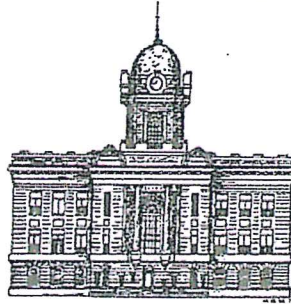


Jasper County, Iowa

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

August 17, 2021

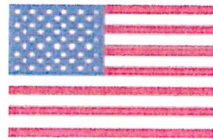
9:30 a.m.

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 – Kevin Luetters**
 - a) Rezone of Zane & Yefri Stawser-Picado, first reading

- Item 2 Buildings & Grounds – Adam Sparks**
 - a) Jasper County Community Center Rooftops Unit Replacement

- Item 3 Chris Byrd**
 - a) Annex Building MOU

- Item 4 Approval of Temporary Liquor License**
 - a) Green Castle Beer Garden for Caring for Conservation Concert at Ashton Park
08/28/21

- Item 5 Approval of Claims Paid through 08/17/21**

- Item 6 Approval of Board of Supervisors Minutes for 08/10/21**

PUBLIC INPUT & COMMENTS



BROOKER CORPORATION



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



PURCHASER: Jasper County Community Center

PHONE: 521-8844

LOCATION: PO Box 944

CITY: Newton

STATE: IA **ZIP:** 50208

ATTN: Adam Sparks

RE: RTU Unit Replacements

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

Install Ruud RGECZT072ACT12B Roof Top Unit to replace Carrier RTU
6 Ton Cooling and Heat

4 to 6 wks

Total Price \$7,865.00

Install Ruud RACCZR048ACT Roof Top Unit to replace Lennox RTU
4 Ton Cooling Only

12 wks AC only
87800 ~~80000~~ 4 to 6 wks
AC/Heat
Total Price \$7,275.00

** To repair each unit approximate cost \$4,000.00 per unit. Price may vary as units are being repaired due to unseen issues that may arise as repairs are being made. *\$8,000 total for repairs*

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

EXISTING MATERIALS BEING REPLACED TO BECOME PROPERTY OF: BROOKER CORPORATION

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

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

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

CONTRACTOR: BROOKER PLUMBING & HTG.

PURCHASER:

BY: Jim Marshall

DATE: 07/29/21

BY:

DATE:

Mechanical System Recommendation

Date: 8/9/2021
 Job Name: **Compressor Replacement 2 RTU's**
 At: **Jasper Co. Community Center**
 2401 1st Ave E
 Newton, IA 50208
 Attn: Adam Sparks



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

We recommend the following equipment:

South Carrier RTU Compressor Replacement model ZR72KCE-TF5-950

Commercial Warranty:

1 year limited on compressor and labor

North Lennox RTU Compressor Replacement model ZR48K5E-TF5-800

Commercial Warranty:

1 year limited on compressor and labor

Thank you for the opportunity to quote this bid.

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

Dealer will remove
 (Dealer / Purchaser)

REASONS TO BUY FROM WARNICK & REEVES MECHANICAL

1. Licensed, Bonded and Insured.
2. Radio dispatched service trucks.
3. Phone answered 24 hours, 7 days a week.
4. Extended warranty on all equipment installed.
5. We sell - We service - We care.
6. Continuing education program for all personnel.
7. We service all makes and models of equipment.
8. Proper design and installation join to give you trouble free operation for a better return on your investment.
9. Quality service at a reasonable price.

Warnick & Reeves Mechanical Warranty Policy

Our work will be performed in the highest skilled manner and will comply with existing governing codes and regulations. All labor on new equipment furnished by us will bear a one year warranty from the date of installation. All material and equipment furnished by us will carry the printed manufacturer warranty. This warranty will be explained to you before acceptance of this proposal.

PRICE AND TERMS

<div style="border: 1px solid black; padding: 2px;"> A. Cash <u> X </u> on completion. B. _____ 1/2 payment now. C. _____ 1/2 payment day of completion. D. _____ 90% each month - work completed Add 3% to total price if paying by credit card. </div>		Tax	Total
Carrier Compressor Replacement - ZR72	No		\$4,513.90
Lennox Compressor Replacement - ZR48	No		\$4,295.50
Plumbing Equipment			
Other Equipment			

Unless signed by purchaser price subject to change 30 days from following date.

TOTAL PRICE

\$8,809.40

Total

The above amount is due and payable on or before the 10th of the month following purchase. Interest at 1 1/2% per month (equal to 18% annually) charged on all past due accounts a minimum charge of \$1.00 for any balance under \$25.00

Payment terms

 A

Dealer Warnick & Reeves Mechanical

Purchaser _____

By Jack Reeves

By _____

Date 8/9/2021 jw

Date _____

Mechanical System Recommendation

Date: 8/9/2021
 Job Name: 2 - HVAC RTU Replacement/Repair
 At: Jasper Co. Community Center
 2401 1st Ave E
 Newton, IA 50208
 To: Attn: Adam Sparks



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

We recommend the following equipment:

1) South RTU - Carrier rooftop model 48FCEM07A2A5-0A0A0, 6-ton cooling capacity with medium gas heat option.

1A) Carrier louvered hailguard

Commercial Warranties: 10 year limited on heat exchanger
 5 year limited on compressor
 1 year limited on parts and labor

1 week

2) North RTU - Carrier rooftop model 50FC-A05A2A5-0A0A0, 4-ton cooling capacity. This unit is cooling only.
 Carrier curb adapter model 1-2060-4000.

2B) Carrier louvered hailguard

Commercial Warranties: 5 year limited on compressor
 1 year limited on parts and labor

8 weeks

Thank you for the opportunity to quote this bid.

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

Dealer will remove
 (Dealer / Purchaser)

REASONS TO BUY FROM WARNICK & REEVES MECHANICAL

1. Licensed, Bonded and Insured.
2. Radio dispatched service trucks.
3. Phone answered 24 hours, 7 days a week.
4. Extended warranty on all equipment installed.
5. We sell - We service - We care.
6. Continuing education program for all personnel.
7. We service all makes and models of equipment.
8. Proper design and installation join to give you trouble free operation for a better return on your investment.
9. Quality service at a reasonable price.

Warnick & Reeves Mechanical Warranty Policy

Our work will be performed in the highest skilled manner and will comply with existing governing codes and regulations. All labor on new equipment furnished by us will bear a one year warranty from the date of installation. All material and equipment furnished by us will carry the printed manufacturer warranty. This warranty will be explained to you before acceptance of this proposal.

PRICE AND TERMS

	A. Cash <u> X </u> on completion. B. _____ 1/2 payment now. C. _____ 1/2 payment day of completion. D. _____ 90% each month - work completed Add 3% to total price if paying by credit card.			
		Tax	Total	
Cooling Equipment	1) South - Carrier 48FCE	No	\$5,568.00	
Carrier Hailguard	1A) South - Carrier Hailguard	No	\$368.00	
Cooling Equipment	2) North - Carrier 50F	No	\$5,968.00	
Carrier Hailguard	2B) North - Carrier Hailguard	No	\$295.00	

\$12,199.00
Total

Unless signed by purchaser
price subject to change 30 days
from following date.

TOTAL PRICE _____
Payment terms A

The above amount is due and payable on or before the
10th of the month following purchase. Interest at 1 1/2%
per month (equal to 18% annually) charged on all past
due accounts a minimum charge of \$1.00 for any balance
under \$25.00

Dealer Warnick & Reeves Mechanical

Purchaser _____

By Jack Reeves

By _____

Date 8/9/2021 jw

Date _____

**MEMORANDUM OF UNDERSTANDING BETWEEN JASPER COUNTY
AND 115 N 2ND AVENUE E, LLC., CONCERNING THE JASPER COUNTY
ANNEX BUILDING**

1. **PARTIES AND PURPOSE.** This Memorandum of Understanding is between Jasper County, Iowa, (“Jasper County/Seller”) and 115 N 2nd Avenue E, LLC (“Buyer”). The purpose of this Memorandum of Understanding is to address details of the sale of a building referred to as the “Jasper County Annex Building” located at 115 North 2nd Avenue East, Newton, IA 50208 (“Annex Building”). The Annex Building is owned by Jasper County and is going to be sold to the Buyer after the Buyer was the winning bid through a public bid process. The Annex Building currently is occupied by various departments of Jasper County – Department of Human Services, Adult Probation, Juvenile Probation, Human Resources and, Veteran Affairs. Jasper County is selling the Annex Building after the purchase of a new building located in Jasper County, however, due to the construction needs of the new building Jasper County cannot occupy the new building at this time. This Memorandum of Understanding is to establish terms of occupancy of these departments in the Annex Building while it is owned by Buyer.
2. **TERM OF MEMORANDUM OF UNDERSTANDING.** This Memorandum of Understanding is effective upon the date of closing between Jasper County and Buyer concerning the Annex Building. It shall remain in effect until Jasper County has vacated the Annex Building and the Deed has been transferred to the Buyer (herein referred to as “term of occupancy”). Once the sale is closed, this Memorandum of Understanding will become void.
3. **GENERAL PROVISIONS.**
 - 3.1. **Address and Legal Description.** The real property which is the subject of this Memorandum of Understanding is situated in Newton, Iowa, locally known as 115 North 2nd Avenue East, Newton, Iowa 50208 and legally described as:

ORIGINAL PLAT LOTS 1 & 2 BLK 15

Parcel #: 08.34.138.004

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants, and mineral reservations of record, if any.

- 3.2. **Purchase Price and Deed.** The Purchase Price shall be \$16,000 to be paid by the Buyer, due on the date this Memorandum of Understanding is signed. In exchange for payment Jasper County shall draft a Quitclaim Deed to be provided to the buyer. The check and deed will be placed in an Escrow Account owned by Jasper County and held until the term of occupancy is completed.

- 3.3. Buyer Occupancy.** Upon the signing of this Memorandum of Understanding by the Parties the Buyer shall be granted immediate access and occupancy of the basement areas of the building.
- 3.4. Ownership and Closing.** If Buyer timely performs all obligations, ownership of the Annex Building shall be delivered to Buyer at the time of closing. This transaction shall be considered closed when this Memorandum of Understanding is signed by both parties, payment is delivered to Jasper County, a Quitclaim Deed is executed and delivered to Buyer from Jasper County and when Jasper County vacates the building.
- 3.5. Risk of Loss and Insurance.** Jasper County shall bear the risk of loss or damage to the Annex Building prior to closing. During the term of occupancy, Jasper County shall maintain all insurance policies related to the occupancy of the Annex Building. Buyers may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Memorandum of Understanding shall be null and void; provided, however, Buyers shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages.
- 3.6. Abstract, Title, and Survey.** Prior to closing if the Buyer wishes to have an abstract, title search, or survey done of the Annex Building the costs associated with those services shall be paid for by the Buyer.
- 3.7. Condition of Property.** During the term of occupancy, the property as of the date of this Memorandum of Understanding, including buildings, grounds, and all improvements, will be preserved by Jasper County in its present condition, except for ordinary wear and tear. Jasper County makes no warranties, expressed or implied, as to the condition of the property.
- 3.8. Real Estate Taxes.** Jasper County shall pay any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes.
- 3.9. Utilities and Maintenance.** All costs related to utilities provided to the Annex Building by utility service providers shall be paid for by Jasper County during the term of occupancy by the various departments of Jasper County. Upon the conclusion of the term of occupancy, utilities shall be paid for by the Buyer. All routine maintenance shall be the responsibility of Jasper County until the conclusion of the term of occupancy.
- 3.10. T-Mobile Tower.** Fixed on top of the Annex Building is a tower which is owned by T-Mobile or their designee. The location and operation of the tower is covered by an agreement between Jasper County and T-Mobile. Under the agreement, T-Mobile or their designee provides rent to Jasper County for use of the space on which the tower sits. Upon closing, all future rent payments associated with that agreement shall be assigned or transferred to Buyer. Jasper County shall be entitled to all payments which were due prior to closing.

- 3.11. **Repairs.** During the term of occupancy, Jasper County shall pay for any repairs necessary to the Annex Building.
- 3.12. **Improvements or Remodeling.** No demolition, construction or remodeling can be done by the Buyer until Jasper vacates the building and the deed is transferred.
- 3.13. **Fixtures.** Included with the Annex Building shall be all fixtures that integrally belong to, are specifically adapted to, or are part of the real estate, whether attached or detached.
-
- 3.14. **Parking.** Buyer may use any uncommitted parking spots on the property.
- 3.15. **Remedies of the Parties.** Jasper County and Buyer are entitled to utilize any and all remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain a judgment for costs and reasonable attorney fees. However, prior to any actions at law or in equity, the parties shall make a good faith effort to work with each other on a solution.
- 3.16. **Modification of Memorandum of Understanding.** This Memorandum of Understanding may be modified by written agreement between the parties.
- 3.17. **Termination.** In the event that the sale of the property cannot be completed and upon written notice by Jasper County the Buyer shall have 60 days to vacate the Annex Building.

SELLER – Jasper County

BUYERS – 115 N 2nd Avenue E, LLC

Doug Cupples, Chairman
Jasper County Board of Supervisors

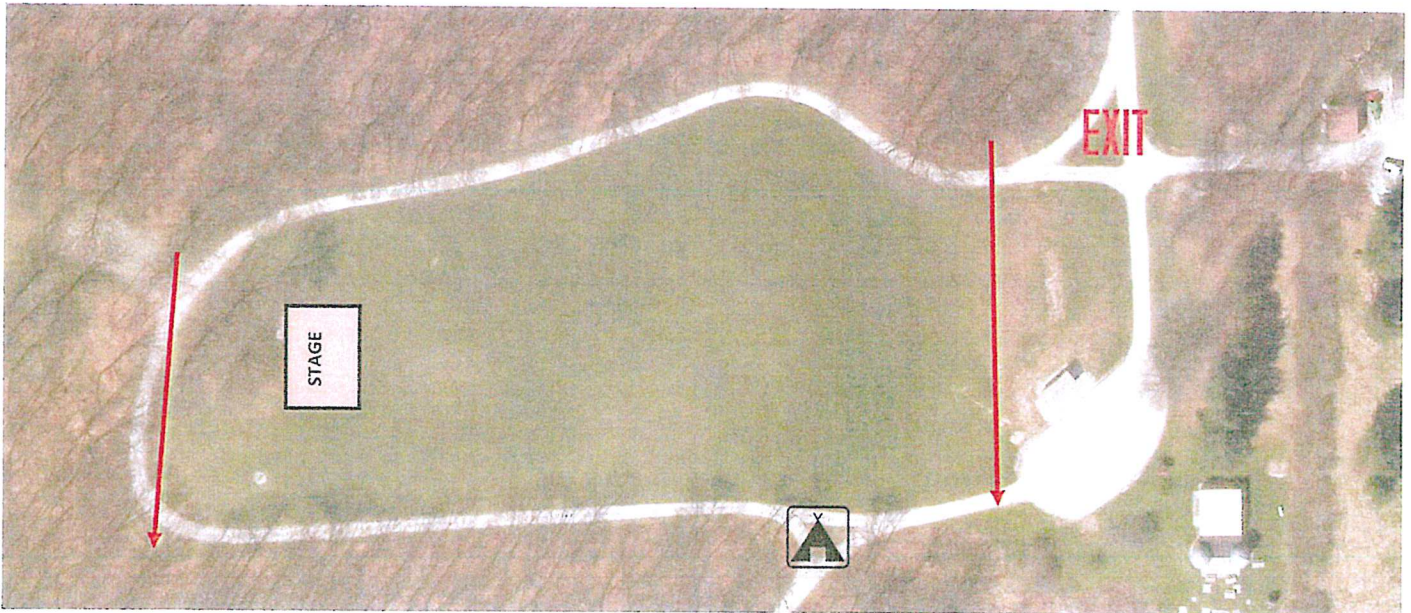
Ken Tatarow
115 N 2nd Avenue E, LLC

ATTEST:

Chris Bryd
115 N 2nd Avenue E, LLC

Dennis Parrott, Auditor
Jasper County

Jasper County Conservation
Caring for Conservation Concert August 28th, 2021
"Beer Garden Outline"



*Everything in-between the two arrows will be a beer garden. Entrance and exit to the park is limited to 1 exit. *

August 10, 2021

Tuesday, August 10, 2021, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Carpenter and Cupples present and accounted for; Chairman Cupples presiding.

Buildings & Grounds Director, Adam Sparks, presented to the Board quotes for Courthouse clock tower lighting:

DePenning & Associates, Inc.	\$4,196
Kline Electric	\$5,831.77
Van Maanen Electric Inc.	\$3,298

Motion by Carpenter and seconded by Cupples to approve the quote of \$3,289 from Van Maanen Electric to put new lights in the Courthouse clock tower.

YEA: CUPPLES & CARPENTER

Motion by Carpenter and seconded by Cupples to adopt Resolution 21-62 a hiring resolution approving the following appointment to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Information Technology	Social Media Communications Specialist	KayLea Marchant	\$19.18	Range CT3 Step 1 Union Scale	08/24/21

YEA: CUPPLES & CARPENTER

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

Motion by Carpenter and seconded by Cupples to set public hearing dates for Ordinance #61A On-site Wastewater Treatment & Disposal System for August 24, September 7, & September 14 at 9:30 a.m. in the Board of Supervisors Room of the Jasper County Courthouse.

YEA: CUPPLES & CARPENTER

Motion by Carpenter and seconded by Cupples to approve the Recorder's Monthly Report for the period beginning July 1, 2021, and ending July 31, 2021.

YEA: CUPPLES & CARPENTER

Motion by Carpenter and seconded by Cupples to approve Board of Supervisors Minutes for 08/03/2021.

YEA: CUPPLES & CARPENTER

Motion by Carpenter and seconded by Cupples to adjourn the Tuesday, August 10, 2021, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES & CARPENTER

Dennis K. Parrott, Auditor

Doug Cupples, Chairman