rouw seconded by VanWeelden to have the engineer negotiate the culvert replacement on the Coal Creek Drainage project. All present voted aye. Motion carried.

The engineer will check on putting the segments of old 371 and 102 into the Farm to Market program.

It was moved by VanWeelden seconded by Rouw to approve the request of the County Attorney to place Carrie Ferguson on the payroll as a full-time shared employee of the Attorney's Office and the Mahaska County Assessor's Office at a salary of \$22,000.00 per year with full benefits commencing June 1, 2003. Roll call vote – VanWeelden – aye; Gordy – nay; Rouw – nay. Motion defeated.

The board discussed the matter of the 28E Contracting Consortium disbanding. It was decided by consensus that the Contracting Consortium should disband and to keep the same board together to set rates.

It was moved by VanWeelden seconded by Rouw to approve the following burial policy for Mahaska County for fiscal year 2004. All present voted aye. Motion carried.

MAHASKA COUNTY BURIAL POLICY

JUNE 2003

It is the intent and purpose of Mahaska County to assist in the cost of funerals for indigent/poor residents of Mahaska County. This policy is to clarify the guidelines of indigent/poor funerals. Payment will only be made for any indigent/poor person who had his or her legal settlement, as defined in the Iowa Code, in Mahaska County. The maximum that will be paid for burial of non-resident indigent transients is \$250.00, as stated in Chapter 252.27 in the Code of Iowa.

Prior to assumption of burial indebtedness by Mahaska County, the funeral home which provides or otherwise arranges the services must notify and acquire approval from the General Relief Director. The funeral home must acknowledge the limitations stated in the policy, agree to accept the County payment of the funeral and burial indebtedness in full and complete satisfaction of any and all burial costs. There will be no approval or payment of additional charges over and above the amount stated in the policy. In the event the General Relief Director is not available, the approval of the Board of Supervisors is required.

REQUIREMENTS AND RESTRICTIONS

1 . Applicant must have lived and resided in Mahaska County. If the applicant does not have legal residency (12 months of continuous residence) in Mahaska County, the County of legal settlement will be contacted and must agree to accept financial responsibility before funeral arrangements will be approved. Iowa Code Chapter 252.27 defines and clarifies legal settlement.

2. The family/representative of the deceased must meet with the Mahaska County Relief Director and/or the Mahaska County Veteran's Administrator to apply for the County/Veteran's burial allowances. The Funeral Director must be contacted by the General Relief Director before any arrangements are finalized. If the person/family has signed a contract or agreement with the Funeral Home prior to interview with the General Relief Director, assistance will not be provided unless this contract is voided.

3. If the deceased is survived by family, spouse, parent, child, companion/paramour, or other immediate family members, Mahaska County Relief will be governed by the assets/benefits of the deceased, and the assets/benefits/income of said family members who are applying for the burial assistance. These amounts will be in

compliance with the State of Iowa income guidelines. If assets/benefits/income prove to be over the guidelines, the burial assistance request will be denied.

4. Any assets/benefits/income/funds due the deceased person including, but not limited to:

- Title 19
- Life Insurance
- Real Estate
- Personal Property
- Social Security Benefits
- Veteran's Benefits
- Railroad, or other benefits
- Contracts
- Bank Accounts
- Annuities, Stocks, Bonds, CD's
- Etc.

must be applied to the funeral expenses. If assets/benefits/income/funds are available, Mahaska County will deny the application.

5. In the event that any personal funds of the deceased become available after Mahaska County has paid the expense herein: the Funeral Home shall promptly reimburse Mahaska County upon receipt of said personal funds in the amount of monies received.

6. The family may not contribute additional funds to upgrade county burial or burial merchandise. If the family does contribute monies for an upgrade, the application for County Burial will be revoked, denied.

7. The Funeral Home must recognize and agree to accept the amount stated in this policy as full payment and complete satisfaction of any and all burial costs. There will be no approval or payment of additional charges. The Funeral Home must attach copies of original invoices from the vendors to the Funeral Home Statement in order to be reimbursed.

8. If the deceased does not have a cemetery plot, one will be provided in a cemetery designated by Mahaska County at a cost not to exceed \$100.00. If the family desires an alternate cemetery plot than the one designated by Mahaska County, the family must pay the purchase price.

9. The family will be responsible for transportation costs to a cemetery outside of an 85 mile radius from the Funeral Home. If the family cannot pay, Mahaska County will pay the charges at the rate of \$.50 cents per mile.

10. Honorariums such as register book, stationery, memorial service folders, minister, musicians, hair dresser/barber shall be paid by the family.

MAXIMUM ALLOWED FOR REGULAR SERVICES AND BURIAL

Funeral Home will provide the following services:

Transfer of the deceased from place of death within an 85 mile radius of Funeral Home.

All preparation and services required for proper burial.

The most economical casket available.

The most economical grave box available.

Grave space.

Cemetery open/close.

Services, either graveside or at Funeral Chapel.

Total that will be paid by Mahaska County for Adult: \$2090.00

Total that will be paid by Mahaska County for Child: \$650.00

MAXIMUM ALLOWED FOR CREMATION AND SERVICES:

Transfer of the deceased from place of death within an 85 mile radius of Funeral Home.

All preparation and services required for proper burial.

Transportation to crematorium

Cremation.

The most economical container.

Final Services.

Total that will be paid by Mahaska County for Cremation: \$1185.00

The Mahaska County Board of Supervisors shall review and reaffirm this policy annually.

Dated this 2nd day of June, 2003.

Board of Supervisors
Henry W. VanWeelden

Greg Gordy

Lawrence Rouw

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

Chairman, Board of Supervisors
Mahaska County

ATTEST: _____
County Auditor