

Jasper County, Iowa

Joe Brock

Denny Carpenter

Doug Cupples



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

May 2, 2017

9:30 a.m.

Pledge of Allegiance

- Item 1 **CICS – Jody Eaton**
 - a) Proclamation Mental Health Month May 2017
 - b) CICS Update

- Item 2 **Conservation – Keri Van Zante**
 - a) Mariposa Lake Restoration Project

- Item 3 **Sheriff – John Halferty**
 - a) 28E Agreement Providing For Use of Outside Law Enforcement Agencies

- Item 4 **Engineer – Russ Stutt**
 - a) Salt Bids

- Item 5 **Public Health – Brenda Steenhoek**
 - a) Courthouse Lawn – Friday, June 9, 2017

- Item 6 **Jasper County Annex Building**

- Item 7 **Iowa Traffic Incident Management Training Center**

- Item 8 **Approval of Board of Supervisors minutes for 4/25/17**

- Item 9 **Board Appointments**

PUBLIC INPUT & COMMENTS

PROCLAMATION

JASPER COUNTY

Mental Health Month May 2017

- WHEREAS** mental health is essential to everyone's overall health and well-being; and
- WHEREAS** mental illnesses are real and prevalent in our nation, and half of us will have a mental health diagnosis at some point in our lives;
- WHEREAS** all Americans experience times of difficulty and stress in their lives, and should feel comfortable in seeking help and support to manage these times; and
- WHEREAS** engaging in prevention, early identification, and early intervention are effective ways to reduce the burden of mental illnesses as they reduce the burden of other chronic conditions; and
- WHEREAS** there is a strong body of research that identifies behavioral risks and supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being; and
- WHEREAS** with effective treatment, all individuals with mental illness- even serious mental illnesses- can make progress toward recovery and lead full, productive lives; and are real and prevalent in our nation; and
- WHEREAS** jails and prisons have often become the default places of custodial care for even nonviolent people with mental illnesses; and
- WHEREAS** each business, school, government agency, healthcare provider, organization and citizen has a responsibility to promote mental health and wellbeing for all.

THEREFORE I Joe Brock, do hereby proclaim May 2017 as Mental Health Month in Jasper County, Iowa. As the Board Chair of Jasper County Board of Supervisors, I also call upon the citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental illnesses at all stages.

Joe Brock, Chairman
Jasper County Board of Supervisors

Attest: _____
Dennis Pairrott
Jasper County Auditor

28E AGREEMENT PROVIDING FOR USE OF OUTSIDE LAW ENFORCEMENT AGENCIES

WHEREAS, The City of Newton, Iowa (“City”) has a continuing need to provide law enforcement to, in and around the Iowa Speedway located at 3333 Rusty Wallace Drive, Newton, Iowa 50208 and is not always able to obtain enough volunteer officers to provide law enforcement services during events, concerts, races and rallies held at the Iowa Speedway solely through the City Police Department;

WHEREAS, the Municipal Corporations and law enforcement departments of said Municipal Corporations are willing and able to provide voluntary law enforcement services during certain events, concerts, races and rallies held at the Iowa Speedway upon request by the City Police Department; and

WHEREAS, the City and Municipal Corporations desire an Agreement for the use of Municipal Corporation law enforcement agencies in addition to the City Police Department at the Iowa Speedway during events, concerts, races and rallies; and

WHEREAS, pursuant to Iowa Code Chapter 28E, the Municipal Corporations are authorized to contract with each other to perform any governmental service, activity or undertaking which any of them is authorized by law to perform; and

WHEREAS, each Municipal Corporation has reviewed the following terms.

NOW THEREFORE, the Municipal Corporations do hereby agree and contract the purposes, powers, rights, objectives and responsibilities of this joint agreement to be as follows:

PART I: JOINT EXERCISE OF POWERS

1. Purpose. The Municipal Corporations agree that the purpose of this Agreement is for the joint provision of law enforcement services to the Iowa Speedway during events, concerts, races and rallies held at the Iowa Speedway.
2. Term. This Agreement shall be effective upon its execution by all Municipal Corporations and it shall remain in effect until December 31, 2017, and shall renew in one-year terms thereafter unless dissolved in accordance with paragraph 11.
3. Administrators. The Police Chiefs/Sheriffs of participating Municipal Corporations, or their respective designees, shall be the Administrators of this Agreement.
4. Additional Municipal Corporations. The City shall have the power, within its sole discretion, to add additional Municipal Corporations as parties to this Agreement. Any such addition shall be executed in writing by both the City and the additional Municipal Corporation.

PART II: TERMS AND CONDITIONS

5. City of Newton, Iowa.

a. For any event, concert, race or rally held at the Iowa Speedway, the City may request the law enforcement departments of the Municipal Corporations provide one or more of the following services: security, crowd control, traffic control, enforcement of State law or Local ordinance, other law enforcement services as needed in connection with such events, concerts, races or rallies. The number of hours of service requested or provided or the number of law enforcement officers or deputies requested or provided may be increased or decreased from time to time at the sole discretion of the City.

b. The City will first request assistance from the law enforcement officers employed by the City, the request will then be presented to the Jasper County Sheriff's Office and Iowa State Patrol respectively. If positions remain open, the City shall present the request to those Municipal Corporations within Jasper County, in no specific order. Finally, any remaining positions shall be requested/offered to those Municipal Corporations outside of Jasper County, again in no specific order.

c. The City may request such assistance on an event by event basis and the City shall compensate the respective Municipal Corporations at a rate of Thirty-five dollars (\$35.00) an hour per authorized law enforcement officer. All compensation payments shall be made by the City within thirty (30) days of receipt of an invoice from the respective Municipal Corporation.

6. Municipal Corporations.

a. The Municipal Corporations agree that, upon request from City, they shall have the opportunity to accept or deny the City's request in order to meet the staffing needs of their respective police departments.

b. The law enforcement personnel provided by the Municipal Corporations as contemplated under this Agreement shall at all times be acting in his or her capacity as an employee of his or her Municipal Corporation and not as an employee of the City or the Iowa Speedway. As such, each Municipal Corporation shall be solely responsible for all employment-related expenses and costs, such as the workers' compensation coverage, Statewide Municipal Police and Fire Retirement System of Iowa applicability, ICAP or other liability insurance coverage, as well as withholding and payment of applicable payroll taxes related to compensation of Community Police personnel for their services under this Agreement.

c. It shall be the responsibility of each Municipal Corporation to pay for repairs and maintenance of cars and other police equipment used by its own employees while assisting the City under the terms of this Agreement.

d. All invoices for compensation for the use of Municipal Corporation law enforcement personnel shall be submitted to the Newton Police Department, 101 West 4th St. South, Newton, Iowa 50208; no later than fifteen (15) days after each event, concert, race or rally. If the invoices are not submitted timely, the City will not be liable for reimbursement or compensation.

7. Authority. When Municipal Corporations law enforcement personnel assist the City under this Agreement, command responsibility of the law enforcement activity shall be the responsibility of the City and that command law enforcement officer of the City shall organize and direct the activities of the Municipal Corporations law enforcement personnel and the City law enforcement personnel. The Municipal Corporation law enforcement personnel authorized to provide assistance to the City under the terms of this Agreement shall have the same powers and authority as the members of the City law enforcement personnel. The City and Municipal Corporation law enforcement personnel shall retain discretion at all times to determine whether or not it is appropriate to file charges of any type. Any charges shall be filed under State law or the Newton Code of Ordinances.

PART III: LIABILITY

8. Mutual Hold Harmless Provisions. (For the purposes of this section, Municipal Corporation shall be defined to include the City of Newton, as well as each Municipal Corporations' elected officials, officers, agents and employees.)

a. Each participating Municipal Corporation, agrees to indemnify, defend, and hold harmless all other Municipal Corporations participating in this Agreement, from and against any and all claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees and against all liability for damage to property and injuries to persons, including death resulting therefrom, directly or indirectly, as a result or consequence of any act, omission, fault or negligence of the participating Municipal Corporation. Each Municipal Corporation waives all claims against all other Municipal Corporations participating in this Agreement for compensation for personal injury or death to its personnel occurring as a consequence of participation and performance in the activities of the training. Further, each participating Municipal Corporation shall indemnify, save, defend and hold harmless all other participating Municipal Corporations against any and all claims, suits and actions, including court costs and attorney fees, brought by or against a Municipal Corporation occurring as a consequence of or arising out of the participation and performance in the activities under this Agreement.

b. Each Municipal Corporation shall remain responsible for its own liabilities, damages, charges and expenses and no liability shall transfer to any other participating Municipal Corporation.

PART IV: MISCELLANEOUS

9. Notices. Except as otherwise specified, all notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement shall be given in writing and mailed by certified mail, return receipt requested, addressed as follows:

City of Newton	Rob Burdess Chief of Police Newton Police Department 101 West 4th St. South Newton, Iowa 50208
City of Baxter	Rick Nichols Chief of Police 100 E State St., PO BOX 911 Baxter, Iowa 50028
City of Colfax	Andy Summy Chief of Police 15 E Howard Colfax, Iowa 50054
City of Monroe	Nick Chambers 107 N Monroe St Monroe, Iowa 50170
City of Prairie City	Joe Bartello Chief of Police 203 E. Jefferson Street P.O. Box 607 Prairie City, Iowa 50228
City of Marshalltown	Mike Tupper Chief of Police 22 N Center St. Marshalltown, IA 50158
Jasper Co. Sheriff's Office	John Halferty Sheriff Jasper County Law Enforcement Center 2300 Law Center Drive Newton, Iowa 50208

All notices shall be deemed given on the day of mailing. Any party to this Agreement may change its address for the receipt of Notices at any time by giving notice thereof to the other as herein provided. Any notice given by a party must be signed by an authorized representative of such party.

10. Amendment. This Agreement may not be amended, modified, or canceled except by a written agreement executed by the City and all Municipal Corporations, except by a withdrawal provided for in paragraph 11.

11. Termination. The City or any Municipal Corporation may terminate participation in this Agreement, with or without cause, by giving a ninety (90) day written notice to all other parties to this Agreement. Upon withdrawing from this Agreement, the withdrawing party shall forfeit any outstanding rights or claims under the Agreement.

12. Invalidity or Unenforceability. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be judicially determined to be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. Remedies and Governing Law. The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity. This Agreement and all action arising hereunder shall be governed by, subject to and construed according to the laws of the State of Iowa. The parties agree that service of process at the address and in the manner specified above will be sufficient to put a party on notice and hereby waive any and all claims relative to such notice. Any and all claims shall be brought in the District Court in and for Jasper County, Iowa.

14. Captions. The headings used in this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of this Agreement or in any manner affect the same.

15. Contract Language. Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.

16. Entire Agreement. This Agreement including all exhibits attached hereto and incorporated herein by reference, contains the entire agreement between the City and Municipal Corporations. It is agreed that none of the parties, nor their representatives, have made any representations except those expressly set forth herein. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

IN WITNESS WHEREOF, the Cities hereto have caused this Agreement to be executed by their proper officers, duly authorized therefore.

Newton, Iowa

By: _____
Michael L. Hansen, Mayor

Date: _____

Baxter, Iowa

By: _____
Stephen Smith , Mayor

Date: _____

Colfax, Iowa

By: _____
David Mast , Mayor

Date: _____

Monroe, Iowa

By: _____
Doug Duinink, Mayor

Date: _____

Prairie City, Iowa

By: _____
Chad Alleger, Mayor

Date: _____

Marshalltown, Iowa

By: _____
James Lowrance, Mayor

Date: _____

Jasper County Sheriff's Office

By: _____
John Halferty, Sheriff

Date: _____

R. B. JONES OF IOWA INC.

2017-2018 Salt Bids

PROJECT

LOCATION

OWNER

5-2-17

DATE OF BID OPENING

ITEM NO.

QUANTITY - DESCRIPTION

Price per ton

Central Salt
BIDDERS

73.73

Independent Salt

76.05

Hutchinson Salt

80.21

Cargill Inc

85.35

Compass Minerals

87.51

Jasper County Engineer

910 N 11th Ave E
Newton IA 50208
641-792-6862

April 17, 2017

Hutchinson Salt Co.
Attn: Marilyn Taber
136 W 12th St
Baxter Springs KS 66713

Independent Salt
Attn: Steve Olson
PO Box 38
Kanopolis KS 67454

Compass Minerals
Attn: Lisa Moynihan
990 W 109th St
Overland Park KS 66210

Cargill Inc
Attn: George Varga
Salt Division
24950 Country Club Blvd
North Olmstead OH 44070

Central Salt LLC
Attn: Lori Young
1420 State Road 14
Lyons KS 67554

Dear Sir or Madam:

Jasper County is taking bids for the purchase of rock salt for the 2017-2018 winter seasons, bid price to extend through the months of September 2017 to May 2018. The average quantity of rock salt to be purchased during these winter months will be 1500 tons. The 1500 tons will be supplied throughout the course of the 2017, 2018 winter season, as needed by Jasper County. Purchase price to include delivery to the Jasper County Shop in Newton, Iowa. The supplier will be able to respond to a request for rock salt within a 14 day period. Please submit bid by April 26, 2017, you may fax your bid to 641-791-7740. Bids will be reviewed on May 2, 2017 by the Board of Supervisors. Thank you.

Bid price per ton: \$ 73.73

Sincerely,

Russell A. Stutt, P.E.
Jasper County Engineer

Central Salt, LLC
385 Airport Road, Suite 108
Elgin, IL 60123
620-257-5626 Ext 203
620-257-5052 Fax


Lori Young, Customer Service Supervisor 4/24/17

Jasper County Engineer

910 N 11th Ave E
Newton IA 50208
641-792-5862

April 17, 2017

Hutchinson Salt Co.
Attn: Marilyn Taber
136 W 12th St
Baxter Springs KS 66713

Independent Salt
Attn: Steve Olson
PO Box 36
Kanopolis KS 67454

Compass Minerals
Attn: Lisa Moynihan
990 W 109th St
Overland Park KS 66210

Cargill Inc
Attn: George Varga
Salt Division
24950 Country Club Blvd
North Olmstead OH 44070

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Attn: Lori Young
1420 State Road 14
Lyons KS 67554

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Bid price per ton: \$76.05

Sincerely,

04/19/2017
Independent Salt Company
P. O. Box 36
Kanopolis, Kansas 67454

Russell A. Stutt, P.E.
Jasper County Engineer



S. K. Olson, VP-Distribution

Jasper County Engineer

810 N 11th Ave E
Newton IA 50208
641-792-5862

April 17, 2017

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Attn: Marilyn Taber
136 W 12th St
Baxter Springs KS 66713

Independent Salt
Attn: Steve Olson
PO Box 36
Kanopolis KS 67454

Compass Minerals
Attn: Lisa Moynihan
990 W 109th St
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Bid price per ton: \$ 80.21

Sincerely,

Russell A. Stutt, P.E.
Jasper County Engineer

Jasper County Engineer

910 N 11th Ave E
Newton IA 50208
641-792-6882

April 17, 2017

Hutchinson Salt Co.
Attn: Marilyn Taber
136 W 12th St
Baxter Springs KS 66713

Independent Salt
Attn: Steve Olson
PO Box 36
Kanopolis KS 67454

Compass Minerals
Attn: Lisa Moynihan
990 W 109th St
Overland Park KS 66210

Cargill Inc
Attn: George Varga
Salt Division
24950 Country Club Blvd
North Olmstead OH 44070

Central Salt LLC
Attn: Lori Young
1420 State Road 14
Lyons KS 67554

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Bid price per ton: \$85.35/per ton

CARGILL INCORPORATED DEICING TECHNOLOGY BUSINESS George Varga - Customer Solution Specialist
24950 COUNTRY CLUB BLVD SUITE 450 NORTH OLMSTED, OHIO 44070

Sincerely,

Russell A. Stutt, P.E.
Jasper County Engineer

04/25/17 01:18 PM

CC:

Jasper County Engineer

010 N 11th Ave E
Newton, IA 50704
641 793 8002

April 17, 2017

Hutchinson Salt Co.
Attn: Marilyn Taber
136 W 12th St
Baxter Springs KS 66712

Independent Salt
Attn: Steve Olson
PO Box 38
Keosauqua MO 67454

Compass Minerals
Attn: Lisa Moynihan
990 W 109th St
Barnhart MO 64610

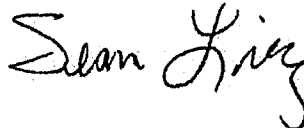
Carroll Inc
Attn: George Varga
Salt Division
24950 Country Club Blvd
North Olmstead OH 44070

Control Salt LLC
Attn: Lori Young
1420 State Road 14
Lyons KS 67554

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Bid price per ton: \$ 87.51



Sincerely,

Russell A. Stutt, P.E.
Jasper County Engineer



Community Wellness Games

Who: Jasper County Residents,
Teams of 4: Teams are welcome to dress in costume

What: Competitions: Brain Games, Food Facts, Heart Health and
Muscle Strength

When: June 9, 2017 Noon-1pm, registration and check in at 11:30

Where: On the Courthouse Lawn

Cost: \$20 per team of four (\$5 for individuals)

Traveling trophy for winning team and best costume awards given

BE THERE- ON THE SQUARE!



Team Name: _____

Team Members: 1) _____

2) _____

3) _____

4) _____

Cost: \$20 per 4 person team (Individuals may sign up for \$5 to be added to a team)

Donations: Accepted & Appreciated.

Proceeds will go to Newton Wellness Coalition which funds Newton schools' snack program, upcoming outdoor gym, and community wellness activities.

By May 31st, please return forms to the Jasper County Health Department:
115 N 2nd Ave East, Suite B1
Newton, IA 50208 (Annex Building Basement)

Please call Brenda Steenhoek or Kristina Winfield at 641-787-9224 with any questions.



Community Wellness Games

April 25, 2017

Tuesday, April 25, 2017 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Brock, Carpenter and Cupples present and accounted for; Chairman Brock presiding.

Human Resource Director, Dennis Simon, asked the Supervisors to consider creating a part-time maintenance technician position and filling it with a new hire.

Motion by Carpenter, seconded by Cupples, to adopt Resolution 17-25 to create the position of Part-time Maintenance technician.

YEA: CUPPLES, CARPENTER, BROCK

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

Motion by Carpenter, seconded by Cupples to adopt Resolution 17-26, certifying the following appointment to the Auditor for payroll purposes:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Courthouse Maintenance	Part-time Maintenance Technician	David Berkenbosch	\$17.93	Hire-In Non-Progressive Union Scale	05/17/2017

YEA: BROCK, CUPPLES, CARPENTER

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

Motion by Cupples, seconded by Carpenter to adopt Resolution 17-27 approving Transfer Order #1374 as follows:

<u>Number</u>	<u>Amount</u>	<u>Funds Transfer From</u>	<u>Funds Transferred To</u>
1374	#1,188,956.47	Rural Services Fund	Secondary Roads Fund

This transfer is required in order to receive State Road Use Funds.

Transfer for General Fund: periods 1-9 \$113,600.46

Transfer for Rural Services: periods 1-9 \$1,075,356.01

YEA: CARPENTER, CUPPLES, BROCK

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

Motion by Cupples, seconded by Carpenter to approve a Professional Services Agreement between Jasper County and Shive Hattery Architecture and Engineering to complete a limited investigation and develop conceptual options for improvements and repairs to the Jasper County Annex Building.

YEA: CARPENTER, CUPPLES, BROCK

Dave Lorenzen with the Iowa Traffic Management Training Center Project will be in Jasper County to look at property for the location of the facilities on May 3, 2017.

Motion by Carpenter, seconded by Cupples, to approve Board of Supervisors minutes for 4/18/2017.

YEA: CUPPLES, CARPENTER, BROCK

There were no Board appointments.

Motion by Carpenter, seconded by Cupples, to adjourn the Tuesday, April 25, 2017 meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, BROCK, CARPENTER

Dennis K. Parrott, Auditor

Joe Brock, Chairman