

# Jasper County, Iowa

Joe Brock

Denny Carpenter

Dennis Stevenson



Board of Supervisors

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

## JASPER COUNTY BOARD OF SUPERVISORS AGENDA

[www.co.jasper.ia.us](http://www.co.jasper.ia.us)

June 21, 2016

9:30 a.m.

- Item 1      **Shomo-Madsen & Woythaler**
  - a) Bond Renewal Proposal for 7/1/2016
  
- Item 2      **Human Resources – Dennis Simon**
  - a) New Position Resolution for Collections Coordinator
  
- Item 3      **Engineer – Russ Stutt**
  - a) Approve & Sign Haul Route Agreement with Dakota Access, LLC
  
- Item 4      **Elderly Nutrition – Kelli Van Manen**
  - a) Contract for Food Services from Skiff Medical Center for 7/1/16-6/30/17
  - b) Contract with Colfax Community Senior Center for 7/1/16-6/30/17
  
- Item 5      **Sheriff – John Halferty**
  - a) Approval of Quarterly Report for period ending 12/31/2015
  - b) Approval of Quarterly Report for period ending 3/31/2016
  
- Item 6      **Approval of Lease with Heart of Iowa Regional Transit Agency (HIRTA) for a portion of the Community Center for Jasper County Transportation (7/1/2016-6/30/2017)**
  
- Item 7      **Approval of Fireworks Permits**
  - a) Amanda Richtsmeier on 7/2/2016
  - b) Amanda Taylor on 7/2/2016
  - c) Connie DeGreef on 7/2/2016 (rain date 7/3/16)
  - d) Sharon Atwood on 7/2/16-7/3/16 & 7/8/16-7/9/16
  
- Item 8      **Approval of Board of Supervisors minutes for 6/14/16**
  
- Item 9      **Board Appointments**

**PUBLIC INPUT & COMMENTS**

*Jasper County, Iowa  
Bond Renewal Proposal  
July 1, 2016*

1) <i>Renewal Estimate – Current \$250,000 Limit Combined Bond Forms - \$5,000 Deductible</i>	<i>\$3,343.00</i>
2) <i>Option 1 – Renewal Estimate - \$500,000 Limit \$10,000 Deductible</i>	<i>\$3,880.00</i>
3) <i>Option 2 – Renewal Estimate - \$1,000,000 \$10,000 Deductible</i>	<i>\$4,480.00</i>

*Jasper County, Iowa*

*Bond Renewal Proposal*

*July 1, 2011*

<i>1) Renewal Estimate -- Current \$250,000 Limit Combined Bond Forms</i>	<i>\$3313.00</i>
<i>2) Option 1: Renewal Estimate - \$500,000 Limit</i>	<i>\$3846.00</i>
<i>3) Option 2: Renewal Estimate - \$1,000,000 Limit</i>	<i>\$4720.00</i>

*Options 1 & 2 are subject to audited financials provided to the bonding company.*

Resolution 16-

WHEREAS, the Jasper County Attorney's Office has the need for and has requested the Jasper County Board of Supervisors create the permanent full-time position for Collections Coordinator.

NOW, THEREFORE BE IT RESOLVED that the Jasper County Board of Supervisors shall create the permanent full-time position for a Collections Coordinator.

A hiring resolution will be presented to the Jasper County Board of Supervisors to fill this position and establish the level of pay.

Resolution adopted this 21st day of June, 2016.

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Denny Stevenson, Chairman

Attest:

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Dennis Parrott, Auditor

**JASPER COUNTY SECONDARY ROADS  
HAUL ROAD DAMAGES AGREEMENT  
AND PERMIT**

THIS AGREEMENT, made this 16<sup>th</sup> day of June, 2016, by and between Dakota Access, LLC (individually or, where appropriate, collectively along with other entities working on the project, Dakota Access, LLC is referred to hereinafter as “DAPL”) and Jasper County, Iowa (“County”).

WITNESSED THAT:

**WHEREAS**, DAPL desires to temporarily use certain roadways, shown herewith in “Exhibit A,” on the Jasper County Secondary Road system to haul materials and equipment related to the construction and installation of a pipeline;

**WHEREAS**, said hauling operation may generate roadway usage in excess of normal use and may result in damage to the roadway surface in the form of rutting, loss of gravel, and/or damage to pavement and drainage structures;

**WHEREAS**, DAPL intends to restore or repair such damages promptly upon completion of the hauling operations such that the roadway surface, pavement, and/or drainage structures damaged by the hauling operations are returned practically to their pre-hauling operation condition(s); and

**WHEREAS**, the County has asserted that it is in the public’s interest to have the cost of repairing such damages, if any occur and to the extent the same are not restored or repaired by DAPL as contemplated herein, reimbursed to the County upon completion of the hauling operation and has requested DAPL agree to follow certain terms in connection with said hauling operation, including reimbursement of certain costs and posting of a bond, as described below.

**THEREFORE BE IT RESOLVED THAT:** the parties to this agreement do hereby agree as follows:

**DAPL AGREES TO:**

1. Contact the County Engineer’s Office 48 business hours prior to commencing said hauling operations, so that the County may have adequate time to issue press releases to the public. DAPL also agrees to provide the County Engineer with advance notice of substantial changes in DAPL’s planned hauling operations.
2. Restrict all hauling activities to the roads agreed upon and designated herewith in “Exhibit A” and any other such roads authorized by the County Engineer’s Office or otherwise allowed by law.
3. Obtain, if required, a permit for any temporary entrances prior to installation.
4. Obtain, if required, a permit for all utility work within County right of way prior to commencement of said work.
5. Provide to the County a certificate of general liability insurance, showing liability coverage for any and all damage to property and/or injuries to persons occurring as the result of acts of DAPL, its employees, or others working under the direction of DAPL.

Agree to save and hold harmless, the County from all claims arising from permitted use of the public right of way by DAPL.

6. Install and maintain warning signs at the site:

Ensure all traffic control complies with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), Part 6, or future editions as adopted by the Iowa Department of Transportation (IDOT).

Maintain a Traffic Control Technician on staff responsible for overall management of DAPL's quality control program for traffic control. The Traffic Control Technician is required to have attended and passed the exam in an American Traffic Safety Services Association (ATSSA) Traffic Control Technician class. A phone number for 24 hour contact for the Traffic Control Technician shall be provided to the County.

Ensure flaggers are trained in safe flagging operations that comply with IDOT Flagger's Handbook. Flaggers shall carry and show upon request a training card showing; the employee name, date of training, name of instructor, and expiration date.

Maintain and provide upon request, a daily log of quality control associated with monitoring and documenting of traffic control conditions, including; listing and locations of traffic control devices and operations used each day referenced to the MUTCD or IDOT standard road plans, all reviews of traffic control devices and operations whether satisfactory or unsatisfactory, corrections made, and a daily list of trained flaggers used.

Details of traffic control not addressed herewith, shall be resolved in accordance with the current version of IDOT's "Standard Specifications for Highway and Bridge Construction."

7. Allow local traffic use of road during hauling operations. Tools, equipment, materials, supplies, company vehicles, or worker vehicles shall not be parked or stored in public right of way.

8. Undertake reasonable precautions, as determined by the County or State or Federal agencies, to prevent fugitive dust. Corrective action, in the event of complaints pertaining to or knowledge of fugitive dust, or in an effort to prevent fugitive dust for the purpose of complying with Iowa Code 657.1 and Iowa Administrative Code 567 Ch 23.3(2) c., shall be the responsibility of DAPL. In the event of complaints pertaining to or knowledge of fugitive dust, the County will provide notice to DAPL and then the County and DAPL will work together to determine the appropriate course of corrective action to be taken; provided, however, that the County reserves the right to demand DAPL suspend its use of certain portions of the haul routes if needed to comply with a lawful demand from the DNR related to issues with fugitive dust if other methods cannot ameliorate the subject conditions. County agrees that DAPL shall have the opportunity to work with the County and/or directly with the DNR to determine a solution other than suspending its use of the relevant road or portion of a haul route and County understands that DAPL's intent is to not stop its work at any point. DAPL shall notify the County of any meetings between DAPL and the DNR related to fugitive dust issues in the County arising out of the DAPL's hauling operations under this Agreement and allow the County the opportunity to attend such meetings.

Comply with the County's determination of which reasonable precautions such as, but not limited to, those listed in IAC 567 Ch 23.3 (2) c., shall be used to prevent fugitive dust.

9. In addition to the above requirements, place 300 feet of dust palliative on all gravel approaches to intersections, prior to commencing hauling operations and maintain for the duration of hauling operations.
10. Reshape roadway at the end of each day, if necessary, in the judgment of the County Engineer, understanding that reshaping may not be necessary at all or may be necessary following completion of hauling activities.

In connection with the requirements regarding fugitive dust control measures in paragraph 8, above, in the event that privately purchased dust treatments have been applied, then once hauling operations have ceased, DAPL will replace such treatments within County right-of-way as necessary. The County Engineer will provide a list of such locations to DAPL.

Perform snow removal and winter maintenance, if necessary in the judgment of the County Engineer, on gravel surfaced haul roads in order to maintain public safety.

11. Restore roadway to pre-haul conditions, including repairs to drainage structures, re-shaping road top, and replacing granular surfacing or damaged pavement within 7 days of a temporary or permanent stoppage of hauling operations on an individual road segment. As necessary, DAPL may request a longer period of time within which to complete this work and the County, without abrogating in any way its responsibilities and/or duties to provide and maintain satisfactory roadways, will not unreasonably deny such requests.

In the event that hauling operations combined with saturated subgrade conditions or other environmental factors cause road deterioration beyond that which may be corrected by routine shaping and placement of approved granular material, cease and/or modify operations to the extent necessary and promptly coordinate with County to develop an approved method of repair.

12. In the event that damages to the roadway, including drainage structures, are not restored and or repaired as otherwise required herein, such that it becomes necessary for the County to undertake the restoration and/or repair work itself, reimburse the County for the actual out-of-pocket cost of such work determined by the County Engineer as necessary, within 30 days of receipt of itemized costs by the County Engineer. In making such determinations, the County Engineer will treat DAPL and DAPL-affected roadways, including drainage structures, the same as he would other landowners in terms of both the repairs deemed necessary and the costs of such repairs. Specifically, the County will be entitled to reimbursement for the actual cost of replacement of roadway, including drainage structures, and DAPL will not be entitled to a decrease in such actual costs on the grounds that the drainage structure was already depreciated; provided, however, that the replacement will be made in like kind to that thing being replaced. Video taken by DAPL prior to and upon completion of hauling activities may be used to determine these damages.

13. Remove or cause to be removed any temporary entrances or fills within the right of way within 30 days of permanent stoppage of hauling operations on an individual road segment.
14. Pay the County, prior to commencing of said hauling operations, \$15,000.00 as compensation for administration of this agreement. The County has estimated this amount to be its actual costs and DAPL shall have no obligation to pay more than this amount in the event the costs exceed this amount.

15. Post surety bond approved by the County, shown herewith in "Exhibit B," in the amount of not less than \$3,000,000.00.

The bond shall remain in full force and effect as of the effective date of this Agreement and continue in full force and effect for one year from the date of the final haul. Damages covered by the Surety Bond shall include the full cost of repair and replacement of the roadway and collateral structures.

**COUNTY AGREES TO:**

1. Issue any permits required for DAPL's planned operations contemporaneously with the execution of this Agreement; provided the requirements of such other permits have been met.
2. Monitor roadway conditions during hauling operations as reasonably necessary.
3. Exercise its discretion hereunder in a reasonable manner, taking into account the parties' intent as expressed herein.
4. Give DAPL prompt notice of any asserted breach of the agreement and provide DAPL a reasonable opportunity to address and/or cure the same and, if DAPL fails to do so, initiate the conflict resolution protocol described below. If, as a result of such conflict resolution, the County is entitled to payment from DAPL for costs incurred in restoring the roadway(s) to pre-haul condition, County will send a detailed invoice to DAPL for any and all such costs.
5. Send a detailed invoice to DAPL for any work requested by DAPL to provide maintenance of the approved routes prior to the end of hauling operations that the County would not normally provide.

**IT IS MUTUALLY AGREED THAT:**

DAPL may immediately proceed with its planned hauling operations.

This agreement is not a permit for oversize or overweight vehicles. Hauling operations will not cross any structure with a posted weight restriction that is exceeded by the haul vehicle, except as otherwise authorized. County and DAPL acknowledge that oversize and overweight vehicles are being permitted by separate agreement.

If during the hauling operations the County Engineer or his designee determines excessive damage or dangerous conditions exist, the County Engineer shall immediately give DAPL notice of the same and the County and DAPL shall work together to address the condition(s). DAPL acknowledges that, in extraordinary circumstances, such condition(s) may require the temporary cessation of some portion of the operations while corrective or preventive action is performed, or until the abnormal and/or severe weather conditions improve. County agrees that DAPL may otherwise continue its planned operations and agrees to work with DAPL to determine solutions to be employed other than DAPL temporarily suspending its operations, it being DAPL's intent to not cease hauling operations and it being County's intent to not require suspension of any portion of DAPL's operations unless there is no reasonable alternative.

DAPL and the County Engineer or his designee shall work together in good faith to resolve any disputes regarding matters hereunder, including but not limited to the existence, scope, and/or cause of any



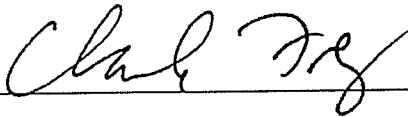
damages to the roadway after DAPL's post-hauling operations restoration and/or repair work has been completed, taking into account the costs, benefits, feasibility, governing engineering principles, and other available information. In the unlikely event that DAPL and the County Engineer or his designee are unable to resolve such matters, then DAPL and the County Board of Supervisors shall further attempt in good faith to resolve the matter taking into account at least those things discussed in immediately preceding sentence.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first herein written.

JASPER COUNTY, IOWA

DAKOTA ACCESS, LLC

By: \_\_\_\_\_

By:  \_\_\_\_\_

Chairman, Jasper County Board of Supervisors

Charles Frey  
1300 Main Street  
Houston, Texas 77002  
713.989.2768

**Attest:** \_\_\_\_\_  
**Dennis Parrott, Auditor**

(Print Name, Address, and Phone#)

58780686

## AGREEMENT FOR PROVISION OF FOOD SERVICES BETWEEN JASPER COUNTY, IOWA AND SKIFF MEDICAL CENTER

*THIS AGREEMENT* is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Jasper County, Iowa, doing business under its “Jasper County Elderly Nutrition Program” and acting by and through its Board of Supervisors (hereinafter referred to as “Contractor”) and Skiff Medical Center, Newton, Iowa, (hereinafter referred to as the “Sub-Contractor”), and *PROVIDES AS FOLLOWS*:

### 1. NATURE AND DURATION OF AGREEMENT:

This agreement creates no new entity and shall be effective from the 1<sup>st</sup> day of July, 2016 to the last day of June, 2017. Sub-Contractor and all employees and agents of Sub-Contractor are wholly independent of Contractor, and nothing contained within this Agreement is intended to cause Sub-Contractor or any of its employees or agents to become employees or agents of Contractor for any purpose.

### 2. LICENSING REQUIREMENTS, MEAL PREPARATION AND DELIVERY:

The Sub-Contractor shall be licensed by the Iowa Department of Inspections and Appeals, and shall comply with state restaurant license laws and regulations pertaining to food handling and preparation.

The Sub-Contractor will prepare meals for the Home Delivered Meals aspects of the program each Saturday and Sunday and on the holidays of Thanksgiving Day and Christmas Day.

The Sub-Contractor shall provide the Contractor with monthly or cycle menus of meals prepared for the home delivered meals program. Meals program shall be subject to approval of the program director and shall comply with the food pattern listed below:

Meat or meat alternative – 3 oz. of cooked edible portions of beef, pork, fish, fowl, luncheon meats, eggs or cheese

Two Vegetables and One Fruit group – two 1/2 cup servings (dessert should not be counted toward this).

Three servings of bread or bread alternative.

Butter or Margarine

One Milk / Alternative

Dessert – one 1/2 cup serving of simple dessert such as fruit, pudding, etc.

Modified diets may be provided by the Sub-Contractor upon request by the Contractor and standard meals shall be modified if required by any changes of any state or federal agency rule or grant funding requirement. The Contractor shall be responsible for delivery of meals via its “Elderly Nutrition Program” endeavors.

3. ACCESS:

Employees of the Contractor, and other qualified representatives shall have access to the facility at such time as is needed to perform their job responsibilities and to ensure full compliance with this Agreement by the Sub-Contractor.

4. CLIENT CERTIFICATION AND RECORDS:

The Contractor, through its Elderly Nutrition Program Director, shall be responsible for certification of eligible recipients of Home Delivered Meals and delivery of said meals. Requests for service shall be referred to the Contractor. The Contractor will notify the Sub-Contractor, in advance, of additions or deletions to the number of meals to be prepared. Information necessary for the successful operation of the program shall be exchanged by both parties. The Sub-Contractor shall maintain a monthly record of meals served to each recipient and submit such records to the Contractor, c/o Jasper County Elderly Nutrition Program, 2401 First Avenue East, Newton, Iowa, 50208, no later than the 5<sup>th</sup> day of the following month. The Contractor may provide the Sub-Contractor with any forms needed by Contractor record keeping and, if so, Sub-Contractor agrees to promptly and accurately complete and return such forms concurrent with any billing for Sub-Contractor's services provided hereunder.

5. BILLING:

The Sub-Contractor shall submit monthly statements for payment, detailing the number of meals served and cost per meal. Any additional charges shall be itemized in the statement. Statements shall be submitted to the Contractor no later than the last day of the month.

The Sub-Contractor shall provide suitable meals at the rate of \$6.00 each for Saturdays and Sundays, EXCEPT that the rate of \$5.00 per meal shall apply for those meals prepared on Thanksgiving Day and Christmas Day (even if Christmas Day were to fall on a Saturday or Sunday).

6. LIABILITY:

The Contractor shall carry primary insurance for personal injury and personal liability and secondary insurance for product liability. The Sub-Contractor, and its employees and representatives, shall be held harmless from claims and actions against the nutrition program for personal injury and personal liability caused by any employee or representative of Contractor acting within the scope of his or her employment. The Sub-Contractor shall indemnify through insurance policies and hold harmless Contractor, and its employees and representatives, from any act or omission on the part of the Sub-Contractor, or its employees or representatives, causing harm or injury to any third person in relation to any matters involved under this Agreement. The Sub-Contractor shall cooperate to promptly supply the Contractor's program director with copies of the required policy or policies of insurance.

7. NON-DISCRIMINATION:

All parties to this agreement shall comply with the Civil Rights Act of 1964 (P.L. 880352) and all requirements imposed by or pursuant thereto, the Rehabilitation Act of 1965, Section 504, and all other applicable Federal, State and local laws, rules and regulations. In accordance therewith, no person shall be discriminated against, excluded from participation, be denied benefits, or be otherwise subjected to discrimination on the grounds of race, creed, color, sex, age, national origin, or handicap.

8. ASSIGNMENT OF DUTIES AND RESPONSIBILITIES BY SUB-CONTRACTOR:

No assignment or transfer of this agreement or any of the duties imposed hereunder may be made in whole or part without the written consent of the Contractor following public hearing and passage of appropriate resolution.

9. MODIFICATIONS, TERMINATION FOR CONVENIENCE:

No variation or modification of this agreement, and no waiver of its provisions, shall be valid unless in writing and signed by duly authorized officers of both Contractor and Sub-Contractor. Both parties may, at any time during the life of this agreement or any extension thereof, terminate this agreement upon thirty (30) days written notice of intention to do so, except that Contractor may terminate this agreement immediately and without recourse if based upon probable cause of any breach of this agreement or any violation of applicable laws, rules or regulations on the part of the Sub-Contractor.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be signed by their duly authorized officers/representatives.

**JASPER COUNTY, IOWA:**

**SKIFF MEDICAL CENTER:**

\_\_\_\_\_  
Denny Stevenson, Chairperson,  
Jasper County Board of Supervisors

\_\_\_\_\_  
Executive Director

Attest: \_\_\_\_\_  
Dennis K. Parrott,  
Jasper County Auditor

**AGREEMENT BETWEEN JASPER COUNTY, IOWA AND  
THE COLFAX COMMUNITY SENIOR CITIZENS CENTER, COLFAX, IOWA**

SUBJECT OF AGREEMENT: Use of facilities of the Colfax Community Senior Citizens Center for Title III C Elderly Nutrition Program.

Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2016 by and between Jasper County, Iowa, having its office at the Courthouse in Newton, herein, after designated as the "Project" and the Colfax Community Senior Citizens Center of Colfax, Iowa, herein after- designated as the "Company".

In consideration of the mutual promises and covenants contained herein, the Company and Project agree as follows:

A. 1. The Company agrees that it will make available to the Project, the use of the dining room facilities at the Colfax Community Senior Citizens Center. This includes tables, chairs, and other equipment necessary to serve an average of fifty (50) to one hundred (100) persons at about noon each day, five (5) days per week, except for agreed holidays, and that the Company will provide utilities necessary to service that part of the building.

2. The Company agrees to allow the Project Director, the Project Nutritionist and any other duly qualified representatives of the Project to perform their duties as necessary to insure the successful operation of the Project.

3. The Project, on a monthly basis will pay the Company \$200 as rent for use of the facility.

4. The Company will provide trashcans or other suitable containers outside of the Colfax Senior Citizens Center in a place, which is in harmony with the laws and ordinances of the State of Iowa and will arrange for the regular and orderly removal of trash from such containers.

5. The Company will maintain the building; its fixtures and furnishings in a state of cleanliness, and repair, which permits the safe and sanitary operation of the program. In particular, the Company will:

- a. Comply with local sanitation and fire codes and ordinances.
- b. Employ a professional pest control service on a regular basis.
- c. Provide weekly janitorial service.

6. The Company will provide utilities including, water, sewer, electricity, and natural gas for the use of the program.

B. 1. The Project will serve meals at the site provided by the Company, five (5) days each week, Monday through Friday, excluding those holidays during which no Project meals are served at any other location pursuant to general employment policies of Jasper County, Iowa and/or pursuant to union contract involving Project employees.

2. The Project will hire employees and other staff as deemed necessary to implement the Program, who shall be employees of Jasper County.

3. The Project will place all disposable trash and other solid waste in plastic bags and into containers provided by the Company.

This Agreement constitutes the entire Agreement between the Company and the Project with respect to the subject matter hereof and thereto. No variation or modification of the Agreement and no waiver of its provision shall be valid unless in writing and signed by the duly authorized officers of the Project and Company. No assignment or transfer of this Agreement may be made in whole or part, without the written consent of the Project first being obtained.

The Company shall indemnify, save and hold harmless the Project and all its agencies and employees of and from any and all claims, demands, actions, or causes of action of whatever nature or character arising out of or by reason of personal property damage, bodily injury or any other suit brought by any participants or other persons due to accident or injury against the Project, its employees or assigns.

This Agreement shall be effective as of July 1, 2016, and shall be in force commencing on the effective date and ending June 30, 2017 and during which such additional period or periods as the parties hereto agree upon. However, both parties to this Agreement may at any time during the life of this Agreement or any extension there of terminate this Agreement by giving the other party thirty (30) days written notice of its intention to do so.

In connection with the carrying out of this Agreement, all parties shall comply with Title VII of the Civil Rights Act (78 stat. 214) and amendments and regulations issued pursuant thereto.

No person shall, on grounds of race, creed, color or national origin be excluded from participation in, be refused benefits of, or be otherwise subjected to discrimination, under agency grants awarded pursuant to Title III Planning Grant 85 or the Iowa Commission on the Aging Resources of Central Iowa or any project or program supported by such grants. Sub- contractors must comply with the provisions and requirements of Title VII of the Civil Rights Act 1964 and regulations issued by the Department of Health, Education and Welfare thereunder as a condition of the award of Federal Funds and continued grant support.

IN WITNESS WHEREOF, the parties have thereto caused this Agreement to be signed by their duly authorized officers the day and year first above written.

Colfax Community Senior Citizens Center  
1 E. Howard & Walnut  
Colfax, Iowa 50054

JASPER COUNTY, IOWA  
Courthouse, 101 First Street North  
Newton, Iowa 50208

\_\_\_\_\_  
Chairperson,

\_\_\_\_\_  
Denny Stevenson, Chairperson

Attest: \_\_\_\_\_  
Dennis K. Parrott, Auditor

JASPER COUNTY SHERIFF'S  
REPORT OF RECEIPTS AND DISBURSEMENTS  
For the Quarter Ending

ITEM #5a  
June 21, 2016 Agenda

December 31, 2015  
OCT-NOV-DEC

**RECEIPTS:**

Fees	\$ 29,816.91
Mileage	\$ 15,766.71
Miscellaneous to Treasurer	\$ 31,395.71
GTSB	\$ -
Board/Care Prisoners	\$ -
Work Release & Prisoner Reimb	\$ 9,328.09
C/W Permits County	\$ 10,420.00
Purchase Permits	\$ 560.00
DARE Trust Fund	\$ 200.00
DARE Reimbursement	\$ -
Miscellaneous	\$ 3,809.76
Sex Offender Registry	\$ 270.00
Prisoner's Phone	\$ 3,057.38
K-9	\$ -
In House Detention	\$ -
City Law Enforcement	\$ -
Drug Task Force Reimbursement	\$ -
Tobacco Compliance Checks	\$ -
Forfeiture Money	\$ -
Concessions/Comm	\$ -
OT Pay Reim Speedway	\$ 3,101.03
Overpayment-\$5 or less	\$ 26.45
Donations - Reserve Deputy	\$ -
Inmate Medical Reimbursement	\$ 623.00
Miscellaneous Trusts	\$ 95,389.38
C/W Permits to State IDPS	\$ 2,605.00
Condemnations	\$ -
Sheriff's Sale	\$ 157,384.09

RECEIPTS TOTAL	\$ 332,357.80
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**DISBURSEMENTS:**

County Treasurer Receipts	\$ 76,979.33
Clerks of Court	\$ 24,800.00
Garnished Funds (other)	\$ -
C/W Permits to IDPS	\$ 2,605.00
Miscellaneous Trusts	\$ 48,220.28
Sheriff's Sale	\$ 157,384.09
MT Disbursed	\$ 28,655.13
Unclaimed fees to Treasurer	\$ -

DISBURSEMENTS TOTAL	\$ 338,643.83
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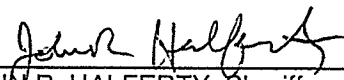
BALANCE ON HAND BEGINNING OF QUARTER	\$ 14,609.58
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Total Receipts	\$ 332,357.80
Total Disbursements	\$ 338,643.83

BALANCE ON HAND END OF QUARTER	\$ 8,353.16
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I, the undersigned, do hereby certify that the report given above is a correct report of fees and expenses charged, and of collections and disbursements by me as Sheriff during the specified period.

Dated this 31<sup>st</sup> day of December, 2015.

  
JOHN R. HALFERTY, Sheriff  
Jasper County, Iowa

prepared by Julie P. Dadds  
submitted to Auditor  
6-17-16.

**OCTOBER 2015**

Beginning Balance Carried Forward:		\$ 14,609.58
<b>RECEIPTS:</b>		
Fees	\$	10,607.86
Mileage	\$	5,969.83
Miscellaneous to Treasurer	\$	10,695.11
GTSB	\$	-
Board/Care Prisoners	\$	-
Work Release & Prisoner Reimb.	\$	3,723.77
C/W Permits County	\$	1,660.00
Purchase Permits	\$	190.00
DARE Trust Fund	\$	200.00
DARE Reimbursement	\$	-
Miscellaneous	\$	666.50
SOR-Sex Offender Registry	\$	75.00
Prisoner's Phone Refund	\$	665.26
K-9	\$	-
In House Detention	\$	-
City-Law-Enforcement	\$	-
Drug Task Force Reimbursement	\$	-
Tobacco Compliance Checks	\$	-
Forfeiture Money	\$	-
Concessions/Commissary	\$	-
Overtime Pay Reimb (Speedway)	\$	3,101.03
Overpayments of \$5 or less	\$	13.55
Donations - Reserve-Deputy	\$	-
Inmate Medical Reimbursement	\$	300.00
Miscellaneous Trusts	\$	66,006.06
C/W Permits to State DPS	\$	415.00
Condemnations	\$	-
Sheriff's Sales	\$	157,384.09
Receipts for the Month-TOTAL	\$	250,977.95

<b>DISBURSEMENTS:</b>	
County Treasurer Receipts	\$ 27,172.80
Clerks of Court	\$ 10,800.00
Garnished Funds (other)	\$ -
C/W Permits to IDPS	\$ 415.00
Miscellaneous Trusts	\$ 45,676.51
Sheriff's Sale	\$ 157,384.09
MT Disbursed	\$ 15,001.73
Unclaimed fees to Treasurer	\$ -
Disbursements for the Month-TOTAL	\$ 256,450.13

Beginning balance	\$ 14,609.58
Receipts for the month	\$ 251,097.15
Disbursements for the month	\$ 256,450.13
Ending balance for the month	\$ 9,256.60

**NOVEMBER 2015**

Beginning Balance Carried Forward:		\$ 9,256.60
<b>RECEIPTS:</b>		
Fees	\$	9,513.24
Mileage	\$	5,398.64
Miscellaneous to Treasurer	\$	5,957.88
GTSB	\$	-
Board/Care Prisoners	\$	-
Work Release & Prisoner Reimb.	\$	1,319.31
C/W Permits County	\$	2,380.00
Purchase Permits	\$	170.00
DARE Trust Fund	\$	-
DARE Reimbursement	\$	-
Miscellaneous	\$	950.00
SOR-Sex Offender Registry	\$	120.00
Prisoner's Phone Refund	\$	1,014.82
K-9	\$	-
In House Detention	\$	-
City-Law-Enforcement	\$	-
Drug Task Force Reimbursement	\$	-
Tobacco Compliance Checks	\$	-
Forfeiture Money	\$	-
Concessions/Commissary	\$	-
Overtime Pay Reimb (Speedway)	\$	-
Overpayments of \$5 or less	\$	3.75
Donations - Reserve-Deputy	\$	-
Inmate Medical Reimbursement	\$	-
Miscellaneous Trusts	\$	18,644.85
C/W Permits to State DPS	\$	595.00
Condemnations	\$	-
Sheriff's Sales	\$	-
Receipts for the Month-TOTAL	\$	40,109.61

<b>DISBURSEMENTS:</b>	
County Treasurer Receipts	\$ 20,869.76
Clerks of Court	\$ 10,800.00
Garnished Funds (other)	\$ -
C/W Permits to IDPS	\$ 595.00
Miscellaneous Trusts	\$ 1,211.49
Sheriff's Sale	\$ -
MT Disbursed	\$ 5,018.21
Unclaimed fees to Treasurer	\$ -
Disbursements for the Month-TOTAL	\$ 38,494.46

Beginning balance	\$ 9,256.60
Receipts for the month	\$ 40,109.61
Disbursements for the month	\$ 38,494.46
Ending balance for the month	\$ 10,871.75

**DECEMBER 2015**

Beginning Balance Carried Forward:		\$ 10,876.75
<b>RECEIPTS:</b>		
Fees	\$	9,695.81
Mileage	\$	4,398.24
Miscellaneous to Treasurer	\$	14,842.72
GTSB	\$	-
Board/Care Prisoners	\$	-
Work Release & Prisoner Reimb.	\$	4,285.01
C/W Permits County	\$	6,380.00
Purchase Permits	\$	200.00
DARE Trust Fund	\$	-
DARE Reimbursement	\$	-
Miscellaneous	\$	2,193.26
SOR-Sex Offender Registry	\$	75.00
Prisoner's Phone Refund	\$	1,377.30
K-9	\$	-
In House Detention	\$	-
City-Law-Enforcement	\$	-
Drug Task Force Reimbursement	\$	-
Tobacco Compliance Checks	\$	-
Forfeiture Money	\$	-
Concessions/Commissary	\$	-
Overtime Pay Reimb (Speedway)	\$	-
Overpayments of \$5 or less	\$	9.15
Donations - Reserve-Deputy	\$	-
Inmate Medical Reimbursement	\$	323.00
Miscellaneous Trusts	\$	10,738.47
C/W Permits to State DPS	\$	1,595.00
Condemnations	\$	-
Sheriff's Sales	\$	-
Receipts for the Month-TOTAL	\$	41,270.24

<b>DISBURSEMENTS:</b>	
County Treasurer Receipts	\$ 28,936.77
Clerks of Court	\$ 3,200.00
Garnished Funds (other)	\$ -
C/W Permits to IDPS	\$ 1,595.00
Miscellaneous Trusts	\$ 1,332.28
Sheriff's Sale	\$ -
MT Disbursed	\$ 8,635.19
Unclaimed fees to Treasurer	\$ -
Disbursements for the Month-TOTAL	\$ 43,699.24

Beginning balance	\$ 10,876.75
Receipts for the month	\$ 41,175.65
Disbursements for the month	\$ 43,699.24
Ending balance for the month	\$ 8,353.16

RECEIPTS GRAND TOTAL \$ 332,357.80

DISBURSEMENTS GRAND TOTAL \$ 338,643.83



JASPER COUNTY SHERIFF'S  
REPORT OF RECEIPTS AND DISBURSEMENTS  
For the Quarter Ending

ITEM #5b  
June 21, 2016 Agenda

March 31, 2016  
JAN-FEB-MAR

**RECEIPTS:**

Fees	\$ 30,053.64
Mileage	\$ 16,185.54
Miscellaneous to Treasurer	\$ 55,263.82
GTSB	\$ -
Board/Care Prisoners	\$ -
Work Release & Prisoner Reimb	\$ 9,092.85
C/W Permits County	\$ 30,140.00
Purchase Permits	\$ 660.00
DARE Trust Fund	\$ -
DARE Reimbursement	\$ -
Miscellaneous	\$ 8,942.50
Sex Offender Registry	\$ 180.00
Prisoner's Phone	\$ 3,703.09
K-9	\$ -
In House Detention	\$ -
City Law Enforcement	\$ -
Drug Task Force Reimbursement	\$ -
Tobacco Compliance Checks	\$ -
Forfeiture Money	\$ 2,174.80
Concessions/Comm	\$ -
OT Pay Reim Speedway	\$ -
Overpayment-\$5 or less	\$ 53.58
Donations - Reserve Deputy	\$ -
Inmate Medical Reimbursement	\$ 317.00
Miscellaneous Trusts	\$ 81,959.82
C/W Permits to State IDPS	\$ 7,535.00
Condemnations	\$ -
Sheriff's Sale	\$ 112,863.50

RECEIPTS TOTAL \$ 303,861.32

BALANCE ON HAND  
BEGINNING OF QUARTER \$ 8,353.16

Total Receipts \$ 303,861.32  
Total Disbursements \$ 305,253.96

BALANCE ON HAND END  
OF QUARTER \$ 6,960.52

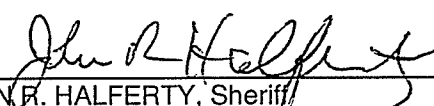
**DISBURSEMENTS:**

County Treasurer Receipts	\$ 101,503.00
Clerks of Court	\$ 25,400.00
Garnished Funds (other)	\$ -
C/W Permits to IDPS	\$ 7,535.00
Miscellaneous Trusts	\$ 5,838.01
Sheriff's Sale	\$ 112,863.50
MT Disbursed	\$ 52,114.45
Unclaimed fees to Treasurer	\$ -

DISBURSEMENTS TOTAL \$ 305,253.96

I, the undersigned, do hereby certify that the report given above is a correct report of fees and expenses charged, and of collections and disbursements by me as Sheriff during the specified period.

Dated this 31<sup>st</sup> day of March, 2016.

  
\_\_\_\_\_  
JOHN R. HALFERTY, Sheriff  
Jasper County, Iowa

prepared by Opelie P. Dodds  
submitted to Auditor  
6-17-16.

-continued-

JANUARY 2016																	
Beginning Balance Carried Forward: \$ 8,353.16																	
<b>RECEIPTS:</b>																	
Fees	\$	9,302.46															
Mileage	\$	5,164.57															
Miscellaneous to Treasurer	\$	19,934.16															
<b>DISBURSEMENTS:</b>																	
County Treasurer Receipts	\$	34,401.19															
Clerks of Court	\$	11,600.00															
Garnished Funds (other)	\$	-															
C/W Permits to IDPS	\$	2,485.00															
Miscellaneous Trusts	\$	1,929.54															
Sheriff's Sale	\$	-															
MT Disbursed	\$	9,584.73															
Unclaimed fees to Treasurer	\$	-															
Disbursements for the Month-TOTAL	\$	60,000.46															
<table border="0"> <tr> <td>Beginning balance</td> <td>\$</td> <td>8,353.16</td> </tr> <tr> <td>Receipts for the month</td> <td>\$</td> <td>62,286.50</td> </tr> <tr> <td>Disbursements for the month</td> <td>\$</td> <td>60,000.46</td> </tr> <tr> <td>Ending balance for the month</td> <td>\$</td> <td>10,639.20</td> </tr> </table>			Beginning balance	\$	8,353.16	Receipts for the month	\$	62,286.50	Disbursements for the month	\$	60,000.46	Ending balance for the month	\$	10,639.20			
Beginning balance	\$	8,353.16															
Receipts for the month	\$	62,286.50															
Disbursements for the month	\$	60,000.46															
Ending balance for the month	\$	10,639.20															
<table border="0"> <tr> <td>Miscellaneous Trusts</td> <td>\$</td> <td>25,400.31</td> </tr> <tr> <td>C/W Permits to State DPS</td> <td>\$</td> <td>2,485.00</td> </tr> <tr> <td>Condemnations</td> <td>\$</td> <td>-</td> </tr> <tr> <td>Sheriff's Sales</td> <td>\$</td> <td>-</td> </tr> <tr> <td>Receipts for the Month-TOTAL</td> <td>\$</td> <td>62,286.50</td> </tr> </table>			Miscellaneous Trusts	\$	25,400.31	C/W Permits to State DPS	\$	2,485.00	Condemnations	\$	-	Sheriff's Sales	\$	-	Receipts for the Month-TOTAL	\$	62,286.50
Miscellaneous Trusts	\$	25,400.31															
C/W Permits to State DPS	\$	2,485.00															
Condemnations	\$	-															
Sheriff's Sales	\$	-															
Receipts for the Month-TOTAL	\$	62,286.50															

FEBRUARY 2016																	
Beginning Balance Carried Forward: \$ 10,639.20																	
<b>RECEIPTS:</b>																	
Fees	\$	10,525.69															
Mileage	\$	5,621.54															
Miscellaneous to Treasurer	\$	17,982.58															
<b>DISBURSEMENTS:</b>																	
County Treasurer Receipts	\$	34,129.81															
Clerks of Court	\$	10,200.00															
Garnished Funds (other)	\$	-															
C/W Permits to IDPS	\$	2,635.00															
Miscellaneous Trusts	\$	2,126.05															
Sheriff's Sale	\$	-															
MT Disbursed	\$	30,058.39															
Unclaimed fees to Treasurer	\$	-															
Disbursements for the Month-TOTAL	\$	79,149.25															
<table border="0"> <tr> <td>Beginning balance</td> <td>\$</td> <td>10,639.20</td> </tr> <tr> <td>Receipts for the month</td> <td>\$</td> <td>78,809.12</td> </tr> <tr> <td>Disbursements for the month</td> <td>\$</td> <td>79,149.25</td> </tr> <tr> <td>Ending balance for the month</td> <td>\$</td> <td>10,299.07</td> </tr> </table>			Beginning balance	\$	10,639.20	Receipts for the month	\$	78,809.12	Disbursements for the month	\$	79,149.25	Ending balance for the month	\$	10,299.07			
Beginning balance	\$	10,639.20															
Receipts for the month	\$	78,809.12															
Disbursements for the month	\$	79,149.25															
Ending balance for the month	\$	10,299.07															
<table border="0"> <tr> <td>Miscellaneous Trusts</td> <td>\$</td> <td>42,044.31</td> </tr> <tr> <td>C/W Permits to State DPS</td> <td>\$</td> <td>2,635.00</td> </tr> <tr> <td>Condemnations</td> <td>\$</td> <td>-</td> </tr> <tr> <td>Sheriff's Sales</td> <td>\$</td> <td>-</td> </tr> <tr> <td>Receipts for the Month-TOTAL</td> <td>\$</td> <td>78,809.12</td> </tr> </table>			Miscellaneous Trusts	\$	42,044.31	C/W Permits to State DPS	\$	2,635.00	Condemnations	\$	-	Sheriff's Sales	\$	-	Receipts for the Month-TOTAL	\$	78,809.12
Miscellaneous Trusts	\$	42,044.31															
C/W Permits to State DPS	\$	2,635.00															
Condemnations	\$	-															
Sheriff's Sales	\$	-															
Receipts for the Month-TOTAL	\$	78,809.12															

MARCH 2016																	
Beginning Balance Carried Forward: \$ 10,299.07																	
<b>RECEIPTS:</b>																	
Fees	\$	10,225.49															
Mileage	\$	5,399.43															
Miscellaneous to Treasurer	\$	17,347.08															
<b>DISBURSEMENTS:</b>																	
County Treasurer Receipts	\$	32,972.00															
Clerks of Court	\$	3,600.00															
Garnished Funds (other)	\$	-															
C/W Permits to IDPS	\$	2,415.00															
Miscellaneous Trusts	\$	1,782.42															
Sheriff's Sale	\$	112,863.50															
MT Disbursed	\$	12,471.33															
Unclaimed fees to Treasurer	\$	-															
Disbursements for the Month-TOTAL	\$	166,104.25															
<table border="0"> <tr> <td>Beginning balance</td> <td>\$</td> <td>10,299.07</td> </tr> <tr> <td>Receipts for the month</td> <td>\$</td> <td>162,765.70</td> </tr> <tr> <td>Disbursements for the month</td> <td>\$</td> <td>166,104.25</td> </tr> <tr> <td>Ending balance for the month</td> <td>\$</td> <td>6,960.52</td> </tr> </table>			Beginning balance	\$	10,299.07	Receipts for the month	\$	162,765.70	Disbursements for the month	\$	166,104.25	Ending balance for the month	\$	6,960.52			
Beginning balance	\$	10,299.07															
Receipts for the month	\$	162,765.70															
Disbursements for the month	\$	166,104.25															
Ending balance for the month	\$	6,960.52															
<table border="0"> <tr> <td>Miscellaneous Trusts</td> <td>\$</td> <td>14,515.20</td> </tr> <tr> <td>C/W Permits to State DPS</td> <td>\$</td> <td>2,415.00</td> </tr> <tr> <td>Condemnations</td> <td>\$</td> <td>-</td> </tr> <tr> <td>Sheriff's Sales</td> <td>\$</td> <td>112,863.50</td> </tr> <tr> <td>Receipts for the Month-TOTAL</td> <td>\$</td> <td>162,765.70</td> </tr> </table>			Miscellaneous Trusts	\$	14,515.20	C/W Permits to State DPS	\$	2,415.00	Condemnations	\$	-	Sheriff's Sales	\$	112,863.50	Receipts for the Month-TOTAL	\$	162,765.70
Miscellaneous Trusts	\$	14,515.20															
C/W Permits to State DPS	\$	2,415.00															
Condemnations	\$	-															
Sheriff's Sales	\$	112,863.50															
Receipts for the Month-TOTAL	\$	162,765.70															

RECEIPTS GRAND TOTAL \$ 303,861.32

DISBURSEMENTS GRAND TOTAL \$ 305,253.96



## LEASE - BUSINESS PROPERTY - SHORT FORM

THIS LEASE, made and entered into on \_\_\_\_\_, by and between  
Jasper County, Iowa ("Landlord"),  
whose address, for the purpose of this lease, is 101 First St. North, Newton, IA, 50208  
\_\_\_\_\_, and Heart of Iowa Regional Transit Agency (HIRTA)  
\_\_\_\_\_, ("Tenant"), whose address for the purpose of this lease is 2824 104th  
St., Urbandale, IA, 50322.

The parties agree as follows:

- 1. PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in  
Jasper County, Iowa: Two small offices containing approximately 230 square feet plus  
non-exclusive use of approximately 160 square feet of adjacent common areas located in the  
South-Southwest portion of the structure presently situated upon the property locally known as  
2401 First Avenue East in Newton, Iowa, together with exclusive use of a small portion of the  
outside adjacent parking area sufficient for placement by Tenant of a small (removable) storage  
building to be placed by Tenant at Tenant's sole expense in a location suitable to both Landlord and  
Tenant,  
together with all improvements thereon, and all rights, easements and appurtenances thereto  
belonging, for a term beginning on July 1, 2016, and ending on June 30, 2017,  
upon the condition that Tenant performs as provided in this lease
- 2. RENT.** Tenant agrees to pay Landlord as rent \$ 487.00 per month, in advance  
commencing on July 1, 2016, and on the 1st, day of each month thereafter, during the  
term of this lease. Rent for any partial month shall be prorated as additional rent. Tenant shall also  
pay:

All sums shall be paid at the address of Landlord, or at such other place as Landlord may  
designate in writing. Delinquent payments shall draw interest at 18 % per annum.

- 3. POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term, and  
shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE  
UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL  
BE A PRO RATA ABATEMENT OF RENT.
- 4. USE.** Tenant shall use the premises only for nonprofit public transportation purposes for  
benefit of Jasper County residents and citizens.
- 5. CARE AND MAINTENANCE.**
  - (a) Tenant takes the premises as is, except as herein provided.
  - (b) Landlord shall keep the following in good repair: (strike inapplicable words) (roof) (exterior  
walls) (foundation) (sewer) (plumbing) (heating) (wiring) (air conditioning) (plate glass) (windows  
and window glass) (parking area) (driveways) (sidewalks) (exterior decorating) (~~interior  
decorating~~)

Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to  
do so within a reasonable time after written notice from Tenant.

(c) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable  
condition, and except for the repairs and replacements provided to be made by Landlord in

subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Unless otherwise provided, and if the premises include the ground floor, Tenant agrees to remove all snow and ice and other obstructions from the sidewalk on or abutting the premises.

6. **UTILITIES AND SERVICES.** Tenant shall pay for all utilities and services which may be used on the premises., except the following to be furnished by Landlord: See Addendum 1

Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

7. **SURRENDER.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this 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. **INSURANCE.**
- A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
- B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured.
10. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.
11. **INDEMNITY** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.
12. **DAMAGE.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within 20 days after such notice; and both parties shall thereafter be released from all future obligations hereunder.
13. **MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

#### 14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

##### EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

##### NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

##### REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

15. **SIGNS.** Landlord, during the last 90 days of this lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" sign. Tenant will permit prospective tenants or buyers to enter and examine the premises.
16. **NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.
17. **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.
18. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this

transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

**19. ADDITIONAL PROVISIONS.**

\_\_\_\_\_  
Dennis Stevenson Jasper County, Iowa, LANDLORD

\_\_\_\_\_  
Heart of Iowa Regional Transit Agency (HIRTA), TENANT

Attest:

\_\_\_\_\_  
Dennis Parrott, Jasper County Auditor

# Addendum

## Addendum 1

heat, water, electricity, air conditioning, normal trash removal, sewer, cleaning services for common areas, and snow removal

Amanda Richtsmeier  
4620 Hwy F 36 W  
Newton IA 50208

# FIREWORKS PERMIT

I, Amanda Richtsmeier, do request a fireworks

permit for the following date July 2, 2016,

at the following address Sugar Grove  
1602 Granger Ave, Newton

Name of Event Wedding of + Amanda Richtsmeier  
Collin Reynolds

The following person will have possession of and will  
discharge the fireworks

Aaron Gunsaulus  
(Name of person discharging fireworks)

\*\*\*\*\*

Approved by Jasper County Board of Supervisors

DEAN R. FAYHOLT  
JASPER COUNTY AUDITOR

2016 JUN 10 PM 2:41

FILED

\_\_\_\_\_  
(Signature-Board Chairperson)

\_\_\_\_\_  
(Date)



## INDEMNIFICATION AGREEMENT

That Amanda Richtsmeier for and in consideration of the issuance by the Jasper County Board of Supervisors of a fireworks permit for the following event Reynold/ Richtsmeier wedding to be held on the following date July 2, 2016,

does hereby agree to hold harmless and indemnify Jasper County, its Officers, agents and employees from all manner of actions and causes of actions, claims and demands of every kind and nature whatsoever which may arise as a result of the

applicant Amanda Richtsmeier possessing and using fireworks for the following event Reynold/ Richtsmeier wedding, on the following date July 2, 2016,

Address 6602 Ginger Ave

City and State Newton, IA

e-mail address dajrnick@gmail.com

Signature Amanda Richtsmeier

Date of Application 6/14/16

# FIREWORKS PERMIT

I, Amanda Taylor, do request a fireworks

permit for the following date July 2nd,

at the following address 8040 Hwy 14 North, Newton

Name of Event 2016 4th of July Bash

The following person will have possession of and will discharge the fireworks

2016 JUN 14 PM 1:10  
DENNIS K. FARRO  
JASPER COUNTY AUDITOR

Mike Wearman  
(Name of person discharging fireworks)

\*\*\*\*\*

Approved by Jasper County Board of Supervisors

\_\_\_\_\_  
(Signature-Board Chairperson)

\_\_\_\_\_  
(Date)

## INDEMNIFICATION AGREEMENT

That Amanda Taylor for and in consideration of the issuance by the Jasper County Board of Supervisors of a fireworks permit for the following event 2016 4th of July Bash to be held on the following date July 2nd,

does hereby agree to hold harmless and indemnify Jasper County, its Officers, agents and employees from all manner of actions and causes of actions, claims and demands of every kind and nature whatsoever which may arise as a result of the

applicant Amanda Taylor possessing and using fireworks for the following event 2016 4th of July Bash on the following date July 2nd,

Address 8141 NW 14 N

City and State Newton IA 50208

e-mail address Amanda.Taylor@Kehbinc.com

Signature Amanda Taylor

Date of Application 6/14/16

# FIREWORKS PERMIT

I, Connie De Greef, do request a fireworks permit for the following date July 2<sup>nd</sup> 2016, at the following address 2847 E 68 St S.

Name of Event Family Picnic

The following person will have possession of and will discharge the fireworks

Connie DeGreef  
(Name of person discharging fireworks)

\*\*\*\*\*

Approved by Jasper County Board of Supervisors

\_\_\_\_\_  
(Signature-Board Chairperson)

\_\_\_\_\_  
(Date)

2016 JUN 16 AM 10:56  
JASPER COUNTY AUDITOR

# INDEMNIFICATION AGREEMENT

That Connie DeGreef for and in consideration of the issuance by the Jasper County Board of Supervisors of a fireworks permit for the following event Family Picnic, to be held on the following date July 2<sup>nd</sup> 2016,

does hereby agree to hold harmless and indemnify Jasper County, its Officers, agents and employees from all manner of actions and causes of actions, claims and demands of every kind and nature whatsoever which may arise as a result of the

applicant Connie DeGreef possessing and using fireworks

for the following event Family Picnic,

on the following date July 2<sup>nd</sup> 2016 (Round date 7-3-16)

Address 2847 E 68 St S.

City and State Newton, IA 50208

e-mail address conniejo@iowatelecom.net

Signature Connie DeGreef

Date of Application 6-16-16

# FIREWORKS PERMIT

I, Sharon Atwood, do request a fireworks permit for the following date July 2<sup>nd</sup>, 3<sup>rd</sup>, 8<sup>th</sup> or 9<sup>th</sup>, 2016 at the following address 6591 W 36<sup>th</sup> St N, Baxter, IA

2016 JUN 17 AM 10:33  
DENNIS K. HANCOCK  
JASPER COUNTY AUCTIONEER

Name of Event Atwood Family Picnic

The following person will have possession of and will discharge the fireworks

Damon Madole  
(Name of person discharging fireworks)

\*\*\*\*\*

Approved by Jasper County Board of Supervisors

\_\_\_\_\_  
(Signature-Board Chairperson)

\_\_\_\_\_  
(Date)

# INDEMNIFICATION AGREEMENT

That \_\_\_\_\_ for and in consideration of the issuance by the Jasper County Board of Supervisors of a

fireworks permit for the following event Atwood Family Picnic

to be held on the following date July 2nd, 3rd, 8th or 9th,

does hereby agree to hold harmless and indemnify Jasper County, its Officers, agents and employees from all manner of actions and causes of actions, claims and demands of every kind and nature whatsoever which may arise as a result of the

applicant Sharon Atwood possessing and using fireworks

for the following event Atwood Family Picnic,

on the following date July 2nd, 3rd, 8th or 9th,

Address 6591 W 36<sup>th</sup> St N

City and State Baxter, IA 50028

e-mail address ssatwood@live.com

Signature Sharon Atwood

Date of Application 6-16-2016

June 14, 2016

Tuesday, June 14, 2016 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Carpenter, Brock & Stevenson present and accounted for; Chairman Stevenson presiding.

County Attorney, Mike Jacobsen, reported to the Board that his office is moving toward the implementation of a collection system for outstanding court debt. Jacobsen says that the County would receive 28% of the first \$100,000 collected and 33% on collections above the first \$100,000. Jacobsen cited success that Muscatine County is having with the same program. Muscatine County, a county roughly the size of Jasper County collects about \$400,000 per year. Jacobsen would need to hire a person to concentrate solely on collections. Collection would center on victim restitution and court debt.

Motion by Stevenson, seconded by Brock instructing the County Attorney to move forward with the project and approving the creation of a position for the County Attorney's Office to do debt collections.

YEA: CARPENTER, BROCK, STEVENSON

Information Systems Director, Celia Robertson, requested approval from the Board to hire an IT Technician for the department. Unlike counties the size of Jasper County, who employ on average of 3 – 5 IT employees, Jasper County has been limited to 2 employees even though the work load for the department has grown exponentially. The new technician would be the first contact for all IT help desk needs.

Motion by Brock, seconded by Carpenter, to approve the hiring of an additional person for the IT department.

YEA: CARPENTER, BROCK, STEVENSON

Assistant Engineer, Pam Olson, brought to the Supervisors an agreement regarding underground mining activity on road right of way and a resolution dealing with embargoed bridges.

Motion by Carpenter, seconded by Brock to approve an agreement between Jasper County and Martin Marietta Materials Inc. regarding underground mining activity within the County road right-of way at the Sully mine.

YEA: BROCK, CARPENTER, STEVENSON

Motion by Brock, seconded by Carpenter to adopt Resolution 16-44 a bridge embargo to prohibit the usage and impose limitations as to weight on various Jasper County bridges.

YEA: CARPENTER, BROCK, STEVENSON

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Auditor Dennis Parrott and Deputy Auditor Tina Mulgrew reviewed the 2016 Primary Election. It was pointed out that Jasper County was the only county in the State of Iowa to modern in election results. All results were in and transmitted to the Secretary of State by 9:20 p.m. on election night. The two thanked the Supervisors for their financial support, the IT Department for its technical services and the Sheriff's Office and Maintenance Department for their roles in helping Jasper County to lead the way and make the election



a successful one. Mulgrew singled out the Auditor's Office staff, Jill Ingraham, Jessie Lindeman, Susan Young, Jenna Jennings and Deputy Auditors Melissa Hartgers and Teresa Arrowood, for their outstanding contributions.

Motion by Brock, seconded by Carpenter to approve the Recorder's monthly report of fees collected for the period beginning May 1, 2016 and ending May 31, 2016.

YEA: CARPENTER, BROCK, STEVENSON

Motion by Carpenter, seconded by Brock, to approve a liquor license for Baxter Fun Days.

YEA: BROCK, CARPENTER, STEVENSON

Motion by Brock, seconded by Carpenter to approve the following fireworks permits:

Gary Adams 7/3 – 7/4/2016

Lance Bennett 7/4 – 7/8/2016

Dale Fricke 7/2 w/rain date 7/9/2016

Dennis Hammer Jr. 7/2/2016

Dennis Reid Jr 7/3/2016

Justin Smith Baxter Funs Days 7/7 w/rain date 7/9/2016

Cory Wade 7/29 – 7/30 rain date 8/6/2016

YEA: CARPENTER, BROCK, STEVENSON

Motion by Brock, seconded by Carpenter to approve the Board of Supervisors minutes for 06/07/2016.

YEA: CARPENTER, BROCK, STEVENSON

There were no Board appointments.

Motion by Carpenter, seconded by Brock to adjourn the June 14, 2016 meeting of the Jasper County Board of Supervisors.

YEA: BROCK, CARPENTER, STEVENSON

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Dennis K. Parrott, Auditor

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Denny Stevenson, Chairman