



# *Cerro Gordo County* *Department of Public Health*

Cerro Gordo County Board of Health  
Wednesday, May 23rd, 2018  
MINUTES

**Present:** Mark Johnson, MD, Chair  
Kristy Marquis, Vice Chair  
Sydney Bermel RN, BSN, Secretary  
Barb Kellogg  
Chris Watts

**Staff:** Ron Osterholm, Health Director  
Brian Hanft, REHS, MPA, Environmental Health Service Manager  
Cathy Gomez, MBA, Finance & Administration Service Manager

Meeting was called to order at 5:15pm.

Discussion Item: Moving forward with purchase agreement of building located on 9<sup>th</sup> Street S.E.

Ron Osterholm spoke to documents he sent out regarding the new building, map showing the building, the outlined easement, and the purchase agreement. Ron is concerned with future repair and maintenance costs of the shared parking/easement and purchasing land we can't control but are responsible for the repair and maintenance. We could be locked in for years of a contractual agreement

Chris Watts stated that he feels there is sufficient parking even if we had to share and there is room to accommodate Steve O'Neil and county emergency management.

Sydney Bermel asked if the agreement has been finalized, Osterholm stated that he and Tom Meyer have been back and forth with the current owner and he is not willing to budge on the parking, pricing and easement responsibility.

Dr. Johnson suggested offering more money to purchase the parking in question.

Osterholm deferred to Brian Hanft who sits on the health department's building committee. This committee is comprised of employees who would be working out of the new building in the future and their input is important.

Brian Hanft stated that the committee feels the purchase agreement is one-sided in favor of the current owner. It appears the current owner is trying to steer clear of having to be responsible

to maintain the shared parking and easement. The committee had six recommendations as well as pros and cons:

1. The parking lot west of the purchased building could be removed from the agreement and allow Mr. Tierney to own and maintain the lot on his own. The Health Department would promote parking in the east lots. The offered price should be reduced accordingly and the committee recommends an offer of \$375,000.
2. As an option to #1 above, the parking lot (northern most 27 parking spaces) to the west of the building could be included in the agreement as leased spaces. This would allow for additional spaces should the department expand in the future. It keeps the sharing issues minimized and addresses his concerns that the city might have if he expands operations there.
3. The shared easement south of the building, which will be used by semi traffic and the HD, should be an equally shared maintenance expense. It makes sense to resubmit our offer requesting Mr. Tierney pay 60% and the County pays 40% of the upkeep cost with the idea that he will try to negotiate this to a 50/50 deal, which would meet our requirements.
4. The shed/garage west of the building could be torn down and paved for additional HD parking. This would be on our own land and not subject to sharing and maintenance arrangements.
5. Maintenance responsibilities for the shared areas should be clearly defined in the agreement. For example, if it snows overnight, when would the County be required to have the snow removed? Also, the question arose - Is it appropriate that tax dollars be used for property maintenance that will benefit a private business owner?
6. If repairs are necessary, then who will decide the appropriate repair? Would we decide what the correct fix is? Would he have a say in the process?

There are many pros and cons to the location. Some of the ideas are listed below:

Pros	Cons
Plenty of space to park if agreement is worked out.	Cost sharing agreement is not agreeable as defined in contract
Price is right - long term tax dollar savings	If less parking lot is included, then purchase price should be reduced accordingly
Expansion possibilities for additional services - CSS, Comm Action, Emergency Prep	Location is not an added plus - will be more difficult for people to find us
Parking is enhanced	Is getting bigger better?
Accessibility in building better for clients	Windows don't open – a safety issue that could be addressed during the remodel
Clinics will be better suited for serving clients	
After hour access to fitness center will be better	
Garage space for storage - heated	
IT Infrastructure is good	
Sprinkler systems	
Neighborhood could use some revitalizing. Building updates would help	

Watts shared his idea of the north end, which would be to build a new county courthouse on the site and have enough space to house public health in the building.

Barb Kellogg stated that if the county would own the building on 9<sup>th</sup> St S.E. and the county is willing to take on the costs of the parking/easement issues she is in favor of the agreement.

Watts suggested that not all the changes to upgrade the building be done right away. Osterholm expressed concern that if we did some changes in the beginning and some later that the future improvements would not be made. Dr. Johnson expressed he would like to see the building look top notch.

Dr. Johnson asked by a show of hands who wants to walk away from the building, one individual raised their hand.

Dr. Johnson then asked who wants to accept the terms as they are written, one individual raised their hand.

Dr. Johnson stated that he feels that the current owner needs to have some accountability for the truck traffic, and suggested the contract state that every year a set of parameters are agreed upon to re-negotiate the maintenance contract.

Dr. Johnson asked who is negotiating on behalf of the health department. Osterholm stated both Jerry Stambaugh from the county attorney's office and Tom Meyer from the county are handling the negotiations.

Osterholm suggested that the board put in writing what they would like to negotiate in the purchase agreement.

The board agreed to the following negotiations:

1. Protect long term financial risk based on truck usage & maintenance. 60/40 responsibility for all maintenance and repairs on all shared property. 40% county responsibility. Also include verbiage as to who makes the call on when repairs will be made.
2. Snow removal and maintenance responsibility 60/40 on all shared property, 40% county responsibility.

Board members agreed that the highest percentage of responsibility we would be willing to take would 60%.

Watts stated that he feels if we negotiate these terms that we need to have some give to the current owner. He suggested that we decrease the 90 day assessment period to 45 days in an effort to speed things along. The other board members stated that the full 90 days would be needed.

Dr. Johnson also stated that the board should offer \$450,000 for repairs and ask the board of supervisors to also increase their share to \$450,000. Osterholm stated that if the board of supervisors agreed, that in the event the improvements come under budget of \$450,000 that the board of health would give the difference back to the county board of supervisors.

Osterholm suggested that the board of supervisors agree that the design and improvements for the building will be handled by the health department.

Meeting adjourned 6:25pm

Next Board of Health meeting is June 8th, 2018 at 12:30pm in the Edna McCaulley Conference Room at Public Health.

Respectfully Submitted,

A handwritten signature in black ink that reads "Sydney Bermel". The signature is written in a cursive, flowing style.

Sydney Bermel, RN, BSN  
Secretary