Jasper County, Jowa

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.jasperia.org May 18, 2021 9:30 a.m.

Pledge of Allegiance



You may still physically attend the Jasper County Supervisors Meeting, as the County will continue to follow the COVID-19 Guidelines for social distancing. However, you may also attend the meeting by joining us via "Live Stream" at https://jasper.zoom.us/j/97712718501 Please use the Meeting ID: 977 1271 8501. You may also dial in at +1-312-626-6799, using the same meeting ID.

Item 1 CICS - Connie McQuiston

a) Proclamation - May 2021 as Mental Health Month

Item 2 JEDCO – Jeff Davidson

 a) Consider a Financial Proposal for Construction of an Industrial/Manufacturing Building Located at 12986 S. 128th Avenue, Lynnville, Iowa

Item 3 Auditor – Dennis Parrott

a) Memorandum of Understanding

Item 4 Human Resources – Dennis Simon

a) 2021-2022 Department Head Pay Plan

b) 2021-2022 Salaried Pay Plan

c) 2021-2022 Hourly Non-Bargaining Pay Plan

Item 5 Paul Geilenfeldt, Marshall County Engineer - Compensation

Item 6 Community Development – Kevin Luetters

a) Parkview Animal Housing Agreement - Revised

b) Animal Control 28E Agreements

Item 7 Transfer Order #1451

Item 8 Transfer Order #1452

Item 9 Approval of Board of Supervisors minutes for 05/11/21

Mental Health Month 2021

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, Mental Health America reports that 9.7% of youth have severe major depression. This rate was highest among youth who identify as more than one race, at 12.4%. Even before COVID-19, the prevalence of mental health illness among adults was increasing, an increase of 1.5 million people over last year's data. In addition, Mental Health America states, from January 2020 to September 2020, there was a reported 93% increase in anxiety screenings and 62% increase in depression screenings; and

WHEREAS, education is an effective way to reduce the stigma of mental health illnesses; and

WHEREAS, mental health illnesses are real and prevalent in our county regardless of socioeconomic boundaries; and

WHEREAS, we encourage our citizens to get help for mental health illnesses and to understand it is as important to treat as any other illness, such as diabetes or heart disease; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health illnesses and has a responsibility to promote mental wellness and support prevention efforts; and

WHEREAS, through increased awareness, we can achieve our goal to abandon negative stigmatism and reinforce our acceptance of individuals seeking treatment; then

THEREFORE, I <u>Doug Cupples</u>, Chair <u>Jasper</u> County Board of Supervisors, do hereby proclaim May 2021 as Mental Health Month in <u>Jasper</u> County, Iowa. As the Chair, I also call upon the citizens, government agencies, public and private institutions, businesses and schools of <u>Jasper</u> County, Iowa to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental illnesses at all stages.



May 12, 2021

To: Jasper County Board of Supervisors

From: Jeff Davidson, JEDCO Director

Re: Proposed industrial expansion project in Jasper County

JEDCO has been working on an industrial expansion proposal with Co-Line Manufacturing of Lynnville, Iowa. Co-Line (originally "County Line") is an established, family owned metal fabrication business just across the county line in Mahaska County. Despite their Lynnville mailing address, all of Co-Line's buildings and facilities are currently located in Mahaska County. Approximately half of their 207-employee work force are residents of Jasper County.

Co-Line is a central lowa success story, beginning as welding shop with two employees in 1979. Growth has been steady since that time, with development of an entire manufacturing campus. Co-Line has both proprietary product lines as well as supply chain production associated with several prominent manufacturing companies. Production growth has been especially robust in the last 3 1/2 years.

Co-Line has approached us about possibly building new 50,000 sq. ft. building north of their existing campus in Jasper County. This would be their first manufacturing facility in Jasper County, and would be associated with a new product line which will be manufactured by Co-Line and distributed throughout the US. The new Jasper County building would include 10-15 new skilled production positions added to their workforce. If sales develop as they predict, an additional second production shift could be added. They also own additional ground in Jasper County which could accommodate additional buildings although none have been committed to at this time.

On Tuesday I will review the financial incentive proposal that you are being asked to approve to assist with the construction of the 50,000 sq. ft. building. It involves a 12 or 13 year tax increment financing (TIF) arrangement that would help finance approximately 25% of the construction expense, which is estimated at \$1.5 million. This is similar to what Co-Line has received for their Mahaska County projects. TIF is the primary tool, and basically the only tool, the state has provided for us to foster economic development.

Jasper County is not being asked to provide any money up front. Co-Line will provide the overall construction financing at the beginning of the project, and the TIF rebate will be used to pay off approximately 25% of the construction loan as Co-Line pays the property taxes on the new building. The action you are being asked to approve is an **agreement in principle** which if approved would lead to the drafting and execution of the actual TIF agreement.

This is a very important project for establishing a presence in Jasper County for this reputable central lowa employer. The property where the new facility is proposed currently pays \$3100 annually in property taxes, and with the proposed building would pay approximately 10 times that amount. High quality jobs will be created. On Tuesday I am happy to answer any questions you have about the proposed project or TIF financing in general.



Proposed Tax Increment Financing Project

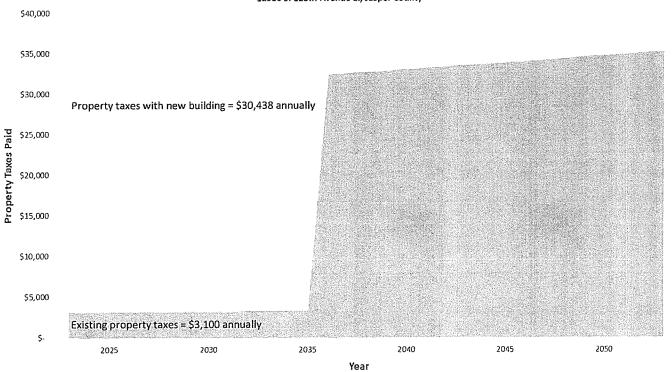
\$40,000
\$35,000
\$35,000
\$25,000
\$10,000
\$5,000
\$5,000

Existing property taxes = \$3,100 annually
\$-2025 2030 2035 2040 2045 2050

Year



Proposed Tax Increment Financing Project 12986 S. 128th Avenue E., Jasper County

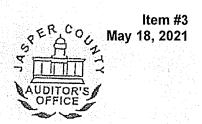


Dennis K. Parrott auditor@co lasneria.us

Jasper County Auditor & Commissioner of Elections
Deputies

Tina Mulgrew Imulgrew@co.iasper.ia.us
Teresa Arrowood Imulgrew@co.iasper.ia.us
Melissa Hartgers Imhartgers@co.iasper.ia.us

AFSCME/lowa Council 61 Representative



Memorandum of Understanding

The Jasper County Board of Supervisors and Auditor have decided to elevate the pay of Auditor Payroll Clerk, Jenna Jennings.

This decision is based on recent increase in job responsibilities.

Jennings will assume the responsibility of assisting the Secondary Roads Department with payroll and claims, as well as serving as back up when needed.

Jennings will also be assisting in the County budgeting process and insurance programs.

These duties will be permanent, starting May 17th, 2021. Jenning's will be paid an extra \$2.50 per hour. Her new wage will be \$26.76. If travel is required, Jenning's can claim the IRS Standard Mileage Rate.

The Auditor reserves the right to adjust the classification of this position based on future reassignment of job responsibilities.

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Doug Cupples		Date	
Chairman, Jasper County Bo	oard of Supervisors		
Dennis Parrott		Date	
Jasper County Auditor			
Angie Smith		Date	
Local 2840 President, AFSCI	ME/Iowa Council 61		
WHILL DA		5-1	l-2021
Matt Butler		Date	

Jasper County Courthouse 101 1" Street N, P.O. Box 944, Newton, Iowa 50208
Telephone 641-792-7016 Fax 641-792-1053

Item #4A May 18, 2021

Effective July 1, 2021

Jasper County Salary Pay Plan for 2021-2022 Department Heads Only 2% increase over the 2020-2021 pay scale

İ	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Range 6 DHP	\$33,709	\$34,585	\$35,487	\$36,424	\$37,370	\$38,346	\$39,351	\$40,386	\$41,453
Range 7 DHP	\$35,489	\$36,419	\$37,364	\$38,347	\$39,353	\$40,373	\$41,453	\$42,551	\$43,681
Range 8 DHP	\$37,378	\$38,364	\$39,380	\$40,389	\$41,454	\$42,552	\$43,684	\$44,849	\$46,049
Range 9 DHP	\$39,379	\$40,425	\$41,504	\$42,551	\$43,681	\$44,847	\$46,046	\$47,282	\$48,555
Range 10 DHP	\$41,502	\$42,614	\$43,757	\$44,845	\$46,046	\$47,282	\$48,555	\$49,867	\$51,216
Range 11 DHP	\$43,760	\$44,937	\$46,151	\$47,284	\$48,557	\$49,868	\$51,220	\$52,611	\$54,043
Range 12 DHP	\$46,149	\$47,398	\$48,686	\$49,867	\$51,216	\$52,608	\$54,041	\$55,517	\$57,036
Range 13 DHP	\$48,684	\$50,010	\$51,376	\$52,605	\$54,038	\$55,515	\$57,034	\$58,598	\$60,212
Range 14 DHP	\$51,379	\$52,784	\$54,234	\$55,517	\$57,036	\$58,602	\$60,214	\$61,875	\$63,587
Range 15 DHP	\$54,235	\$55,726	\$57,264	\$58,604	\$60,214	\$61,876	\$63,587	\$65,349	\$67,163
Range 16 DHP	\$57,262	\$58,845	\$60,477	\$61,875	\$63,585	\$65,348	\$67,162	\$69,032	\$70,958
Range 17 DHP	\$60,475	\$62,155	\$63,886	\$65,347	\$67,162	\$69,032	\$70,957	\$72,940	\$74,982
Range 18 DHP	\$63,887	\$65,668	\$67,505	\$69,033	\$70,958	\$72,943	\$74,986	\$77,089	\$79,256
Range 19 DHP	\$67,505	\$69,396	\$71,344	\$72,943	\$74,986	\$77,090	\$79,256	\$81,489	\$83,788
Range 20 DHP	\$71,341	\$73,347	\$75,413	\$77,088	\$79,255	\$81,488	\$83,786	\$86,154	\$88,593
Range 21 DHP	\$75,415	\$77,542	\$79,733	\$81,489	\$83,788	\$86,155	\$88,594	\$91,106	\$93,694
Range 22 DHP	\$79,733	\$81,990	\$84,315	\$86,155	\$88,594	\$91,106	\$93,694	\$96,361	\$99,106
Range 23 DHP	\$84,314	\$86,708	\$89,176	\$91,105	\$93,693	\$96,360	\$99,105	\$101,932	\$104,845
Range 24 DHP	\$89,178	\$91,718	\$94,877	\$96,361	\$99,106	\$102,519	\$104,846	\$107,847	\$110,936
Range 25 DHP	\$94,335	\$97,030	\$99,806	\$101,933	\$104,846	\$107,845	\$110,936	\$114,117	\$117,396
Range 26 DHP	\$99,805	\$102,663	\$105,609	\$107,844	\$110,933	\$114,116	\$117,393	\$120,769	\$124,247
Range 27 DHP	\$105,611	\$108,645	\$111,771	\$114,118	\$117,396	\$120,774	\$124,251	\$127,833	\$131,521
Range 28 DHP	\$111,767	\$114,987	\$118,300	\$120,770	\$124,250	\$127,830	\$131,520	\$135,320	\$139,235
Range 29 DHP	\$118,299	\$121,715	\$125,231	\$127,828	\$131,519	\$135,319	\$139,233	\$143,264	\$147,417
Range 30 DHP	\$125,234	\$128,857	\$132,589	\$135,321	\$139,236	\$143,269	\$147,421	\$151,697	\$156,103
Range 31 DHP	\$132,584	\$136,429	\$140,386	\$143,264	\$147,418	\$151,695	\$156,100	\$160,637	\$165,311
Range 32 DHP	\$140,386	\$144,463	\$148,662	\$151,695	\$156,100	\$160,637	\$165,312	\$170,125	\$175,083
Range 33 DHP	\$148,663	\$152,989	\$157,444	\$160,638	\$165,312	\$170,126	\$175,084	\$180,192	\$185,451
Range 34 DHP	\$157,446	\$162,034	\$166,760	\$170,128	\$175,085	\$180,193	\$185,453	\$190,871	\$196,451
Range 35 DHP	\$166,759	\$171,627	\$176,641	\$180,192	\$185,451	\$190,870	\$196,450	\$202,198	\$208,119

Jasper County Salary Pay Plan for 2021-2022 Salaried Employees (Non Dept. Heads) 2% increase over 2020-2021 pay plan

Effective 7/1/2021

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Range 6 SP	\$34,312	\$35,203	\$36,123	\$37,366	\$38,337	\$39,338	\$40,369	\$41,431	\$42,525
Range 7 SP	\$36,124	\$37,071	\$38,033	\$39,340	\$40,371	\$41,418	\$42,525	\$43,651	\$44,811
Range 8 SP	\$38,047	\$39,050	\$40,085	\$41,434	\$42,527	\$43,653	\$44,813	\$46,009	\$47,240
Range 9 SP	\$40,083	\$41,148	\$42,246	\$43,651	\$44,811	\$46,006	\$47,238	\$48,505	\$49,811
Range 10 SP	\$42,245	\$43,377	\$44,540	\$46,005	\$47,238	\$48,505	\$49,811	\$51,157	\$52,541
Range 11 SP	\$44,543	\$45,741	\$46,976	\$48,508	\$49,812	\$51,158	\$52,545	\$53,971	\$55,442
Range 12 SP	\$46,975	\$48,246	\$49,557	\$51,157	\$52,541	\$53,969	\$55,439	\$56,953	\$58,510
Range 13 SP	\$49,555	\$50,904	\$52,295	\$53,966	\$55,435	\$56,950	\$58,509	\$60,114	\$61,769
Range 14 SP	\$52,298	\$53,728	\$55,204	\$56,953	\$58,510	\$60,118	\$61,772	\$63,476	\$65,232
Range 15 SP	\$55,205	\$56,723	\$58,289	\$60,119	\$61,772	\$63,477	\$65,232	\$67,039	\$68,901
Range 16 SP	\$58,287	\$59,898	\$61,558	\$63,476	\$65,230	\$67,038	\$68,900	\$70,818	\$72,793
Range 17 SP	\$61,557	\$63,268	\$65,029	\$67,037	\$68,900	\$70,818	\$72,792	\$74,827	\$76,921
Range 18 SP	\$65,031	\$66,843	\$68,713	\$70,819	\$72,793	\$74,829	\$76,925	\$79,084	\$81,306
Range 19 SP	\$68,713	\$70,637	\$72,620	\$74,829	\$76,925	\$79,085	\$81,306	\$83,597	\$85,955
Range 20 SP	\$72,618	\$74,659	\$76,763	\$79,082	\$81,305	\$83,596	\$85,953	\$88,383	\$90,884
Range 21 SP	\$76,764	\$78,929	\$81,159	\$83,597	\$85,955	\$88,384	\$90,885	\$93,462	\$96,118
Range 22 SP	\$81,159	\$83,456	\$85,823	\$88,384	\$90,885	\$93,462	\$96,118	\$98,853	\$101,670
Range 23 SP	\$85,822	\$88,260	\$90,771	\$93,461	\$96,117	\$98,852	\$101,669	\$104,568	\$107,557
Range 24 SP	\$90,773	\$93,360	\$96,574	\$98,853	\$101,670	\$105,170	\$107,559	\$110,637	\$113,806
Range 25 SP	\$96,022	\$98,767	\$101,592	\$104,569	\$107,559	\$110,635	\$113,806	\$117,068	\$120,433
Range 26 SP	\$101,591	\$104,501	\$107,498	\$110,634	\$113,803	\$117,067	\$120,430	\$123,893	\$127,462
Range 27 SP	\$107,500	\$110,588	\$113,771	\$117,070	\$120,433	\$123,898	\$127,465	\$131,140	\$134,923
Range 28 SP	\$113,767	\$117,045	\$120,417	\$123,894	\$127,464	\$131,137	\$134,922	\$138,820	\$142,837
Range 29 SP	\$120,416	\$123,892	\$127,472	\$131,135	\$134,921	\$138,819	\$142,835	\$146,970	\$151,229
Range 30 SP	\$127,474	\$131,162	\$134,962	\$138,822	\$142,838	\$146,975	\$151,233	\$155,621	\$160,141
Range 31 SP	\$134,957	\$138,869	\$142,898	\$146,970	\$151,231	\$155,618	\$160,138	\$164,793	\$169,586
Range 32 SP	\$142,898	\$147,048	\$151,323	\$155,618	\$160,138	\$164,793	\$169,589	\$174,526	\$179,612
Range 33 SP	\$151,324	\$155,727	\$160,261	\$164,794	\$169,589	\$174,527	\$179,613	\$184,852	\$190,248
Range 34 SP	\$160,263	\$164,933	\$169,744	\$174,529	\$179,615	\$184,854	\$190,249	\$195,808	\$201,533
Range 35 SP	\$169,742	\$174,697	\$179,801	\$184,852	\$190,248	\$195,807	\$201,532	\$207,429	\$213,503

Effective: July 1, 2021

2021 - 2022 Hourly Non-Bargaining Pay Scale 2% increase over the 2020-2021 scale

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Range	32	\$15.04	\$15.58	\$16.38	\$16.97	\$17.56	\$18.19	\$18.84	\$19.51	\$20.21
Range	33	\$15.32	\$15.88	\$16.69	\$17.29	\$17.91	\$18.56	\$19.23	\$19.91	\$20.62
Range	34	\$15.59	\$16.13	\$16.98	\$17.57	\$18.20	\$18.85	\$19.52	\$20.22	\$20.97
Range	35	\$15.85	\$16.42	\$17.26	\$17.88	\$18.52	\$19.20	\$19.88	\$20.59	\$21.33
Range	36	\$16.16	\$16.74	\$17.60	\$18.23	\$18.88	\$19.56	\$20.26	\$21.01	\$21.76
Range	37	\$16.43	\$17.02	\$17.89	\$18.53	\$19.22	\$19.90	\$20.61	\$21.34	\$22.13
Range	38	\$16.71	\$17.31	\$18.20	\$18.85	\$19.52	\$20.22	\$20.97	\$21.72	\$22.49
Range	39	\$17.04	\$17.66	\$18.56	\$19.23	\$19.91	\$20.62	\$21.36	\$22.14	\$22.93
Range	40	\$17.31	\$17.93	\$18.85	\$19.52	\$20.22	\$20.97	\$21.72	\$22.49	\$23.32
Range	41	\$17.67	\$18.30	\$19.24	\$19.92	\$20.63	\$21.37	\$22.16	\$22.96	\$23.80
Range	42	\$17.96	\$18.60	\$19.56	\$20.26	\$21.01	\$21.76	\$22.55	\$23.37	\$24.23
Range	43	\$18.27	\$18.92	\$19.90	\$20.61	\$21.34	\$22.13	\$22.92	\$23.76	\$24.65
Range	44	\$18.60	\$19.29	\$20.26	\$21.01	\$21.76	\$22.55	\$23.37	\$24.23	\$25.13
Range	45	\$18.93	\$19.61	\$20.62	\$21.36	\$22.14	\$22.93	\$23.78	\$24.66	\$25.57
Range	46	\$19.30	\$19.99	\$21.02	\$21.77	\$22.56	\$23.40	\$24.24	\$25.14	\$26.08
Range	47	\$19.63	\$20.36	\$21.38	\$22.17	\$22.99	\$23.84	\$24.70	\$25.62	\$26.56
Range	48	\$19.98	\$20.70	\$21.76	\$22.55	\$23.37	\$24.23	\$25.13	\$26.06	\$27.03
Range	49	\$20.36	\$21.11	\$22.17	\$22.99	\$23.84	\$24.70	\$25.62	\$26.56	\$27.55
Range	50	\$20.72	\$21.49	\$22.56	\$23.40	\$24.24	\$25.14	\$26.08	\$27.04	\$28.06
Range	51	\$21.13	\$21.92	\$23.01	\$23.87	\$24.74	\$25.66	\$26.60	\$27.59	\$28.62
Range	52	\$21.50	\$22.27	\$23.41	\$24.26	\$25.15	\$26.09	\$27.06	\$28.07	\$29.11
Range	53	\$21.92	\$22.72	\$23.87	\$24.74	\$25.66	\$26.60	\$27.59	\$28.62	\$29.71
Range	54	\$22.31	\$23.13	\$24.30	\$25.19	\$26.12	\$27.08	\$28.10	\$29.14	\$30.23
Range	55	\$22.74	\$23.59	\$24.77	\$25.69	\$26.62	\$27.63	\$28.64	\$29.71	\$30.82
Range	56	\$23.12	\$23.97	\$25.18	\$26.10	\$27.07	\$28.08	\$29.12	\$30.22	\$31.34

2021 - 2022 Hourly Non-Bargaining Pay Scale 2% increase over the 2020-2021 scale Effective: July 1, 2021

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Range	57	\$23.56	\$24.42	\$25.66	\$26.60	\$27.59	\$28.62	\$29.69	\$30.78	\$31.93
Range	58	\$23.98	\$24.87	\$26.12	\$27.08	\$28.10	\$29.14	\$30.23	\$31.36	\$32.56
Range	59	\$24.44	\$25.36	\$26.61	\$27.61	\$28.63	\$29.70	\$30.81	\$31.95	\$33.16
Range	60	\$24.89	\$25.82	\$27.11	\$28.12	\$29.18	\$30.27	\$31.41	\$32.59	\$33.82
Range	61	\$25.33	\$26.28	\$27.59	\$28.62	\$29.69	\$30.78	\$31.93	\$33.15	\$34.39
Range	62	\$25.82	\$26.79	\$28.12	\$29.18	\$30.27	\$31.41	\$32.59	\$33.82	\$35.08
Range	63	\$26.24	\$27.32	\$28.58	\$29.75	\$30.85	\$32.00	\$33.20	\$34.45	\$35.75
Range	64	\$26.82	\$27.82	\$29.21	\$30.30	\$31.44	\$32.62	\$33.85	\$35.12	\$36.44
Range	65	\$27.30	\$28.32	\$29.73	\$30.84	\$31.99	\$33.19	\$34.43	\$35.73	\$37.09
Range	66	\$27.82	\$28.87	\$30.30	\$31.44	\$32.62	\$33.85	\$35.12	\$36.44	\$37.84
Range	67	\$28.34	\$29.40	\$30.86	\$32.01	\$33.23	\$34.49	\$35.77	\$37.12	\$38.55
Range	68	\$28.88	\$29.96	\$31.45	\$32.63	\$33.86	\$35.13	\$36.45	\$37.86	\$39.29
Range	69	\$29.42	\$30.53	\$32.04	\$33.24	\$34.50	\$35.78	\$37.15	\$38.57	\$40.02
Range	70	\$29.96	\$31.09	\$32.63	\$33.86	\$35.13	\$36.45	\$37.86	\$39.29	\$40.79
Range	71	\$30.53	\$31.68	\$33.24	\$34.50	\$35.78	\$37.15	\$38.57	\$40.02	\$41.53
Range	72	\$31.09	\$32.26	\$33.86	\$35.13	\$36.45	\$37.86	\$39.29	\$40.79	\$42.34
Range	73	\$31.69	\$32.88	\$34.51	\$35.81	\$37.16	\$38.58	\$40.05	\$41.59	\$43.18
Range	74	\$32.31	\$33.52	\$35.18	\$36.51	\$37.90	\$39.33	\$40.84	\$42.39	\$44.02
Range	75	\$32.28	\$33.52	\$35.16	\$36.51	\$37.92	\$39.39	\$40.93	\$42.52	\$44.17
Range	76	\$32.88	\$34.16	\$35.81	\$37.20	\$38.63	\$40.14	\$41.69	\$43.31	\$45.00
Range	77	\$33.52	\$34.82	\$36.51	\$37.92	\$39.39	\$40.93	\$42.52	\$44.17	\$45.89
Range	78	\$34.17	\$35.49	\$37.22	\$38.65	\$40.16	\$41.71	\$43.33	\$45.01	\$46.76
Range	79	\$34.84	\$36.19	\$37.94	\$39.41	\$40.95	\$42.54	\$44.18	\$45.91	\$47.69
Range	80	\$35.51	\$36.90	\$38.67	\$40.18	\$41.74	\$43.37	\$45.05	\$46.80	\$48.62
Range	81	\$36.19	\$37.60	\$39.41	\$40.95	\$42.54	\$44.18	\$45.91	\$47.69	\$49.53

JASPER COUNTY COMMUNITY DEVELOPMENT ANIMAL HOUSING AGREEMENT

THIS ANIMAL HOUSING AGREEMENT ("Agreement") by and between Jasper County Animal Control, a Division of Jasper County Community Development, Iowa ("County") and Parkview Animal Hospital ("Veterinarian").

WITNESSETH:

WHEREAS The County has the primary responsibility to enforce animal control within its County limits and boundaries. See Iowa Code Chapter 351; see Jasper County Ordinance #66 Animal Control;

WHEREAS Veterinarian is in the business of providing veterinary and housing services to dogs, cats, and various other animals;

WHEREAS This Agreement sets out the terms and conditions by which the County engages Veterinarian to provide housing for dogs and cats which the County identifies as needing such housing in the course of providing animal control within the County limits and boundaries;

Now, therefore, in consideration of the foregoing and of the mutual promises, covenants, and agreements herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES TO BE PROVIDED BY VETERINARIAN.

- a. <u>Premises.</u> Veterinarian is located at 2012 1st Ave E, Newton, Iowa 50208. Veterinarian agrees to provide two (2) climate-controlled kennels for the County's exclusive use at all times during the term of this Agreement, and to provide such additional kennels as may from time to time be needed by the County.
- b. <u>Care of Impounded Animals.</u> For each animal that is placed for housing with Veterinarian, Veterinarian agrees to provide and ensure each such animal has adequate food and water, necessary vaccinations, and emergency medical care, and is otherwise placed in safe and sanitary conditions.
- c. <u>Length of Impoundment</u>. Unless another duration is directed by the Jasper County Community Development Director or required by County Ordinance, Veterinarian agrees to house impounded animals for a period of seven (7) days and to house quarantined animals for a period of ten (10) days. In the case of stray animals, such animals shall be transported and surrendered to the Animal Rescue League of Iowa if unclaimed after a period of seven (7) days. County shall make all arrangements for such transportation and surrender with the Animal Rescue League of Iowa.
- d. <u>Intake Processing and Reclaiming Animals</u>; <u>Document Retention</u>. Veterinarian shall be responsible for providing all intake forms for approved Jasper County Community Development staff to fill out and complete at the time of delivery of an animal to Veterinarian. Likewise, Veterinarian shall be responsible for preparing reclamation paperwork, including declaration of ownership documents and

reclamation receipts. Veterinarian shall require proof of ownership and declaration of ownership prior to returning the animal. All forms and declarations required by this provision shall be subject to review and approval by the director of Jasper County Community Development. Veterinarian agrees to maintain complete files for each animal delivered to Veterinarian pursuant to this Agreement,

e. <u>Right of Entry.</u> Only approved Jasper County Community Development staff shall have the right to enter, and shall be provided access to, the Kennel Room at any and all times in order to place impounded animal in kennels with Veterinarian. County to notify Parkview immediately of any staff changes.

2. TERM and EARLY TERMINATION

- a. <u>Term.</u> This Agreement shall begin July 1, 2021. This Agreement shall be perpetual in nature and annual renewing of the Agreement will not be required. However, either party may unilaterally terminate this Agreement with thirty (30) days written notification to the other party. Upon termination, all delegation of authority shall revert back to Jasper County Animal Control.
- b. Early Termination. This Agreement may be terminated early, consistent with the provisions listed below.
 - i. For County's Convenience. This Agreement is for the convenience of the County and, as such, may be terminated without cause after providing written notice, via regular mail or electronic mail, to Veterinarian. Upon termination for convenience, Veterinarian shall be paid for all undisputed services performed to the termination date but shall have no right to any further sums after such date.
 - ii. For Cause. Either party may terminate this Agreement for cause effective upon thirty (30) days' prior written notice to the other party. Cause shall mean material breaches and events of default, as described herein below.

3. EVENTS OF DEFAULT/BREACH AND REMEDIES

a. Termination for Cause - Events of Default and Breach.

VETERINARIAN.

Veterinarian may terminate this Agreement upon the occurrence of an event of default caused by one or more of the County's actions or inactions as follows below:

- (1) the County fails to pay any sum payable hereunder within ninety (90) days after same is due and payable; or
- (2) the County fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions of this Agreement, and such failure continues without cure for more than ninety (90) days after written notice thereof from the party claiming the occurrence of an event of default. Upon receipt of such written notice, such party shall promptly undertake such actions as may be necessary to cure the claimed default.

- ii. County. The County shall have the right to terminate this Agreement immediately upon written notice upon the occurrence of an event of default caused by one or more of Veterinarian's actions or inactions, as follows below:
 - (1) admit in writing its inability to pay its debts as they become due;
 - (2) file a petition for Bankruptcy or for reorganization or arrangement under the Bankruptcy code as now or in the future amended, or file a pleading asking for such relief, or have or suffer to be filed an involuntary petition in Bankruptcy against it which is not contested and discharged within sixty (60) days;
 - (3) make an assignment for the benefit of creditors;
 - (4) consent to an appointment of a trustee or receiver for all or a major portion of its property;
 - (5) be adjudicated a Bankrupt or insolvent under any Federal or State law;
 - suffer the entry of a Court Order under any Federal or State Law appointing a receiver or trustee for all or a major portion of its property or ordering the winding up or liquidation of its affairs or approving a petition filed against it under the Bankruptcy code, as now or in the future amended, which order, if not consented to by it shall not be vacated, denied, set aside or stayed within 60 days of its entry; or

b. Remedies.

- i. The parties shall have the right to pursue all remedies available at law or in equity.
- ii. Upon termination or expiration, all further obligations of the parties hereunder shall terminate except for the obligations that are intended to survive the termination or expiration of this Agreement, including, without limitation, obligations to make payments for amounts due and owing, to defend, indemnify, and hold harmless the County, and to maintain and disclose records, audits, and reports.

4. COMPENSATION

a. Housing Services.

- i. Compensation. As compensation to Veterinarian for providing the Services as described in this Agreement, County shall pay Veterinarian a fixed rate of forty dollars (\$40.00) per day for two (2) kennels reserved exclusively to the County, for a total fixed sum of \$14,600.00 per year. In the event that the County shall need and utilize any additional kennels, the County shall pay to Veterinarian a sum of \$20.00 per day for each kennel utilized.
- ii. Billing Frequency. Veterinarian shall bill County once monthly for the services provided in the preceding month. The fixed sum of \$14,600.00 per year for the two (2) kennels set aside for the County's exclusive use shall be billed on a prorated basis in twelve equal installments, with \$1216.67 being due and payable for each month that this Agreement is in effect, unless earlier terminated pursuant to the provisions of this Agreement. The County shall issue payment to Veterinarian within forty-five (45) days of receipt of Veterinarian's invoice.
- iii. Reimbursement. In the event Veterinarian is invoiced or charged for Animal Rescue League of Iowa transportation fees, County shall reimburse Veterinarian for such fees. Any such fees shall be set forth in the next invoice submitted to the County immediately following the month in which the charges were assessed by the Animal Rescue League of Iowa. Supporting documentation reflecting such charges shall be submitted along with such invoices.
- b. <u>Reconciliation</u>. In the event that the compensation paid/withdrawn is determined to be incorrect after review, Veterinarian shall promptly remit to the County any excess amount which was paid, or the County shall promptly pay the shortfall, as the case may be. Obligations of the Parties to pay amounts owed herein and in any other provision of this Agreement shall survive the termination of this Agreement.

5. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS.

Veterinarian covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the County, employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to; (i) claims of property damage; (ii) claims of personal injury to Veterinarian, Veterinarian's employees, agents, or subcontractors; or to enforce this contract: arising out of or resulting directly or indirectly from the misfeasance, omission of duty, negligence or wrongful act on the part of Veterinarian in its performance of the work or the enforcement of this Agreement, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at

law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of Veterinarian.

Veterinarian further covenants and agrees to obtain the necessary insurance as required by this contract to effectuate this Hold Harmless clause, and shall name the County as an additional insured on all applicable insurance and indemnification.

6. ASSIGNMENT

Veterinarian is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or Veterinarian's right, title, or interest in this Agreement, or Veterinarian's power to execute this Agreement, to any other person or entity without the previous consent in writing of the County.

7. NO PARTNERSHIP OR JOINT VENTURE

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the County and Veterinarian.

8. GOVERNMENTAL COMPLIANCE

Veterinarian shall comply with all applicable law in providing services under this Agreement, where such law includes federal, state, and local laws, rules, and regulations.

9. LICENSES AND PERMITS

Veterinarian shall obtain at Veterinarian's own expense all licenses or permits required for Veterinarian's services or work under this Agreement, prior to the commencement of Veterinarian's services or work.

10. FORCE MAJEURE

No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other party within ten (10) days of date on which such party gains actual knowledge of the event of "Force Majeure" that such party is unable to perform. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, inability to obtain materials, supplies, epidemics, landslides, lightning storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, acts of terrorism, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.

11. AGREEMENT MODIFICATIONS

This Agreement may be modified only by a written amendment authorized by the Jasper County Board of Supervisors.

12. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

13. CLAUSES REQUIRED BYLAW

Each and every provision of law and clause required by law to be part of this Agreement shall be deemed to be part of this Agreement and to have been inserted in this Agreement and shall have the full force and effect of law.

14. REPRESENTATIONS & WARRANTIES

Veterinarian represents and warrants to the City the following: (i) Veterinarian has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by Veterinarian and constitutes a valid and binding obligation of Veterinarian, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

15. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the internal laws of the State of Iowa, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue will be a court of competent jurisdiction in Jasper County, Iowa, and Veterinarian consents to such exclusive jurisdiction.

16. NON-WAIVER

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

17. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

18. NOTICES

Any notice, consent or other communication given pursuant to this Agreement will be in writing and will be effective either (a) when delivered personally to the party for whom intended, (b) on the second business day following mailing by an overnight courier service that is generally recognized as reliable, (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, or (d) on the date transmitted by telecopy as shown on the telecopy confirmation therefor as long as such telecopy transmission is followed by mailing of such notice by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to the County, to:

JASPER COUNTY COMMUNITY DEVELOPMENT 116 West 4th St Newton, IA 50208

If to

VETERINARIAN,

to:

PARKVIEW ANIMAL HOSPITAL 2012 1st Ave E, Newton, Iowa 50208

(signature page follows)

JASPER COUNTY BOARD OF SUPERVISORS

Chairman:
Date:
PARKVIEW ANIMAL HOSPITAL
Name: Jay
Title: Ower
Date: 5/12/21

CHAPTER 28E AGREEMENT BETWEEN GOVERNMENT ENTITIES IN JASPER COUNTY, IOWA AND JASPER COUNTY FOR APPROPRIATION OF FUNDS AND PROVIDING ANIMAL CONTROL SERVICES IN JASPER COUNTY

This Agreement is made and entered into as of this 1st day of July 2021, by and between the cities of Baxter, Colfax, Kellogg, Lambs Grove, Lynnville, Mingo, Monroe, Prairie City, Reasnor, Sully and Valeria, Iowa, (the "participating entity" or "entity") and Jasper County, Iowa, specifically, Jasper County Animal Control ("JCAC").

WHEREAS, the entity recognizes the need for local animal control services for primary benefit of the undersigned government entity; and,

WHEREAS, the entity acknowledges that it is in the best interest of the undersigned government entity to enter into this Agreement to provide stability in funding for an availability of such animal control services, and including but not limited to an animal control officer for the performance of these duties; and

WHEREAS, the entity further acknowledge that it is in the best interest of the undersigned government entity to provide assistance and support for the operation of such proposed animal control services.

THEREFORE, in accord with Chapter 28E and other relevant sections of the Code of Iowa, the participating entity enters into the following agreement regarding animal control services with Jasper County.

SECTION 1 - PURPOSE

Under this Agreement, Jasper County through the JCAC, will provide animal control related services through appropriations and fees from participating entity.

SECTION 2 – DEFINITIONS

- 2.1 "Animal" means domesticated dog or cat unless otherwise indicated in this section.
- 2.2 "Animal Control Officer" means a person designated by the county to perform such duties involving animal control and having police authority for the enforcement in this chapter.
- 2.3 "Animal Control" means any premises, either designated or contracted for, by the county for the proper care of impounded animals held under the authority of this chapter.
- 2.4 "Cats" means both male and female animals of the feline species, whether altered or not.
- 2.5 "Control" is established when an animal is secured by a leash or lead, confined in a fenced-in area or vehicle, or obedient to a competent person's commands.
- 2.6 "Dogs" means both male and female animals of the canine species, whether altered or not.

2.7 "Participating Entity" means governmental entity located in Jasper County that are a signatory party to this 28E Agreement and receive animal control services from JCAC.

SECTION 3 – DURATION

3.1 <u>Duration of Agreement:</u> This Agreement shall be of perpetual duration. Either participating entity may, however, terminate its participation in this Agreement by giving written notice to the other party to this Agreement by May 1st, prior to the upcoming fiscal year. Failure of a participating entity to give notice by May 1st shall continue that entity's participation until timely notice is given.

SECTION 4 – OBLIGATIONS OF PARTIES

- 4.1 Obligations of JCAC to Participating Entity: JCAC shall be at all times obligated to the other party to this Agreement to provide an animal control officer and to provide to the other party to this Agreement in a lawful manner all animal control services as stated in Exhibit "B". JCAC shall be at all times obligated to provide services for the benefit of the participating entity through the use of a fee schedule shown in Exhibit "A" attached hereto and by this reference made a part hereof.
 - JCAC shall use funds received from the participating entity for continually funding animal control services and to otherwise fulfill the statutory required animal control duties under this Agreement. The JCAC shall operate procedurally and be limited to its services under the enacted Jasper County Ordinance #66 related to animal control and this 28E. If JCAC intends to operate any other animal humane programs or services not agreed under this document or under the Jasper County Ordinance, the JCAC shall generate from sources other than the participating entities all funds for such programs.
- 4.2 <u>Obligations of Participating Entity to JCAC</u>: Participating entity shall comply with their respective obligations to the JCAC as set forth in this 28E and each of its attachments.

SECTION 5 - APPROPRIATIONS OF EACH PARTICIPATING ENTITY

Participating entity shall pay fee as shown on Exhibit "A", as may be separately amended from time to time upon full consent of both parties to this Agreement.

SECTION 6 - AMENDMENT

This Agreement may only be amended by written instrument duly executed by the participating entities.

SECTION 7 – RECORDS ACCESS

The JCAC shall keep intake information of strays from the participating entities, and the JCAC shall make such intake information available to the participating entities upon request. However, the participating entities shall not release any information about the JCAC, or any information that the entity may be privy to as a result of the Agreement, to any person or persons, or other entities without prior written consent of the JCAC with exception of records that are public records under Iowa Code Chapter 22, which may include this Agreement.

The JCAC is an independent contractor and in no event or circumstance are any employees of the JCAC to be considered employees or agents of any of the participating entities or receive benefits from any of the participating entities.

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Date: 3/23/2021

The JCAC is an independent contractor and in no event or circumstance are any employees of the JCAC to be considered employees or agents of any of the participating entities or receive benefits from any of the participating entities.

Jasper Co	ounty B	Board o	f Super	visor, (Chairman
Date:					
		D de		-) -	

The JCAC is an independent contractor and in no event or circumstance are any employees of the JCAC to be considered employees or agents of any of the participating entities or receive benefits from any of the participating entities.

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City of Kellogg Iowa Representative

Date: 5-40-2021

The JCAC is an independent contractor and in no event or circumstance are any employees of the JCAC to be considered employees or agents of any of the participating entities or receive benefits from any of the participating entities.

Jasper County Board of Supervisor, Chairman
Date:
Kanoneco
City of Lambs Grove Iowa Representative

Date: 4/2/2/

The JCAC is an independent contractor and in no event or circumstance are any employees of the JCAC to be considered employees or agents of any of the participating entities or receive benefits from any of the participating entities.

Jasper County Board of Supervisor, Chairman
Date:
Bund James
City of Lynnville Iowa Representative
Date: $\frac{2-1-31}{2}$

The JCAC is an independent contractor and in no event or circumstance are any employees of the JCAC to be considered employees or agents of any of the participating entities or receive benefits from any of the participating entities.

Jasper (County Board of Supervisor, Chairman
Date: _	
	6000
City of	Mingo Iowa Representative
Date:	4/13/21

The JCAC is an independent contractor and in no event or circumstance are any employees of the JCAC to be considered employees or agents of any of the participating entities or receive benefits from any of the participating entities.

Jasper County Board of Supervisor, Chairman
Date:

City of Monroe Iowa Representative

Date: 5-10-21

The JCAC is an independent contractor and in no event or circumstance are any employees of the JCAC to be considered employees or agents of any of the participating entities or receive benefits from any of the participating entities.

Jasper Count	y Board of	Supervisor,	Chairman

Date:

City of Brairie City Iowa Representative

Date: 03/10/202/

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SECTION 8 – INDEPENDENT CONTRACTOR

The JCAC is an independent contractor and in no event or circumstance are any employees of the JCAC to be considered employees or agents of any of the participating entities or receive benefits from any of the participating entities.

Jasper C	ounty Board	of Supervisor, Chairm	an
Date:			

Waxe James Mayor City of Reasnor Jowa Representative

Date: 5/13/2021

The JCAC is an independent contractor and in no event or circumstance are any employees of the JCAC to be considered employees or agents of any of the participating entities or receive benefits from any of the participating entities.

asper County Board of Supervisor, Chairman
Pate:

City of Sully Iowa Representative

Date: <u>April 14, 2021</u>

The JCAC is an independent contractor and in no event or circumstance are any employees of the JCAC to be considered employees or agents of any of the participating entities or receive benefits from any of the participating entities.

Jasper C	County Board of Supervisor, Chairman
Date:	
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	Jun Pel Vidage
City of	Valeria Iowa Representative
	12-7021
City of V	Why (200) Valeria Iowa Representative 4-12-2021

EXHIBIT A

	County	Percentage	Annual
City	Population	of Population	Fee
Baxter	1029	11%	\$1,375.00
Colfax	2069	22%	\$2,765.00
Kellogg	592	6%	\$791.00
Lambs Grove	169	1.80%	\$225.00
Mingo	307	3.30%	\$410.00
Monroe	1874	20%	\$2,505.00
Prairie City	1729	18%	\$2,310.00
Reasnor	155	1.60%	\$207.00
Lynnville	395	4.20%	\$528.00
Sully	836	8.90%	\$1,117.00
Oakland Acres	160	1.70%	\$214.00
Valeria	40	1.00%	\$54.00
	9355	100%	\$12,501.00

EXHIBIT B

Services provided to contracting 28-E agreement holders from JCAC

The following services will be provided for the length of agreement to any participating entities:

- Stray dogs that are reported to the non-emergency Sheriff's office number will be picked up by a JCAC officer at the officer's discretion.
- Any cat that is deemed sick or injured will be picked up by a JCAC officer, if the officer
 deems the cat's condition is of the nature that it would need immediate medical attention
 due to an injury or illness.
- 24/7 emergency on-call services will be provided to anyone contracting with JCAC.
- All animals will receive adequate feeding, watering, exercising, and housing at a
 partnering facility in compliance with IDALS.
- All dogs that have served their 7-day stray hold or all cats who have served their 3-day stray hold will be transferred to a partnering facility where they will become available for adoption to the public or be humanely euthanized.
- JCAC will provide services dealing with dog and cat bites. Animals who have not been vaccinated against rabies and have bitten someone causing a breakage in the skin, drawing blood, will be required to serve a 10-day mandatory quarantine at a partnering facility. JCAC will oversee picking up said animal from the scene, getting the proper paperwork from owners, holding the animal in accordance with IDALS, and assist the pet owner in reclaiming their pets when deemed safe or humanely euthanizing the animal.

- Dogs with Distemper, Parvovirus, Bordetella, and Rabies vaccines and cats with FVRCP (Feline Viral Rhinotracheitis, Calicivirus, and Panleukopenia) and Rabies vaccines will be provided in accordance with IDALS.
- If veterinarian services are needed, services will be provided with the proper care for each animal that is deemed in need of treatment from a medical professional.
- JCAC will assist pet owners who would like to reclaim their pets.
- JCAC will make welfare checks on animals that are reported as possibly neglected or mistreated.

	Resolution	
STATE OF IOWA Jasper County	TRANSFER ORDER	\$421,545.00
Jasper County)	Newton, Iowa, <u>May 18,</u> 2021	
Doug Bishop, Treasurer, Jasper Cour	ity, Iowa	
Transfer Four hundred twenty one thousa	and five hundred forty five dollars and 00/100***	
From: 0802-JC Amended 28E Subfund UR TIF	To: 2015-(2016) TPI Refunded Debt	
xxxx-99-0051-000-81400	xxxx-4-99-0051-904000	
Account of: Debt Payment		
By Ord	der of Board of Supervisors.	
		Supervisor
NO 4454		
NO. 1451	Terapolited	Attest
		Auditor/Designee

This transfer will cover the payment that will be made May 27, 2021 for debt payment on the following bonds: \$4,825,000 bonds dated 11-1-2001 for the TPI/Opus Economic Development Grant.

	Resolution	
STATE OF IOWA } T	RANSFER ORDER Newton, Iowa, May 18, 2021	\$38,352.00
Doug Bishop, Treasurer, Jasper County	-	
Transfer Thirty eight thousand three hund	lred fifty two dollars 00/100***	
From: 0810- Colfax Interchange TIF	To: 2011 (2012A) Debt	
xxxx-99-0051-000-81400	xxxx-4-99-0051-904000	
Account of: Debt Payment		
By Orde	er of Board of Supervisors.	
		Supervisor
NO 4450		Attest
<u>NO. 1452</u>	Tuesa Duridad	Auditor/Designee

This transfer will cover the payment that will be made May 27, 2021 for debt payment on the following bond: \$3,235,000 bonds dated 2012.

May 11, 2021

Tuesday, May 11, 2021 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma, Carpenter, and Cupples present and accounted for; Chairman Cupples presiding.

Motion by Talsma and seconded by Carpenter to approve a contract between Jasper County and BBS Architecture & Engineering for design service fees for the Courthouse sidewalk.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma and seconded by Carpenter to adopt Resolution 21-41 a hiring resolution certifying the following appointment to the Auditor for payroll implementation.

<u>DEPARTMENT</u>	<u>POSITION</u>	EMPLOYEE	PAY RATE	RANGE/STEP	EFFECTIVE DATE
Secondary Roads	Seasonal	Josiah Oleson	\$ 16.00	Standard	05/13/2021
	Skilled Laborer			Rate	

YEA: CARPENTER, TALSMA, CUPPLES

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

Motion by Talsma and seconded by Carpenter to adopt Resolution 21-42 vacating a portion of Parcel B, part of the existing Railroad Street right-of way, established at part of the Original Town of Killduff.

YEA: CARPENTER, TALSMA, CUPPLES

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

Motion by Talsma and seconded by Carpenter to adopt Resolution 21-43 vacating Parcel C, part of the SE Quarter of Section 35, Township 79 North, Range 18, near the Town of Killduff.

YEA: CARPENTER, TALSMA, CUPPLES

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

Motion by Carpenter and seconded by Talsma to approve the Recorder's Monthly Report for the period beginning April 1 and ending April 30, 2021.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Talsma and seconded by Carpenter to approve claims for the period through 05/11/2021.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Carpenter and seconded by Talsma to approve Board of Supervisors minutes for 05/04/2021.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Talsma and seconded by Carpenter to go into closed session in accordance with Iowa Code Section 21.5(c) "To discuss strategy with legal counsel in matters that are presently in litigation of where litigation is imminent."

YEA: CARPENTER, TALSMA, CUPPLES

The Board came back into Open Session.

Motion by Talsma and seconded by Carpenter to adopt Resolution 21-44 approving a settlement agreement with Aboubaker Beshara as the result of a car accident involving a County employee.

YEA: CARPENTER, TALSMA, CUPPLES

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

Motion by Talsma and seconded by Carpenter to adjourn the Tuesday, May 11, 2021 meeting of the Jasper County Board of Supervisors.

YEA:	CARPENTER, TALSMA, CUPF	PLES	

Dennis K. Parrott, Auditor	Doug Cupples, Chairman