

# 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

**December 19, 2023**

9:30 a.m.

[www.jasperia.org](http://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 Buildings & Grounds – Adam Sparks**
  - a) Jail Generator Extra Work
- Item 2 Human Resources – Dennis Simon**
  - a) IRS 2024 Standard Mileage Rates
- Item 3 Community Development – Kevin Luetters**
  - a) Opening sealed bids for 248 Hickory Street in Newton
- Item 4 Opioid Settlement Lawsuit Options**
- Item 5 Engineer Employment Contract & Agreement**
- Item 6 Approval of Liquor License for:**
  - a) Westwood Golf Course
  - b) Pheasants Forever
- Item 7 Approval of Claims Paid through December 19, 2023**
- Item 8 Approval of Board of Supervisors Minutes for December 12, 2023**
- Item 9 Board Appointments**

## PUBLIC INPUT & COMMENTS

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**After Regular Meeting:**  
**Work Session**



Phone 641-791 WIRE(9473) • Fax 641-791-9484

500 Iowa Speedway Drive  
Newton, IA 50208

12/13/2023

**JASPER COUNTY JAIL GENERATOR  
CT PAD FIX / REWORK**  
Newton, Iowa

Van Maanen Electric, Inc. scope of work:

- Skilled workmanship and craftsmanship
- Daily clean-up of job site
- Complete removal of existing CT cabinet
- Complete installation of temporary cables from new generator to existing main gear in the basement - JCL to remove exterior door and install a wood one with a dog house on it for cables to run thru
- Complete protection of existing wires to transformer
- Complete installation of new CT pad – C4 mix to allow us to get right back on it

Exclusions

- Taxes
- Provide temporary generator – we will use the new one from 3E
- Diesel fuel

**Base Price \$ 26,278.00**

If you have any questions, feel free to call.

Sincerely,

*Josh Hetzler*

Josh Hetzler  
641-791-9473

IR-2023-239, Dec. 14, 2023

WASHINGTON — The Internal Revenue Service today issued the 2024 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2024, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 67 cents per mile driven for business use, up 1.5 cents from 2023.
- 21 cents per mile driven for medical or moving purposes for qualified active-duty members of the Armed Forces, a decrease of 1 cent from 2023.
- 14 cents per mile driven in service of charitable organizations; the rate is set by statute and remains unchanged from 2023.

These rates apply to electric and hybrid-electric automobiles as well as gasoline and diesel-powered vehicles.

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, unless they are members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see [Moving expenses for members of the armed forces](#).

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

Taxpayers can use the standard mileage rate but generally must opt to use it in the first year the car is available for business use. Then, in later years, they can choose either the standard mileage rate or actual expenses. Leased vehicles must use the standard mileage rate method for the entire lease period (including renewals) if the standard mileage rate is chosen.

[Notice 2024-08 PDF](#) contains the optional 2024 standard mileage rates, as well as the maximum automobile cost used to calculate the allowance under a fixed and variable rate (FAVR) plan. In addition, the notice provides the maximum fair market value of employer-provided automobiles first made available to employees for personal use in calendar year 2024 for which employers may use the fleet-average valuation rule in or the vehicle cents-per-mile valuation rule.

## **EMPLOYMENT CONTRACT AND AGREEMENT - JASPER COUNTY ENGINEER**

This Employment Contract and Agreement made and entered into this \_\_\_\_ day of December, 2023 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 1<sup>st</sup> day of August 2024 and ending the 31<sup>st</sup> day of July 2027.
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 \$140,000.00 with increases to be determined annually and to go into effect on July 1 of each fiscal year, by Jasper County. The salary of \$140,000.00 shall commence on August 1, 2024. The salary of \$140,000.00 times 3% or an increase to match the "Cost of Living Adjustment" for that year, whichever is higher, shall commence on July 1, 2025.
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.
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:  
Brandon Talsma, Chairman  
Jasper County Board of Supervisors  
Jasper County, Iowa

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

ATTEST:

----- Date:  
Jenna Jennings, Auditor  
Jasper County, Iowa

December 12, 2023

Tuesday, December 12, 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 approve an agreement with Neapolitan Labs to add a Resource Guide to the Jasper County website in the amount of \$6,000.00.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to adopt Resolution 23-104, a hiring resolution certifying the following appointment to the Auditor for payroll purposes.

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Secondary Roads	Seasonal Skilled Laborer	Joseph Oleson	\$20.00	Standard Rate	12/13/23

YEA: CUPPLES, TALSMA, STEVENSON

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

Motion by Stevenson, seconded by Cupples to adopt Resolution 23-105 to create a permanent full-time position of Shared Benefits Coordinator to be split between General Assistance and Veteran Affairs.

YEA: CUPPLES, TALSMA, STEVENSON

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

Motion by Stevenson, seconded by Cupples to appoint Deputy Michael Spray as Deputy Sheriff.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to approve an agreement for geotechnical exploration with Allender Butzke Engineers, Inc in the amount of \$11,200.00 for Jasper County bridge 198770 (A-11).

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to approve Board of Supervisors minutes from December 5, 2023.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Stevenson, seconded by Cupples to appoint Dr. Rebecca Smith to the Animal Review Board.

YEA: CUPPLES, TALSMA, STEVENSON

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

YEA: CUPPLES, TALSMA, STEVENSON

Mike Frietsch reviewed and discussed Phase 1 and 2 of the Jasper County Liberty Avenue Yard. In Phase 2, a steel 100'x60' shop will be built to house the offices in the south portion and several bays in the north portion of the building. A 103'x79' wood pole barn will also be built to house a wash bay area, signs, and tires. The total estimated cost for Phase 2 was \$5,098,200.00.



Motion by Talsma, seconded by Cupples to adjourn the Tuesday, December 12, 2023, meeting of the Jasper County Board of Supervisors.

YEA: TALSMA & CUPPLES

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Jenna Jennings, Auditor

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Brandon Talsma, Chairman