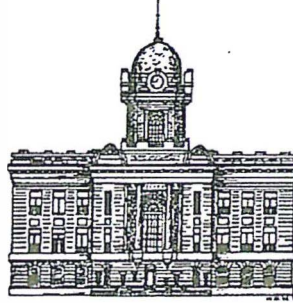


Jasper County, Iowa

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.jasperia.org

July 6, 2021

9:30 a.m.

Live Stream: <https://jasper.zoom.us/j/97712718501>

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

Pledge of Allegiance

- Item 1 Public Hearing - Ordinance #66 Animal Control**
- Item 2 Second Amendment Sanctuary**
- Item 3 Community Development – Kevin Luetters**
 - a) Set Public Hearing for Ordinance #67 Tanning Facilities
(Recommended Dates & Times: July 20th, July 27th & August 3rd at 9:30 AM)
- Item 4 Engineer – Paul Geilenfeldt**
 - a) Purchase of Rotary Mower
- Item 5 Human Resources**
 - a) Engineer Employment Contract & Agreement
 - b) Employee Hiring Resolution – County Engineer
 - c) Employee Hiring Resolution – Full-Time Jailers
 - d) Compliance Group / HIPPA Agreement
- Item 6 Salvatore Cardile**
- Item 7 Approval of Claims Paid through 07/06/21**
- Item 8 Approval of Board of Supervisors Minutes for 06/29/21**
- Item 9 Board Appointments**

PUBLIC INPUT & COMMENTS

Jasper County, Iowa
Ordinance #66 Animal Control

- 1.01 Policy
- 1.02 Definitions
- 1.03 Intake/ Release Procedure
- 1.04 Unclaimed Animals
- 1.05 Responsibilities of Owners
- 1.06 Conditions for Impoundment
- 1.07 Confinement
- 1.08 Keeping of Potentially Dangerous Dogs
- 1.09 Right to Kill
- 1.10 Keeping of Vicious Dogs and Dangerous Animals Prohibited
- 1.11 Vicious Dog and Dangerous Animal Exceptions
- 1.12 Abatement Procedure Pertaining to Vicious Dogs and Dangerous Animals
- 1.13 Animal Welfare and Care
- 1.14 Animal Welfare Complaints
- 1.15 Fees
- 1.16 Severability
- 1.17 Effective Date

1.01 POLICY

Jasper County Animal Control will maintain licensure as a “pound” under the Bureau of Animal Industry in the Dept. of Agriculture and Land Stewardship. Animal Control will conduct activities that support chapter 717 and 717B of the Code of Iowa as it relates to offenses and injury to animals. This will be done in cooperation with local law enforcement. Fees may be charged to cover costs of disease prevention and custodial care.

1.02 DEFINITIONS

For use in this chapter, the following terms or words are interpreted or defined:

1. “Animal” means domesticated dog or cat unless otherwise indicated in this section.
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.
3. “Animal Pound” 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.

4. "At Large" means any animal found off the premises of its owner and not under the control of a competent person. An animal shall not be deemed at large if such animal is:

- A. Restrained within a motor vehicle.
- B. In a fenced-in area.
- C. Housed in a veterinary hospital or kennel.
- D. On a leash (electronic or otherwise).
- E. "At heel" beside a competent person and obedient to that person's command.

5. "Attack" means an act committed by an animal with the ability to execute such an act that either by threat of physical contact or actual physical contact causes fear, pain or injury to a human being or an animal so long as the latter has not first committed such an act on the offending animal.

6. "Cats" means both male and female animals of the feline species, whether altered or not.

7. "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.

8. "County Agent" is the director of community development or designee.

9. "Dangerous Animal" means (a) any animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among, human beings or animals and having known tendencies as a species to do so; (b) any animals declared to be dangerous by the Board of Supervisors upon reasonable notice to the owner thereof who shall be entitled to a hearing before the Board; and (c) the following animals which shall be deemed dangerous animals per se:

- A. Wolves, coyotes, and foxes;
- B. Badgers, wolverines, weasels, mink, and other Mustelids;
- C. Bats;
- D. Bears;
- E. Gila monsters and lizards that are venomous or poisonous;
- F. All apes (including chimpanzees), baboons, and macaques;
- G. Monkeys, except the squirrel monkey;
- H. Elephants;
- I. Wild boar;
- J. Black widow and brown recluse spiders and scorpions;
- K. Snakes which are naturally venomous or poisonous;
- L. Snakes which are constricting and exceeding six (6) feet in length;

- M.** All cats, except domestic cats (Carnivore of the family Felidae, including but not limited to lions, cougars, tigers, jaguars, leopards, lynx, ocelots, bobcats, etc.);
- N.** Raccoons, opossums, and skunks;
- O.** Any animal that has attacked or bitten any person without provocation, or any animal that has exhibited vicious propensities in present or past conduct by acting in the following manner; **(a)** by biting a person or persons on two separate occasions within a twelve (12) month period; or **(b)** did bite a person once causing injuries above the shoulders of the person.

10. “Disturbance” means the act of trespassing, chasing, maiming, or killing domestic livestock or fowl; damaging or killing domestic livestock or fowl; damaging or destroying personal property; biting or attempting to bite a person.

11. “Dogs” means both male and female animals of the canine species, whether altered or not.

12. “Impound animal” means an animal that is taken or seized by police action.

13. “Livestock” means animals kept for use of pleasure, especially farm animals kept for use and profit including fowl.

14. “Owner” includes, in addition to its ordinary meaning, any person or persons, firm, association or corporation owning, keeping, sheltering or harboring an animal.

15. “Police Action” means that the animal’s lawful owner has been detained/arrested/incarcerated by a law enforcement agency.

16. “Potentially dangerous dog” means any of the following:

A. Any dog which, when unprovoked, on two separate occasions within the prior 36-month period, engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the animal are on or off the property of the owner or keeper of the dog.

B. Any dog which, when unprovoked, inflicts injury upon a person less severe than as defined in Section 1.02(9).

17. “Proper enclosure” means any pen or kennel with sides attached to a secured top and a secured bottom, floor or foundation. In lieu of a top, a fence may be used that is at least six feet in height or six feet taller than any internal structure that the dog can jump from. In lieu of a bottom, a fence may be used that is imbedded into the ground at least two feet to prevent any digging under the fence.

18. "Provoked" means, but is not limited to:
 - A. Any willful trespass or other tort upon premises occupied by the owner or keeper of the dog.
 - B. Any act of teasing, tormenting, abusing, or assaulting or threat to act; being committed by a person or animal against a dog or the owner or keeper of the dog.

19. "Severe injury" means any physical injury to a human being that results in muscle or tendon tears, joint injuries, disfiguring lacerations or requires multiple sutures.

20. "Stray" means any animal unlawfully running at large, the ownership of which cannot with reasonable investigation be ascertained or any animal which has been abandoned by its owner.

21. "Unincorporated Areas" means areas not within the confines of an incorporated city.

22. "Vicious dog" means any of the following:
 - A. Any dog, which, when unprovoked and in an aggressive manner, bites a human being above the waist (excluding the hands) or inflicts severe injury upon or kills a human being.
 - B. Any dog previously determined to be potentially dangerous by Jasper County which, after its owner or keeper has been notified of the determination, described in Section 1.02 continues the behavior described or is maintained in violation of Section 1.08.

1.03 INTAKE/ RELEASE PROCEDURE

- A. Animals will be impounded by a county agent or the local law enforcement officer at their discretion if the animal poses a safety threat to the community.
- B. Animals that are claimed by an owner must be shown to be current on their Rabies, Distemper/Parvo vaccination before they can be released. No animal may leave the facility without a Rabies certificate, and Distemper/Parvo vaccinations.
- C. An "Animal Release Form" must be filled out for all animals held in the pound and held on file for one year as per State licensing requirements for a pound.
- D. Animals that are known to be potentially dangerous, dangerous, vicious, or having a contagious disease may not be admitted into the pound's custody.

1.04 UNCLAIMED ANIMALS

- A. Stray animals brought to the pound that have not been claimed after 7 days will be transferred to another animal rescue facility. All information known about the animal shall be disclosed to the animal rescue facility by pound staff.
- B. Stray animals will be given Distemper/Parvo, Bordetella, and Rabies vaccinations according to Iowa Department of Agriculture and Land Stewardship (IDALS) regulation.

- C. Impound animals that have been acquired by police action, not claimed within 72 hours may be transferred to an animal rescue facility. All information known about the animal shall be disclosed to the animal rescue facility by pound staff or local law enforcement. Police Authority shall notify the animal owner that their animals were seized and that they have 72 hours to properly get their animals out of impound or make approved arrangements with pound staff.
- D. Animals deemed to be not adoptable due to health or temperament by a licensed veterinarian will be humanely euthanized by a licensed veterinarian.

1.05 RESPONSIBILITY OF OWNERS

It shall be the responsibility of an owner of any animal, through the use of methods deemed reasonable and proper and in accordance with all other laws, to comply with the following conditions:

1. It is unlawful for an owner of any animal to permit such animal to pass upon the premises of another person, thereby causing damage to, or interference with, the premises.
2. It is unlawful for an owner of any animal to permit such animal to cause serious noise or disorder to any person or persons by frequent and habitual howling, yelping, barking, or otherwise; or by running after or chasing persons, bicycles, automobiles or other vehicles, or in any way posing a public hazard, a public nuisance, or a disturbance.
3. It shall be the duty of the owner of any dog, cat or other animal which has bitten or attacked a person or any person having knowledge of such bite or attack to report this act to a local health or law enforcement official. It shall be the duty of physicians and veterinarians to report to the Board of Health, County Agent, or Local Law Enforcement the existence of any animal known or suspected to be suffering from rabies. (Code of Iowa, Sec. 351.38)

1.06 CONDITIONS FOR IMPOUNDMENT

1. Any animal found at large that may pose a safety threat.
2. Any dog which is causing a disturbance is subject to seizure and impoundment.
3. Any vicious dog or dangerous animal believed to pose a risk or threat of harm to any person or animal may be seized and impounded.
4. Any animal against which two (2) or more complaints for running at large and causing a disturbance to have been made is subject to restraint on the property of the owner. This is to include all animals within the County.
5. Any animal that is seized by police action.

1.07 CONFINEMENT

When the Animal Control Officer or County Agent receives information that any person has been bitten by an animal or that a dog or animal is suspected of having rabies, the Animal Control Officer or County Agent shall order the owner to confine such animal in the manner provided herein for a minimum of ten (10) days.

1. An animal must be quarantined by a licensed veterinarian or at a licensed pound at the owner's expense, if:
 - A. The animal, over four (4) months of age, has no record of current rabies Vaccination. Unvaccinated animals cannot be vaccinated until the end of the quarantine period, at which time the animal must be vaccinated at the owner's expense and paid in advance of the 10-day hold.
 - B. The events leading to the incident are such that rabies is suspected.
 - C. There was no due cause for the incident, or the animal has suspicious recent history. This will be utilized even if the animal has a record of being currently vaccinated for rabies.
2. Home quarantine may be permissible if:
 - A. Conditions listed in Subsection 1.07 (1) are not applicable and the owner can provide proper confinement of the animal, complete with the posting of a sign in a conspicuous place, warning of possible rabies infection. Confinement will be done by the penning of the animal so that there is a metal barrier as to prevent the intimate approach of any other animal or person.
 - B. The owner of the animal shall sign an agreement to adhere to the rules of confinement for the designated length of time, and also agrees to notify the County immediately if the animal sickens, dies, or escapes.
 - C. The animal control officer has the authority to require that the animal be examined by a licensed veterinarian at the end of the quarantine period, and revaccinated if the bite occurred within two months of the expiration date of the current vaccination. The quarantine period shall be ten (10) days for all animals. With the approval of a licensed veterinarian, said animal may be euthanized and the brain sent for examination at the owner's expense, if it is not practical to confine the animal for reasons of health and safety. If the owner fails to confine such animal in the manner directed, and animal shall be apprehended and impounded and after ten (10) days the animal will be euthanized. If such animal is returned to its owner, the owner shall pay the cost of impoundment and any other costs associated with the care of the animal.

1.08 KEEPING OF POTENTIALLY DANGEROUS DOGS

A potentially dangerous dog shall at all times be kept confined within a residence or in a secured proper enclosure. The enclosure shall be locked with a key or combination lock to prevent the entry of children. When off the premises, the dog must be kept on a

substantial leash of no more than six feet in length and under the control of a responsible adult. If there are no additional instances of the behavior described in Section 1.02 within a 36-month period from the date of designation as a potentially dangerous dog, the dog may be removed from the list of potentially dangerous dogs.

1.09 RIGHT TO KILL

The County reserves the right to euthanize any animal not under observation for rabies or under rabies quarantine for which no reasonable veterinary care would prove to be practical to sustain said animal, when said animal is afflicted with a contagious disease which would endanger the welfare of the other animals in the shelter, or any dog declared as vicious by Jasper County.

1.10 KEEPING OF VICIOUS DOGS AND DANGEROUS ANIMALS PROHIBITED

No person shall keep, shelter or harbor any animal as a pet, or act as a temporary custodian for such animal, or keep, shelter or harbor such animal for any other purpose or in any other capacity within the County except as provided in Section 1.11 of this chapter. No dog declared as vicious shall be allowed to be taken out of or brought into Jasper County.

1.11 VICIOUS DOGS AND DANGEROUS ANIMAL EXCEPTIONS

The prohibition contained in Section 1.10 of this chapter shall not apply to the keeping of illegal animals in the following circumstances:

1. The keeping of illegal animals in a public zoo, bona fide educational or medical institution, humane society or museum where they are kept as live specimens for the public to view, or for the purpose of instruction, research or study.
2. The keeping of illegal animals for exhibition to the public by a bona fide traveling circus, carnival, exhibit or show.
3. The keeping of illegal animals in a bona fide, licensed veterinary hospital for treatment.
4. The keeping of illegal animals by a wildlife rescue organization with appropriate permit from the Iowa Department of Natural Resources.
5. Dogs while utilized by any law enforcement officer in the performance of enforcement work.

1.12 ABATEMENT PROCEDURES PERTAINING TO VICIOUS DOGS AND DANGEROUS ANIMALS

If the County Agent has a reasonable suspicion that a dog is vicious, or a dangerous animal is in violation of this chapter, the County Agent shall conduct or cause to be conducted, an investigation. In the event that the County Agent has probable cause to believe that a dog is

vicious, or a dangerous animal is in violation of this chapter, the County Agent shall be empowered to convene a hearing for the purpose of determining whether or not the dog in question should be declared vicious or the dangerous animal is in violation and constitutes a hazard.

If a hearing is to be convened, the County Agent shall notify the owner or keeper of the vicious dog or dangerous animal that a hearing will be held at which said owner or keeper may have the opportunity to present evidence why the dog or dangerous animal shall not be declared a hazard.

The hearing shall be held promptly within no less than five (5) days or more than ten (10) days after the service of notice upon the owner or keeper of the dog or dangerous animal. The hearing shall be informal and shall be open to the public.

The hearing shall be overseen by a three (3) person committee. Members of the committee shall have two-year appointments and the committee shall consist of one member being an employee from the Jasper County's Sheriff's Office, one member being a licensed veterinarian, and one member being a Jasper County resident.

After the hearing, the owner or keeper of the dog or alleged dangerous animal shall be notified in writing of the determination. If a determination is made that the dog is vicious or the dangerous animal is a hazard; the owner or keeper shall comply with the provisions of this chapter in accordance with a time schedule established by the County Agent, but in no case more than thirty (30) days subsequent to the date of determination. If the owner or keeper of the dog or dangerous animal contests the determination, he or she may bring a petition in the district court within the judicial district wherein the dog or dangerous animal is kept, praying that the court conduct its own hearing on whether or not the dog be declared vicious or the dangerous animal be found to be in violation and a threat to the public safety. After service of notice upon the County Agent, the court shall conduct a hearing anew and make its determination as to alleged viciousness or hazard. The issue shall be decided upon the preponderance of the evidence.

If the court rules the dog to be vicious, or the dangerous animal to be a threat to the public safety, the court may establish a time schedule to ensure compliance with this chapter. The court may decide all issues for or against the owner or keeper of the dog or dangerous animal, regardless of the fact that said owner or keeper fails to appear at said hearing. The determination of the district court shall be final and conclusive upon all parties thereto. However, the County Agent shall have the right to declare a dog vicious or an animal dangerous for any subsequent actions of the dog or animal. In the event that the County Agent has probable cause to believe that the dog in question is vicious or the animal is dangerous and poses a threat of serious harm to human beings or domestic animals, the County Agent may seize and impound the dog or dangerous animal pending the aforesaid hearings. The owner or keeper of the dog or dangerous animal shall be liable to the County when the dog or dangerous animal is impounded for costs and expenses of keeping such dog or dangerous animal.

1.13 ANIMAL WELFARE AND CARE

All animals shall be maintained with a “minimum level of care.” This shall mean the care sufficient to reasonably preserve the physical health and condition of the animal(s), and except for emergencies or circumstances beyond the reasonable control of the owner includes but is not limited to the following requirements:

1. A quantity of wholesome feed suitable for the animal’s species and age, sufficient to maintain reasonable levels of nutrition, at intervals or not more than twenty- four (24) hours or longer if the dietary requirements of the animal require.
2. Reasonable access to a supply of clean, fresh water provided for drinking in amounts and at intervals suitable for the species, not to exceed twenty-four (24) hours at any interval.
3. If the animal is a pet, adequate access to a shelter sufficient to ensure that the pet does not suffer unreasonable distress due to natural elements, including but not limited to wind, rain, snow, sun, cold, heat, or dampness.
4. If the animal is livestock, adequate access to a natural or constructed barrier sufficient to offer reasonable protection against temperature extremes, wind, rain, or snow.
5. If the animal is restricted in a confinement area for an extended period, the area shall be kept reasonably clean and free from contaminates, including animal waste, which may threaten the health of the animal.
6. Veterinary or farrier care, if a reasonably prudent person would advise such care to relieve distress from injury, disease or neglect.
7. If the animal is a pet, a confinement area with adequate space for the exercise necessary to preserve the health of the animal and which provides a dry area for the animal to rest. The air temperature or ventilation in the confinement area shall be suitable to preserve the health of a normal animal of the same species.
8. If an animal is fastened by a leash, including a rope or chain, which restricts the movement of the animal, a leash shall be attached to the animal by a well-fitting collar or harness that is fastened to the animal in a manner designed to prevent injury or entanglement. A leash shall not restrict an animal from access to adequate shelter or sufficient food or water.

1.14 ANIMAL WELFARE COMPLAINTS

- A. If a complaint is received about an animal’s welfare or a neglect situation, the ACO will investigate following the Iowa Code Chapter 717 and 717B for guidance.

- B.** Following a complaint, the ACO will fill out a complaint form, documenting the caller contact information if available, and all steps taken to investigate and/or remediate the situation. The owner of the property and/or animal(s) of concern will then be contacted to ask permissions to check on the welfare and condition of the animal(s). If given permission the ACO will observe the living conditions and requirements of the law for the species of concern.
- C.** If permission to investigate is denied by the owner, law enforcement will be contacted for procedure to gain admittance to investigate. If necessary, a search warrant may be requested by law enforcement from the county attorney. Further investigations from a search warrant will be done according to law and Chapter 717 and Chapter 717B.

1.15 FEES

The Jasper County Board of Supervisors will establish fees to be collected by Jasper County Animal Control for services necessary for carrying out provisions of this article.

1.16 SEVERABILITY

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

1.17 EFFECTIVE DATE

This ordinance shall be in effect after its final passage, approval and publication as provided by law. All previous animal ordinances are considered null and void.

Resolution _____

A RESOLUTION DECLARING JASPER COUNTY TO BE A SECOND AMENDMENT SANCTUARY COUNTY

WHEREAS, the right of the people to keep and bear arms is guaranteed as an individual right under the Second Amendment to the United States Constitution,

WHEREAS, the right of the people to keep and bear arms for defense of life, liberty and property is regarded as an inalienable right of the people of Jasper County, Iowa, and

WHEREAS, the people of Jasper County, Iowa derive economic benefit from all safe forms of firearms recreation, hunting and shooting conducted within Jasper County using all types of firearms allowable under the United States Constitution and the laws of the State of Iowa, and

WHEREAS, the Jasper County Board of Supervisors was elected to represent the citizens of Jasper County, and have sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of Iowa, and

WHEREAS, legislation is currently being considered or expected to be proposed by both the Federal Legislature and the Iowa State Legislature that potentially seeks to infringe on the constitutionally protected right of citizens to keep and bear arms, and

WHEREAS, the Jasper County Board of Supervisors wants to ensure that the rights of the citizens of Jasper County are protected, and

WHEREAS, the Jasper County Board of Supervisors understands that the Federal Legislature and the Iowa State Legislature can not be solely trusted to protect citizens Second Amendment rights, and

WHEREAS, it is desirable to declare that Jasper County is a Second Amendment Sanctuary County, as Jasper County opposes the enactment of any legislation or the issuance of executive order, that would infringe upon the constitutional right of the people of Jasper County to keep and bear arms, and

WHEREAS, legislation of the Congress of the United States or of the Iowa General Assembly, or any order promulgated by the Federal or State of Iowa Executive that infringes upon the constitutionally protected natural right of the people of Jasper County to keep and bear arms shall not be enforced by any individual employed by the Jasper County Sheriff's Office or any other employee of Jasper County

NOW, THEREFORE, BE IT RESOLVED that the Jasper County Board of Supervisors hereby declares Jasper County to be a Second Amendment Sanctuary County, and hereby states its opposition to the enactment of legislation, the issuance of executive order, or the promulgation of any regulation after the date of adoption of this resolution that would infringe upon the constitutionally protected natural right of the people of Jasper County to keep and bear arms.

Denny Carpenter

Brandon Talsma

Doug Cupples

Sheriff John Halferty

Attest

Dennis Parrott

Rotary Mower

PROJECT

LOCATION

ORDER NO. 5-6-21

DATE OF BIDDING

ITEM NO.

QUANTITY

DESCRIPTION

1 - 15' Rotary Mower

\$11,900

\$14,840

\$21,600

BIDDERS
1-24
Machinery

Vein-wall
Egt.
Krusman
Imp.

Scott Van Waardhuizen

From: Chad Pirkl <Chad.Pirkl@titanmachinery.com>
Sent: Wednesday, June 30, 2021 7:12 AM
To: Scott Van Waardhuizen
Cc: Chad Pirkl
Subject: Landpride RC5715 - Titan Machinery Pella

[**NOTICE:** This message originated outside of Jasper County -- **DO NOT CLICK** on links or open attachments unless you are sure the content is safe.]

Scott,

Here is the quote for the 15' Batwing mower we discussed.

New Landpride RC5715 – 15' Batwing, , Would need to order. Anticipate roughly November delivery date.

- 540 PTO (can switch to small 1,000 for same sell price)
- 8qty 21" Laminated tires (Can upgrade to 8qty 26" Laminated tires for an additional \$695)
- HD Single Center Suspension Axle
- HD Single Suspension Wing Axle
- 540 CV Main Driveline Cat 4 with Over-Running Clutch
- Single Front and Rear Chain Guards
- No Deck Rings
- Single Acting Fold Cylinders (2 total Hydraulics Remotes required on tractor. One for Up/Down Mainframe, One for Up/Down on Wings, Wings are gravity pulled to unfold)
- Performance Hitch
- Red in Color
- Bolt on Dishpan Blades

\$19,500 Sell Price – Includes Set up and Delivery to Newton. Priced using government contract discounts.

Trade Allowance

\$4,500 - RCM5610 Landride (Serial Number 688885)

\$3,100 – Rhino FR15 (Serial Number 10550)

\$11,900 – Trade difference / Amount owed.

Please let me know if you have any questions,

Thanks,

Chad

Chad Pirkl

Equipment Sales Consultant

Titan Machinery – Pella

408 SE 9th Street

Pella, IA 50219

Cell: 641-204-2826

Office: 641-316-9247



Quote Summary

Prepared For:
 JASPER CO SHOP
 910 N 11TH AVE E
 NEWTON, IA 50208

Prepared By:
 Trevor White
 Van-Wall Equipment, Inc
 1318 West Street S
 Grinnell, IA 50112
 Phone: 641-236-6514
 trevor.white@vanwall.com

Quote Id: 24686253
Created On: 17 June 2021
Last Modified On: 24 June 2021
Expiration Date: 24 June 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE R15 Flex wing Rotary Cutter	\$ 29,822.00	\$ 20,840.00 X	1 =	\$ 20,840.00
Equipment Total				\$ 20,840.00

Trade In Summary	Qty	Each	Extended
LANDPRIDE RCM5610 - 68885	1	\$ 4,500.00	\$ 4,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 4,500.00
RHINO FR15 - 10550	1	\$ 1,500.00	\$ 1,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 1,500.00
Trade In Total			\$ 6,000.00

Quote Summary	
Equipment Total	\$ 20,840.00
Trade In	\$ (6,000.00)
SubTotal	\$ 14,840.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 14,840.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 14,840.00

Salesperson : X _____

Accepted By : X _____

Confidential

Scott Van Waardhuizen

From: Scott Van Waardhuizen <mrvan1434@gmail.com>
Sent: Thursday, July 1, 2021 7:07 AM
To: Scott Van Waardhuizen
Subject: Mower

[NOTICE: This message originated outside of Jasper County -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Depends on operators....if have some rougher ditches the 4815 is better. But if ditches aren't too bad and have some good operators then 3815 is fine.

3815 foam filled tires, chains front and rear, 1000 pto
\$21,600

4815 foam filled tires, chains front and rear, 1000 pto
\$22,600

Let me know. Availability is backed up. But I'll get exact date

Sent from my iPhone

From Kouseman Imp. in Sully via a text
to my phone, will not trade in old mowers.

EMPLOYMENT CONTRACT AND AGREEMENT – JASPER COUNTY ENGINEER

This Employment Contract and Agreement made and entered into this ____ day of July, 2021 by and between Jasper County, Iowa, by its Board of Supervisors (hereinafter “Jasper County”) and Michael J. Frietsch, (hereinafter “Engineer”).

WHEREAS: Jasper County desires and needs the services of a Registered Professional Engineer licensed in the State of Iowa to serve in the capacity of County Engineer, in accordance with the Code of Iowa, Chapter 309.

WHEREAS: The Engineer is duly qualified, able and willing to furnish said services to Jasper County,

NOW, THEREFORE, in consideration of these mutual covenants, the parties have agreed and do agree as follows:

1. Jasper County hereby employs Michael J. Frietsch as the County Engineer for Jasper County, Iowa for the period beginning the 1st day of August 2021 and ending the 31st day of July 2024.
2. Jasper County shall furnish the Engineer all equipment, material, manpower and transportation necessary for the efficient performance of the official duties of the County Engineer. In addition, Jasper County shall provide the Engineer a vehicle for the Engineer to operate in performance of his duties.
3. The Engineer shall keep himself, and Jasper County, advised as to the condition of the budget items of the Secondary Road fund. The Engineer shall also have control of all planning, engineering, construction and maintenance work of the Secondary Road Department and all employees therein in order to accomplish his official duties. It shall also be the responsibility of the Engineer to recommend employees to be hired by Jasper County to fill vacancies within the Secondary Road Department. It shall also be the responsibility of the Engineer to administer disciplinary action to the employees of the Secondary Road Department as may be required.
4. The Engineer shall file a bond in the amount of \$5,000.00 with Jasper County in accordance with Iowa Code section 309.18. All fees incurred by filing said bond shall be paid by Jasper County.
5. The Engineer shall devote his time and talents to the best of his ability and in the best interest of Jasper County, Iowa. And, therefore, in so doing, it is agreed that the Engineer shall be in responsible charge of the Secondary Road Department. The Engineer shall be indemnified and saved harmless for any and all actions taken against Jasper County, and the Jasper County Board of Supervisors, or the Engineer, due to the actions performed by the Engineer during the course of his duties. Jasper County shall defend all such actions and pay all judgments rendered. Jasper County’s duty to indemnify and hold harmless the Engineer shall extend to all forms of damages asserted or recovered against the Engineer,

unless it is established in an action by Jasper County against the Engineer that the Engineer's conduct upon which any punitive damages are asserted or recovered was the result of actual malice or willful, wanton and reckless misconduct. Jasper County may acquire insurance as deemed necessary by it to cover its liabilities under this provision.

6. For and in consideration of the foregoing, Jasper County shall pay the Engineer, prorated to equal semi-monthly installments, the salary of \$120,000.00 with increases to be determined annually and to go into effect on July 1 of each fiscal year, by Jasper County. The salary of \$120,000.00 shall commence on August 1, 2021. The salary of \$125,000.00 shall commence on July 1, 2022. The salary of \$127,500.00 or an increase to match the "Cost of Living Adjustment" for that year, whichever is higher, shall commence on July 1, 2023.
7. Vacation shall be earned under the existing Jasper County Policy Manual. The Engineer shall have 4 weeks of vacation a year. Compensation shall be paid in full during vacation time. Any remaining unused vacation time, not to exceed 2 weeks, may be carried over from one year to the next.
8. The Engineer shall be granted insurance benefits, sick leave, vacation, paid holidays and all other fringe benefits granted in Jasper County's Personnel Policy, except as amended by this Agreement. In addition, the Engineer shall be granted an up to \$10,000 Relocation Fee and an upfront \$5,000 Recruiting Incentive. However, the Engineer agrees that both the Relocation Fee and the Recruiting Incentive shall be paid back to Jasper County if the Engineer leaves prior to working six (6) months in the position. Further, receipts/invoices must be provided to the Jasper County Auditor's Office before any proceeds will be paid under the Relocation Fee portion of this Agreement and relocation must be completed within six (6) months from start date.
9. The Engineer shall be paid actual and necessary expenses while performing his duties outside of Jasper County. Jasper County shall pay for actual and necessary expenses and allow time off with pay while the Engineer is representing Jasper County as its Engineer, or as a representative of a state or national association dealing with counties or county engineering, subject to the Engineer obtaining prior approval from Jasper County. Any reimbursable expenses due from other organizations, if originally paid by Jasper County, shall be returned to Jasper County.
10. The Engineer shall be granted time with pay to attend highway conferences, Engineer's meetings, technical session and short courses, and to attend such meetings as are a requirement for his professional license. All expenses related to these meetings, and dues, shall be paid by the County as the Iowa law allows.
11. Either party to this contract may terminate the same in the proper manner prescribed as follows:
 - a. Jasper County may terminate this contract for cause with an unanimous vote of the Board of Supervisors. In such case, Jasper County shall set forth in a written notice

the specific facts upon which the cause for termination is based, together with the date of termination. The Engineer shall receive a copy of the written notice of facts constituting the basis for termination and may request a meeting/hearing with Jasper County to resolve the issues raised in the notice. At the end of the hearing, Jasper County may confirm the termination or modify it as desired. The hearing/meeting shall be considered a public meeting under the Code of Iowa, Chapter 21 and the Engineer may request that the hearing/meeting be closed to the public pursuant to Iowa Code section 21.5(1)(i). The decision of Jasper County shall be considered final as between the parties. The Engineer will be paid for all earned and accrued vacation time.

- b. The Engineer may terminate this contract any time, without cause, by giving thirty (30) days' notice in writing to Jasper County. In such event, the Engineer shall continue to render his services and shall be paid his regular compensation up to the date of termination, but no severance allowance shall be paid. The Engineer, in the event of termination by Jasper County, shall be paid for all earned and accrued vacation time.
 - c. Jasper County may terminate this contract at any time without cause by giving thirty (30) days' notice in writing to the Engineer of such formal action taken by an unanimous vote of the Board of Supervisors. In such event, the Engineer, if requested by Jasper County, shall continue to render his services and shall be paid his regular compensation up to the date of termination. Further, upon issuance of such termination, Jasper County recognizes the adverse circumstances in which the Engineer has been placed, and therefore, agrees to continue to pay the Engineer at the time of the termination a severance allowance equal in amount to the Engineers' semi-monthly salary for up to four (4) months. This payment shall cease if and when the Engineer secures other employment within four (4) months of the termination. This severance shall also serve as settlement for any and all damages sustained, in addition to all earned and accrued vacation. The Engineer, by signature of this Agreement, releases Jasper County from any and all other claims or liability for compensation and damages arising from this termination.
12. Upon expiration of this contract, the Engineer shall be paid for all unused, earned and accrued vacation time as allowed by the current Jasper County Personnel Policy.
13. The Engineer shall reside within Jasper County during the term of this Agreement, unless otherwise agreed to by Jasper County.
14. The contract may be amended, revised, renewed, or extended at any time only by written approval of Jasper County and the Engineer.
15. This contract shall supersede all previous contracts and any such contracts presently existing shall become null and void.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purposes herein expressed.

This Agreement is effective on the date signed by the parties below.

JASPER COUNTY

ENGINEER

_____ Date: _____
Doug Cupples, Chairman
Jasper County Board of Supervisors
Jasper County, Iowa

_____ Date: _____
Michael J. Frietsch
Jasper County Engineer
Jasper County, Iowa

ATTEST:

_____ Date: _____
Dennis Parrott, Auditor
Jasper County, Iowa



FROM

Compliance Group
55 Broadway, Unit 684
Greenlawn, NY 11740

855-854-4722 Ext 4

BILL TO

Jasper County
Ryan Eaton
101 1st St. N., Room 108
Newton, IA 50208
United States

INVOICE NUMBER 2021-19830
DATE 07/22/2021
TERMS Due on receipt
DUE DATE 07/22/2021
AMOUNT DUE (USD) **\$ 4,800.00**

SUBSCRIPTION TYPE / DESCRIPTION	QUANTITY	RATE	AMOUNT
The Guard ENTERPRISE The Guard ENTERPRISE: 1 year access to The Guard up to 250 Users, HIPAA related questionnaires, audits, policies and procedure	1	\$ 3,000.00	\$3,000.00
The Guard Additional LOCATION Additional location(s) access to HIPAA related questionnaires, audits, policies & procedures.	3	\$ 600.00	\$1,800.00
		AMOUNT DUE (USD)	\$ 4,800.00

June 29, 2021

Tuesday, June 29, 2021, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma, and Cupples present and accounted for; Chairman Cupples presiding. Carpenter absent.

Motion by Cupples and seconded by Talsma to open a public hearing for FY2020/2021 budget amendment.

YEA: TALSMA & CUPPLES

Motion by Talsma and seconded by Cupples to close the public hearing for FY2020/2021 budget amendment.

YEA: CUPPLES & TALSMA

Motion by Talsma and seconded by Cupples to approve the FY2020/2021 budget amendment.

YEA: CUPPLES & TALSMA

Motion by Talsma and seconded by Cupples to adopt Resolution 20-51 to make appropriations to each of the different officers and departments for the FY2021, in accordance with Iowa Code Section 331.434(6).

YEA: CUPPLES & TALSMA

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

Motion by Talsma and seconded by Cupples to adopt Resolution 20-52 to make appropriations to each of the different officers and departments for the FY2122, in accordance with Iowa Code Section 331.434(6).

YEA: CUPPLES & TALSMA

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

Motion by Talsma and seconded by Cupples to table agenda items 4 a) DMV layout changes & 4 c) Furniture Proposal.

YEA: CUPPLES & TALSMA

Motion by Talsma and seconded by Cupples to establish a committee for the selection of the murals to be placed in the County Administration building.

YEA: CUPPLES & TALSMA

The four people selected to the Administration Murals Committee are Amy Doering, KayLea Marchant, Ryan Eaton and Brandon Talsma with Doug Cupples as the alternate.

Motion by Talsma and seconded by Cupples to approve a 5 day (July 9 through July 14, 2021) liquor license for the Baxter Fun Days Committee.

YEA: CUPPLES & TALSMA

Motion by Talsma and seconded by Cupples to approve 2020 Homestead Allowance Disallowance Recommendations.

YEA: CUPPLES & TALSMA

Motion by Talsma and seconded by Cupples to approve the 28E between Jasper County and the Jasper County Board of Health for Environmental Health Services.

YEA: CUPPLES & TALSMA

Motion by Talsma and seconded by Cupples to approve adding the City of Oakland Acres to the 28E Agreement for animal control services.

YEA: CUPPLES & TALSMA

Motion by Talsma and seconded by Cupples to adopt Resolution 21-53 approving transfer order #1455 transferring \$18,018 from the General Fund to the Attorney's Collections Fund.

YEA: CUPPLES & TALSMA

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

Motion by Talsma and seconded by Cupples to adopt Resolution 21-54 approving transfer order #1456 transferring \$30,631.12 from the General Fund to Various Funds.

<u>From Fund</u>	<u>To Fund</u>	
0001-General Fund	2080-(2021)Solar project	\$20,331.12
0001-General Fund	0052-Environmental Health Infraction Fund	\$10,000.00
0001-General Fund	2040-(2021)GO Bond, Admin Bldg.	\$ 300.00

YEA: CUPPLES & TALSMA

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

Motion by Talsma and seconded by Cupples to adopt Resolution 21-55 approving transfer order #1457 transferring \$198,188.89 from the various Funds to Various Funds.

<u>From Fund</u>	<u>To Fund</u>	
0020-Conservation Memorial Fund	0027-Conservation Land Acq	\$ 3,859.30
0006-Reimer Refuge Trust	0027-Conservation Land Acq	\$ 2,706.75
0035-IDNR Supplemental	0027-Conservation Land Acq	\$ 587.14
1590-Hartley Heritage	0027-Conservation Land Acq	\$ 2,030.00
0215-Environmental Education	0005-Environmental Education	\$ 12,418.40
0027-Conservation Land Acq	0028-Conservation Nature Center	\$ 47,587.30
0001-General Fund	0027-Conservation Land Acq	\$129,000.00

YEA: CUPPLES & TALSMA

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

Motion by Talsma and seconded by Cupples to approve claims paid through 6/29/2021.

YEA: CUPPLES & TALSMA

Motion by Talsma and seconded by Cupples to approve Board of Supervisors Minutes for 6/22/2102.

YEA: CUPPLES & TALSMA

Motion by Talsma and seconded by Cupples to adjourn the Tuesday, June 29, 2021 meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES & TALSMA

Dennis K. Parrott, Auditor

Doug Cupples, Chairman