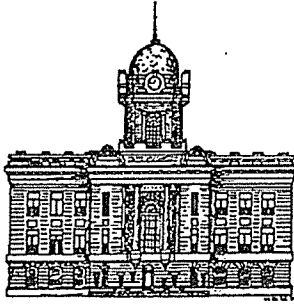


# Jasper County, Iowa

**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)

**August 20th 2019**

**9:30 a.m.**

**Pledge of Allegiance**

- Item 1      Public Hearing Second Reading of Ordinance 65 to Regulate the Operation of All-Terrain and Off-Road Utility Vehicles in Jasper County**
  
- Item 2      Public Hearing for Limited Site Usage License Agreement with Iowa Regional Utilities Assc.**
  
- Item 3      Newton Athletic Booster Club – Use Of North West Corner of Courthouse Lawn During Homecoming Parade, Sept. 19 and Use of Generator.**
  
- Item 4      Engineer – Russ Stutt**
  - a) Resolution of Jasper County Public Roadway**
  - b) Approve DOT Agreement**
  
- Item 5      Approval of Claims for period ending 8/20/2019**
  
- Item 6      Approval of Board of Supervisors minutes for 8/13/2019**
  
- Item 7      Board Appointments**

**PUBLIC INPUT & COMMENTS**

**JASPER COUNTY**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO REGULATE THE OPERATION OF ALL-TERRAIN AND OFF-ROAD UTILITY VEHICLES IN JASPER COUNTY**

**BE IT ORDAINED BY THE BOARD OF SUPERVISORS JASPER COUNTY, IOWA:**

**SECTION 1 – PURPOSE**

The purpose of this ordinance is to designate the secondary roads within Jasper County where all-terrain vehicles and off-road utility vehicles may operate and how they must be operated.

**SECTION 2 – DEFINITIONS**

The definition of terms used in this ordinance are:

1. "All-terrain vehicle," OR "ATV" as defined by Iowa Code section 321I.1 (1)(a), means a motorized vehicle with not less than three and not more than six non-highway tires that is limited by engine displacement to less than one thousand cubic centimeters and in total dry weight to less than one thousand two hundred pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.
2. "Off-road vehicle," or "UTV" as defined in Iowa Code section 321I.1(17)(a), means a motorized vehicle with not less than four and not more than eight non-highway tires or rubberized tracks that has a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control.
3. "Roadway," as defined in Iowa Code section 321I.1, means that portion of a highway improved, designed, or ordinarily used for vehicular travel. Roadway does not include the ditch.

**SECTION 3 – OPERATION ON ROADWAYS**

It is the intent of this ordinance to keep ATV and UTV operation on Jasper County paved roads to an absolute minimum. To that end, ATVs and UTVs may be operated on Jasper County graveled public roads, with the exception of Level B and C roads. Such operation must begin after official sunrise and must cease before official sunset. In the event that there is not a permissible gravel public road opposite an intersection with a Jasper County paved road or in the event that a person residing on a county blacktop wishes to operate an ATV or UTV on the gravel roadways, ATVs and UTVs may operate on the Jasper County paved road as far as the closest Jasper County gravel public road.

If someone is required to travel on a Jasper County paved roadway the person may only do so for a reasonable distance. In order to determine whether a particular distance of travel on a paved Jasper County roadway is reasonable, the following factors may be considered: a) the

operator's starting location; b) any planned course of travel by the operator and/or any individuals the operator is riding with; c) the operator's destination; d) the operator's place of residence; e) any other pertinent factors. Regardless of the expressed factors, this distance should not exceed two miles.

#### **SECTION 4 – UNLAWFUL OPERATION**

A person shall not operate an ATV or UTV under any of the following conditions on Jasper County Roads:

1. At a rate of speed greater than the posted speed limit or greater than reasonable or proper under existing circumstances, but in no case above 35 miles per hour.
2. During that time after sunset and before sunrise.
3. In a careless manner such that it creates or causes unnecessary tire squealing, skidding, or sliding upon acceleration or stopping; or simulates a race or causes any wheel or wheels to unnecessarily lose contact with the ground or causes the vehicle to unnecessarily turn abruptly or sway.
4. Without a lighted white light to the front and lighted red light to the rear, both of which shall be installed, functional and on at all times of operation.
5. Without seatbelts when operating or riding in a side-by-side. and operated in accordance with industry standards and practices for the vehicle.
6. While under the influence of alcohol, narcotics or drugs. All laws that apply to a motor vehicle also apply to ATVs and UTVs.
7. Without liability insurance (or other proof of financial responsibility as provided in Iowa Code Chapter 321A) in an amount not less than that amount set forth in Section 5 of this Ordinance and shall carry proof of insurance on board at all times of operation. An owner or driver cited for a violation, who produces to the clerk of court prior to the person's court appearance as indicated on the citation proof that financial liability coverage was in effect for the motor vehicle at the time the person was stopped and cited, shall not be convicted of such violation and the citation issues shall be dismissed by the court. Upon dismissal, the court or clerk of court shall assess the costs of the action against the defendant named on the citation.
8. A person shall not operate an ATV or UTV on any designated riding area or designated trail unless the riding area or trail is signed as open to ATV or UTV operation.

9. A person shall not operate an ATV or UTV unless the operator is 18 years of age or older and has a valid driver's license.
10. A person shall not operate an ATV or UTV with more persons on the vehicle than it was designed to carry.
11. A person shall not operate an ATV or UTV at between September 15<sup>th</sup> and November 1<sup>st</sup> of the calendar year.
12. A person shall not operate an ATV or UTV without using proper turn signals or hand signs.
13. A person shall not operate an ATV or UTV on any County Conservation owned or managed property, including all county parks. All state park rules apply.
14. A person shall not operate an ATV or UTV on any snowmobile trails except where designated by the controlling authority and the primary snowmobile trail sponsor.
15. The operation of an ATV or UTV is only permitted on the roadway or shoulder, not in the ditch or the area between the edge of the shoulder to the bottom of the ditch.
16. A person shall have a copy of this ordinance with them at all times of operation.
17. A person shall not allow someone to operate an ATV or UTV in violation of this ordinance.
18. A person shall not operate an ATV or UTV in violation of any other County or State law.

## **SECTION 5 – IDENTIFICATION REQUIREMENTS**

Individuals who operate on gravel roadways in Jasper County must obtain an identification decal from the Office of the Jasper County Recorder. There will be a yearly fee of (\$30). The following conditions apply:

1. The individual applying for an identification decal shall be 18 years or older and possesses a valid driver's license.
2. The owner of each ATV or UTV shall be required to provide proof of ownership including but not limited to, registration and other documentation accepted by the Recorder.
3. The owner of each ATV or UTV at time of purchasing the identification decal shall be required to prove liability insurance with the minimum coverage of \$50,000 bodily

injury per person, \$100,000 bodily injury per accident, and \$50,000 property damage. The minimum coverages must be in effect during operation of an ATV or UTV.

4. Decals will be issued for ATV and UTV and are not transferable.
5. Decals shall be affixed to the rear of the vehicle so that the permit is clearly visible at all times of operation.
6. Decals will be good for one (1) calendar year and valid January 1<sup>st</sup> through December 31<sup>st</sup>.
7. The Sheriff may revoke the decal upon evidence that the owner/operator has violated the conditions of the decal or abused the privileges of being a decal holder. If the decal is revoked there will be no refund for that decal fee. Reinstatement or purchase of a new decal is not allowed for that owner/operator for 1 year from the date of the revocation.

#### **SECTION 6 – EXEMPT VEHICLES AND OPERATORS**

This Ordinance does not apply to any exemption under the Iowa Code for ATVs or UTVs operated pursuant to Iowa Code section 321I.9(government and farm implements) or Iowa Code section 321.234A (incidental to and use for agricultural purposes, government, public utilities, licensed engineers and licensed surveyors) or Iowa Code section 352.2, 321I.14(3)(b)(farm operations).

#### **SECTION 7 – PENALTIES**

Violation of this Ordinance shall constitute a Simple Misdemeanor punishable by a fine of \$65.00 to \$625 plus the applicable court surcharge and costs and/or up to 30 days in jail.

#### **SECTION 8 – SEVERABILITY CLAUSE**

If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

#### **SECTION 9 – EFFECTIVE DATE**

This ordinance shall be in effect immediately after its final passage and publication as provided by law. If the effective date falls in the last quarter of the calendar year the decals created under this Ordinance shall have the next calendar year on them but shall be valid for the year in which the effective date falls.

#### **SECTION 10 – REVIEW OF ORDINANCE**

As part of this Ordinance the Jasper County Board of Supervisors sets forth a plan to review this Ordinance in a calendar year from the effective date of the Ordinance. Therefore, the Jasper County Board of Supervisors shall review this Ordinance during a Board of Supervisors meeting, within the 11<sup>th</sup> month of the Ordinance's effective date, and vote to reapprove the ordinance or to strike it. After the one-year review of this Ordinance, regardless if it is reapproved or stricken, there will be no additional yearly reviews.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Jasper County Board of Supervisors

\_\_\_\_\_  
Denny Carpenter – Chairman

\_\_\_\_\_  
Brandon Talsma

\_\_\_\_\_  
Doug Cupples

ATTEST:

\_\_\_\_\_  
Dennis Parrott – County Auditor

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Approved: \_\_\_\_\_

Published: \_\_\_\_\_

LIMITED SITE USAGE LICENSE AGREEMENT

by and between

IOWA REGIONAL UTILITIES ASSOCIATION

and

JASPER COUNTY, IOWA

Dated \_\_\_\_\_, 20\_\_

**LIMITED SITE USAGE LICENSE AGREEMENT**

RECITALS:

WHEREAS, Iowa Regional Utilities Association, ("IRUA"), is an Iowa not-for-profit corporation having its principal place of business in Newton, Iowa; and

WHEREAS, Jasper County, Iowa, ("County"), is an Iowa governmental body acting by and through its Board of Supervisors having its county seat in ~~Independence~~ Newton, Jasper County, Iowa; and

WHEREAS, IRUA and the County desire to enter into this Limited Site Usage License Agreement ("Agreement") upon the following terms and conditions.

NOW THEREFORE IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Grant of License. IRUA hereby grants, subject to the terms and conditions hereinafter set forth, a non-exclusive license to the County for limited use of a part of the Site. The Site and area thereon for use by the County are depicted on Exhibit A which is attached hereto and by this reference made a part hereof.
  
2. Scope of License. The County's use of the Site is non-exclusive and is for purposes related to the County's public safety communications responsibilities including [a] installing, removing, replacing, maintaining and operating, at its expense, two vertical antennas, two dish antennas and reasonably related equipment and fixtures, [b] and accessing or maintaining; ~~or installing-fencing;~~ emergency generation equipment and utilities upon the licensed Site as required by this Agreement. The County shall use the Site in a manner which will not disturb or interfere with the use and occupancy of the Site by IRUA and/or IRUA's present or future tenants and/or IRUA's present or future other Licensees, except that the County shall have priority of use in such regard over any subsequent Licensees (i.e., no subsequent Licensee shall interfere with any then-existing use or frequencies of the County).
  
3. Term. The term of this Agreement is 15 years, commencing July 1, 2019 ~~September 1, 2014~~, (hereinafter the "Commencement Date") and ending June 30 ~~September 1, 2032~~ 2034 (hereinafter the "Termination Date"). Unless this Agreement is extended by mutual agreement of the parties, the County shall promptly remove any and all of its property ~~(except the security fence)~~ from the Site within ninety (90) days after the Termination Date (and in the event this Agreement is extended, then the County shall promptly remove any and all of its property from the Site in all events within ninety (90) days after the final Termination Date).

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4. Renewal. This Agreement shall be automatically renewed upon the same terms set forth herein and for the same number of years unless either party gives notice to the other of the termination of same more than sixty (60) days prior to a Termination Date; whereupon this Agreement may be renewed, but then only pursuant to a new written Agreement between the parties.
5. Duties of the County. In addition to any and all other duties of the County described in this Agreement, the County shall:
  - a. Install an emergency generator that will provide backup power for IRUA equipment and Jasper County Emergency equipment. The cost of maintaining and operating the generator system shall be the responsibility of the County. IRUA equipment to be connected to the backup power includes the sites FAA lights and radio telemetry equipment. Other items may be connected if the generator system sizing allows and with coordination with the County. The County assumes no liability for any issues that occurs due to generator system failure.

~~Fence the entire Site with chain-link security fence to prevent unauthorized access. A gate 10 feet wide minimum and a walk-through gate shall be included in the fence. Installation of the fence is to be complete by December 31, 2011. The County shall provide IRUA with the needed keys to access the secured area. Maintaining the fence will be the responsibility of the County during the term of this agreement.~~

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~~e-b. Pay an annual license fee of \$1 per year, the initial payment due upon the Commencement Date and all subsequent payments due on or before the annual anniversary of the Commencement Date.~~

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~~e-c. Provide electricity for operation of IRUA equipment on the Site (including but not limited to the FAA lights and radio telemetry). In addition, the County shall maintain meters and connections for all utilities used by the County and IRUA at the Site and shall be solely responsible for payment of all utility installation and periodic service charges for utilities used by County and IRUA at the Site. The County shall connect IRUA's sub-panel to the generator and utility power. IRUA shall be responsible for the sub-panel and all connections from the panel.~~

~~e-d. The County shall procure and, at all times this Agreement is in existence, maintain a public liability policy, with limits of \$1,000,000 for bodily injury, \$1,000,000 for property damage, \$2,000,000 aggregate, with a certificate of insurance to be furnished to IRUA within 30 days following~~

the initial Commencement Date and annually thereafter. Such policy shall provide that cancellation shall not occur without at least 30 days prior written notice to IRUA. IRUA shall be named as an additional insured on the County's insurance policy.

f.c. The County may provide space available for lease to other entities in its equipment shelter if space is available. The other entities shall be responsible for their own utilities cost and needed equipment unless an agreement is made with the County. Any Agreement made between IRUA and another entity for use of the tower for communications equipment will be coordinated with the County. The County shall not sublease any space at the site.

6. Duties of IRUA. In addition to any and all other duties of IRUA described in this Limited Site Usage License Agreement, IRUA shall:
  - a. Provide and maintain the water tower at the Site for the County's use subject to the terms of this Agreement.
  - b. Provide the County reasonable access to the Site for the purposes permitted under this Agreement.
7. Taxes. Any and all taxes and fees payable to any governmental entity or subdivision resulting in any manner from the County's use of the Site or from the County's placement of any fixtures or equipment upon the Site shall be promptly paid in full by the County. The County will be responsible for payment of all real and personal property taxes assessed directly or indirectly upon and arising from and related to its use of the facilities on the Site. The County, upon presentation by IRUA of evidence of increase in real and personal property taxes at the Site arising from or related to the County's use of the facilities on the Site, shall reimburse IRUA for any such increase within thirty (30) days of being notified by IRUA of such increase.
8. Structural Analysis. This Agreement is contingent upon a structural analysis, certified by an engineer registered in the State of Iowa, being completed at the expense of the County which certifies that the integrity of the Site and the structures located on the Site will not be adversely affected by any of the County's contemplated fixtures or improvements at the Site. If the aforesaid structural analysis determines that the integrity of the Site and/or the structures located on the Site will be adversely affected by any of the County's contemplated fixtures or improvements at the Site, then IRUA, in its sole discretion may void and cancel this Agreement or IRUA may proceed with this Agreement subject to the County at its sole cost and expense making any such alterations or modifications as are

necessary to eliminate any adverse impact to the structural integrity of the Site or the structures located thereon PROVIDED that in all events, any such alterations or modifications by the County shall not in any manner interfere with any present or future use of the Site by IRUA or any tenant or other Licensee of IRUA (subject, however, to the aforementioned "first-in-time" frequency priority scheme). Any existing use of the Site by IRUA or others at the time of any the County requested Site alterations shall be considered a primary use.

9. Location of Equipment. Final permission relative to precise locations and allowances of space for placement of County's fixtures, equipment and antennae at the Site (all of which shall be done at County's sole expense), and any alterations thereof, shall remain at all times with IRUA. However, IRUA shall not unreasonably withhold permission from County when County requests permission to make alterations to or upon the Site provided such requested alterations (all of which shall be done at County's expense) shall be completed in a good and workmanlike manner, shall not adversely affect the integrity of the Site or the structures located on the Site and shall not interfere with the use of the Site by IRUA, its tenants, successors, assigns and/or other Licensees. The existing uses of the Site by IRUA or any other Licensee at the time of requested Site alterations by the County shall be considered a primary use. IRUA may withhold permission from time to time and may limit such fixtures, equipment and antennae and their respective placement if such placement is, at such time, likely to unreasonably interfere with or in any manner unreasonably disturb the use and occupancy of the Site by IRUA or any of its other Licensees.
10. Installation of Antenna and Equipment. All installation and cabling of the antennas shall be by means of clamping or strapping and in no event shall any part of the antenna or cabling system be at risk of falling or detaching. All installation work shall be done in a good, skillful manner, satisfactory in every respect to IRUA.
11. Existing Uses. The existing uses of the Site by IRUA or any other Licensees at the time of any the County-requested Site alterations shall be considered a primary use. IRUA may withhold permission from time to time and may limit such fixtures, equipment and antennae and their respective placement if such placement is, at such time, likely to unreasonably interfere with or in any manner unreasonably disturb the use and occupancy of the Site by IRUA and/or IRUA's tenants and/or IRUA's other licensees at the Site.
12. Interference. To the extent required by applicable rules and laws, the County will at all times immediately resolve any and all technical interference problems with other equipment located at the Site within ninety days of notice of such interference, relative to existing equipment and to any equipment that becomes

attached to the Site at any future date. IRUA will not knowingly permit the installation of any future equipment which results in technical interference problems with the County's then existing equipment.

13. Disclaimer of Warranty. IRUA HEREBY DISCLAIMS ANY WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO FITNESS OF THE SITE OR ANY OF IRUA'S FACILITIES AT THE SITE FOR ANY PARTICULAR PURPOSE.
14. Hazardous Substances. IRUA represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. The County shall neither introduce nor at any time use any equipment or any such substance on the Site contrary to any applicable federal, state or local law or regulation and if it does so, the County shall be responsible for all remedial action and shall hold IRUA harmless in all respects including payment of all costs of remediation and payment of all of IRUA's attorneys fees, costs and expenses in regard to all claims arising as a result of the County's breach of this provision.
15. Hold Harmless. The County shall hold harmless and indemnify IRUA for and from any and all liability in any way arising from or related to any activity undertaken by the County (or its agents, employees and/or subcontractors) pursuant to, in regard to or in any way relating to any aspect of this Agreement or any action authorized by this Agreement or taken pursuant to this Agreement (whether expressly authorized or not), regardless of any acts of negligence by IRUA, its employees, agents, and contractors. Among other things, this hold harmless agreement requires the County to pay and reimburse IRUA for all attorney fees, costs, expenses, judgments and settlements related to any such claims for which the County is required to hold IRUA harmless. IRUA assumes absolutely no liability in any matter relating to the installation, use or maintenance of any antenna or other radio or related equipment placed upon the subject real estate under this license.

The IRUA shall hold harmless and indemnify the County for and from any and all liability in any way arising from or related to any activity undertaken by IRUA (or its agents, employees and/or subcontractors) pursuant to, in regard to or in any way relating to any aspect of this Agreement or any action authorized by this Agreement or taken pursuant to this Agreement (whether expressly authorized or not), regardless of any acts of negligence by County, its employees, agents, and contractors. Among other things, this hold harmless agreement requires the IRUA to pay and reimburse the County for all attorney fees, costs, expenses, judgments and settlements related to any such claims for which the IRUA is required to hold the County harmless.



20. Termination. This Agreement shall terminate on the Termination Date EXCEPT that the County may terminate this Agreement prior to the Commencement Date without further liability by written notice to IRUA prior to the Commencement Date [a] if the County is unable to obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any off-site easements required from any third party required to enable the County to use the Site as described herein or [b] if any such approval is canceled, expires or is withdrawn or terminated, or [c] if IRUA fails to have proper ownership or leasehold or licensure rights in and to the Site or authority to enter into this Agreement, or [d] if the County, for any reason in its sole discretion determines that it will be unable to use the Site for its intended purpose. Upon termination, all prepaid license fees shall be retained by IRUA and the County shall promptly pay to IRUA any deficiencies. Upon termination or expiration of this Agreement, the County shall promptly remove any and all of its property from the Site within sixty (60) days and shall restore the Site to the condition existing on the date of this Agreement, except for ordinary wear and tear. The County's failure to remove such property within 60 days shall result in such property and improvements reverting to and becoming the sole property of IRUA and shall no longer be subject to any claimed lienhold or security interests of others; provided however that the County shall pay IRUA all expenses IRUA incurs in removing the County's property and improvements from the Site.
21. Default. If either party is in default under this Agreement for a period of (a) twenty (20) business days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the nondefaulting party, at its discretion, may declare this Agreement terminated, void and of no further force and same shall be deemed such and the nondefaulting party may pursue any remedies available to it against the defaulting party under applicable law. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences and substantially concludes appropriate action to cure the default within such thirty day period and proceeds with all due diligence to fully cure the default within sixty (60) days of receiving notice of such default.
22. Miscellaneous.
- (a) This Agreement applies to and binds the respective successors of the parties to this Agreement and any authorized assignees of the County and is at all times and for all purposes to be deemed a mere personal property usage

interest in relation to the subject real estate.

- (b) Until further written notice, all notices required to be sent shall be mailed or delivered at the respective addresses of the parties as shown in paragraph 18 above.
- (c) This Agreement is governed by the laws of the State of Iowa, and any action for enforcement must be brought in the Jasper County offices of the Iowa District Court or in the Des Moines, Iowa offices of the United States District Court for the Southern District of Iowa if applicable jurisdiction exists therein.
- (d) This Agreement constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties.
- (e) Any amendments to this Agreement must be in writing and executed by both parties.
- (f) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- (g) The prevailing party in any action or proceeding in court to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

JASPER COUNTY, IOWA

Executed in triplicate by licensee, Jasper County, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Jasper County

By: \_\_\_\_\_

\_\_\_\_\_, Board of Supervisors Chairman

By: \_\_\_\_\_

\_\_\_\_\_, County Administrator

Attest:

\_\_\_\_\_  
Dennis K. Parrott, Auditor

STATE OF IOWA, COUNTY OF JASPER ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, and, who, being by me duly sworn, did say that they are the Chairman and County Administrator respectively, of Jasper County, Iowa; that the seal affixed to the foregoing instrument is the Corporate Seal of Jasper County, and that the instrument was signed and sealed on behalf of Jasper County, and that the instrument was signed and sealed on behalf of Jasper County, by authority of its Board of Supervisors, as contained in the Resolution No. \_\_\_\_\_ adopted by the Jasper County Board of Supervisors on the \_\_\_\_ day of \_\_\_\_\_, ~~2011~~2019, and that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of Jasper County by it voluntarily executed.

\_\_\_\_\_  
Notary Public



In and For the State of Iowa

Iowa Regional Utilities Association Inc.

By \_\_\_\_\_  
Ronald Dunsbergen

STATE OF IOWA, COUNTY OF JASPER, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald Dunsbergen who being by me duly sworn, did say that he is the president of Iowa Regional Utilities Association (IRUA); that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Ronald Dunsbergen as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

\_\_\_\_\_  
Notary Public

This *Limited Site Usage Agreement* is hereby approved on behalf of and by the United States Department of Agriculture on this \_\_\_ day of \_\_\_\_\_, 2019.

United States Department of Agriculture  
Rural Development Administration

By \_\_\_\_\_  
State Director

STATE OF IOWA, COUNTY OF POLK, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ who being by me duly sworn, did say that she is the state director for the state of Iowa of the United States Department of Agriculture Rural Development Administration; that the aforesaid instrument was signed on behalf of said United States Department of Agriculture Rural Development Administration; and that the said \_\_\_\_\_ as such state director, acknowledged the execution of said instrument to be the voluntary act and deed of said United States Department of Agriculture Rural Development Administration, by it and by him voluntarily executed.

\_\_\_\_\_  
Notary Public

**Exhibit A**

IRUA Parcel A-45  
JASPER COUNTY  
(OAKLAND ACRES TOWER SITE)

Parcel "B" located in the Southwest Quarter of the Southwest Quarter of Section 23, Township 80 North, Range 17 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in the Plat of Survey of record in Book 1154, at page 47 in the Office of the Recorder of said County.

The Newton Athletic Booster Club would like to reserve a spot on North West corner of the square to use during the homecoming parade on Sept. 19th. We will be serving walking tacos, have beverages and baked goods. Our merchandise committee will also have racks of new items for sale. Also, I heard there is no longer electric on the square but are we able to bring a small generator if we need one?

Please let me know if there is any other information you need. Hope to hear from you soon and thank you!

Sarah Davidson

Newton Booster Club Fundraising Chair

Resolution No. \_\_\_\_\_

**RESOLUTION  
OF  
JASPER COUNTY PUBLIC ROADWAY**

BE IT RESOLVED that the Jasper County, Iowa roadway access from W 116<sup>th</sup> St S onto County Road F48 will be permanently closed and barricaded due to the construction of a new bridge over Squaw Creek west of said intersection.

FURTHER RESOLVED that by Iowa Code 306.11 which states "If the proposed vacation is of part of a road right-of-way held by easement and will not change the existing traveled portion of the road or deny access to the road by adjoining land owners, a hearing is not required" a public hearing was not held since access is still available to the south.

The Auditor of Jasper County, Iowa is hereby directed to promptly file in the office of the Jasper County Recorder a certified copy of this Resolution.

Passed and Approved this 20nd day of August 2019.

\_\_\_\_\_  
Dennis Carpenter  
Chairman Board of Supervisors

\_\_\_\_\_  
Doug Cupples  
Board of Supervisors

\_\_\_\_\_  
Brandon Talsma  
Board of Supervisors

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Dennis Parrott  
County Auditor

July 2014

IOWA DEPARTMENT OF TRANSPORTATION  
Preconstruction Agreement  
For Primary Road Project

County	<u>Jasper</u>
Project No.	<u>STP-065-4(163)--2C-50</u>
Iowa DOT	
Agreement No.	<u>2020-C-009</u>
Staff Action No.	<u>N/A</u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Jasper County, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to U.S. 65 within Jasper County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

**1. Project Information**

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Hot Mix Asphalt (HMA) resurfacing with Cold-In-Place (CIP) recycling 1.0 mile north of Iowa 117/Iowa 330 to 0.5 mile south of U.S. 30.

- b. Upon completion of construction, the LPA agrees to accept ownership and jurisdiction of the following referenced improvements. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:

- i. Paved fillets will be constructed at the following locations (see Exhibit A):

- (a) N 95<sup>th</sup> Avenue W (West side of U.S. 65)
    - (b) N 99<sup>th</sup> Avenue W (East side of U.S. 65)
    - (c) N 99<sup>th</sup> Avenue W (West side of U.S. 65)
    - (d) N 107<sup>th</sup> Avenue W (East side of U.S. 65)
    - (e) N 107<sup>th</sup> Avenue W (West side of U.S. 65)

- c. Paving of granular secondary road approaches beyond 10 feet from the edge of the primary road pavement shall be 100% LPA cost based on the estimated quantities as shown on Exhibit B.

## **2. Project Costs**

- a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$49,000, as shown in Exhibit B. LPA reimbursement will be made in three (3) equal yearly installments of approximately \$16,333.33 each. The first installment will be due upon completion of construction and proper billing by the DOT. The final two installments will be billed to the LPA one and two years subsequent to the date of the first billing respectively. The actual amount of reimbursement will be determined by the quantities in place and the accepted bid at the contract letting.
- b. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

## **3. Traffic Control**

- a. U.S. 65 through-traffic will be maintained during the construction.
- b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.
- c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

## **4. Right of Way and Permits**

- a. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.

## **5. Construction & Maintenance**

- a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in Instructional Memorandum 7.110.

## 6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.



July 2014

**IN WITNESS WHEREOF**, each of the parties hereto has executed Agreement No. 2020-C-009 as of the date shown opposite its signature below.

**BOARD OF SUPERVISORS OF JASPER COUNTY:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
Chairperson

ATTEST:

By: \_\_\_\_\_  
County Auditor

**IOWA DEPARTMENT OF TRANSPORTATION:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
Scott A. Dockstader, P.E.  
District Engineer  
District 1



*U.S. 65 Jasper County*  
*STP-065-4(163)--2C-50*

County	Project Number	State Route	County Road	N	S	E	W	Number of Fillets
Jasper	(10)	IA 316	N 95th Ave. W				x	1
Jasper	(10)	IA 316	N 99th Ave. W			x	x	2
Jasper	(10)	IA 316	N 107th Ave W			x	x	2

5 Unpaved SR Approaches  
 \$ 9,800 Cost per Approach  
 \$ 49,000 Estimate for Jasper County  
 \$ -

August 13, 2019

Tuesday, August 13, 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 Talsma and seconded by Cupples to open a public hearing for the first reading of Jasper County Ordinance 65: An Ordinance to Regulate the Operation of All-Terrain and Off-Road Utility Vehicles in Jasper County.

YEA: CUPPLES, TALSMA, CARPENTER

There were no public comments and no comments had been received by the Auditor's Office.

Motion by Talsma and seconded by Cupples to close the public hearing and proceed to the 2<sup>nd</sup> public hearing Tuesday, August 20, 2019.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Talsma and seconded by Cupples to table agenda item #2 Public Hearing for Limited Site Usage License Agreement with Iowa Regional Utilities.

YEA: CUPPLES, TALSMA, CARPENTER

The Supervisors will look into drawing up a 28E between the City and County for electric hookups on the outside of the Courthouse.

Nick Fratzke asked the Supervisors to consider a 28E Agreement between Jasper County and the City of Monroe to have the County provide building code inspections for the City of Monroe.

Motion by Talsma and seconded by Cupples to adopt a 28E Agreement between the City of Monroe and Jasper County to establish terms and conditions of the relationship between the County and the City for building code inspections within the corporate limits of the City of Monroe.

YEA: CARPENTER, CUPPLES, TALSMA

Buildings and Grounds Director Adam Sparks presented to the Board a maintenance agreement for the jail HVAC system.

Motion by Cupples and seconded by Talsma to approve the Preventative Maintenance Service Agreement between the Waldinger Corporation and Jasper County in the amount of \$7,996 annually.

YEA: TALSMA, CUPPLES, CARPENTER

Conservation Director, Keri Van Zante asked the Supervisors if she could post a fundraising sign on the Courthouse lawn to advertise for the "Caring for Conservation" event at Ashton Park.

Motion by Cupples and seconded by Talsma to approve the posting of signage, by the Jasper County Conservation Department, on the Courthouse lawn September 6, 2019 for the "Caring for Conservation" event at Ashton park.

YEA: TALSMA, CARPENTER, CUPPLES

Jasper County Medical Examiner Dr. Clevenger asked the Supervisors to appoint a medical examiner investigator.

Motion by Talsma and seconded by Cupples to approve the appointment of Jacob Halferty to the position of Medical Examiner Investigator.

YEA: CARPENTER, CUPPLES, TALSMAS

Michelle Smith spoke to the Supervisors about the County opening Heating and Cooling Centers for the homeless in Jasper County. Smith handed the Board a list of people that are interested in the issue and a list of volunteers that could help with the project. Smith said that the County could be responsible for making the call for days that were too hot or too cold. She asked the Supervisors to consider her request and she would then attend another Board meeting to re-visit this issue.

Motion by Talsma and seconded by Cupples to adopt Resolution 19-67 a hiring resolution certifying the following appointment to the Auditor for payroll purposes.

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	Part-time jailer	Ashten Arnaud	\$18.10	Hire-In Non-Progressive Union Scale	08/20/2019

YEA: CUPPLES, CARPENTER, TALSMAS

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 adopt Resolution 19-68 a hiring resolution certifying the following appointment to the Auditor for payroll purposes.

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	Part-time Civil Process Server	Dennis Stevenson	\$16.06	Step 1 range 40 Non-Progressive Hourly Scale	08/26/2019

YEA: CUPPLES, CARPENTER, TALSMAS

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 a Temporary Liquor License for Green Castle Tavern.

YEA: CUPPLES, CARPENTER, TALSMAS

Motion by Cupples and seconded by Talsma to approve the cancellation of the following Unclaimed Warrants that are one year and older:

Robert Butler	538986	\$108.00
Steven Beatty	812246	\$ 46.17

YEA: TALSMAS, CARPENTER, CUPPLES

There were no Board appointments.

Motion by Talsma and seconded by Cupples to approve Board of Supervisors minutes for 7/26/2019 & 8/6/2019.

YEA: CUPPLES, CARPENTER, TALSMAS

Motion by Talsma and seconded by Cupples to adjourn the Tuesday, August 13, 2019 meeting of the Jasper County Board of Supervisors.

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Dennis K. Parrott, Auditor

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Denny Carpenter, Chairman

August 13, 2019

Tuesday, August 13, 2019 the Jasper County Board of Supervisors met in special session at 8:00 a.m. Supervisors Talsma, Cupples and Carpenter present and accounted for; Chairman Carpenter presiding.

Motion by Talsma and seconded by Cupples to enter into closed session in accordance with Iowa Code Section 21.5 (c) to discuss strategy with legal council in matters that are presently in litigation or where litigation is imminent...”

YEA: CUPPLES, CARPENTER, TALSMA.

The Board re-entered into open session.

Motion by Talsma and seconded by Cupples to adjourn the Tuesday, August 13, 2019 meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, TALSMA, CUPPLES

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Dennis K. Parrott, Auditor

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Denny Carpenter, Chairman