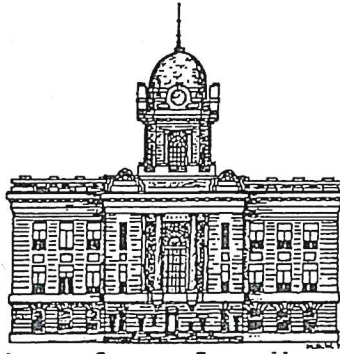


Jasper County, Iowa

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

June 27, 2017

9:30 a.m.

Pledge of Allegiance



- ITEM 1 **HIRTA – Julia Castillo**
 - a) FY2018 Funding Allocation
 - b) Approval of Lease with HIRTA for a portion of the Jasper County Community Center for Jasper County Transportation 7/1/17-6/30/18

- ITEM 2 **Shive-Hattery – Chris Bauer**
 - a) Jasper County Annex Building

- ITEM 3 **Approval of Board of Supervisors minutes for 6/20/17**

- ITEM 4 **Elderly Nutrition – Kelli Van Manen**
 - a) agreement w/Colfax Senior Citizens Center

- ITEM 5 **Board Appointments**

PUBLIC INPUT & COMMENTS



THE NEXT SCHEDULED BOARD OF SUPERVISORS MEETING WILL BE
HELD ON JULY 11, 2017



Heart of Iowa Regional Transit Agency

HIRTA Public Transit

Boone • Dallas • Jasper • Madison • Marion • Story • Warren Counties

Item # 1a

June 20, 2017

Jasper County Board of Supervisors
Attn: Chairman Joe Brock
101 1st St N
Newton, IA 50208

Dear Mr. Brock,

The Heart of Iowa Regional Transit Agency (HIRTA) continues to provide reliable transit services in Jasper County, as well as increase services. In FY2016 ridership was at an all-time high with us providing over 58,000 rides with the community.

We have continued to:

- Maintain low passenger fares
- Collaborate with CVB and Iowa Speedway for race day shuttles
- Increase night and weekend services within Newton – we are hiring another driver to meet the demand of weekend ridership.
- Implement new technology to streamline services
- Expand services in Jasper County helping to boost the local economy
- Establish medical shuttles to Des Moines three days per week
- Create partnerships through our Transportation Advisory Group, which includes: IMPACT, Jasper County Veteran Affairs, Optima, RSVP and City of Newton
- Grow our community presence by partnering with events like Shop with a Cop, 4th of July parade and Thanks with Franks.

Funding from Jasper County will allow HIRTA to continue providing transportation at the low rate of \$4.00 in-county, as well as, provide funds so we can continue to increase services for Jasper County residents.

For FY2018, we are respectfully requesting \$34,000 for operating assistance which is a small increase of \$1,215.

Thank you for your consideration of this request. We greatly appreciate the support the County has provided us over the years, allowing us to meet the transit needs of those in Jasper County, and we look forward to another successful year

Sincerely,


Julia Castillo
Executive Director

toll free: 1-877-686-0029 fax: 515-777-2745
2824 104th Street Urbandale, IA 50322
www.ridehirta.com





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, 2017, and ending on 6/30/2018, 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, 2017, 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.

Joe Brock Jasper County, Iowa, LANDLORD
Attest:

Heart of Iowa Regional Transit Agency (HIRTA), TENANT

Dennis Parrott, Jasper County Auditor



LEASE - BUSINESS PROPERTY - SHORT FORM

THE IOWA STATE BAR ASSOCIATION

Official Form No. 165

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Michael K. Jacobsen, 114 W. 3rd St. N., Newton, IA 50208, Phone: (641) 792-5010

Taxpayer Information: (Name and complete address)

Return Document To: (Name and complete address)

Grantors:

Jasper County, Iowa

Grantees:

Heart of Iowa Regional Transit Agency (HIRTA)

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Addendum

Addendum 1

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

Tuesday, June 20, 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.

Motion by Cupples, seconded by Carpenter to set a public hearing on a Construction Permit Application, submitted by Kevin Van Kooten, for a 100 head deep bedded beef cattle confinement building located in Section 26 of Lynn Grove Township. The hearing will be held July 11, 2017 at 9:30 a.m. in the Jasper County Board of Supervisors Room at the Jasper County Courthouse.

YEA: CARPENTER, CUPPLES, BROCK

Human Resources Director, Dennis Simon, asked the Board to approve the hiring of a Floater (3rd cook) for the Elderly Nutrition Department.

Motion by Carpenter, seconded by Cupples to adopt Resolution 17-45 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>
Elderly Nutrition	Floater (3 rd cook)	Traci Bergfeld	\$10.26	Hire-in Non-Progressive Union Scale	06/21/2017

YEA: BROCK, CARPENTER, CUPPLES

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

Landowner Kenny Keenan asked the Supervisors to re-consider the decision that they made on May 16, 2017, to designate a portion of N 75th Ave E. in Section 36-81 N-18W in Mariposa Township as a level "C" road and to put up a locked gate.

Motion by Brock to close that portion of N 75th Ave E. and to give the land back to the landowners. The motion died for lack of a second.

Motion by Carpenter, seconded by Cupples to approve the Recorders Monthly Report of Fees for the period beginning May 1, 2017 and ending May 31, 2017.

YEA: CUPPLES, CARPENTER, BROCK

Motion by Cupples, seconded by Carpenter to approve Board of Supervisors minutes for Tuesday, June 13, 2017.

YEA: CARPENTER, CUPPLES, BROCK

Motion by Carpenter, seconded by Cupples to appoint Jerry Ratliff as representative to the Des Moines Recreational River & Greenbelt Advisory Council for 2017.

YEA: Brock, Cupples, Carpenter

Motion by Carpenter, seconded by Cupples, to adjourn the Tuesday, June 20, 2017 meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, CARPENTER, BROCK

**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 _____ 2017 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, 2017, and shall be in force commencing on the effective date and ending June 30, 2018 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,

Joe Brock, Chairperson

Attest: _____
Dennis K. Parrott, Auditor