

Jasper County, Iowa Board of Supervisors

PO Box 944, Newton, IA Phone: 641-792-7016 Fax: 641-792-1053

Denny Stevenson

Doug Cupples

Brandon Talsma

November 14, 2023

9:30 a.m.

www.jasperia.org

Live Stream: <https://zoom.us/j/8123744948>

Meeting ID: 812 374 4948

Dial In: +1-646-931-3860

-Anyone that has an item on the agenda must appear in person for the Board to consider it.-

Pledge of Allegiance



- Item 1** **Elderly Nutrition – Kelli Van Manen**
 - a) Approval of Contract with MercyOne for Thanksgiving and Christmas Meals

- Item 2** **Buildings and Grounds – Adam Sparks**
 - a) Armory Hail Repairs
 - b) Garage Hail Repairs

- Item 3** **Human Resources – Dennis Simon**
 - a) Hiring Resolution for Sheriff's Office, Deputy Sheriff – Michael Spray

- Item 4** **Approval of Board of Supervisors Minutes for November 7, 2023**

- Item 5** **Board Appointments**

PUBLIC INPUT & COMMENTS

**After Regular Meeting:
Work Session**

AGREEMENT FOR PROVISION OF FOOD SERVICES BETWEEN JASPER COUNTY, IOWA AND MERCYONE NEWTON MEDICAL CENTER

THIS AGREEMENT is made this ____ day of _____, 2023, by and between Jasper County, Iowa, doing business under its “Jasper County Elderly Nutrition Program” and acting by and through its Board of Supervisors (hereinafter referred to as “Contractor”) and MercyOne Newton Medical Center, Newton, Iowa, (hereinafter referred to as the “Sub-Contractor”), and *PROVIDES AS FOLLOWS*:

1. NATURE AND DURATION OF AGREEMENT:

This agreement creates no new entity and shall be effective from the 14th day of November, 2023 to the last day of June, 2024. Sub-Contractor and all employees and agents of Sub-Contractor are wholly independent of Contractor, and nothing contained within this Agreement is intended to cause Sub-Contractor or any of its employees or agents to become employees or agents of Contractor for any purpose.

2. LICENSING REQUIREMENTS, MEAL PREPARATION AND DELIVERY:

The Sub-Contractor shall be licensed by the Iowa Department of Inspections and Appeals, and shall comply with state restaurant license laws and regulations pertaining to food handling and preparation.

The Sub-Contractor will prepare meals for the Home Delivered Meals aspects of the program on the holidays of Thanksgiving Day and Christmas Day.

The Sub-Contractor shall provide the Contractor with menus of meals prepared for the home delivered meals program. Meals program shall be subject to approval of the program director and shall comply with the food pattern listed below:

Meat or meat alternative – 3 oz. of cooked edible portions of beef, pork, fish, fowl, luncheon meats, eggs or cheese

Two Vegetables and One Fruit group – two 1/2 cup servings (dessert should not be counted toward this).

Three servings of bread or bread alternative.

Butter or Margarine

One Milk / Alternative

Dessert – one 1/2 cup serving of dessert

Modified diets may be provided by the Sub-Contractor upon request by the Contractor and standard meals shall be modified if required by any changes of any state or federal agency rule or grant funding requirement. The Contractor shall be responsible for delivery of meals via its “Elderly Nutrition Program” endeavors.

3. ACCESS:

Employees of the Contractor, and other qualified representatives shall have access to the facility at such time as is needed to perform their job responsibilities and to ensure full compliance with this Agreement by the Sub-Contractor.

4. CLIENT CERTIFICATION AND RECORDS:

The Contractor, through its Elderly Nutrition Program Director, shall be responsible for certification of eligible recipients of Home Delivered Meals and delivery of said meals. Requests for service shall be referred to the Contractor. The Contractor will notify the Sub-Contractor, in advance, of additions or deletions to the number of meals to be prepared. Information necessary for the successful operation of the program shall be exchanged by both parties. The Sub-Contractor shall maintain a monthly record of meals served to each recipient and submit such records to the Contractor, c/o Jasper County Elderly Nutrition Program, 2401 First Avenue East, Newton, Iowa, 50208, no later than the 5th day of the following month. The Contractor may provide the Sub-Contractor with any forms needed by Contractor record keeping and, if so, Sub-Contractor agrees to promptly and accurately complete and return such forms concurrent with any billing for Sub-Contractor's services provided hereunder.

5. BILLING:

The Sub-Contractor shall submit monthly statements for payment, detailing the number of meals served and cost per meal. Any additional charges shall be itemized in the statement. Statements shall be submitted to the Contractor no later than the last day of the month.

The Sub-Contractor shall provide suitable meals at the rate of \$8.00 each shall apply for those meals prepared on Thanksgiving Day and Christmas Day (even if Christmas Day were to fall on a Saturday or Sunday).

6. LIABILITY:

The Contractor shall carry primary insurance for personal injury and personal liability and secondary insurance for product liability. The Sub-Contractor, and its employees and representatives, shall be held harmless from claims and actions against the nutrition program for personal injury and personal liability caused by any employee or representative of Contractor acting within the scope of his or her employment. The Sub-Contractor shall indemnify through insurance policies and hold harmless Contractor, and its employees and representatives, from any act or omission on the part of the Sub-Contractor, or its employees or representatives, causing harm or injury to any third person in relation to any matters involved under this Agreement. The Sub-Contractor shall cooperate to promptly supply the Contractor's program director with copies of the required policy or policies of insurance.

7. NON-DISCRIMINATION:

All parties to this agreement shall comply with the Civil Rights Act of 1964 (P.L. 880352) and all requirements imposed by or pursuant thereto, the Rehabilitation Act of 1965, Section 504, and all other applicable Federal, State and local laws, rules and regulations. In accordance therewith, no person shall be discriminated against, excluded from participation, be denied benefits, or be otherwise subjected to discrimination on the grounds of race, creed, color, sex, age, national origin, or handicap.

8. ASSIGNMENT OF DUTIES AND RESPONSIBILITIES BY SUB-CONTRACTOR:

No assignment or transfer of this agreement or any of the duties imposed hereunder may be made in whole or part without the written consent of the Contractor following public hearing and passage of appropriate resolution.

9. MODIFICATIONS, TERMINATION FOR CONVENIENCE:

No variation or modification of this agreement, and no waiver of its provisions, shall be valid unless in writing and signed by duly authorized officers of both Contractor and Sub-Contractor. Both parties may, at any time during the life of this agreement or any extension thereof, terminate this agreement upon thirty (30) days written notice of intention to do so, except that Contractor may terminate this agreement immediately and without recourse if based upon probable cause of any breach of this agreement or any violation of applicable laws, rules or regulations on the part of the Sub-Contractor.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be signed by their duly authorized officers/representatives.

JASPER COUNTY, IOWA:

MERCYONE NEWTON MEDICAL CENTER:

Brandon Talsma, Chairperson,
Jasper County Board of Supervisors

Executive Director

Attest: _____
Jenna Jennings,
Jasper County Auditor

AGREEMENT

Item 2a
November 14, 2023



(515) 777-1335
8450 Hickman Rd. STE 20
Clive, IA 50325
Lic #C004496
INSURED AND BONDED

Tyler Duck
PROJECT CONSULTANT
(515) 221-8299



OWNER Jasper County		DATE 11/7/2023	EMAIL ADDRESS Aspark@jasperia.org
STREET 1030 W 2nd St S		CELL PHONE (641) 521-8844	WORK PHONE
CITY Newton	STATE IA	ZIP 50208	HOME PHONE

Furnish All Materials, Labor and Permits

Protect Property as Needed Daily

Delivery Instructions Left Right Other

ROOF SPECS

Tear Off Existing Roof Type All layers to decking

Inspect All Sheathing for Nailable Surface

Install Ice/Water Shield to Code

Underlayment Aspen Synthetic

Metal Edge Color TBD

Install New Roof With Life Time Laminate Shingle

Color to be TBD Customer Initial _____

Appropriate Nails 1 1/4" Galvanized - 6 Nail

Valley Closed Open

Hip and Ridge to Cap Off Roof

Ventilation Box Ridge Other N/A

Pipe Flashings Neoprene

Seal Around All Vents, Pipes and Flashings

Clean All Gutter/Downspout Debris

Haul Away All Debris

Roll Magnetic Roller Around to Protect Area

SIDING SPECS

Tear Off Existing Siding Type N/A

Inspect All Sheathing for Nailable Surface

Install House Wrap Insulation Board

Install New Siding with _____

Size _____ Profile _____ Color _____

Ventilation _____

Seal Around All Trim and Openings

Haul Away All Debris

Roll Magnetic Roller Around to Protect Area

GUTTER SPECS

Tear Off Existing Gutters Type All hail damaged gutters

Inspect All New Fascia Boards

Install New Prefinish Seamless Gutters

Color to be Brown Customer Initial _____

Hidden Hanger Attachment with Screws

Install New Prefinish Downspouts 2x3 3x4 Other _____

Gutter Protection _____

Seal Around All End Caps, Mitters and Outlets

Haul Away All Debris

Roll Magnetic Roller Around to Protect Area

MISC SPECS

Work with insurance adjuster to get Aspen's estimate to match insurance estimate. Have to wait till solar panels are detected before we can start the roof tear off install. Will not start any work until estimates are agreed upon by IACP and Aspen Contracting Inc.



IF INSURANCE CLAIM IS INVOLVED

Aspen to meet insurance company onsite for scope of work to be completed. This Agreement is contingent upon insurance company price and approval. This does not obligate the Customer or Company in any way unless it is approved by Customer's insurance company and accepted by Company. In situations where supplements for additional work are necessary outside the original scope of work (ex. additional layers or mismeasurements), Company will seek approval from insurance company and payment from owner. **Customer's out of pocket expense not to exceed deductible plus upgrades for non-insurance related claim items.**

Payment Method: Payment Upon Completion Of Each Trade. Zero money down.

Insurance Company	<u>ICAP</u>	Date of Loss	<u>5-7-23</u>	Claim #	<u>C366549498-0001-23</u>
Roofing Estimate	<input type="radio"/> Repair <input type="radio"/> Replace	<u>Price to be Per The Insurance Allowance</u>		\$	_____
Siding Estimate	<input type="radio"/> Repair <input type="radio"/> Replace	<u>N/A</u>		\$	_____
Gutter Estimate	<input type="radio"/> Repair <input type="radio"/> Replace	<u>Price to be Per The Insurance Allowance</u>		\$	_____
Misc Estimate for	<u>N/A</u>	_____		\$	_____
Additional Upgrades or Non-insurance Related Items	_____		_____	\$	_____
Overhead & Profit for the Complexity of Multiple Trades	_____		_____	\$	_____
Total Cost	<u>Price to be Per The Insurance Allowance</u>		_____	\$	<u>0.00</u>
Accepted by Owner	By _____	Date	<u>11/7/2023</u>		

Brandon Talsma, Jasper County Board of Supervisors Chairperson

Attest: Jenna Jennings, Jasper County Auditor

AGREEMENT

Item 2b
November 14, 2023



(515) 777-1335
8450 Hickman Rd. STE 20
Clive, IA 50325
Lic #C0004496
INSURED AND BONDED

Tyler Duck
PROJECT CONSULTANT
(515) 221-8299
PHONE



OWNER Jasper County		DATE 11/7/2023	EMAIL ADDRESS Asparks@jasperia.org
STREET 113 W 2nd St S		CELL PHONE (641) 521-8844	WORK PHONE
CITY Newton	STATE IA	ZIP 50208	HOME PHONE

Furnish All Materials, Labor and Permits Protect Property as Needed Daily Delivery Instructions Left Right Other

ROOF SPECS

Tear Off Existing Roof Type All layers to decking

Inspect All Sheathing for Nailable Surface

Install Ice/Water Shield to Code

Underlayment Aspen Synthetic

Metal Edge Color TBD

Install New Roof With Life Time Laminate Shingle

Color to be TBD Customer Initial

Appropriate Nails 1 1/4" Galvanized - 6 Nail

Valley Closed Open

Hip and Ridge to Cap Off Roof

Ventilation Box Ridge Other

Pipe Flashings Neoprene

Seal Around All Vents, Pipes and Flashings

Clean All Gutter/Downspout Debris

Haul Away All Debris

Roll Magnetic Roller Around to Protect Area

SIDING SPECS

Tear Off Existing Siding Type All hail damaged siding

Inspect All Sheathing for Nailable Surface

Install House Wrap Insulation Board

Install New Siding with Match existing siding size & color close as p

Size 4" Profile Straight Color

Ventilation

Seal Around All Trim and Openings

Haul Away All Debris

Roll Magnetic Roller Around to Protect Area

GUTTER SPECS

Tear Off Existing Gutters Type All hail damaged gutters

Inspect All New/ Fascia Boards

Install New Pre-finish Seamless Gutters

Size 5" 6" Other

Color to be Brown Customer Initial

Hidden Hanger Attachment with Screws

Install New Pre-finish Downspouts

Size 2x3 3x4 Other

Gutter Protection

Seal Around All End Caps, Meters and Outlets

Haul Away All Debris

Roll Magnetic Roller Around to Protect Area

MISC SPECS

Work with insurance adjuster to get Aspen's estimate to match insurance estimate
Will not start any work until estimates are agreed upon by IACP and Aspen Contracting Inc.



IF INSURANCE CLAIM IS INVOLVED

Aspen to meet insurance company onsite for scope of work to be completed. This Agreement is contingent upon insurance company price and approval. This does not obligate the Customer or Company in any way unless it is approved by Customer's insurance company and accepted by Company. In situations where supplements for additional work are necessary outside the original scope of work (ex. additional layers or mismeasurements), Company will seek approval from insurance company and payment from owner. **Customer's out of pocket expense not to exceed deductible plus upgrades for non-insurance related claim items.**
Payment Method: Payment Upon Completion Of Each Trade. Zero money down.

Insurance Company	<u>IACP</u>	Date of Loss	<u>5-7-23</u>	Claim #	<u>C366549498-0001-15</u>
Roofing Estimate	<input type="radio"/> Repair <input type="radio"/> Replace	<u>Price to be Per The Insurance Allowance</u>		\$	
Siding Estimate	<input type="radio"/> Repair <input type="radio"/> Replace	<u>Price to be Per The Insurance Allowance</u>		\$	
Gutter Estimate	<input type="radio"/> Repair <input type="radio"/> Replace	<u>Price to be Per The Insurance Allowance</u>		\$	
Misc Estimate for	<u>N/A</u>			\$	
Additional Upgrades or Non-Insurance Related Items				\$	
Overhead & Profit for the Complexity of Multiple Trades				\$	
Total Cost	<u>Price to be Per The Insurance Allowance</u>			\$	<u>0.00</u>
Accepted by Owner	By		Date	<u>11/7/2023</u>	

Brandon Talsma, Jasper County Board of Supervisors Chairperson

Attest: Jenna Jennings, Jasper County Auditor

November 7, 2023

Tuesday, November 7, 2023, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Stevenson and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Cupples, seconded by Stevenson to open the Public Hearing for the 3rd reading regarding Sean Maher requesting a Rezone for Parcel 01.11.400.015 from Agricultural (A) to Rural Residential (RR-1).

YEA: STEVENSON, TALSMAS, CUPPLES

The rezone was presented by Kevin Luetters, Community Development Director. There was discussion against the rezone by area neighbors.

Motion by Stevenson, seconded by Cupples to close the Public Hearing for the Rezone of Parcel 01.11.400.015 from Agricultural (A) to Rural Residential (RR-1).

YEA: TALSMAS, CUPPLES, STEVENSON

Motion by Cupples, seconded by Stevenson to approve a rezone request for Sean Maher for Parcel 01.11.400.015 from Agricultural (A) to Rural Residential (RR-1).

Motion by Stevenson, seconded by Cupples to adopt Resolution 23-96 supporting Operation Green Light for Veterans.

YEA: TALSMAS, CUPPLES, STEVENSON

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

Motion by Cupples, seconded by Stevenson to approve the Veterans Affairs quarterly report from July 1, 2023, to September 30, 2023.

YEA: TALSMAS, CUPPLES, STEVENSON

Motion by Stevenson, seconded by Cupples to approve Dr. Patrick Edwards as Jasper County Medical Examiner, replacing Dr. Clevenger, and Dr. Steven Hill and Dr. Sarah Florence as Deputy Medical Examiners.

YEA: TALSMAS, CUPPLES, STEVENSON

Motion by Cupples, seconded by Stevenson to approve the appointment of Retired Sheriff Mike Balmer, Sheriff John Halferty, Chief Deputy Duane Rozendaal, Newton Fire Marshal Jacob Halferty, and Lt. Mike Gunsaulus as Medical Examiner Investigators.

YEA: TALSMAS, CUPPLES, STEVENSON

Motion by Cupples, seconded by Stevenson to approve the Sheriff's Quarterly report from July 1, 2023, to September 30, 2023.

YEA: TALSMAS, CUPPLES, STEVENSON

Motion by Cupples, seconded by Stevenson to table the Billing Service Agreement between Jasper County Sheriff's Office EMS and Physicians Claims Company, Inc.

YEA: TALSMAS, CUPPLES, STEVENSON

Motion by Stevenson, seconded by Cupples to adopt Resolution 23-97, a hiring resolution certifying the following appointment to the Auditor for payroll purposes.

following appointment to the Auditor for payroll purposes.

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Emergency Management	Emergency Management Coordinator	Jamey Robinson	\$82,000.00	Annual Salary	11/20/23

YEA: CUPPLES, TALSMA, STEVENSON

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

Motion by Cupples, seconded by Stevenson to approve the proposed 2024 County Holiday schedule.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to approve the pricing updates to the County Policy for Open Records Requests.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to approve a Federal-aid funding agreement (Phase 2 Hwy F-48 W Project) STP-S-C050 (144) -5E-50.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Stevenson, seconded by Cupples to approve the supplemental agreement for additional services #2 (Hwy F-48 W Resurfacing) with Snyder and Associates in the amount of \$18,000.00.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to approve the 2023 Weed Commissioner's Report.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to accept the only bid from Oden Enterprises, Inc. in the amount of \$82,862.20 for steel to replace bridges B15 and S25.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Stevenson, seconded by Cupples to approve the supplemental agreement for additional services #1 (W 129th St S & S 96th Ave W) with Snyder & Associates in the amount of \$52,900.00.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to approve the eligible applicants Certified by the Jasper County Civil Service Commission.

YEA: CUPPLES, TALSMA, STEVENSON

Becky Pryor presented for the Opioid Committee with requests from Clearview Recovery, Open Arms Foundation, and Discover Hope 517.

Motion by Talsma, seconded by Stevenson to approve the award of \$60,000.00 in Opioid Settlement funds to Discover Hope 517 for operation costs at the new resource center.

YEA: TALSMA AND STEVENSON

OBSTAINED: CUPPLES

Motion by Cupples, seconded by Stevenson to approve the award of \$80,000.00 in Opioid Settlement funds to Clearview Recovery for an additional two beds for 365 days and for those with lack of insurance or ability to pay.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to approve the award of \$25,000.00 in Opioid Settlement funds to Open Arms Foundation for first night bags and a resource center for children being placed outside of their homes.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Stevenson, seconded by Cupples to approve claims paid through November 7, 2023.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to approve Board of Supervisors minutes from October 24, 2023.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to appoint Steve Hodnett as the Jasper County Weed Commissioner.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Talsma, seconded by Cupples to appoint Denny Stevenson to the Jasper County Board of Health.

YEA: TALSMA AND CUPPLES

OBSTAINED: STEVENSON

Motion by Cupples, seconded by Talsma to appoint Denny Stevenson to the IMPACT Board.

YEA: TALSMA AND CUPPLES

OBSTAINED: STEVENSON

Doug Bishop spoke out during public comments regarding the EMS levy being voted on today by the City of Baxter and starting a County wide EMS levy.

Motion by Cupples, seconded by Stevenson to adjourn the regular meeting and enter into the work session.

YEA: CUPPLES, TALSMA, STEVENSON

The Board discussed the hail damage sustained to the County building roofs and the process going forward and continuing to work with insurance to get the roofs replaced.

Motion by Cupples, seconded by Stevenson to adjourn the Tuesday, November 7, 2023, meeting of the Jasper County Board of Supervisors.

YEA: TALSMA, STEVENSON, CUPPLES