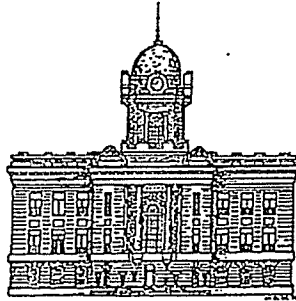


Jasper County, Iowa

Denny Carpenter

Doug Cupples

Brandon Talsma



Board of Supervisors

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

JASPER COUNTY BOARD OF SUPERVISORS MEETING AGENDA

www.co.jasper.ia.us

June 18th 2019

9:30 a.m.

Pledge of Allegiance

- Item 1 Approve Recorder's Monthly Report May, 2019**

- Item 2 Planning & Zoning – Nick Fratzke**
 - a) Ordinance Amending Code – Enforcement and Penalties
 - b) Ordinance Creating Chapter 65, Illegal Dumping

- Item 3 Maintenance – Adam Sparks**
 - a) Quotes for Refrigerator at Community Center
 - b) Quotes for New Water Heater at Jail

- Item 4 Conservation – Keri VanZante**
 - a) Alliant Energy Easement
 - b) MOU for Installation of Underground Line

- Item 5 Approval of Board of Supervisors minutes for 6/11/19**

PUBLIC INPUT & COMMENTS

RECORDER'S MONTHLY REPORT
STATE OF IOWA, COUNTY OF JASPER

TO THE BOARD OF SUPERVISORS OF JASPER COUNTY:

I, Denise Allan, Recorder of the above named county and state do hereby certify that this is a true and correct statement of the fees collected by me in my office for the period of May 1, 2019 through May 31, 2019, and the same have been paid to the county Treasurer.


Denise Allan, Jasper County Recorder

Date: June 14, 2019

Dennis Parrott, Jasper County Auditor

| | | | |
|--|-------------------------------|-------------------|--------------------|
| Recording Fees | 0001-1-07-8110-400000 | <u>\$7,360.00</u> | |
| | (+) E-File Recording Fees | <u>\$5,005.00</u> | <u>\$12,365.00</u> |
| Copies | 0001-1-07-8110-400000 | | <u>\$284.50</u> |
| Fed Tx Search | 0001-1-07-8110-400000 | | <u>\$0.00</u> |
| Auditor's Trans | 0001-1-07-9010-410000 | <u>\$885.00</u> | |
| | (+) E-File Auditor Trans Fees | <u>\$250.00</u> | <u>\$1,135.00</u> |
| Co Trans Tax | 0001-1-07-8110-404000 | <u>\$3,059.96</u> | |
| | (+) E-File Trans Tax Fees | <u>\$1,778.81</u> | <u>\$4,838.77</u> |
| Over Payments | 0001-4-07-0054-822000 | | <u>\$20.00</u> |
| ELSI Co Fees | 0001-1-07-8110-403000 | | <u>\$448.25</u> |
| Co Boat Title | 0001-1-22-6110-412000 | | <u>\$125.00</u> |
| Co Boat Lien | 0001-1-07-8110-418000 | | <u>\$15.00</u> |
| Snow Title/Lien | 0001-1-07-8110-401100 | | <u>\$5.00</u> |
| ATV/ORV Title/Lien | 0001-1-07-8110-401200 | | <u>\$230.00</u> |
| Vital Cert Co | 0001-1-07-8110-413000 | | <u>\$676.00</u> |
| Vital Plain Copy | 0001-1-07-8110-408000 | | <u>\$0.00</u> |
| Co Marriages | 0001-1-07-8110-417000 | | <u>\$92.00</u> |
| Int Bank Acct | 0001-4-07-0054-600000 | | <u>\$2.49</u> |
| Record Mgmt | 0024-1-07-8110-414000 | <u>\$376.00</u> | |
| | (+) E-File Record Mgmt Fees | <u>\$256.00</u> | <u>\$632.00</u> |
| E-Fees | 5300-1-77-0500-416000 | <u>\$376.00</u> | |
| | (+) E-File E-Fees | <u>\$256.00</u> | <u>\$632.00</u> |
| Misc Revenue Fees | 0001-1-07-8110-849000 | | <u>\$40.35</u> |
| Total County Fee Collected for <u>May 2019</u> | | | <u>\$21,541.36</u> |

| | | Revenue Totals | | | | Charge Payment Totals | | | |
|----------------|------------------------------------|----------------|---------|---------------|-------------|-----------------------|-----------|---------------|------------------------|
| Account Number | Account Description | Cash/Check (1) | Charge | Other Pay (2) | Sub Total | Cash/Check | Other Pay | Sub Total (3) | Drawer (1) + (2) + (3) |
| 01-01-01 | Recording 0001-1-8110-4000-C | \$7,265.00 | \$50.00 | \$45.00 | \$7,360.00 | \$0.00 | \$0.00 | \$0.00 | \$7,310.00 |
| 01-01-02 | Recd Mgmt0024-1-8110-4140- | \$368.00 | \$3.00 | \$5.00 | \$376.00 | \$0.00 | \$0.00 | \$0.00 | \$373.00 |
| 01-01-03 | E-Fee 5300-1-0500-4160-77 | \$368.00 | \$3.00 | \$5.00 | \$376.00 | \$0.00 | \$0.00 | \$0.00 | \$373.00 |
| 01-02-00 | Auditors 0001-1-9010-4100-07 | \$860.00 | \$0.00 | \$25.00 | \$885.00 | \$0.00 | \$0.00 | \$0.00 | \$885.00 |
| 01-03-01 | Co Tran Tax0001-1-8110-4040 | \$3,059.96 | \$0.00 | \$0.00 | \$3,059.96 | \$0.00 | \$0.00 | \$0.00 | \$3,059.96 |
| 01-03-02 | State Tran Tax | \$14,679.24 | \$0.00 | \$0.00 | \$14,679.24 | \$0.00 | \$0.00 | \$0.00 | \$14,679.24 |
| 01-05-02 | Copies 0001-1-8110-4000-07 | \$284.50 | \$0.00 | \$0.00 | \$284.50 | \$0.00 | \$0.00 | \$0.00 | \$284.50 |
| | ***** Account Group 01 Total ***** | \$26,884.70 | \$56.00 | \$80.00 | \$27,020.70 | \$0.00 | \$0.00 | \$0.00 | \$26,964.70 |
| 02-04-01 | Marr Co 0001-1-8110-4170-07 | \$48.00 | \$0.00 | \$44.00 | \$92.00 | \$0.00 | \$0.00 | \$0.00 | \$92.00 |
| 02-04-02 | Marriage License - State | \$372.00 | \$0.00 | \$341.00 | \$713.00 | \$0.00 | \$0.00 | \$0.00 | \$713.00 |
| 02-04-03 | 3 Day Waiver | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 02-04-04 | Vitalcertco0001-1-8110-4130-C | \$632.00 | \$0.00 | \$44.00 | \$676.00 | \$0.00 | \$0.00 | \$0.00 | \$676.00 |
| 02-04-05 | Vital Cert State | \$2,528.00 | \$0.00 | \$176.00 | \$2,704.00 | \$0.00 | \$0.00 | \$0.00 | \$2,704.00 |
| 02-04-06 | Vital Pl Copy01-1-8110-4080-C | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | ***** Account Group 02 Total ***** | \$3,580.00 | \$0.00 | \$605.00 | \$4,185.00 | \$0.00 | \$0.00 | \$0.00 | \$4,185.00 |
| 03-01-01 | Passprt Co 0001-1-8110-4150- | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 03-01-02 | Passport - Federal | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 03-03-01 | Expedite Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | ***** Account Group 03 Total ***** | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 05-01-00 | Hunting & Fishing/Elisi | \$589.00 | \$0.00 | \$35.50 | \$624.50 | \$0.00 | \$0.00 | \$0.00 | \$624.50 |
| 05-01-01 | H&Fwf/Elisi 0001-1-8110-4030- | \$297.25 | \$0.00 | \$151.00 | \$448.25 | \$0.00 | \$0.00 | \$0.00 | \$448.25 |
| 05-01-04 | Boat Registration Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 05-01-05 | Snow & Atv Registration Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 05-01-06 | Boat Title Fee | \$85.00 | \$0.00 | \$40.00 | \$125.00 | \$0.00 | \$0.00 | \$0.00 | \$125.00 |
| 05-01-07 | Boat Lien Fee | \$10.00 | \$0.00 | \$5.00 | \$15.00 | \$0.00 | \$0.00 | \$0.00 | \$15.00 |
| 05-01-08 | Snow Title Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 05-01-09 | Snow Lien Fee | \$5.00 | \$0.00 | \$0.00 | \$5.00 | \$0.00 | \$0.00 | \$0.00 | \$5.00 |
| 05-01-10 | Atv Title Fee | \$165.00 | \$0.00 | \$15.00 | \$180.00 | \$0.00 | \$0.00 | \$0.00 | \$180.00 |
| 05-01-11 | Atv Lien Fee | \$50.00 | \$0.00 | \$0.00 | \$50.00 | \$0.00 | \$0.00 | \$0.00 | \$50.00 |
| 05-01-12 | Rsu Perm/Elisi | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Revenue Totals

Charge Payment Totals

| Account Number | Account Description | Cash/Check (1) | Charge | Other Pay (2) | Sub Total | Cash/Check | Other Pay | Sub Total (3) | Drawer (1) + (2) + (3) |
|----------------|------------------------------------|----------------|--------|---------------|-------------|------------|-----------|---------------|------------------------|
| 05-01-13 | Nrohvu Perm/Elisi | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 05-01-14 | Nrsu Perm/Elisi | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 05-02-01 | Boat,Write 0001-1-8110-4020- | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 05-02-03 | Sno/Atv Wf 0001-1-8110-4010 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 05-02-04 | Atw/Orv T&L Co 00011811040' | \$215.00 | \$0.00 | \$15.00 | \$230.00 | \$0.00 | \$0.00 | \$0.00 | \$230.00 |
| 05-02-05 | Snow T&L Co 001-1-8110-401' | \$5.00 | \$0.00 | \$0.00 | \$5.00 | \$0.00 | \$0.00 | \$0.00 | \$5.00 |
| 05-02-06 | Bt Title Co 001-1-8110-4120-2: | \$85.00 | \$0.00 | \$40.00 | \$125.00 | \$0.00 | \$0.00 | \$0.00 | \$125.00 |
| 05-02-07 | Bt Lien Co 0001-1-8110-4180- | \$10.00 | \$0.00 | \$5.00 | \$15.00 | \$0.00 | \$0.00 | \$0.00 | \$15.00 |
| 05-03-01 | Use Tax | \$4,522.05 | \$0.00 | \$0.00 | \$4,522.05 | \$0.00 | \$0.00 | \$0.00 | \$4,522.05 |
| 05-03-02 | la Sales Tax | \$3,043.50 | \$0.00 | \$1,449.00 | \$4,492.50 | \$0.00 | \$0.00 | \$0.00 | \$4,492.50 |
| 05-03-03 | Local Option Tax | \$456.75 | \$0.00 | \$206.50 | \$663.25 | \$0.00 | \$0.00 | \$0.00 | \$663.25 |
| 05-03-04 | School Tax | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 05-03-05 | Overpaymt 0001-4-0054-8220- | \$20.00 | \$0.00 | \$0.00 | \$20.00 | \$0.00 | \$0.00 | \$0.00 | \$20.00 |
| 05-03-06 | Rwrs | \$6,460.75 | \$0.00 | \$3,641.40 | \$10,102.15 | \$0.00 | \$0.00 | \$0.00 | \$10,102.15 |
| 05-03-07 | Mail Fee 0001-1-07-8110-425C | \$23.00 | \$0.00 | \$19.00 | \$42.00 | \$0.00 | \$0.00 | \$0.00 | \$42.00 |
| | ***** Account Group 05 Total ***** | \$16,042.30 | \$0.00 | \$5,622.40 | \$21,664.70 | \$0.00 | \$0.00 | \$0.00 | \$21,664.70 |
| 06-01-01 | Balance Brought Forward | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 06-01-02 | Payment | \$64.00 | \$0.00 | \$0.00 | \$64.00 | \$0.00 | \$0.00 | \$0.00 | \$64.00 |
| | ***** Account Group 06 Total ***** | \$64.00 | \$0.00 | \$0.00 | \$64.00 | \$0.00 | \$0.00 | \$0.00 | \$64.00 |
| 07-01-01 | Ucc Search 0001-1-8110-4000 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 07-01-02 | Ucc1/Term 0001-1-8110-4000- | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 07-02-01 | Fedtxsearch0001-1-8110-4000 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 07-03-01 | Interest On Bank Account | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | ***** Account Group 07 Total ***** | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 08-01-01 | Ciris-Standard Fee | \$0.00 | \$0.00 | \$5,005.00 | \$5,005.00 | \$0.00 | \$0.00 | \$0.00 | \$5,005.00 |
| 08-01-02 | Ciris-Document Management I | \$0.00 | \$0.00 | \$256.00 | \$256.00 | \$0.00 | \$0.00 | \$0.00 | \$256.00 |
| 08-01-03 | Ciris-Erecording Fee | \$0.00 | \$0.00 | \$256.00 | \$256.00 | \$0.00 | \$0.00 | \$0.00 | \$256.00 |
| 08-01-04 | Ciris-Additional Tran Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 08-01-05 | Ciris-Transfer Fee | \$0.00 | \$0.00 | \$250.00 | \$250.00 | \$0.00 | \$0.00 | \$0.00 | \$250.00 |
| 08-01-06 | Ciris-Transfer Tax | \$0.00 | \$0.00 | \$10,312.00 | \$10,312.00 | \$0.00 | \$0.00 | \$0.00 | \$10,312.00 |

| Account Number | Account Description | Revenue Totals | | | | Charge Payment Totals | | | |
|------------------------------------|---------------------|----------------|---------|---------------|-------------|-----------------------|-----------|---------------|------------------------|
| | | Cash/Check (1) | Charge | Other Pay (2) | Sub Total | Cash/Check | Other Pay | Sub Total (3) | Drawer (1) + (2) + (3) |
| ***** Account Group 08 Total ***** | | \$0.00 | \$0.00 | \$16,079.00 | \$16,079.00 | \$0.00 | \$0.00 | \$0.00 | \$16,079.00 |
| 11-66-10 | Writing Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| ***** Account Group 11 Total ***** | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 55-55-55 | Federal Duck Stamp | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| ***** Account Group 55 Total ***** | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Final Totals : | | \$46,571.00 | \$56.00 | \$22,386.40 | \$69,013.40 | \$0.00 | \$0.00 | \$0.00 | \$68,957.40 |

Counts/Totals From 5/1/2019 Through 5/31/2019

| | | |
|-------------------|--------------------|---|
| Cash Total : | \$4,854.75 | + |
| Check Total : | \$42,164.30 | + |
| Other Pay Total : | \$22,386.40 | + |
| Change Total : | \$448.05 | - |
| Subtotal : | \$68,957.40 | |
| Charge Total : | \$56.00 | + |
| Grand Total : | \$69,013.40 | |

| | |
|-----------------------------|-----|
| Number of Cash Payments : | 144 |
| Number of Check Payments : | 430 |
| Number of Change Payments : | 52 |
| Number of Charge Payments : | 1 |
| Number of Other Payments : | 392 |
| Number of Receipts : | 914 |
| Number of Voids : | 14 |

| | |
|---------------------------------|---------|
| Charge Information | |
| Balance Forward Information | |
| Number of Payments on Account : | 2 |
| Total Paid on Account : | \$64.00 |

Other Payment Breakdown

| Other Payment Method | Total Count | Total Paid |
|----------------------|-------------|--------------------|
| CREDIT CARD | 117 | \$6,307.40 |
| DIRECT DEPOSIT | 271 | \$16,079.00 |
| Total : | 388 | \$22,386.40 |

ORDINANCE NUMBER ___

**AN ORDINANCE CREATING CHAPTER 65, "ILLEGAL DUMPING,"
WITHIN THE CODE OF ORDINANCES OF JASPER COUNTY, IOWA,
FOR THE PURPOSE OF PROHIBITING ILLEGAL DUMPING WITHIN
THE COUNTY AND PROVIDING FOR ENFORCEMENT AND
PENALTIES**

Be it Ordained by the Board of Supervisors of Jasper County, Iowa, that:

SECTION 1: Purpose. This ordinance is enacted to expressly prohibit the disposal of solid waste within the county in unauthorized locations other than permitted waste disposal sites, such as in public right-of-way and on public and private property. The unauthorized disposal of solid waste endangers the health, safety, and welfare of citizens of Jasper County, Iowa, and causes the County to expend limited resources to dispose of unauthorized waste.

SECTION 2. The Code of Ordinances of Jasper County, Iowa is hereby amended by creating Chapter 65, entitled "Illegal Dumping" with the following sections:

65.01 DEFINITIONS.

As used in this chapter, the following terms are defined:

1. "Discard" means to place, cause to be placed, throw, deposit, or drop.
2. "Garbage" means all solid and semisolid, putrescible animal and vegetable wastes resulting from the handling, preparing, cooking, storing, serving and consuming of food or of material intended for use as food, and all offal, excluding useful industrial byproducts, and shall include all such substances from all public and private establishments and from all residences.
3. "Litter" means any garbage, rubbish, trash, refuse, waste materials, or debris. Litter includes but is not limited to empty beverage containers, cigarette butts, food waste packaging, other food or candy wrappers, handbills, empty cartons, or boxes.
4. "Public place" means any county road, street, sidewalk, alley, or other thoroughfare, including any portion of the right-of-way, and any other public land, including ditches and streams, within the jurisdiction of the county.
5. "Refuse" means putrescible and nonputrescible wastes including but not limited to garbage, rubbish, ashes, incinerator ash, incinerator residues, street cleanings, market and industrial solid wastes and sewage treatment wastes in dry or semisolid form.

6. "Rubbish" means nonputrescible solid waste consisting of combustible and noncombustible wastes, such as ashes, paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery or litter of any kind.
7. "Solid Waste" means garbage, refuse, rubbish, litter, construction and demolition waste and other similar discarded solid or semisolid materials. Solid waste includes, but is not limited to the following items:
 - a. Tires
 - b. Household appliances
 - c. Furniture
 - d. Mechanical equipment
 - e. Construction and demolition debris
 - f. Brush or yard waste
 - g. Junk or inoperable vehicles or parts of vehicles.

65.02. ILLEGAL DUMPING PROHIBITED.

It shall be unlawful for any person or entity to discard solid waste, garbage, or litter in or upon public property within the County, except in authorized receptacles or landfill sites in accordance with established policies, permits, permission, and procedures. It shall be unlawful for any person or entity to discard solid waste, garbage, or litter in or upon private property, whether within or outside of an authorized receptacle, without the consent of the owner of such property.

65.03. ENFORCEMENT.

This Chapter shall be enforced by the Director of Community Development or the Director's designee as a county infraction, or by the Jasper County Sheriff or the Sheriff's designee as a simple misdemeanor.

65.04. VIOLATIONS, PENALTIES, AND ALTERNATIVE RELIEF.

Violation of this chapter shall be a county infraction as set forth in Iowa Code section 331.307. Fines may be assessed in accordance with the following schedule.

A. Schedule of Civil Penalties

| | |
|--|-----------|
| First offense | \$ 750.00 |
| Second and each additional repeat offenses | \$1000.00 |

- B. Repeat Offenses. Each day that a violation occurs or is permitted to exist by the violator constitutes a separate offense.
- C. Alternative Relief. Seeking a civil penalty as authorized in this chapter does not preclude a county from seeking alternative relief from the court in the same action. Such alternative relief may include, but is not limited to, an order for restitution for the cost of clean-up, an order for abatement, or injunctive relief.
- D. Civil Citations. Any officer authorized by the County to enforce this Chapter may issue a civil citation to a person who violates this Chapter. The citation shall be served and filed in accordance with the provisions of Iowa Code § 331.307 (2019).

65.05. CRIMINAL PENALTIES.

- A. Penalties not exclusive. This chapter does not preclude a peace officer from issuing a criminal citation for a violation arising out of or in connection with a violation.
- B. Criminal Penalties. Violation of any provision of this ordinance constitutes a simple misdemeanor which may include a fine or imprisonment not to exceed seven (7) days in the county jail. Failure to pay court fines may subject the owner to nonrenewal of the registration of the motor vehicle involved in the offense if the fine remains unpaid at the time of renewal.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

SECTION 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. Jurisdiction. This ordinance shall apply in any unincorporated area within Jasper County, Iowa and within any unincorporated town or city without any applicable ordinance covering the subject matter herein regulated.

SECTION 6. Effective Date. This ordinance shall be in full force and effect from and after the date of passage and publication as required by law.

Passed and approved this _____ day of _____, 2019 following three readings (or due waiver thereof in the manner allowed by law).

| Supervisor | Aye | Nay |
|-----------------|-----|-----|
| Denny Carpenter | | |
| Doug Cupples | | |
| Brandon Talsma | | |

First Reading Passed: _____

Second Reading Passed: _____

Third Reading Passed: _____

Denny Carpenter, Chairperson Jasper
County Board of Supervisors

ATTEST:

Dennis K. Parrott, Auditor

01594105-1\10747-002

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF JASPER COUNTY, IOWA FOR THE PURPOSE OF PROHIBITING NUISANCES WITHIN THE COUNTY AND PROVIDING FOR ENFORCEMENT AND PENALTIES

Be it Ordained by the Board of Supervisors of Jasper County, Iowa, that:

SECTION 1. The Code of Ordinances of Jasper County, Iowa is hereby amended by adding a new chapter, Chapter 66, entitled "Nuisance Abatement" as follows:

66.01 DEFINITIONS.

As used in this chapter, the following terms are defined:

1. "Abatement: The removal, discontinuation, or correction of a nuisance.
2. "County Infraction" means, except for those provisions specifically provided under State law as a felony, an aggravated misdemeanor, or a serious misdemeanor or a simple misdemeanor under Chapters 687 through 747 of the Code of Iowa, the commission of any act prohibited or declared to be unlawful, an offense or a misdemeanor by this Code of Ordinances, or any ordinance or code herein adopted by reference, or the omission or failure to perform any act or duty required by this Code of Ordinances or any ordinance or code herein adopted by reference, is punishable by civil penalty as provided herein.
3. Enforcement Officer: The individual designated by the Board of Supervisors to enforce the provisions of this Chapter, or such designee thereof.
4. Nuisance: Whatever is injurious to health, indecent, or unreasonably offensive to the senses, or an obstruction to the free use of property, so as essentially to interfere unreasonably with the comfortable enjoyment of life or property, which shall include, without limitation, the following:
 - a. Any nuisance as described by Iowa Code Chapter 657 (2019), which is incorporated by this reference;
 - b. Discarding or causing to be discarded, placed, thrown, deposited, or dropped any solid waste on any county land, county right-of-way, or land owned by private property located within the county;
 - c. Causing an accumulation of refuse, to the prejudice of others;
 - d. Maintaining any structure which is in such a dilapidated condition that it is unfit for human habitation or the use for which it was constructed; kept in such an unsanitary condition that is a menace to the health of people residing therein or in the vicinity thereof, or any building that is defined as abandoned or a public nuisance by Iowa Code Chapter 657A (2019);
 - e. Maintaining facilities for the storage or processing of sewage which do not comply with the Jasper County Board of Health regulations;
 - f. Fences or retaining walls that are not structurally sound or which are deteriorating as may be evidenced by leaning or loose elements;

- g. Maintaining conditions which are conducive to the harborage or breeding of vermin
- 5. "Repeat Offense" means a recurring violation of the same section of this Chapter.
- 6. "Solid Waste" means garbage, refuse, rubbish, litter, construction and demolition waste and other similar discarded solid or semisolid materials. Solid waste includes, but is not limited to, old tires, household appliances, furniture, mechanical equipment, construction and demolition debris, brush or yard waste, and junk or inoperable vehicles or parts of vehicles.

66.02 NUISANCES PROHIBITED.

It shall be unlawful for any person or entity to permit, maintain, or cause a nuisance upon public or private property within the County.

66.03 ENFORCEMENT.

This Chapter shall be enforced by the Director of Community Development or the Director's designee, or the County Sheriff or the Sheriff's designee.

66.04 VIOLATIONS, PENALTIES, AND ALTERNATIVE RELIEF.

A county infraction is punishable by a civil penalty as provided in this section, unless a specific schedule of civil penalties is provided for specific offenses elsewhere in the Code.

1. Schedule of Civil Penalties

| | |
|--|-----------|
| First offense | \$ 250.00 |
| Second and each additional repeat offenses | \$500.00 |

- 2. Repeat Offenses. Each day that a violation occurs or is permitted to exist by the violator constitutes a separate offense.
- 3. Alternative Relief. Seeking a civil penalty as authorized in this chapter does not preclude a county from seeking alternative relief from the court in the same action. Such alternative relief may include, but is not limited to, an order for abatement or injunctive relief.

66.05 CIVIL CITATIONS.

Any officer authorized by the County to enforce this Chapter may issue a civil citation to a person who commits a county infraction. The citation shall be served and filed in accordance with the provisions of Iowa Code § 331.307 (2019).

66.06 CRIMINAL PENALTIES.

This chapter does not preclude a peace officer from issuing a criminal citation for a violation of this Code of Ordinances or regulation if criminal penalties are also provided for the violation. In addition, this chapter does not preclude or limit the authority of the County to enforce the provisions of this Code of Ordinances by criminal sanctions or other lawful means.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. Jurisdiction. This ordinance shall apply in any unincorporated area within Jasper County, Iowa and within any unincorporated town or city without any applicable ordinance covering the subject matter herein regulated.

SECTION 5. Effective Date. This ordinance shall be in full force and effect from and after the date of passage and publication as required by law.

Passed and approved this _____ day of _____, 2019 following three readings (or due waiver thereof in the manner allowed by law).

| Supervisor | Aye | Nay |
|-----------------|-----|-----|
| Denny Carpenter | | |
| Doug Cupples | | |
| Brandon Talsma | | |

First Reading Passed: _____

Second Reading Passed: _____

Third Reading Passed: _____

Denny Carpenter, Chairperson Jasper
County Board of Supervisors

ATTEST:

Dennis K. Parrott, Auditor




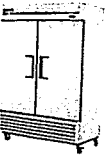
Quote

05/13/2019

Project:
Jasper County Courthouse-Adam/2-
door refrigerator


From:
Trimark-Hockenbergs Des Moines
JP Paul
6000 Aurora Ave.
Des Moines, IA 50322
5152820033
5152820033 (Contact)

Job Reference Number: 3791

| Item | Qty | Description | Sell | Sell Total |
|------|------|--|--------------------|-------------------|
| 1 | 1 ea | REACH-IN REFRIGERATOR  Hoshizaki Model No. CR2S-FS (DISCONTINUED - CHECK DISTRIBUTOR FOR AVAILABILITY) Commercial Series Refrigerator, reach-in, two-section, 50.5 cu. ft., self-contained refrigeration, solid state digital controller with temperature alarms & LED display, stainless steel exterior front & sides, stainless steel interior, full height solid hinged doors, (6) 24" x 24-3/4" adjustable shelves, (4) 4" heavy duty casters (2 with brakes), 1/4 HP, NEMA 5-15P, cETLus, ETL-Sanitiation, ENERGY STAR® 1 ea Warranty: 3-Year parts & labor on entire machine 1 ea Warranty: 5-Year parts on compressor 1 ea 115v/60/1-ph, 7.0 amps, standard 1 ea Left door hinged on left, standard 1 ea Right door hinged on right, standard 1 st Casters, 4" (set of 4), standard | \$3,190.00 | \$3,190.00 |
| | | | ITEM TOTAL: | \$3,190.00 |
| 2 | 1 ea | REACH-IN REFRIGERATOR  True Manufacturing Co., Inc. Model No. T-49-HC Refrigerator, Reach-in, two-section, stainless steel doors, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, (6) adjustable PVC-coated wire shelves, interior lighting, 4" castors, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1, 5.4 amps, NEMA 5-15P, MADE IN USA, cULus, UL EPH Classified, CE 1 ea Self-contained refrigeration standard 1 ea Warranty - 5 year compressor (self-contained only), please visit www.Truemfg.com for specifics 1 ea 4" Swivel castors, standard (adds 5" to OA height) 1 ea Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics 1 ea Left door hinged left, right door hinged right standard | \$4,200.00 | \$4,200.00 |
| | | | ITEM TOTAL: | \$4,200.00 |
| 3 | 1 ea | REACH-IN REFRIGERATOR | \$4,250.00 | \$4,250.00 |

Good

Better

| Item | Qty | Description | Sell | Sell Total |
|---|------|--|-------------------------------------|--------------------|
|  | | Traulsen Model No. G20010 Dealer's Choice Refrigerator, Reach-in, two-section, 46.0 cu. ft., self-contained refrigeration with microprocessor control, stainless steel front & full height doors (hinged left/right), anodized aluminum sides & interior, (3) epoxy coated shelves per section (factory installed), LED interior lights, 6" high casters, 1/3 HP, cETLus, NSF | | |
| | 1 ea | 3 year parts & labor and 5 year compressor warranty, standard | | |
| | 1 ea | 115v/60/1ph, 7.4 amps, NEMA 5-15P, standard | | |
| | | | ITEM TOTAL: | \$4,250.00 |
| 4 | 1 ea | DELIVERY Custom Model No. DMDEL Deliver & set in place | \$150.00 | <Optional> |
| | | | ITEM TOTAL: <Optional> | \$150.00 |
| 5 | 1 ea | DELIVERY Custom Model No. HOCREMOVAL Remove & recycle old unit. | \$50.00 | <Optional> |
| | | | ITEM TOTAL: <Optional> | \$50.00 |
| | | | Merchandise | \$11,640.00 |
| | | | Subtotal | \$11,640.00 |
| | | | Tax 6% | \$698.40 |
| | | | Total | \$12,338.40 |

Best

Standard Contract Terms & Conditions

All quotations are subject to approval by the company. The above listed prices shall be firm for 30 days. Prices shown in this quotation are for specific items, quantities, and lead times indicated.

Prices are subject to change if all of the items are not ordered, if quantities ordered differ, or if adequate lead-time is not allowed.

The prices shown in this quotation DO/DO NOT include freight charges which will be added to our invoice. This quotation does not include any fees for local permits or licenses that may be required by your municipality or state.

The prices shown in this quotation DO/DO NOT include applicable taxes, which will be added to our invoice unless a valid certificate of exemption is provided by you. Please be advised that, under state law, some items may still be taxable. In states where TriMark Hockenbergs is not registered to collect Sales Tax, it is the buyer's responsibility to pay any applicable Use Tax due to the state.

Payment terms are 50% due at time of order and 50% due prior to delivery. We do not accept credit card payments on projects. Please be advised that a 1.5% per month FINANCE CHARGE will begin to accrue upon expiration of the above payment terms. This will amount to 18% annually.

It is our understanding that you are requesting delivery of the items on this order during the week of {T.B.D.} if this date is not correct or is missing, please provide us with a scheduled delivery date _____. If an alternative date is not provided, the date specified above is considered confirmed. In the event that the delivery date is delayed by you, or any party other than TriMark Hockenbergs, for more than two (2) weeks from the agreed upon date, you hereby agree that TriMark Hockenbergs will bill you for "stored materials".

You also agree that any payments originally due "upon delivery" will become immediately due and payable. For valuable consideration, receipt of which is hereby acknowledged, you hereby grant to TriMark Hockenbergs a security interest in the equipment described herein and any and all additions and accessories thereto, to secure payment of the total debt and any and all other obligations to TriMark Hockenbergs under this agreement. The security interest created

Trimark-Hockenbergs Des Moines

05/13/2019

hereby shall terminate when obligations have been paid in full.

You hereby authorize TriMark Hockenbergs to file any UCC financing statement that it deems necessary to perfect its security interest.

On capital purchases, we require a perfected security interest in the goods until they have been paid for in full. TriMark Hockenbergs will handle all of the necessary U.C.C. filings and pay for any costs associated with these filings. Upon failure of you to promptly pay or perform any of the obligations or any covenants contained or referred to herein, TriMark Hockenbergs may, at its option, declare all of the obligations immediately due and payable and then shall have all of the remedies of a secured party under the Uniform Commercial Code of the state where the equipment is located. Such remedies shall include, but are not limited to, the right to take possession of the equipment. Expenses related to repossessing, holding, repairing, or reselling the equipment, including any collection costs, reasonable attorney's fees and legal expenses, shall be the responsibility of the buyer.

No warranty of merchantability or fitness for a particular purpose, or other warranty, express, implied or statutory, nor any affirmation of fact or promise is made by Seller with respect to the goods which are sold pursuant hereto.

TRIMARK HOCKENBERGS SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES OR EXPENSES, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS, OR FROM ANY OTHER CAUSE RELATING THERETO. TriMark Hockenbergs' liability hereunder and Buyer's exclusive remedy hereunder is expressly limited to the replacement (in the form originally shipped) of goods not complying with this Agreement or, at TriMark Hockenbergs' election, to credit Buyer with an amount equal to the purchase price of such goods, whether claims are for breach of warranty, negligence or otherwise.

If you are in agreement with the aforementioned terms, prices, specifications and conditions, please sign a copy of this contract and return it to the undersigned at our offices, accompanied by any required advance payment.

Thank you for the opportunity to offer our quotation. We look forward to receiving your valued order.

TriMark Hockenbergs

Acceptance _____ Date _____

Print Name _____

Company Name _____

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$12,338.40



BROOKER CORPORATION



PLUMBING, HEATING & AIR CONDITIONING
200 N. 8TH AVE. E.
P.O. BOX 1022
NEWTON, IOWA 50208
PHONE: 641-792-2387 FAX: 641-792-4748
www.brookermech.com



PURCHASER: Jasper County **PHONE:** _____
LOCATION: Law Enforcement Center **CITY:** Newton **STATE:** IA **ZIP:** 50208

RE: Replace 3 A.O Smith Hot Water Heaters
ATTN: Adam Sparks

We propose to furnish material and labor for the referenced project:

- 3 State CCY100G 199.9 MBH Natural Gas Hot Water Heater (NON- ASME)
- Connect to existing services

Total Price \$ 22,487.00

Thank you for the opportunity to quote this project. If you have any questions, please contact our office.

EXISTING MATERIALS BEING REPLACED TO BECOME PROPERTY OF: BROOKER CORPORATION

OUR WORK WILL BE PERFORMED IN THE HIGHEST WORKMAN-LIKE MANNER AND WILL COMPLY WITH EXISTING GOVERNING CODES AND REGULATIONS. ALL LABOR FURNISHED BY US WILL BEAR A ONE YEAR WARRANTY FROM DATE OF INSTALLATIONS. FIXTURES AND EQUIPMENT FURNISHED BY US WILL CARRY WARRANTIES OF MANUFACTURES AND WILL BE EXPLAINED PRIOR TO ACCEPTANCE OF PROPOSAL OR AS LISTED BELOW.

PRICE AND TERMS: THE BELOW AMOUNT IS DUE AND PAYABLE UPON COMPLETION OF WORK PERFORMED. INTEREST AT 1.5% PER MONTH(18% ANNUALLY) WILL BE CHARGED ON ALL PAST DUE AMOUNTS WITH A MINIMUM CHARGE OF 50 CENTS FOR ANY BALANCE UNDER \$35.00.

THE PRICE IS SUBJECT TO CHANGE AFTER 30 DAYS FROM THE DATE OF THE PROPOSAL UNLESS SIGNED BY BOTH THE CONTRACTOR AND PURCHASER.

| | | | |
|--|------------------|-------------------|-------|
| CONTRACTOR: BROOKER PLUMBING & HTG. | | PURCHASER: | |
| BY: Terry Purvis | DATE: 06/14/2019 | BY: | DATE: |

Brookwood Incorporated

409 N 23rd Ave W PO Box 826
Newton, Iowa 50208
(641) 792-1186
Fax (641) 792-1063

June 10, 2019

Jasper County Jail
2300 Law Center Dr.
Newton, IA 50208

641-521-8844

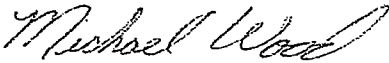
To install 3 state commercial water heaters, SSUF100199NEE 100 gal 199 BTU'S. Remove and dispose of old units. Reconnect water lines, gas line and electrical. Units are not AMSE.

Pay Brookwood \$24,940.00

Thank you for the opportunity to bid this project and if you have any questions please give me a call.

Terms: Tax is assumed in quote. Payment is due upon date of receipt. Quote is guaranteed for 30 days. Permit fees not included.

Thank You,
Brookwood, Inc.



Michael D Wood
MDW/bnb

Mechanical System Recommendation

Date: 6/12/2019
Job Name: Jasper Co. Jail Water Heaters



To: Jasper Co. Law Enforcement Center
Attn: Adam

Items Included In Recommendation

| | | | |
|-----------------------|-----|------------------|-----|
| Installation Material | Yes | Cutting | No |
| Installation Labor | Yes | Patching | No |
| Electrical Wiring | Yes | Digging | No |
| Necessary Plumbing | Yes | Required Permits | No |
| Gas Piping | Yes | Vent Piping | Yes |

We recommend the following equipment:

(3) A.O. Smith BTH-199 natural gas water heaters. These water heaters are NOT ASME rated
Includes materials and labor to install.

Total Installed Cost Excluding Tax = \$24,868.00

Accepted By: _____

Date: _____

Thank you,
Jack Reeves
Warnick & Reeves Mechanical
641-792-1414

Thank you for the opportunity to quote this bid.

Existing equipment being replaced, if any, to be property of _____

(Dealer / Purchaser)

Prepared By: Lissa Koop - Interstate Power and Light Company – PO Box 351 – Cedar Rapids, IA 52406 (319) 786-4514
Return To: Cameron Touro – JCG Land Services Inc. – 1921 51st St. NE – Cedar Rapids, IA 52402 (319) 362-3507

SPACE ABOVE THIS LINE FOR RECORDER

ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, JASPER COUNTY ("Grantor(s)"), ADDRESS: P.O. Box 944, Newton, IA 50208 do(es) hereby warrant and convey unto Interstate Power and Light Company, an Iowa Corporation, its successor and assigns, ("Grantee"), a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an electric and telecommunications line or lines, consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, appurtenances, equipment and construction (collectively, the "*Line*" or "*Lines*") for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, over, under and across the following described lands located in the County of Jasper and the State of Iowa:

See attached Exhibits "A" and "B", pages 3 and 4

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose. Grantor hereby warrants that it is the fee simple owner of said premises and has full authority to execute this easement.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above which would result in a violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the line as determined by Grantee in its sole and absolute discretion.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of, or which in falling might touch the Line or Lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines, over lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Signed this _____ day of _____, 20____.

GRANTOR(S): Jasper County

By: _____

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared

_____ to me personally known

or _____ provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in 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.

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

My Commission Expires: _____

CAPACITY CLAIMED BY SIGNER

 INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officers(s):

 N/A
 Corporate Seal is affixed
 No Corporate Seal procured

 PARTNER(s)
 Limited Partnership
 General Partnership

 ATTORNEY-IN-FACT
 EXECUTOR(s),
 ADMINISTRATOR(s),
 or TRUSTEE(s);
 GUARDIAN(s)
 or CONSERVATOR(s)
 OTHER

SIGNER IS REPRESENTING:

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

Jasper County

Exhibit "A"

The easement area being Five (5) feet each side of the centerline of facilities as built, more particularly described on Exhibit "B" and being a part of the following described real estate:

A strip of land 100 feet in width extending over and across the East Half of the Southeast Quarter of Section 15, Township 81 North, Range 20 West of the Fifth Principal Meridian, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Wisconsin, Iowa and Nebraska Railway Company (later the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 15.

ALSO:

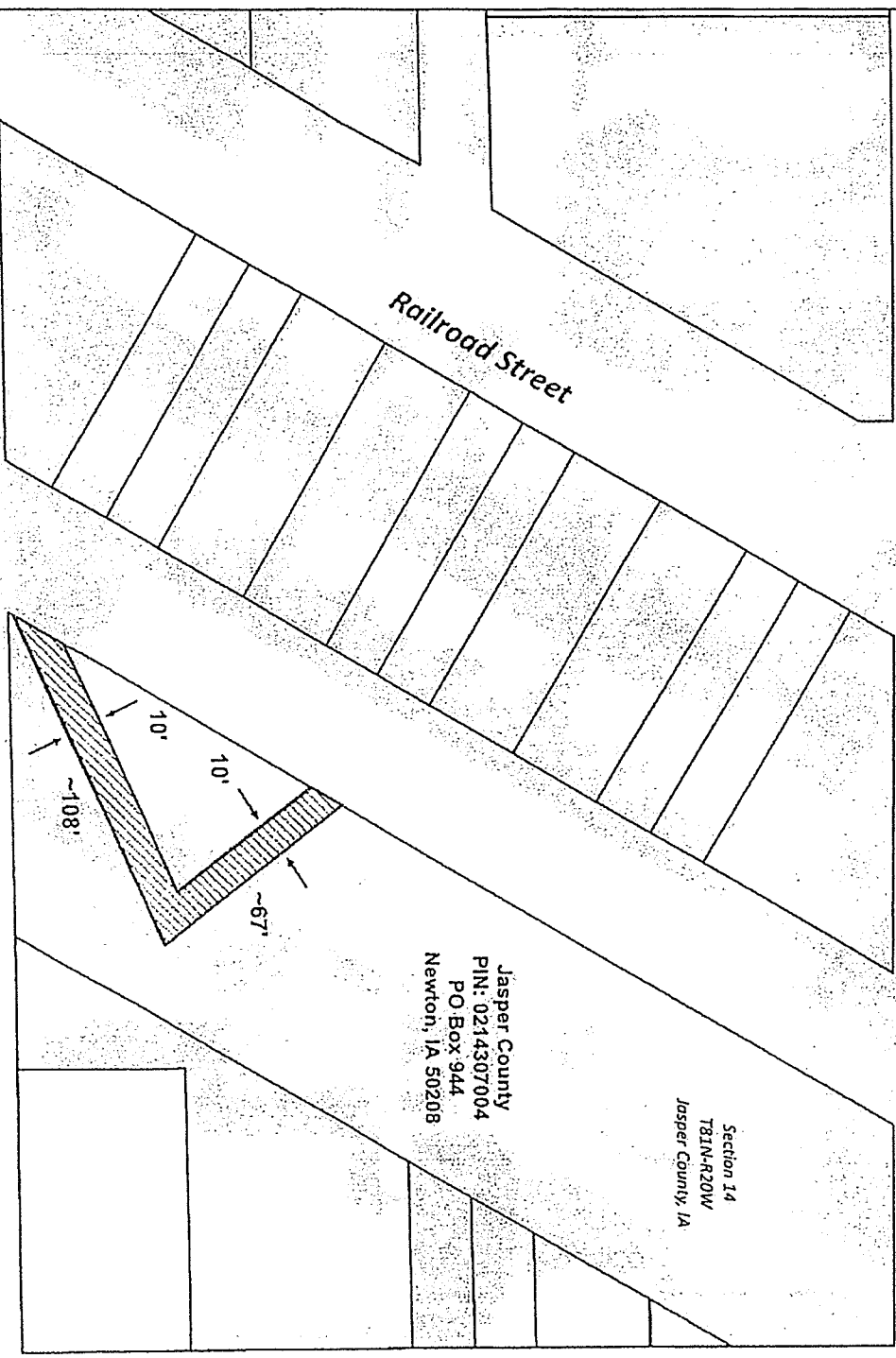
That part of the West Half of the Southwest Quarter of Section 14, Township 81 North, Range 20 West, of the Fifth Principal Meridian, bounded and described as follows: Beginning at the point of intersection of the West line of South Main Street with the South line of Station Street; thence Westerly along said South line of Station Street a distance of 130 feet, more or less, to a point distant 9.5 feet North-westerly, measured at right angles, from the center line of the most Northwesterly side track of the Chicago and North Western Transportation Company (formerly the Chicago Great Western Railway Company), as said side track (now removed) was originally located and established; thence Southwesterly parallel with said side track center line a distance of 320 feet, more or less, to a point distant 30 feet Northwesterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company (formerly the Chicago Great Western Railway Company), as said main track was originally located; thence Southwesterly parallel with said last described main track center line a distance of 370 feet, more or less; thence Northwesterly at right angles to the last described course a distance of 20 feet to a point distant 50 feet Northwesterly, measured at right angles, from said original main track center line; thence Southwesterly parallel with said main track center line to a point in the west line of said Section 14; thence Southerly along said West line of Section 14 a distance of 210 feet, more or less, to a point on a line distant 50 feet Southeasterly, measured radially, from the center line of the main track of the Chicago and North Western Transportation Company (formerly the Chicago Great Western Railway Company), as said main track center line was originally located and established over and across said Section 14; thence Northeasterly parallel with said main track center line to appoint on the South line of State Street to a point on a line distant 75 feet Southeasterly, measured at right angles, from said original main track center line; thence Northeasterly parallel with said main track center line a distance of 340 feet, more or less, to a point on the West line of South Main Street; thence Northerly along said West line of Main Street a distance of 45 feet, more or less, to the point of beginning.

W Station Street

Railroad Street

W State Street



N Main Street



Jasper County
 PIN: 0214307004
 PO Box 944
 Newton, IA 50208

Section 14
 T81N-R20W
 Jasper County, IA

This drawing shall be used
 solely for easement description
 purposes and thus may only be
 relied upon for such purpose.

Exhibit B
 1 in = 50 ft

 Easement Area



Alliant Energy
200 First Street SE
P.O. Box 351
Cedar Rapids, IA 52406-0351

1-800-ALLIANT (800-255-4268)
alliantenergy.com

Memorandum of Understanding

This agreement is entered into on this 11TH day of JUNE, 2019 by and between the undersigned Owner and Interstate Power and Light Company, an Iowa corporation with offices at 200 First Street SE, Cedar Rapids, Iowa and hereinafter referred to as IPL.

NOW THEREFORE, IPL and the Owner have set forth the terms and conditions of their agreement herein.

1. IPL agrees to install the 450 foot underground line extension to the Jasper County Conservation property located at 2706 E 146th St N near Grinnell in the spring of the year 2020, in exchange for the signing of the easement for IPL to install electric facilities for an underground crossing of the former railroad right-of-way that is currently the parking lot for the Chichaqua Valley Trail, in Baxter, as part of the 2019 Baxter project.
2. Jasper County Conservation will need to coordinate with IPL and their electrician to establish a new underground metering point of delivery at 2706 E 146th St N near Grinnell for IPL to connect to. Jasper County Conservation will be responsible for the cost of the electrician.

Dated: JUNE 11TH, 2019

Interstate Power and Light Company

Handwritten signature of Matt Hause in black ink, written over a horizontal line.

Owner

June 11, 2019

Tuesday, June 11, 2019 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma, Cupples and Carpenter present and accounted for; Chairman Carpenter presiding.

Planning and Zoning Administrator Nick Fratzke presented to the Board two rezoning requests.

Motion by Talsma and seconded by Cupples to approve the Request for Rezoning made by David Ditzler of A&D Rentals, LLC on the following property: 13420 HWY 6 E, Oakland Acres, more specifically described as Tract 8 rods X 31 rods 13'6" SW COR SE SW EX N 155' and EX OAKLAND ACRES PLATS 1&2, Section 22, Township 80, Range 17, of the 5th P.M. containing approximately 1.37 acres. To be rezoned from "A" to "C" in order to allow a commercial storage unit facility to be operated.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Talsma and seconded by Cupples to approve the Request for Rezoning made by Derek Webb on the following property: Approximately 4 net acres total, approximately 2 net acres from the SW NW EX Parcels C & E, Section 31, Township 80, Range 21, of the 5th P.M. containing approximately, and approximately 2 net acres from NW FRL NW FRL EX Parcels A & B & D Section 31, Township 80, Range 21, contingent upon approved plat of survey. To be rezoned from "A" to "RR" to allow for a single family residence.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Talsma and seconded by Cupples to adopt Resolution 19-48 a hiring resolution certifying the following to the Auditor for payroll implementation:

| <u>DEPARTMENT</u> | <u>POSITION</u> | <u>EMPLOYMENT</u> | <u>PAY RATE</u> | <u>RANGE/STEP</u> | <u>EFFECTIVE DATE</u> |
|-------------------|-----------------|-------------------|-----------------|--|-----------------------|
| Secondary Roads | Skilled Laborer | Darin Wing | \$21.81 | Hire-in Rate Non-Progressive Union Scale | 07/01/2019 |

YEA: CUPPLES, CARPENTER, TALSMA

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

Motion by Talsma and seconded by Cupples to approve Board of Supervisors minutes for 06/04/2019.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Talsma and seconded by Cupples to adjourn the Tuesday, June 11, 2019 meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, CUPPLES, TALSMA

Dennis K. Parrott, Auditor

Denny Carpenter, Chairman