

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

September 26, 2017

9:30 a.m.

Pledge of Allegiance

- Item 1 **Elderly Nutrition – Kelli Van Manen**
 - a) Monroe Contract

- Item 2 **Conservation – Keri Van Zante**
 - a) Jasper County Trail Crossing Easements

- Item 3 **Resolutions for Transfer Order #1382, #1383 & #1384**

- Item 4 **Approval of Liquor License for Hy-Vee Wedding Reception**

- Item 5 **Approval of Board of Supervisors minutes for 9/19/17**

- Item 6 **Board Appointments**

PUBLIC INPUT & COMMENTS

**AGREEMENT BETWEEN JASPER COUNTY, IOWA AND
THE CITY OF MONROE, MONROE, IOWA**

SUBJECT OF AGREEMENT: Use of facilities of the Monroe City Hall 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 City of Monroe, Monroe 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 Monroe City Hall. This includes tables, chairs, and other equipment necessary to serve an average of twenty (20) 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 Monroe City Hall 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 November 1, 2017, and shall be in force commencing on the effective date and ending October 31, 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.

City of Monroe
206 W Sherman
Box 370
Monroe, Iowa 50170

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

Chairperson

Joe Brock, Chairperson

Attest: _____
Dennis K. Parrott, Auditor

Prepared by: Gayla E. Hannagan of Iowa Regional Utilities Association, d/b/a Central Iowa Water Association, 1351 Iowa Speedway Drive, Newton, Iowa. 50208 (Telephone: 641-792-7011)

WHEN RECORDED RETURN TO: Central Iowa Water Association, R-O-W Department, 1351 Iowa Speedway Drive, Newton, Iowa 50208

LIMITED EASEMENT

No: 33-80-20-5-XX

RE:

Abandoned former Railroad Property located across the North One-half (N½) of the Northwest Quarter (NW¼) of Section Five (5), Township Eighty (80) North, Range Twenty (20) West of the 5th P.M., Jasper County, Iowa; subject to easements and public roads of record. (Parcel Number: 07.05.100.006)

Owners of Record: Jasper County, Iowa

The undersigned record owner(s) of equitable interests in the real estate shown above or attached, for good and valuable consideration, hereby convey(s) to Iowa Regional Utilities Association, d/b/a CENTRAL IOWA WATER ASSOCIATION, ("Association"), its successors and assigns, a perpetual easement in, to, and running with such real estate, together with a general perpetual right of ingress and egress upon such real estate and any adjacent lands of owner(s) for meter reading, pipeline maintenance, or other reasonable Association purposes. By this instrument, the Association may construct, lay, own, use, operate, inspect, maintain, repair, replace or remove waterlines and any necessary appurtenances thereto upon, under and through such real estate. Once the waterlines and appurtenances are completely installed and operating, then this easement (except the general rights of ingress and egress) shall reduce in scope to a width of 30 feet, the centerline of which will be the waterlines and appurtenances. During initial construction, no crop damage will be paid by the Association, unless otherwise agreed upon in writing. The Association will try to place the pipe lines within about ten to twenty feet from fences adjacent to road rights of way except to avoid natural or man-made obstructions or to comply with governmental requirements or upon verbal requests of any owner or agent of any owner prior to initial construction. The Association will fix any damage it causes to fences or tile lines. The Association will pay for crop damages it may cause due to repairs or maintenance of its property after one year from the date of initial construction. Owner(s) promise to immediately inform each (if any) tenant relative to this easement and will protect the Association from any claims of a tenant. If an owner's spouse is not presently a record owner, then the spouse signs this easement only for the purpose of relinquishing the legal spousal interests. Each owner signing below represents that he, she or it has an equitable interest of record in the real estate and authority to grant these easement interests. This instrument shall be deemed dated and in full force and effect as of the first date shown on the acknowledgment(s) below. If there's any technical deficiency in this instrument or the way it was signed, then this document shall nonetheless be a perpetual easement as to all interests in the real estate held by the undersigned and a perpetual license running with the land given by the undersigned on behalf of all owners of record and occupants to the Association, its successors or assigns, for such purposes.

Jasper County, Iowa

(By): _____

(By): _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)
(ss.
COUNTY OF _____)

On this ____ day of _____, A.D. 20__, before me, the
Undersigned, a Notary Public in and for said State, personally
appeared _____,

_____ to me personally known

or

_____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they
executed the same as his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

(Sign in Ink)

(Print/type Name)

Notary Public in and for the County of _____
And State of Iowa

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL

_____ CORPORATE

Title(s) of Corporate Officer(s):

_____ Corporate Seal is affixed

_____ No Corporate Seal procured

_____ PARTNERS(s):

_____ Limited Partnership

_____ General Partnership

_____ ATTORNEY-IN-FACT

_____ EXECUTOR(s) or TRUSTEE(s)

_____ GUARDIAN(s) or CONSERVATOR(s)

_____ OTHER

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies):

Prepared by: Gayla E. Hannagan of Iowa Regional Utilities Association, 1351 Iowa Speedway Drive, Newton, Iowa, 50208 (Telephone: 641-792-7011)

WHEN RECORDED RETURN TO: Iowa Regional Utilities Association, R-O-W Department, 1351 Iowa Speedway Drive, Newton, Iowa 50208

LIMITED EASEMENT

No: 23-79-21-35-SS

RE:

A strip of land of varying widths constituting a continuous line of railroad right of way in Jasper County, Iowa, the center line of which is more particularly described as follows: Beginning at the centerline of Grantor's Altoona to Prairie City branch line main track and the West line of Section 18, Township 79 North, Range 21 West of the 5th P.M., Jasper County, Iowa, Sta. 7670+00, thence Southeasterly through Sections 18, 19, 20, 21, 28, 27, 34 and 35, Township 79 North, Range 21 West of the 5th P.M.; thence Southeasterly through Fractional Sections 3, 2 and 1, Township 78 North, Range 21 West of the 5th P.M.; thence Southeasterly through Sections 6 and 5, Township 78 North, Range 20 West of the 5th P.M., Jasper County, Iowa, ending at Sta. 7132+65.9 (M.P. 135).

Owners of Record: Jasper County, Iowa

The undersigned record owner(s) of equitable interests in the real estate shown above or attached, for good and valuable consideration, hereby convey(s) to Iowa Regional Utilities Association, ("Association"), its successors and assigns, a perpetual easement in, to, and running with such real estate, together with a general perpetual right of ingress and egress upon such real estate and any adjacent lands of owner(s) for meter reading, pipeline maintenance, or other reasonable Association purposes. By this instrument, the Association may construct, lay, own, use, operate, inspect, maintain, repair, replace or remove waterlines and any necessary appurtenances thereto upon, under and through such real estate. Once the waterlines and appurtenances are completely installed and operating, then this easement (except the general rights of ingress and egress) shall reduce in scope to a width of 30 feet, the centerline of which will be the waterlines and appurtenances. During initial construction, no crop damage will be paid by the Association, unless otherwise agreed upon in writing. The Association will try to place the pipe lines within about ten to twenty feet from fences adjacent to road rights of way except to avoid natural or man-made obstructions or to comply with governmental requirements or upon verbal requests of any owner or agent of any owner prior to initial construction. The Association will fix any damage it causes to fences or tile lines. The Association will pay for crop damages it may cause due to repairs or maintenance of its property after one year from the date of initial construction. Owner(s) promise to immediately inform each (if any) tenant relative to this easement and will protect the Association from any claims of a tenant. If an owner's spouse is not presently a record owner, then the spouse signs this easement only for the purpose of relinquishing the legal spousal interests. Each owner signing below represents that he, she or it has an equitable interest of record in the real estate and authority to grant these easement interests. This instrument shall be deemed dated and in full force and effect as of the first date shown on the acknowledgment(s) below. If there's any technical deficiency in this instrument or the way it was signed, then this document shall nonetheless be a perpetual easement as to all interests in the real estate held by the undersigned and a perpetual license running with the land given by the undersigned on behalf of all owners of record and occupants to the Association, its successors or assigns, for such purposes.

Jasper County, Iowa

(By): _____

(By): _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)
 (ss.
COUNTY OF _____)

On this ____ day of _____, A.D. 20____, before me, the
Undersigned, a Notary Public in and for said State, personally
appeared _____,
_____ to me personally known

or
_____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they
executed the same as his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

_____ (Sign in Ink)
_____ (Print/type Name)

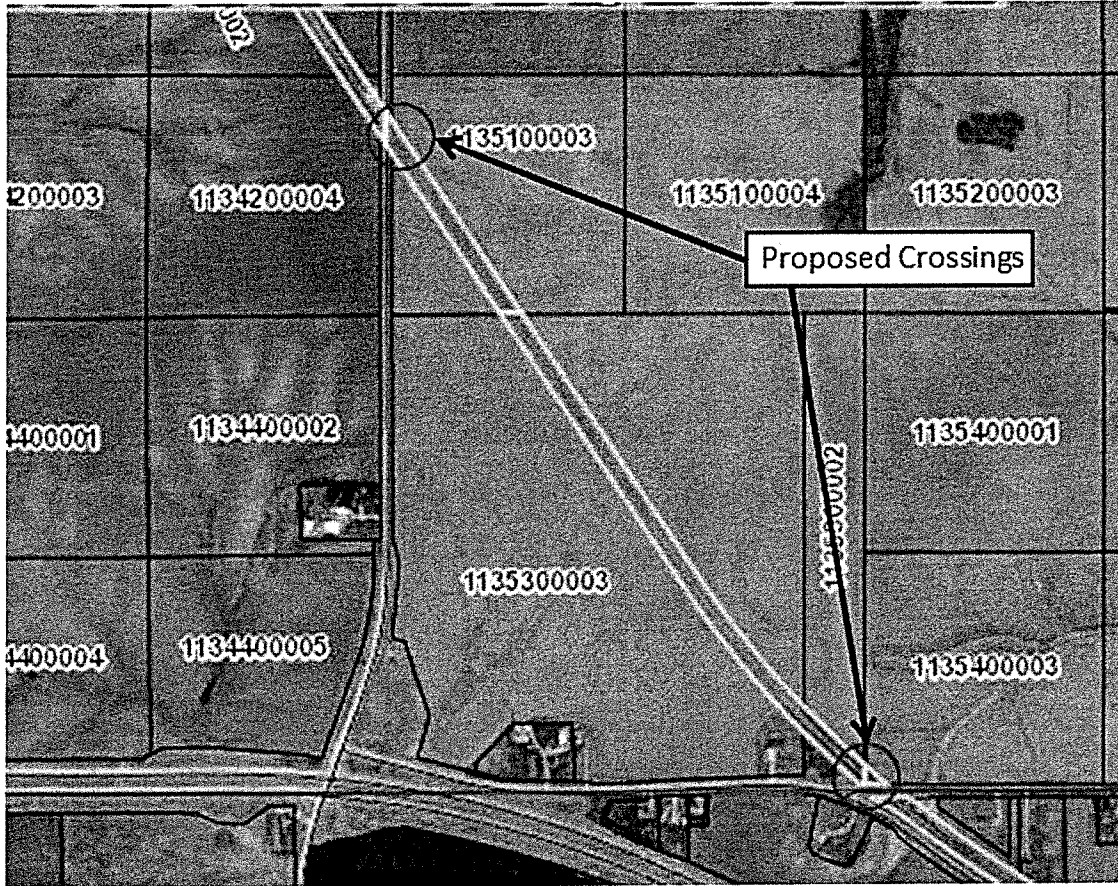
Notary Public in and for the County of _____
And State of Iowa

CAPACITY CLAIMED BY SIGNER

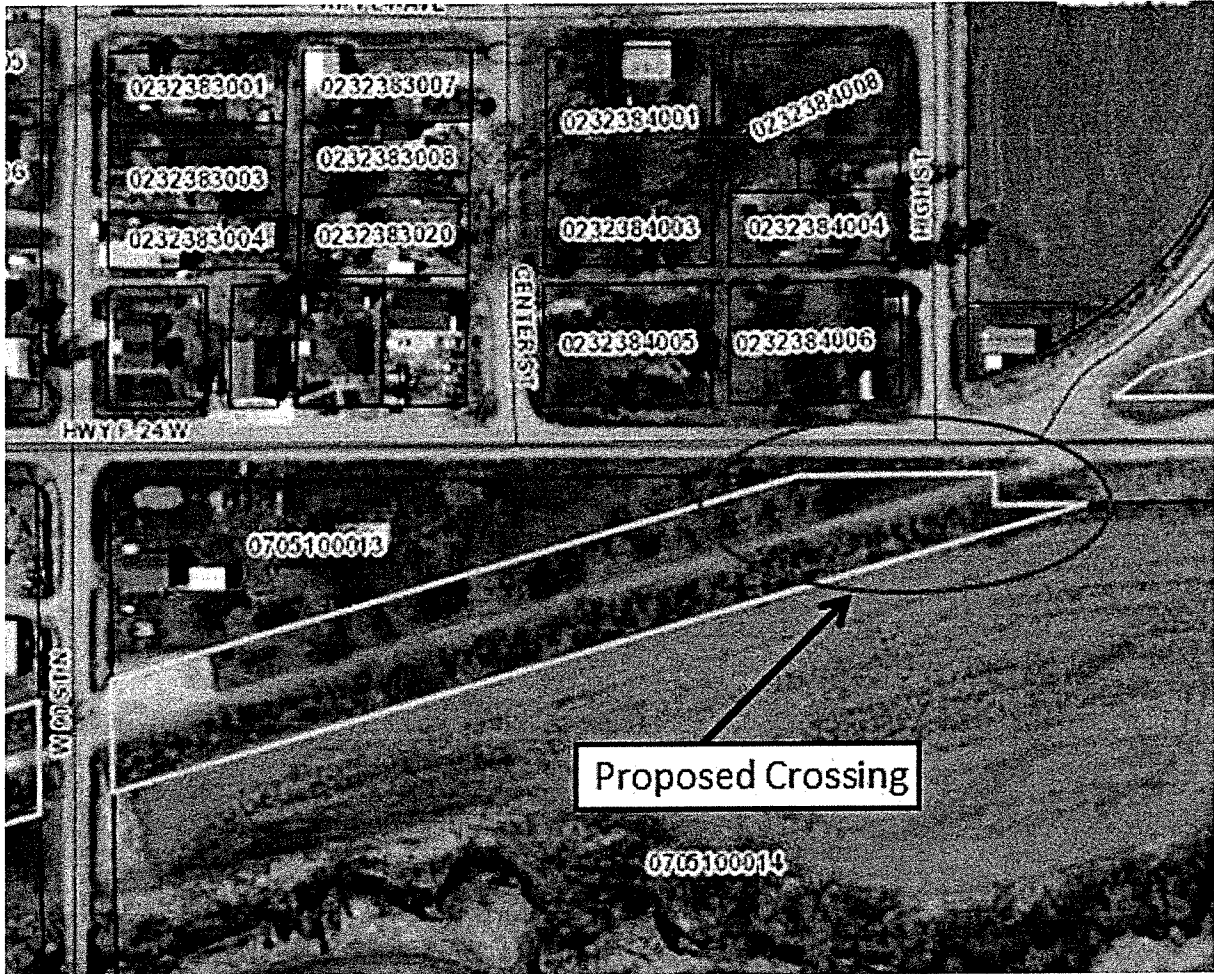
- _____ INDIVIDUAL
- _____ CORPORATE
- _____ Title(s) of Corporate Officer(s):
- _____
- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- _____ PARTNERS(s):
- _____ Limited Partnership
- _____ General Partnership
- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(s) or TRUSTEE(s)
- _____ GUARDIAN(s) or CONSERVATOR(s)
- _____ OTHER

SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies):

SA 1 Retro Fit Trail Crossings Section 35, T79N, R21W



IRA Project Trail Crossing Section 5, T80N, R20W



Resolution _____

STATE OF IOWA }
Jasper County }

TRANSFER ORDER

\$5,907.00

Newton, Iowa, September 01, 2017

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Five thousand nine hundred seven dollars and 00/100*** dollars

From: 0001-General Basic Fund

To: 0004- Ashton/Mariposa Parks
Maintenance Fund

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Board Action

By Order of Board of Supervisors.

Auditor

NO. 1382

Teresa Anzures

Deputy

This transfer includes the total FY 2017 camping fees collected.

Resolution _____

STATE OF IOWA
Jasper County

}

TRANSFER ORDER

\$12,972.85

Newton, Iowa, September 26, 2017

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Twelve thousand nine hundred seventy two dollars and 85/100***dollars

From: 0001 - General Basic
Fund

To: 0020 - Secondary Roads Fund

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Road Use Funds Match

By Order of Board of Supervisors.

Auditor

NO. 1383

Teresa Ansdor

Deputy

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

Resolution _____

STATE OF IOWA
Jasper County

}

TRANSFER ORDER

\$127,209.80

Newton, Iowa, September 26, 2017

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer One hundred twenty seven thousand two hundred nine dollars and 80/100***dollars

From: 0011 - Rural Services
Fund

To: 0020 - Secondary Roads Fund

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Road Use Funds Match

By Order of Board of Supervisors.

NO. 1384

Teresa Anwood

Auditor

Deputy

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

Tuesday, September 19, 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 Carpenter, seconded by Cupples to open a public hearing to vacate a portion of South 112th Avenue West in Jasper County.

YEA: CUPPLES, CARPENTER, BROCK

There were no public comments and no comments received by the Auditor.

Motion by Cupples, seconded by Carpenter to close the public hearing.

YEA: CARPENTER, CUPPLES, BROCK

Motion by Cupples, seconded by Carpenter to adopt Resolution 17-72 to approve the vacation of a portion of South 112th Avenue West and to close bridge FHWA No. 195860.

YEA: CARPENTER, CUPPLES, BROCK

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

Human Resources Director Dennis Simon asked the Supervisors to correct hiring resolution 17-69 passed September 5, 2017.

Motion by Cupples, seconded by Carpenter to adopt Resolution 17-72 a hiring resolution certifying the following appointment to the Auditor for payroll implementation:

| <u>DEPARTMENT</u> | <u>POSITION</u> | <u>EMPLOYEE</u> | <u>PAY RATE</u> | <u>RANGE/STEP</u> | <u>EFFECTIVE DATE</u> |
|-------------------|-----------------|-----------------|-----------------|---|-----------------------|
| Secondary Roads | Skilled Laborer | Chad Nichol | \$21.81 | Hire-In Non-Progressive Union Scale | 09/11/2017 |

YEA: BROCK, CARPENTER, CUPPLES

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

Ryan Eaton with the IT Department presented to the Board an agreement to purchase and implement the Rave Panic Button Emergency Communication system.

Motion by Carpenter, seconded by Cupples to approve an agreement between Rave Mobil Safety and Jasper County in the amount of \$7,000. This includes a \$4,000 one-time set up fee plus \$3,000 for 100 App Licenses. Any additional years will be at a cost of \$3,000.

YEA: CUPPLES, CARPENTER, CUPPLES

Buildings and Grounds Director Adam Sparks presented to the Board quotes for a compressor for the air conditioning system at the County Law Enforcement Center and they are as follows:

| | | |
|-----------------|-----------------|-------------|
| Halverson Trane | Trane C04J07874 | \$18,601.00 |
| ACI | Trane COM06428 | \$22,268.93 |
| ACI | Danfoss | \$19,829.04 |

Motion by Brock, seconded by Cupples to approve the purchase of the Trane C04J07874 replacement compressor from Halverson Trane in the amount of \$18,601.

YEA: CUPPLES, CARPENTER, BROCK

Rita Baker asked the Board for permission to use the SW corner of the Courthouse lawn to begin this year's Crop Walk.

Motion by Carpenter, seconded by Cupples to approve the use of the SW corner of the Courthouse lawn on October 1, 2017 from 1:00 p.m. until 2:00 p.m. for the 2017 Crop Walk.

YEA: BROCK, CUPPLES, CARPENTER

Motion by Carpenter, seconded by Cupples to approve Board of Supervisors minutes for 09/12/2017.

YEA: CUPPLES, CARPENTER, BROCK

There were no Board appointments.

Motion by Cupples, seconded by Carpenter to adjourn the Tuesday, September 19, 2017 meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, CUPPLES, BROCK

Dennis K. Parrott, Auditor

Joe Brock, Chairman