

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

July 2nd 2019

9:30 a.m.

**Pledge of Allegiance**

- Item 1          Public Hearing – Planning & Zoning – Nick Fratzke**
  - a) Ordinance Amending Code – Enforcement and Penalties
  - b) Ordinance Creating Chapter 65, Illegal Dumping
  
- Item 2          Building & Grounds – Adam Sparks**
  - a) Cooler Replacement Proposals
  
- Item 3          Approval of Liquor Licenses**
  - a) Temporary License for Greencastle Tavern Inc
  - b) Temporary License for Baxter Fun Days Committee
  
- Item 4          ICAP – Commitment to Continue Membership**
  
- Item 5          Appropriation Resolution FY 19/20**
  
- Item 6          Approval of Board of Supervisors Minutes for 6/25/19**

**PUBLIC INPUT & COMMENTS**

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

01588978-1\10113-1000

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





# BROOKER CORPORATION



PLUMBING, HEATING & AIR CONDITIONING

200 N. 8<sup>TH</sup> 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

**ATTN:** Adam Sparks

**RE:** Replace Condensing Unit and Evaporator for Cooler

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

- Bohn Condensing unit BZT008M6C
- Bohn Evaporator- QRC controls at Evaporator ADT090AEQRC6K
- Line set
- Dryer- Sight glass
- Wall bracket
- Freon
- Wiring

\*\*Electrical wiring will be extended to new condenser location by owner

**Total Price \$ 6,447.00**

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:** 06/25/2019

**BY:**

**DATE:**

**PROPOSAL**

**Customer:** Jasper County (251210)  
Jasper County Jail (2300)  
2300 Law Center Drive  
Newton, IA 50208-8255

**Date:** 6/25/2019  
**Quote #:** 109976.1

**Customer PO:**  
**Work Order:**

**Attention:** Adam Sparks  
Jasper County

**Project:** Replace Walk In Cooler Refrigeration

**We propose to furnish the materials and/or perform the work described below:**

Replace walk in cooler condenser and evaporator with similar 208/230-3 phase Larkin condensing unit with wall mount support, 208/240 volt Larkin evaporator with QRC control and electric defrost. Electrical by others. Includes removal of existing equipment.

**We have included the following:**

- All labor during regular business hours
- Final adjustment and calibration of equipment
- Units are in stock at factory and has free delivery every Wednesday
- Removal of existing cooler units

**We have not included:**

- All work not specifically stated in this proposal
- Electrical. \*Evaporator goes to 208/230 single phase with electric defrost\*
- Parts or labor from original call
- Next day or Express shipping is not included
- Building repair from existing lineset

**All for the sum of:** eight thousand six hundred twenty-one dollars and ninety-three cents  
**\$8,621.93**

This proposal is subject to the terms and conditions as shown on the attached page.  
This quote is good for 30 (thirty) day(s).

Purchaser's Acceptance:  
**Jasper County Jail**

Respectfully Submitted:  
**The Waldinger Corporation**



6/25/2019

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Tony Fleck  
\_\_\_\_\_  
Printed Name

## TERMS AND CONDITIONS

### **1. SCOPE OF WORK**

This Proposal, upon notice to proceed by the Purchaser, shall constitute the entire Agreement between The Waldinger Corporation and the Purchaser and supersedes any prior representations or understandings. No change or modification of any of the terms and conditions stated herein shall be binding upon The Waldinger Corporation unless accepted by The Waldinger Corporation in writing.

Unless it is specifically noted otherwise, The Waldinger Corporation's obligation under this Agreement expressly excludes any work or service associated with clean up, control, removal or disposal of environmental hazards or dangerous substances including but not limited to asbestos or PCB's discovered in or on the premises.

Unless it is specifically noted otherwise, this Proposal is based upon the use of straight time labor only.

### **2. INVOICING AND PAYMENTS**

The Waldinger Corporation may invoice Purchaser monthly for all materials delivered to the jobsite or to an off-site storage facility and for all work performed on-site and off-site. Purchaser agrees to pay The Waldinger Corporation the amount invoiced upon receipt of invoice. Invoices not paid within 30 days of the invoice date will be considered delinquent and subject to a service charge and interest computed at the maximum allowable legal interest rate.

The Purchaser agrees that he will pay and reimburse The Waldinger Corporation for any and all reasonable attorney's fees or other costs which are incurred by The Waldinger Corporation in the collection of the amounts due and payable hereunder.

### **3. WARRANTY**

The Waldinger Corporation warrants and agrees to replace any of its workmanship which is disclosed within a period of 30 Day(s) after the performance thereof to be defective. The Waldinger Corporation warrants materials and parts purchased by The Waldinger Corporation from others only to the extent the same are warranted by the suppliers thereof.

### **4. TAXES**

The price stated in this proposal includes any applicable taxes unless specifically noted otherwise. Purchasers shall pay any and all taxes as required by federal, state or local law.

### **5. COMPLIANCE WITH LAWS**

The Waldinger Corporation shall comply with all applicable federal, state or local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

### **6. LIABILITY**

The Waldinger Corporation shall indemnify the Purchaser from liabilities, losses or damages which may arise in connection with the execution of the work herein specified, and which are caused solely by the negligent act or omission of The Waldinger Corporation. Notwithstanding the foregoing, in no event shall The Waldinger Corporation be liable for any special, indirect or consequential damages which may arise in any manner in connection with the execution of the work, nor shall The Waldinger Corporation's liability under this indemnification exceed the greater of \$25,000.00 or the price of the work stated in this Proposal.

The Waldinger Corporation shall not be liable for any delay in the performance of the work resulting from or attributable to acts or circumstances beyond The Waldinger Corporation's control, including, but not limited to, acts of nature, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, owner, or other contractors or delays caused by suppliers or subcontractors of The Waldinger Corporation.

# Mechanical System Recommendation

Date: 6/13/2019  
 Job Name: Cooler, Condenser, Evaporator  
 & Piping Replacement  
 At: Jasper Co. Jail  
 To: Jasper Co. Law Enforcement Center  
 Attn: Adam



Items Included In Recommendation			
Installation Material	Yes	Cutting	Yes
Installation Labor	Yes	Patching	Yes
Electrical Wiring - Evap Only		Digging	No
Necessary Plumbing - Condensate		Required Permits	Yes
Gas Piping	No	Vent Piping	No

We recommend the following equipment:

- Bohn BZT008M6C-W/LLFDSG/ADJ control Condensing Unit
- Bohn ADT090AEQRC6K EC Motor with QRC R404a 10F+25FSST Evaporator
- Wall Bracket - New refrigeration lines and electrical to evaporator included in this quote.
- Condensing unit Electrical BY OTHERS - NOT Included in this quote
- Total Installed Cost Excluding Tax = \$7,168.00**

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 will remove  
 (Dealer / Purchaser)



## Commitment to Continue Membership

I, Jasper County, do hereby affix my signature to this form and promise to submit the contribution of \$239,212.00 (less attached vouchers if applicable) by July 2<sup>nd</sup> 19. In order to fulfill this commitment, our payment will be received by the Iowa Communities Assurance Pool, at the address on this form, no later than July 14<sup>th</sup> 2019.

Printed Name

*X Dennis Simon*

Signature

*Dennis Simon*

Date

*6/26/19*

Iowa Communities Assurance Pool  
5701 Greendale Road  
Johnston, IA 50131



Iowa Communities Assurance Pool

### Anniversary Information Acknowledgement

The undersigned representative of the Jasper County acknowledges that he/she:

Reviewed the information provided on all Iowa Communities Assurance Pool applications and all applicable supplemental applications.

Reviewed all applicable property and vehicle schedules.

Confirms, to the best of his/her knowledge, that all information provided is complete and accurate.

Reviewed the optional coverage(s) offered by the Iowa Communities Assurance Pool for increased limits. After consideration of the coverage(s) offered and the contribution for same, Jasper County has elected to:

Waive any and all coverage(s) and any applicable contribution charges. Jasper County understands that to add increased limits coverage in the future, it will be subject to Iowa Communities Assurance Pool's approval and underwriting guidelines at the time of the request and that such request must be made in writing. In addition, Jasper County will not hold the Iowa Communities Assurance Pool responsible for this decision to waive optional coverage(s).

Accept the increased limits: Current Limits \$800,000  
(Limit of Liability Accepted)

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by the undersigned duly authorized officer of the Governmental Subdivision Jasper County indicated below:

By: *[Signature]*

Title: Director of Human Resources

Member: Jasper County

Member Number: 0427

Anniversary Date: 07/01/2019



Member Proxy

Be it known, that the undersigned representative of the Governmental Sub-Division (hereafter referred to as MEMBER) by resolution of the governing body, a copy of which is attached hereto, hereby nominates and appoints the following individual and alternate to represent the MEMBER with the Iowa Communities Assurance Pool (hereinafter referred to as the POOL). The individual and alternate shall act as liaison between MEMBER and the POOL for the purposes of relating risk reduction and loss control information, and any other loss information or instructions concerning the obligations of the MEMBER imposed by signing the Iowa Risk Management Agreement and the rules and regulations established thereunder, to the same extent and with like effect as the undersigned thereunder, to the same extent as the undersigned could do if personally present and the undersigned does hereby ratify and confirm and adopt all action done or taken by the individual or alternate.

Primary Contact: Dennis Simon Title: Director of H.R. Address: 101 1st St. North City, State, Zip: Newton, IA 502080399 Email: hr@co.jasper.ia.us Telephone: 6417926195
Alternate Contact: Dennis Parrott Title: Auditor Address: 101 1st St. North City, State, Zip: Newton, IA 502080399 Email: Telephone: 6417926195

In witness whereof, this proxy was executed on the \_\_\_ day of \_\_\_, in the year \_\_\_, by the undersigned duly authorized officers of the Governmental Subdivision indicated below:

Governmental Subdivision: Jasper County

Member ICAP #: 0427

By: [Signature] Title: Director of Human Resources By: \_\_\_\_\_

(City Clerk/County Auditor/Board Secretary)

RESOLUTION NO. \_\_\_\_\_

APPROPRIATION RESOLUTION

WHEREAS, it is desired to make appropriations for each of the different officers and departments for the fiscal year 2019-2020 in accordance with Section 331.434, subsection 6, of the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF SUPERVISORS OF JASPER COUNTY, IOWA

Section 1. Amounts authorized for the fiscal 2019-20 budget adopted March 12, 2019, are hereby appropriated to the departments or offices as itemized in the attached schedule, pursuant to the Code of Iowa, Section 331.434, subsection 6.

Section 2. Subject to the provisions of other county procedures and regulations, and applicable state law, the appropriations authorized under Section 1 shall constitute authorization for the department or officer listed to make expenditures or incur obligations from the itemized fund, effective July 1, 2020.

Section 3. In accordance with Section 331.437, Code of Iowa, no department or officer shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money for any purpose in excess of the amounts appropriated pursuant to this resolution.

Section 4. If at any time during the 2019-20 budget year the Auditor shall ascertain that the available resources of a fund for that year will be less than said fund's total appropriations, the Auditor shall immediately so inform the Board and recommend appropriate corrective action.

Section 5. The Auditor shall establish separate accounts for the appropriations authorized in Section 1, each of which account shall indicate the amount of the appropriation, the amounts charged thereto, and unencumbered balance. The Auditor shall report the status of such accounts to the applicable departments and officers monthly during the 2019-20 budget year.

Section 6. All appropriations authorized pursuant to this resolution lapse at the close of business June 30, 2020.

ATTACHMENT

01-Board of Supervisors	\$	3,227,175
02-Auditor	\$	986,776
03-Treasurer	\$	938,588
04-Attorney	\$	1,169,102
05-Sheriff	\$	5,976,965
07-Recorder	\$	392,750
14-Attorney's Forfeiture	\$	900
15-Sheriff's Forfeiture	\$	8,000
20-Engineer	\$	9,773,250
21-Veterans Affairs	\$	186,209
22-Conservation	\$	3,055,470
23-Board of Health	\$	1,116,635
25-Dept of Human Services	\$	80,100
31-District Court	\$	217,300
33-County Library	\$	147,000
38-Elderly Nutrition	\$	584,764
50-Human resources	\$	161,418
51-Maintenance	\$	2,351,954
52-Information Systems	\$	698,175
53-Planning & Zoning	\$	205,378
54-Economic Development	\$	82,988
55-Geographic Info Systems	\$	75,000
59-Community Services	\$	234,700
60-Mental Health	\$	930,425
99-Nondepartmental	\$	1,000

Grand Total \$ 32,602,022

Resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Denny Carpenter, Chairman

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



June 25, 2019

Tuesday, June 25, 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.

Motion by Cupples and seconded by Talsma to approve the Tobacco Permit for Exit 173, Inc.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Talsma and seconded by Cupples to approve the Tobacco Permit for the Izaak Walton League.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Talsma and seconded by Cupples to approve the appointment of Duane Brand and John Jennings to the Jasper County Cemetery Commission.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Cupples and seconded by Talsma to approve the appointment of Shane Illingworth, Casey Greene and Eunie Meyer to the Jasper County Animal Rescue League.

YEA: TALSMA, CUPPLES, CARPENTER

Jody Eaton presented the Board with 3 separate Statement of Understanding documents for staff positions for Central Iowa Community Services. Each Statement of Understanding is between the Governing Board and the individual County Board of Supervisors that will identify the individual employee, the position to be filled and the portion of the employee's wages and benefits that will be the responsibility of the Region. The costs for each position, including salary, benefits and other expenses shall be paid using regional funds currently held by Jasper County in their County Fund 10. The 3 staff positions in Jasper County that were approved are as follows:

Employee	Position	% of wages and benefits
Jody Eaton	CEO	100% (of 1FTE)
Connie McQuiston	Administrative Support	50% (of 1FTE)
Jarica White	Service Coordinator	100% (of 1FTE)

Motion by Talsma and seconded by Cupples to approve the Statement of Understanding for the 3 Jasper County staff positions.

YEA: CUPPLES, CARPENTER, TALSMA

Elderly Nutrition Director, Kelli Van Manen, presented the Board with contracts between Jasper County and the Colfax Community Senior Citizens Center, City of Monroe and Mercy One Newton Medical Center for provisions to be made by the 3 entities and Jasper County with regards to meals for Jasper County Elderly Nutrition.

Motion by Cupples and seconded by Talsma to approve the agreement between Jasper County, designated as the "Project" and the Colfax Community Senior Citizens Center designated as the "Company".

The Company will make available their dining room facilities for a sum of \$200 a month. This agreement shall be effective as of July 1, 2019 and end on June 30, 2020.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Cupples and seconded by Talsma to approve the agreement between Jasper County, designated as the "Project" and the City of Monroe designated as the "Company". The Company will make available their dining room facilities at the Monroe City Hall for a sum of \$200 a month. This agreement shall be effective as of July 1, 2019 and end on June 30, 2020.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Cupples and seconded by Talsma to approve the agreement between Jasper County Elderly Nutrition and Mercy One Newton Medical Center, also known as the Sub-Contractor, that the sub-contractor shall prepare and provide meals for the Home Delivered Meals program for each Saturday and Sunday and on the holidays of Thanksgiving Day and Christmas Day. The sub-contractor meals will be at the rate of \$6.00 each for Saturdays and Sundays and at the rate of \$6.50 each for Thanksgiving Day and Christmas Day. This agreement shall be effective as of July 1, 2019 and end on June 30, 2020.

YEA: TALSMA, CUPPLES, CARPENTER

Jasper County Engineer, Russ Stutt, presented the Board with several items for their approval.

Motion by Talsma and seconded by Cupples to adopt Resolution 19-49, approval of Title VI Non-Discrimination Resolution.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Cupples and seconded by Talsma to adopt Resolution 19-50, approval of Title VI Policy Statement Resolution.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Talsma and seconded by Cupples to adopt Resolution 19-51, approval of Jasper County Conflict of Interest Policy Resolution.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Talsma and seconded by Cupples to adopt Resolution 19-52, approval of the Establishment of a Speed Limit on E. 68<sup>th</sup> St. S. and Legion St. in Buena Vista Twp.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Talsma and seconded by Cupples to adopt Resolution 19-53, approval of the Establishment of a Speed Limit on S. 28<sup>th</sup> Ave. E. in Buena Vista Twp.

YEA: CUPPLES, CARPENTER, TALSMA

A complete copy of Resolutions 19-49, 19-50, 19-51, 19-52 and 19-53 are on file in the Office of the Jasper County Auditor.

Stutt requested approval of the Jasper County Procurement Policy and the Fraud Reporting Policy.

Motion by Talsma and seconded by Cupples to approve the Jasper County Procurement Policy.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Cupples and seconded by Talsma to approve the Jasper County Fraud Reporting Policy.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Talsma and seconded by Cupples to table the approval of quotes for Microsoft Surfaces.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Cupples and seconded by Talsma to approve the minutes as written for the Tuesday, June 18, 2019 Jasper County Board of Supervisor's Meeting.

YEA: CARPENTER, TALSMA, CUPPLES

There were no public comments or input.

Motion by Talsma and seconded by Cupples to enter into a Closed Session in accordance with Iowa Code 21.5 C "To discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent..."

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Talsma, seconded by Cupples to come out of closed session.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Talsma, seconded by Cupples to adjourn the Tuesday, June 25, 2019 meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, CUPPLES, TALSMA

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Tina Mulgrew, Deputy Auditor

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Denny Carpenter, Chairman