Jasper County, Jowa

Denny Carpenter

Doug Cupples

Brandon Talsma



Board of Supervisors Courthouse PO Box 944 Newton IA 50208 Phone 641-792-7016 Fax 641-792-1053

JASPER COUNTY BOARD OF SUPERVISORS MEETING AGENDA

www.co.jasper.ia.us August 13th 2019 9:30 a.m.

Pledge of Allegiance Public Hearing First Reading of Ordinance 65 to Regulate the Operation of Item 1 All-Terrain and Off-Road Utility Vehicles in Jasper County Public Hearing for Limited Site Usage License Agreement Item 2 with Iowa Regional Utilities Assc. **Courthouse Out-Door Electric Hookup** Item 3 Item 4 Planning and Zoning – Nick Fratzke a) 28E Agreement with City of Monroe **Building & Grounds – Adam Sparks** Item 5 a) Preventative Maintenance Service Agreement with The Waldinger Corporation

Item 6 Conservation – Keri Van Zante

a) Sign Gypsies Donation/Use of Courthouse Lawn September 6

Item 7 Medical Examiner Investigator Appointment – Dr. Clevenger

Item 8	Michelle Smith
	a) Homeless Heating and Cooling Centers
Item 9	Human Resources – Dennis Simon a) Employee Hiring Resolution – Part Time Jailer - Sheriff's Office b) Employee Hiring Resolution – Part Time Civil Processor - Sheriff's Office
Item 10	Approval of Temporary Liquor License for Green Castle Tavern
Item 11	Approval to Cancel Unclaimed Warrants – Over One Year Old
item 12	Board Appointments
Item 13	Approval of Board of Supervisors minutes for 7/26/2019 & 8/06/2019

PUBLIC INPUT & COMMENTS

JASPER COUNTY

ORDINANCE NO.	

AN ORDINANCE TO REGULATE THE OPERATION OF ALL-TERRAIN AND OFF-ROAD UTILITY VEHICLES IN JASPER COUNTY

BE IT ORDAINED BY THE BOARD OF SUPERVISORS JASPER COUNTY, IOWA:

SECTION 1 – PURPOSE

The purpose of this ordinance is to designate the secondary roads within Jasper County where all-terrain vehicles and off-road utility vehicles may operate and how they must be operated.

SECTION 2 – DEFINITIONS

The definition of terms used in this ordinance are:

- 1. "All-terrain vehicle," OR "ATV" as defined by Iowa Code section 321I.1 (1)(a), means a motorized vehicle with not less than three and not more than six non-highway tires that is limited by engine displacement to less than one thousand cubic centimeters and in total dry weight to less than one thousand two hundred pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.
- 2. "Off-road vehicle," or "UTV" as defined in Iowa Code section 321I.1(17)(a), means a motorized vehicle with not less than four and not more than eight non-highway tires or rubberized tracks that has a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control.
- 3. "Roadway," as defined in Iowa Code section 321I.1, means that portion of a highway improved, designed, or ordinarily used for vehicular travel. Roadway does not include the ditch.

SECTION 3 - OPERATION ON ROADWAYS

It is the intent of this ordinance to keep ATV and UTV operation on Jasper County paved roads to an absolute minimum. To that end, ATVs and UTVs may be operated on Jasper County graveled public roads, with the exception of Level B and C roads. Such operation must begin after official sunrise and must cease before official sunset. In the event that there is not a permissible gravel public road opposite an intersection with a Jasper County paved road or in the event that a person residing on a county blacktop wishes to operate an ATV or UTV on the gravel roadways, ATVs and UTVs may operate on the Jasper County paved road as far as the closest Jasper County gravel public road.

If someone is required to travel on a Jasper County paved roadway the person may only do so for a reasonable distance. In order to determine whether a particular distance of travel on a paved Jasper County roadway is reasonable, the following factors may be considered: a) the

operator's starting location; b) any planned course of travel by the operator and/or any individuals the operator is riding with; c) the operator's destination; d) the operator's place of residence; e) any other pertinent factors. Regardless of the expressed factors, this distance should not exceed two miles.

SECTION 4 - UNLAWFUL OPERATION

A person shall not operate an ATV or UTV under any of the following conditions on Jasper County Roads:

- 1. At a rate of speed greater than the posted speed limit or greater than reasonable or proper under existing circumstances, but in no case above 35 miles per hour.
- 2. During that time after sunset and before sunrise.
- 3. In a careless manner such that it creates or causes unnecessary tire squealing, skidding, or sliding upon acceleration or stopping; or simulates a race or causes any wheel or wheels to unnecessarily lose contact with the ground or causes the vehicle to unnecessarily turn abruptly or sway.
- 4. Without a lighted white light to the front and lighted red light to the rear, both of which shall be installed, functional and on at all times of operation.
- 5. Without seatbelts when operating or riding in a side-by-side. and operated in accordance with industry standards and practices for the vehicle.
- 6. While under the influence of alcohol, narcotics or drugs. All laws that apply to a motor vehicle also apply to ATVs and UTVs.
- 7. Without liability insurance (or other proof of financial responsibility as provided in Iowa Code Chapter 321A) in an amount not less than that amount set forth in Section 5 of this Ordinance and shall carry proof of insurance on board at all times of operation. An owner or driver cited for a violation, who produces to the clerk of court prior to the person's court appearance as indicated on the citation proof that financial liability coverage was in effect for the motor vehicle at the time the person was stopped and cited, shall not be convicted of such violation and the citation issues shall be dismissed by the court. Upon dismissal, the court or clerk of court shall assess the costs of the action against the defendant named on the citation.
- 8. A person shall not operate an ATV or UTV on any designated riding area or designated trail unless the riding area or trail is signed as open to ATV or UTV operation.

- 9. A person shall not operate an ATV or UTV unless the operator is 18 years of age or older and has a valid driver's license.
- 10. A person shall not operate an ATV or UTV with more persons on the vehicle than it was designed to carry.
- 11. A person shall not operate an ATV or UTV at between September 15th and November 1st of the calendar year.
- 12. A person shall not operate an ATV or UTV without using proper turn signals or hand signs.
- 13. A person shall not operate an ATV or UTV on any County Conservation owned or managed property, including all county parks. All state park rules apply.
- 14. A person shall not operate an ATV or UTV on any snowmobile trails except where designated by the controlling authority and the primary snowmobile trail sponsor.
- 15. The operation of an ATV or UTV is only permitted on the roadway or shoulder, not in the ditch or the area between the edge of the shoulder to the bottom of the ditch.
- 16. A person shall have a copy of this ordinance with them at all times of operation.
- 17. A person shall not allow someone to operate an ATV or UTV in violation of this ordinance.
- 18. A person shall not operate an ATV or UTV in violation of any other County or State law.

SECTION 5 – IDENTIFICATION REQUIREMENTS

Individuals who operate on gravel roadways in Jasper County must obtain an identification decal from the Office of the Jasper County Recorder. There will be a yearly fee of (\$30). The following conditions apply:

- 1. The individual applying for an identification decal shall be 18 years or older and possesses a valid driver's license.
- 2. The owner of each ATV or UTV shall be required to provide proof of ownership including but not limited to, registration and other documentation accepted by the Recorder.
- 3. The owner of each ATV or UTV at time of purchasing the identification decal shall be required to prove liability insurance with the minimum coverage of \$50,000 bodily

injury per person, \$100,000 bodily injury per accident, and \$50,000 property damage. The minimum coverages must be in effect during operation of an ATV or UTV.

- 4. Decals will be issued for ATV and UTV and are not transferable.
- 5. Decals shall be affixed to the rear of the vehicle so that the permit is clearly visible at all times of operation.
- 6. Decals will be good for one (1) calendar year and valid January 1st through December 31st.
- 7. The Sheriff may revoke the decal upon evidence that the owner/operator has violated the conditions of the decal or abused the privileges of being a decal holder. If the decal is revoked there will be no refund for that decal fee. Reinstatement or purchase of a new decal is not allowed for that owner/operator for 1 year from the date of the revocation.

SECTION 6 - EXEMPT VEHICLES AND OPERATORS

This Ordinance does not apply to any exemption under the Iowa Code for ATVs or UTVs operated pursuant to Iowa Code section 321I.9(government and farm implements) or Iowa Code section 321.234A (incidental to and use for agricultural purposes, government, public utilities, licensed engineers and licensed surveyors) or Iowa Code section 352.2, 321I.14(3)(b)(farm operations).

SECTION 7 – PENALTIES

Violation of this Ordinance shall constitute a Simple Misdemeanor punishable by a fine of \$65.00 to \$625 plus the applicable court surcharge and costs and/or up to 30 days in jail.

SECTION 8 - SEVERABILITY CLAUSE

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

SECTION 9 – EFFECTIVE DATE

This ordinance shall be in effect immediately after its final passage and publication as provided by law. If the effective date falls in the last quarter of the calendar year the decals created under this Ordinance shall have the next calendar year on them but shall be valid for the year in which the effective date falls.

SECTION 10 - REVIEW OF ORDINANCE

As part of this Ordinance the Jasper County Board of Supervisors sets forth a plan to review this Ordinance in a calendar year from the effective date of the Ordinance. Therefore, the Jasper County Board of Supervisors shall review this Ordinance during a Board of Supervisors meeting, within the 11th month of the Ordinance's effective date, and vote to reapprove the ordinance or to strike it. After the one-year review of this Ordinance, regardless if it is reapproved or stricken, there will be no additional yearly reviews.

Passed and approved this	day of	2019.
Jasper County Board of Super	visors	
Denny Carpenter – Chairman		
Brandon Talsma		
Doug Cupples		
ATTEST:		
Dennis Parrott – County Audit	or	
First Reading:	<u></u>	
Second Reading:		
Approved:		
Published:		

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by and between

IOWA REGIONAL UTILITIES ASSOCIATION

and

JASPER COUNTY, IOWA

Dated , 20

LIMITED SITE USAGE LICENSE AGREEMENT

RECITALS:

WHEREAS, Iowa Regional Utilities Association, ("IRUA"), is an Iowa not-for-profit corporation having its principal place of business in Newton, Iowa; and

WHEREAS, Jasper County, Iowa, ("County"), is an Iowa governmental body acting by and through its Board of Supervisors having its county seat in IndependenceNewton, Jasper County, Iowa; and

WHEREAS, IRUA and the County desire to enter into this Limited Site Usage License Agreement ("Agreement") upon the following terms and conditions.

NOW THEREFORE IT IS AGREED BY THE PARTIES AS FOLLOWS:

- Grant of License. IRUA hereby grants, subject to the terms and conditions hereinafter set forth, a non-exclusive license to the County for limited use of a part of the Site. The Site and area thereon for use by the County are depicted on Exhibit A which is attached hereto and by this reference made a part hereof.
- 2. Scope of License. The County's use of the Site is non-exclusive and is for purposes related to the County's public safety communications responsibilities including [a] installing, removing, replacing, maintaining and operating, at its expense, two vertical antennas, two dish antennas and reasonably related equipment and fixtures, [b] and accessing or, maintaining, or-installing-feneing, emergency generation equipment and utilities upon the licensed Site as required by this Agreement. The County shall use the Site in a manner which will not disturb or interfere with the use and occupancy of the Site by IRUA and/or IRUA's present or future tenants and/or IRUA's present or future other Licensees, except that the County shall have priority of use in such regard over any subsequent Licensees (i.e., no subsequent Licensee shall interfere with any then-existing use or frequencies of the County).
- 3. Term. The term of this Agreement is 15 years, commencing July 1. 2019September 1, 2011, (hereinafter the "Commencement Date") and ending June 30September 1, 203246 (hereinafter the "Termination Date"). Unless this Agreement is extended by mutual agreement of the parties, the County shall promptly remove any and all of its property (except the security fence) from the Site within ninety (90) days after the Termination Date (and in the event this Agreement is extended, then the County shall promptly remove any and all of its property from the Site in all events within ninety (90) days after the final Termination Date).

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- 4. <u>Renewal</u>. This Agreement shall be automatically renewed upon the same terms set forth herein and for the same number of years unless either party gives notice to the other of the termination of same more than sixty (60) days prior to a Termination Date; whereupon this Agreement may be renewed, but then only pursuant to a new written Agreement between the parties.
- 5. <u>Duties of the County</u>. In addition to any and all other duties of the County described in this Agreement, the County shall:
 - a. Install an emergency generator that will provide backup power for IRUA equipment and Jasper County Emergency equipment. The cost of maintaining and operating the generator system shall be the responsibility of the County. IRUA equipment to be connected to the backup power includes the sites FAA lights and radio telemetry equipment. Other items may be connected if the generator system sizing allows and with coordination with the County. The County assumes no liability for any issues that occurs due to generator system failure.

Fence-the-entire-Site-with-chain-link-scenrity-fence-to-prevent-unauthorized-access.—A-gate-10-feet-wide-minimum-and-a-walk-through-gate-shall-be-included-in-the-fence. Installation of the fence is to be complete by December 31, 2011.—The County shall provide IRUA with the needed-keys-to-access the secured-area. Maintaining the fence will be the responsibility of the County during the term of this agreement.

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Pay an annual license fee of \$1 per year, the initial payment due upon the Commencement Date and all subsequent payments due on or before the annual anniversary of the Commencement Date.

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- d-c. Provide electricity for operation of IRUA equipment on the Site (including but not limited to the FAA lights and radio telemetry). In addition, the County shall maintain meters and connections for all utilities used by the County and IRUA at the Site and shall be solely responsible for payment of all utility installation and periodic service charges for utilities used by County and IRUA at the Site. The County shall connect IRUA's sub-panel to the generator and utility power. IRUA shall be responsible for the sub-panel and all connections from the panel.
- e:d. The County shall procure and, at all times this Agreement is in existence, maintain a public liability policy, with limits of \$1,000,000 for bodily injury, \$1,000,000 for property damage, \$2,000,000 aggregate, with a certificate of insurance to be furnished to IRUA within 30 days following

the initial Commencement Date and annually thereafter. Such policy shall provide that cancellation shall not occur without at least 30 days prior written notice to IRUA. IRUA shall be named as an additional insured on the County's insurance policy.

- Fe. The County may provide space available for lease to other entities in its equipment shelter if space is available. The other entities shall be responsible for their own utilities cost and needed equipment unless an agreement is made with the County. Any Agreement made between IRUA and another entity for use of the tower for communications equipment will be coordinated with the County. The County shall not sublease any space at the site.
- 6. <u>Duties of IRUA</u>. In addition to any and all other duties of IRUA described in this Limited Site Usage License Agreement, IRUA shall:
 - a. Provide and maintain the water tower at the Site for the County's use subject to the terms of this Agreement.
 - b. Provide the County reasonable access to the Site for the purposes permitted under this Agreement.
- 7. Taxes. Any and all taxes and fees payable to any governmental entity or subdivision resulting in any manner from the County's use of the Site or from the County's placement of any fixtures or equipment upon the Site shall be promptly paid in full by the County. The County will be responsible for payment of all real and personal property taxes assessed directly or indirectly upon and arising from and related to its use of the facilities on the Site. The County, upon presentation by IRUA of evidence of increase in real and personal property taxes at the Site arising from or related to the County's use of the facilities on the Site, shall reimburse IRUA for any such increase within thirty (30) days of being notified by IRUA of such increase.
- 8. <u>Structural Analysis</u>. This Agreement is contingent upon a structural analysis, certified by an engineer registered in the State of Iowa, being completed at the expense of the County which certifies that the integrity of the Site and the structures located on the Site will not be adversely affected by any of the County's contemplated fixtures or improvements at the Site. If the aforesaid structural analysis determines that the integrity of the Site and/or the structures located on the Site will be adversely affected by any of the County's contemplated fixtures or improvements at the Site, then IRUA, in its sole discretion may void and cancel this Agreement or IRUA may proceed with this Agreement subject to the County at its sole cost and expense making any such alterations or modifications as are

necessary to eliminate any adverse impact to the structural integrity of the Site or the structures located thereon PROVIDED that in all events, any such alterations or modifications by the County shall not in any manner interfere with any present or future use of the Site by IRUA or any tenant or other Licensee of IRUA (subject, however, to the aforementioned "first-in-time" frequency priority scheme). Any existing use of the Site by IRUA or others at the time of any the County requested Site alterations shall be considered a primary use.

- Location of Equipment. Final permission relative to precise locations and 9. allowances of space for placement of County's fixtures, equipment and antennae at the Site (all of which shall be done at County's sole expense), and any alterations thereof, shall remain at all times with IRUA. However, IRUA shall not unreasonably withhold permission from County when County requests permission to make alterations to or upon the Site provided such requested alterations (all of which shall be done at County's expense) shall be completed in a good and workmanlike manner, shall not adversely affect the integrity of the Site or the structures located on the Site and shall not interfere with the use of the Site by IRUA, its tenants, successors, assigns and/or other Licensees. The existing uses of the Site by IRUA or any other Licensee at the time of requested Site alterations by the County shall be considered a primary use. IRUA may withhold permission from time to time and may limit such fixtures, equipment and antennae and their respective placement if such placement is, at such time, likely to unreasonably interfere with or in any manner unreasonably disturb the use and occupancy of the Site by IRUA or any of its other Licensees.
- 10. <u>Installation of Antenna and Equipment</u>. All installation and cabling of the antennas shall be by means of clamping or strapping and in no event shall any part of the antenna or cabling system be at risk of falling or detaching. All installation work shall be done in a good, skillful manner, satisfactory in every respect to IRUA.
- 11. Existing Uses. The existing uses of the Site by IRUA or any other Licensees at the time of any the County-requested Site alterations shall be considered a primary use. IRUA may withhold permission from time to time and may limit such fixtures, equipment and antennae and their respective placement if such placement is, at such time, likely to unreasonably interfere with or in any manner unreasonably disturb the use and occupancy of the Site by IRUA and/or IRUA's tenants and/or IRUA's other licensees at the Site.
- 12. <u>Interference</u>. To the extent required by applicable rules and laws, the County will at all times immediately resolve any and all technical interference problems with other equipment located at the Site within ninety days of notice of such interference, relative to existing equipment and to any equipment that becomes

attached to the Site at any future date. IRUA will not knowingly permit the installation of any future equipment which results in technical interference problems with the County's then existing equipment.

- 13. <u>Disclaimer of Warranty</u>. IRUA HEREBY DISCLAIMS ANY WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO FITNESS OF THE SITE OR ANY OF IRUA'S FACILITIES AT THE SITE FOR ANY PARTICULAR PURPOSE.
- 14. Hazardous Substances. IRUA represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. The County shall neither introduce nor at any time use any equipment or any such substance on the Site contrary to any applicable federal, state or local law or regulation and if it does so, the County shall be responsible for all remedial action and shall hold IRUA harmless in all respects including payment of all costs of remediation and payment of all of IRUA's attorneys fees, costs and expenses in regard to all claims arising as a result of the County's breach of this provision.
- Hold Harmless. The County shall hold harmless and indemnify IRUA for and from any and all liability in any way arising from or related to any activity undertaken by the County (or its agents, employees and/or subcontractors) pursuant to, in regard to or in any way relating to any aspect of this Agreement or any action authorized by this Agreement or taken pursuant to this Agreement (whether expressly authorized or not), regardless of any acts of negligence by IRUA, its employees, agents, and contractors. Among other things, this hold harmless agreement requires the County to pay and reimburse IRUA for all attorney fees, costs, expenses, judgments and settlements related to any such claims for which the County is required to hold IRUA harmless. IRUA assumes absolutely no liability in any matter relating to the installation, use or maintenance of any antenna or other radio or related equipment placed upon the subject real estate under this license.

The IRUA shall hold harmless and indemnify the County for and from any and all liability in any way arising from or related to any activity undertaken by IRUA (or its agents, employees and/or subcontractors) pursuant to, in regard to or in any way relating to any aspect of this Agreement or any action authorized by this Agreement or taken pursuant to this Agreement (whether expressly authorized or not), regardless of any acts of negligence by County, its employees, agents, and contractors. Among other things, this hold harmless agreement requires the IRUA to pay and reimburse the County for all attorney fees, costs, expenses, judgments and settlements related to any such claims for which the IRUA is required to hold the County harmless.

Limited Usage and Non-Assignability. This license shall not be deemed a grantunto the County of any interest in real estate but is merely a limited usage allowance upon IRUA's Site which is personal to and non-assignable by the County; provided, however, that this provision shall not interfere with or preclude any present or future security or other interests granted by IRUA to the United States of America acting through the United States Department of Agriculture, Rural Development Administration or any other secured lender of IRUA. 16.

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Permits. The County shall be solely responsible for obtaining all licenses and 17. permits required by any law or by any local, state or federal rule or regulation relative to the County's intended use of the Site and paying all related costs, and the County shall pay IRUA and shall fully indemnify and hold IRUA harmless from any and all claims arising in whole or in part from any failure of the County relative to obtaining any and all such licenses and permits or for any other violation of any local, state or federal law, rule or regulation, including IRUA's costs and attorneys' fees.

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Notices. All notices required under this Agreement must be in writing and are 18. effective when deposited in the U.S. mail, certified and postage prepaid, to the parties of this Agreement as provided for below:

> Jasper County, Iowa [NAME]Lieutenant Brad Shutts Jasper County Sheriff's Office[TITLE] 2300 Law Center DriveJasper County, Iowa (Court-House) Newton, IA 5064450208

Tel. No. (641—) 792——<u>5912</u>

IRUA Mr. James LaPlant Chief Executive Officer Iowa Regional Utilities Association 3801-1351 Iowa Speedway Drive Newton, IA 50208 Tel. No. (641)792-7011

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Compliance with Laws. The County shall fully and timely comply with all 19. applicable laws, rules and regulations relating to its license for non-exclusive possession and use of the Site.

- Termination. This Agreement shall terminate on the Termination Date EXCEPT 20. that the County may terminate this Agreement prior to the Commencement Date without further liability by written notice to IRUA prior to the Commencement Date [a] if the County is unable to obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any off-site easements required from any third party required to enable the County to use the Site as described herein or [b] if any such approval is canceled, expires or is withdrawn or terminated, or [c] if IRUA fails to have proper ownership or leasehold or licensure rights in and to the Site or authority to enter into this Agreement, or [d] if the County, for any reason in its sole discretion determines that it will be unable to use the Site for its intended purpose. Upon termination, all prepaid license fees shall be retained by IRUA and the County shall promptly pay to IRUA any deficiencies. Upon termination or expiration of this Agreement, the County shall promptly remove any and all of its property from the Site within sixty (60) days and shall restore the Site to the condition existing on the date of this Agreement, except for ordinary wear and tear. The County's failure to remove such property within 60 days shall result in such property and improvements reverting to and becoming the sole property of IRUA and shall no longer be subject to any claimed lienhold or security interests of others; provided however that the County shall pay IRUA all expenses IRUA incurs in removing the County's property and improvements from the Site.
- 21. Default. If either party is in default under this Agreement for a period of (a) twenty (20) business days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the nondefaulting party, at its discretion, may declare this Agreement terminated, void and of no further force and same shall be deemed such and the nondefaulting party may pursue any remedies available to it against the defaulting party under applicable law. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences and substantially concludes appropriate action to cure the default within such thirty day period and proceeds with all due diligence to fully cure the default within sixty (60) days of receiving notice of such default.

22. Miscellaneous.

(a) This Agreement applies to and binds the respective successors of the parties to this Agreement and any authorized assignees of the County and is at all times and for all purposes to be deemed a mere personal property usage

interest in relation to the subject real estate.

- (b) Until further written notice, all notices required to be sent shall be mailed or delivered at the respective addresses of the parties as shown in paragraph 18 above
- (c) This Agreement is governed by the laws of the State of Iowa, and any action for enforcement must be brought in the Jasper County offices of the Iowa District Court or in the Des Moines, Iowa offices of the United States District Court for the Southern District of Iowa if applicable jurisdiction exists therein.
- (d) This Agreement constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties.
- (e) Any amendments to this Agreement must be in writing and executed by both parties.
- (f) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- (g) The prevailing party in any action or proceeding in court to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the nonprevailing party.

JASPER COUNTY, IOWA

Executed in triplicate by licensee, Jasper County, Iowa, this, 2019.	day or
Jasper County	
Ву:	Attest:
, Board of Supervisors Chairman	
Ву:	Dennis K. Parrott, Auditor
, County Administrator	
On this day of, 2019, before me, the undersigned, and for the State of Iowa, personally appeared and me personally known, and, who, being by me duly sworn, did say that they are County Administrator respectively, of Jasper County, Iowa; that the seal affixe instrument is the Corporate Seal of Jasper County, and that the instrument was on behalf of Jasper County, and that the instrument was signed and sealed or County, by authority of its Board of Supervisors, as contained in the adopted by the Jasper County Board of Supervisors on th, 201+2019, and that and acknowledged the execution of the instrument to be their voluntary act and deed of Jasper County by it voluntarily executed.	the Chairman and d to the foregoing signed and sealed behalf of Jasper Resolution No. day of
Notary Public	<u> </u>

In and For the State of Iowa

Iowa Regional Utilities Ass	sociation Inc.		
Ву			
ByRonald Dunsbergen			
STATE OF IOWA, COUN	TY OF JASPER, s	s:	
0.45-	1	2010 1	C
On this Notary Public in and for sa	day or aid State, personall	, 2019, be v appeared Ronald D	fore me, the undersigned, a unsbergen who being by me
duly sworn, did say that he	is the president of	Iowa Regional Utilit	ies Association (IRUA); that
no seal has been procured	by the said corpora	tion; that said instrum	nent was signed on behalf of
			e said Ronald Dunsbergen as the voluntary act and deed of
said corporation, by it and b			· · · · · · · · · · · · · · · · · · ·

Department of Agriculture on this day of	, 2019.
United States Department of Agriculture Rural Development Administration	
By State Director	
STATE OF IOWA, COUNTY OF POLK, ss:	
duly sworn, did say that she is the state did Department of Agriculture Rural Development signed on behalf of said United States Administration; and that the said acknowledged the execution of said instrument	, 2019, before me, the undersigned, a y appeared who being by me rector for the state of Iowa of the United States t Administration; that the aforesaid instrument was Department of Agriculture Rural Development as such state director, nt to be the voluntary act and deed of said United bevelopment Administration, by it and by him
	Notary Public

Exhibit A

IRUA Parcel A-45 JASPER COUNTY (OAKLAND ACRES TOWER SITE)

Parcel "B" located in the Southwest Quarter of the Southwest Quarter of Section 23, Township 80 North, Range 17 West of the 5th P.M., Jasper County, Iowa, as appears in the Plat of Survey of record in Book 1154, at page 47 in the Office of the Recorder of said County.

28E Agreement

THIS AGREEMENT is made and entered into, by and between Jasper County, Iowa, hereinafter referred to as "the County", and the City of Monroe, Iowa, hereinafter referred to as "the City".

- 1. This Agreement is entered into pursuant to the Provisions of Chapter 28E, Code of Iowa.
- 2. This Agreement shall become effective upon acceptance by both parties. No new entity is created by this agreement.
- 3. The purpose of this Agreement is to establish the terms and conditions of the relationship between the County and the City for building code inspections within the corporate limits of the City.
- 4. The County will provide all required building code inspections for the City based on the Building Code adopted by the City. The City will adopt by ordinance the same building codes as the County. The City will adopt by resolution the same permit fee schedule as the County. The City will accept completed applications and forward them to the Jasper County Building Official for review and calculation of building permit fee. The County will collect the permit fee from the applicant and issue the building permit. The City will receive 10% of all building permit fees collected by the County for building permits issued on behalf of the City within 30 days after the fees are collected. The city will be responsible for all required building code administration and enforcement actions other than inspections or as specified in this agreement.
- 5. The City shall indemnify and hold harmless Jasper County and its officers, agents, consultants, contractors, and employees from any and all claims, actions, or causes of action for any damage accruing to persons or property as a result of any act, or by reason of an act or omission, in the discharge of agreed duties that occur during the term of this agreement.
- 6. This agreement may be terminated by either party at any time by giving 30 days notice. Notice to terminate shall be in writing, and shall be delivered by registered return receipt by the United States Postal Service to the address given in this agreement.
- 7. This agreement constitutes the entire agreement between the parties hereto. This agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
- 8. This agreement and performance hereunder shall be governed and construed by the laws of the State of Iowa.
- 9. The parties shall approve the Agreement by resolution of their respective Boards, which shall authorize the execution of the Agreement.

- 10. The agreement will then be filed in the office of the Iowa Secretary of State, the Recorder of Jasper County, and the Clerk of the City of, in accordance with Chapter 28E of the Code of Iowa.
- 11. The agreement shall become effective when recorded in the Jasper County Recorder's Office and shall remain in effect unless terminated as provided herein.

IN WITNESS THEREOF, Jasper County, lowa and The City of, lowa have caused this Agreement to be executed in three (3) counterparts, each of which shall be considered an original.

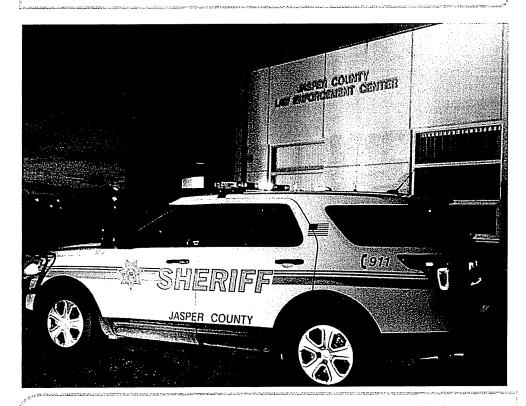
Executed by Jasper County, Iowa	Jasper County, Iowa
day of, 20	Jasper County, Iowa
Attest	– Chairman
Executed by City of Monroe, lowa	City of Monroe, Iowa
Attest	- Mayor
Filed with the Secretary of State of Iowa this By Title	day of, 20
Filed with the Jasper County Recorder this By Title	day of, 20
Filed with the City of Monroe Clerk this	day of, 20



Over 100 Years of Excellence-People, Process, Productivity~

Planned Maintenance Service Agreement

Jasper County Sheriff's Office



Location: 2300 Law Center Drive

Newton, IA 50208

Customer Contact: Adam Sparks

Agreement Number: Pending

Date: 7/16/2019





...your assurance of quality and value





EXECUTIVE SUMMARY

Thank you for the opportunity to provide a proposal for your mechanical system planned maintenance service. The Waldinger Corporation is committed to working with you to ensure we meet all of your mechanical building requirements with an emphasis on energy optimization.

A planned maintenance service agreement with The Waldinger Corporation will provide scheduled preventative maintenance on all covered equipment. This agreement also gives you priority over non-agreement customers when you require emergency service. Additionally, all work we perform with the agreement in place will be at preferred labor rates.

The Waldinger Corporation brings the following benefits to your facility:

- Service technicians trained and specialized in all aspects of mechanical systems including HVAC, plumbing, refrigeration and equipment balancing.
- Knowledgeable and experienced operations team support.
- Clear, professional paperless service tickets no messy carbon copies or illegible handwriting.
- Asset barcoding system to keep you up-to-date with your total cost of ownership.
- Emergency service available 24 hours a day, 365 days a year.
- Fair and accurate pricing on first-class service.
- Over 100 years of experience in the mechanical industry.
- Leading mechanical service provider with locations throughout the Midwest.

These are just a handful of reasons why The Waldinger Corporation is the premier choice to handle all of your mechanical and plumbing services. Please call, or visit us at www.waldinger.com for additional information. Also, be sure to check out our Facebook and Twitter pages for news, project profiles and location information.

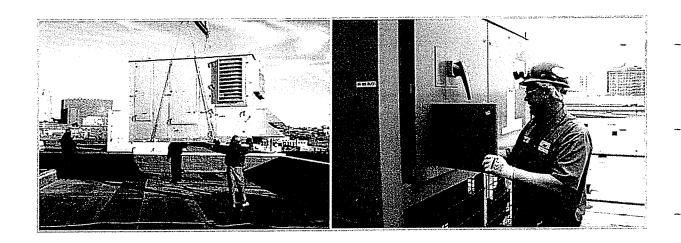


SERVICES AND CAPABILITIES

The Waldinger Corporation is proud of our capabilities as a full-service mechanical systems contractor. We are confident that Waldinger is the right contractor to manage all of your mechanical systems.

- Emergency 24/7 Service
- HVAC Service and Maintenance
- Test and Balance
- Building System Commissioning
- Indoor Air Quality Investigation
- Predictive Maintenance
- Dynamic Balancing
- Plumbing Design and Installation
- Design Build Assistance
- Mechanical Engineering Service

- Plumbing System Maintenance
- Energy Services
- Energy Efficiency Auditing
- Temperature Control
- New Equipment Installation
- Vibration Analysis
- Laser Alignment
- Specialty Sheet Metal Fabrication
- Mechanical Construction
- Prime Contractor Capability





PERFORMANCE OBJECTIVES AND GOALS

The Waldinger Corporation recognizes that each service agreement is unique to the facility and the mechanical systems that control its environment. As such, we develop service goals to achieve for each customer, as well as facility specific objectives that will create a more efficient and comfortable environment for building occupants. The Waldinger Corporation service agreement goals and objectives specific to your facility are reflected below.

Service Agreement Objectives:

- Ensure all mechanical systems covered are operating properly.
- Give customers reliability in the proper operation of their mechanical systems.
- Perform systems analysis to provide lowest cost of operation and high building efficiency.
- Effectively service mechanical systems and provide assistance for any repairs or replacements.
- Provide clear and honest communication to customer about status of mechanical system needs.
- Maximize the energy efficiency of the covered mechanical systems to reduce energy costs.
- Perform annual Energy Audit to determine performance of building mechanical systems.
- Providing high level of comfort to occupants in the building environment.
- Reduce the number of comfort complaints by building occupants.
- Preventing premature mechanical system equipment failure.

Facility-Specific Performance Goals:

- Increase Energy Audit rating for annual savings with approval of optional energy audit proposal.
- Re-commission building mechanical systems to operate at optimal design level.
- Allow for nighttime and weekend mechanical systems setback.
- Inspect VAV boxes and valves for known leaks.



SERVICE AGREEMENT

Inspection Schedule and Inspection Type:

Equipment	Spring	Summer	Fall	Winter -
Apex Boilers (2)			X	
B&G Hot Water Circ. Pumps (2)			X	
Electric Unit Heaters (3)			X	
York Air Handling Unit (1)	X		X	
Trane Air Cooled Condensing Unit (1)	X			
Lennox Roof Top Units (2)	X		X	
Captive Aire Make Up Air Unit (1)	X		X	
Cook Exhaust Fans (9)	X		X	
Cabinet Unit Heaters (11)			X	
VAV Units (30)			X	
Walk-In Freezer (1)	X		X	
Walk-In Cooler (1)	X		Χ	
Self Contained Ice Machine (1)	X		X	
Packaged Liebert Units (2)	X		X	
Lift Station Pump (1)			Χ	
Radiant Tube Heater (1)			X	
Lennox Split System (1)	X		X	
100 Gallon Water Heaters (3)			X	

See Scope of Work documents for details on service for each visit.

The following services are included as part of this agreement, including labor and materials:

Condenser Coil Cleaning (Annual)

Energy Benchmark:

We will provide an energy benchmark report on an annual basis which will detail the current energy performance of your facility, including ENERGY STAR™ Energy Performance Rating, energy cost per square foot, energy usage index and carbon footprint of your facility.

The agreement shall be in effect for one year from date of acceptance. As part of this agreement, we will perform all scheduled preventative maintenance during normal business hours.



SCOPE OF WORK

General HVAC Scope As Applicable

- Check Heating/Cooling Components
- Check Operating and Safety Controls
- Lubricate Moving Parts As Required
- Check Refrigerant Charges
- Inspect for Oil and Refrigerant Leaks
- Check Pressures and Temperatures
- Inspect Fans, Motors and Starters
- Test Amperages and Voltages
- Check Belts and Drive
- Check Temperature Controls for proper operation
- Inspect Condensate Pans
- Inspect water coils and clean (if needed)
- Clean out condensate pan (if needed)
- Inspect evaporator coil surface for blockage and clean if necessary (air, vacuum, or hose)
- Inspect electrical connections, contactors, relays and controls for proper operation
- Inspect for carbon monoxide leaks
- Inspect safety limit switches
- Inspect air flow controls
- Inspect gas supply pressure and check for gas leaks
- Inspect and lubercate exhaust fan motors and bearings
- Inspect hanging unit heater for proper operation
- · Check heat exchangers for cracks
- Test ignition controls and burner assemblies







SERVICE AGREEMENT

Service Account Information: This service agreement details the frequency of service includes for your facility.	e, equipment serviced and	l services The Waldinger	Corporation	
The agreement covers scheduled equipment maintenar equipment installation not covered within this agreement parts or equipment. We give service priority and preferre	nt, Waldinger can consult	as well as assist with rep	placing the	
We will invoice the agreement amount below upon compoundations attached to this agreement on the final page		sit. Please review the full	terms and	
This arrangement will be in effect for one year from 7/1/ The Waldinger Corporation will review and adjust the va This is typically a 3% increase annually.		·	ost of service.	,
Agreement Price:				•
\$7,996.00 annually, tax not included				
Respectfully Submitted by:	Accepted by:			
The Waldinger Corporation	Jasper County Sheriff's	Office		
2601 Bell Avenue	2300 Law Center Drive			
Des Moines, Iowa 50321	Newton, IA 50208			
yeremid Sons	Signature:			
Jeremiah Long	Printed Name:			
Business Development	Title:			
7/16/2019	Date:			



TERMS AND CONDITIONS

Limits of Liability:

- 1. The Waldinger Corporation will not be responsible for emergency service repairs, replacement parts, miscellaneous materials or refrigerants. These services will be performed outside of this initial agreement at an additional cost.
- 2. This Inspection Maintenance Agreement shall in no way bind The Waldinger Corporation to make corrections, replacements or repairs necessitated by: (a) the Purchaser's improper operation or misuse of the covered equipment or systems, (b) by the negligence of others, or (c) by faulty design of the covered mechanical equipment or systems.
- 3. The Waldinger Corporation shall not be required under the Inspection Maintenance Agreement to make any safety tests or to install new attachments or additional controls or equipment recommended or directed by any insurance company, laboratory or governmental authority.
- 4. The Inspection Maintenance Agreement does not include the maintenance, repair or replacement of: electrical disconnect switches, casing or cabinetry, ductwork, insulation of any equipment not covered by this agreement, damage from freezing, corrosion, electrolysis, drain stoppage or plumbing beyond equipment, gas lines, domestic water lines or non-moving parts of heating, cooling and ventilating equipment.
- 5. Waldinger will invoice the Purchaser for all materials delivered and for all work performed on-site and off-site. The Purchaser agrees to pay Waldinger the amount invoiced upon receipt of the invoice within 30 calendar days. If the invoice is not paid within 30 calendar days of its issuance, the invoice will be viewed as delinquent and The Waldinger Corporation reserves the right to collect interest on all past due accounts.
- 6. Waldinger shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
- 7. Waldinger shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Waldinger's control, including, but not limited to: acts of God, fire, riots, labor disputes, acts or omissions of the Purchaser, owner or other contractors or any delays caused by suppliers or subcontractors of Waldinger.
- 8. Waldinger shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the purchaser.
- 9. The parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act of omission of the indemnifying party.
- 10. Termination of the agreement may be executed by either party with a 30 day written notice. At that time the account-agreement will be reconciled and any outstanding balance for service rendered will be invoiced to the Purchaser. If the Purchaser has paid more than the amount of services rendered at the time of cancellation, Waldinger will reimburse the difference to the Purchaser.
- 11. For scheduled and evenly invoiced agreements (monthly, quarterly, bi-annually), if the Purchaser fails to pay the amount of any invoice for the agreement within 60 days, the agreement may be cancelled or suspended at the sole discretion of Waldinger. The Purchaser will be responsible for all balances due including any late fees incurred.
- 12. Purchaser agrees to provide means of access to all equipment covered by this agreement.
- 13. Unless otherwise noted, the price quoted herein is not inclusive of any state or local sale/use taxes.

Resolution 19-

WHEREAS, a position vacancy has been approved for the following appointment by the Board of Supervisors through the Personnel Requisition Process.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies the following appointment to the Auditor for payroll implementation:

DEPARTMENT	POSITION	EMPLOYEE	PAY RATE	RANGE/STEP	EFFECTIVE DATE
Sheriff's Office	Part-Time Jailer	Ashten Arnaud	\$18.10	Hire-In Non Progressive Union Scale	8/20/19

Resolution adopted this 13th day of August, 2019

RECORDED IN BOARD OF SUPERVISORS MINUTES BOOK 21 08/13/2019 PAGE

	Denny Carpenter, Chairman
	Bonny Carponion, Chairman
est:	
Dennis Parrott, Auditor	

Resolution 19-

WHEREAS, a position vacancy has been approved for the following appointment by the Board of Supervisors through the Personnel Requisition Process.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies the following appointment to the Auditor for payroll implementation:

DEPARTMENT	POSITION	EMPLOYEE	PAY RATE	RANGE/STEP	EFFECTIVE DATE
Sheriff's Office	Part-Time Civil Process Server	Dennis Stevenson	\$16.06	Step 1 Range 40 Non Progressive Hourly Scale	8/26/19

Resolution adopted this 13th day of August, 2019

	Denny Carpenter, Chairman
Attest:	
Dennis Parrott, Auditor	

RECORDED IN BOARD OF SUPERVISORS MINUTES BOOK 21 08/13/2019 PAGE

PROPERTY USAGE AND RELEASE AGREEMENT

The undersigned owner ("Owner") hereby grants permission to use real property, improvements and adjacent areas located at:

8755 W 122nd St N, Mingo, IA 50168

("The Premises") for the purpose of selling beer for the use of <u>Green Castle Tavern</u> ("Operator") and others. Said permission shall include but not be limited to the right to bring personnel, equipment and property onto the Premises, and the right to remove same from the Premises after completion of work. Owner agrees not to interfere with Operator's work on the Premises.

The above permission is granted for one or more days, as may be necessary, for the following consideration:

The Premises will be used, commencing on or about the following 9-7-2019 and currently scheduled to end on 9-7-2019.

Operator agrees to restore the Premises to the condition in which they were delivered, reasonable wear and tear excepted. Operator agrees to use reasonable care to prevent damage to the Premises, and will maintain standard liquor liability and DRAM shop insurance to protect Owner and Operator against claims or demands of any person arising out of personal injuries, death or property damage caused by the negligence of Operator's employees, agents or equipment in connection with the use of the Premises. Operator agrees to make available to Owner copies of its insurance upon request. Operator shall not be liable for any indirect, incidental, or consequential damages including, but not limited to, loss of business, loss of use and loss of profits of any party, including Owner.

Owner represents that Owner owns the Premises or otherwise has full authority from the Owner to enter into this Agreement.

Jasper County Conservation

Owner

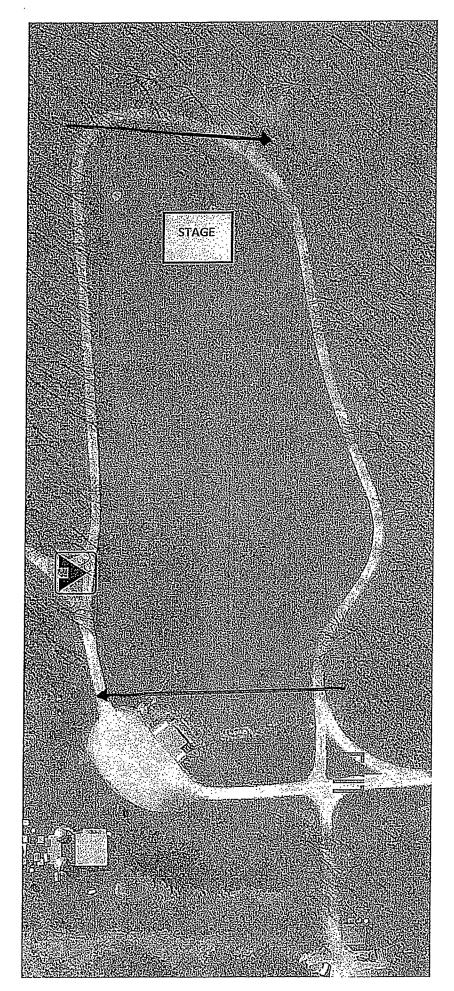
Agreed to by:

Address	1030 W 2 nd St S	Address	115 N Station St	
	Newton, IA 50208		Mingo, IA 50168	
Date	7/30/19		1/30/19	
Signee	Solon Winn	Signce	www.moher	-
This ag	reement complies with second	tion 2.10	. I of Joseph County	Joning Ordinance
#04D a	and as such is recomm	ended for	approval.	
U	ink Fratger, Director of Com	munty Devel	epment	

Operator___

Green Castle Tavern

Jasper County Conservation Caring for Conservation Concert September 7th 2019 "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. *

\$154.17	\$108.00	\$0.00	\$0.00	\$46.17			
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\$46.17				\$46.17	3/21/2018	812246	Steven Beatty
\$108.00	\$108.00				5/1/2018	538986	Robert Butler Trust-Trustee
Totals	Roads	Services Basic	Supplemental	Basic	Date	Number	Paid to the Order of:
	0020 Secondary	0011 Rural	0002 General	0001 General	Warrant	Warrant	
		§ 7:	4 subsections 6 δ	sections 331.427 and 331.554 subsections 6 & 7:	sections 331		
	e Code of Iowa,	Cancel the following outstanding warrants which are more than one (1) year old pursuant to the Code of lowa.	nan one (1) year	which are more the	ding warrants v	wing outstan	Cancel the follow

July 26, 2019

Friday, July 26, 2019 the Jasper County Board of Supervisors met in special session at 8:30 a.m. Supervisors Talsma, Cupples and Carpenter present and accounted for; Chairman Carpenter presiding.

Motion by Talsma and seconded by Cupples to enter into Closed Session in accordance with Iowa Code Section 21.5 (J) "to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price that the governmental body would receive for the property...."

YEA: CUPPLES, TALSMA, CARPENTER

The Supervisors entered back into open session.

Motion by Cupples and seconded by Talsma to authorize the County Attorney to make an offer, and or negotiate on behave of the County, for the purchase of a particular parcel of real estate.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Talsma and seconded by Cupples to adjourn the Friday, July 26, 2019 special session of the Jasper County Board of Supervisors.

and careful country from a company to the	
YEA: CARPENTER, TALSMA, CUPPLES	
Dennis K. Parrott, Auditor	Denny Carpenter, Chairman

Tuesday, August 6, 2019 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma and Cupples present and accounted for; Vice Chairman Cupples presiding.

Motion by Cupples and seconded by Talsma to open a public hearing for the consideration of the Cott Systems Resolutions Services Contract Renewal with the Recorders Office.

YEA: TALSMA & CUPPLES

There were no public comments and no comments received by the Auditor's Office or the Recorder's Office.

Motion by Cupples and seconded by Talsma to close the public hearing for the Cott Systems Resolutions Services Contract Renewal with the Recorders Office.

YEA: TALSMA & CUPPLES

Motion by Talsma and seconded by Cupples to approve the Cott Systems Resolutions Services Contract Renewal with the Recorders Office in the amount of \$1,565 per month.

YEA: CUPPLES & TALSMA

Motion by Talsma and seconded by Cupples to adopt Resolution 19-65 a hiring resolution certifying the following appointment to the Auditor for payroll purposes.

<u>DEPARTMENT</u>	<u>POSITION</u>	EMPLOYEE	PAY RATE	RANGE/STEP	EFFECTIVE DATE
Recorder's Office	Clerk	Michelle Hull	\$14.94	Hire-In Non - Progressive Union Scale	08/12/2019

YEA: TALSMA & CUPPLES

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

Motion by Talsma and seconded by Cupples to agree with the Wellness Committee's request and approve a contract between Jasper County and MercyOne Newton Medical Center Laboratory to conduct patient (employee) blood draws and perform lab testing services.

YEA: CUPPLES & TALSMA

Motion by Talsma and seconded by Cupples to adopt Resolution 19-66 a resolution to embargo bridges that have weight limitations or need closing.

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 retain the services of the engineering and architecture firm Brooks, Borg, Skiles to provide building assessment services for a building that the Supervisors may be looking to buy. The cost is not to exceed \$10,000 for their services and the Chairman is authorized to sign the agreement.

YEA: CUPPLES & TALSMA

Motion by Cupples and seconded by Talsma to set a public hearing for consideration of a Limited Site Usage Agreement with Iowa Regional Utilities Association for Tuesday, August 13, 2019 at 9:30 a.m. in the Board of Supervisors Room of the Jasper County Courthouse.

YEA: TALSMA & CUPPLES

Motion by Cupples and seconded by Talsma to approve the Treasurer's Semi-annual Report for the period beginning January 1, 2019 and ending June 30, 2019.

YEA: TALSMA & CUPPLES

Motion by Talsma and seconded by Cupples to approve the application submitted by Christy Adams for A permit to construct an entrance from private property to a County road located at 9013 Drum Street, Baxter, Iowa.

YEA: CUPPLES & TALSMA

Motion by Talsma and seconded by Cupples for the Approval of Claims for the period ending August 6, 2019.

YEA: CUPPLES & TALSMA

Motion by Cupples and seconded by Talsma to approve Board of Supervisors minutes for 07/23/2019.

YEA: TALSMA & CUPPLES

Motion by Cupples and seconded by Talsma to enter Closed Session in accordance with Iowa Code Section 21.5 (C) "to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent…."

YEA: TALSMA & CUPPLES

The Supervisors entered back into open session.

Motion by Cupples & Talsma and seconded by Cupples to enter Closed Session in accordance with lowa Code Section 21.5 (C) "to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent...."

YEA: TALSMA & CUPPLES

The Supervisors entered back into open session.

Motion by Cupples and seconded by Talsma to enter into Closed Session in accordance with Iowa Code Section 21.5 (J) "to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price that the governmental body would receive for the property....."

YEA: CUPPLES & TALSMA

Motion by Cupples and seconded by Talsma to adjourn the Tuesday, August 6, 2019 meeting of the Jasper County Board of Supervisors.

YEA: TALSMA & CUPPLES

Dennis K. Parrott, Auditor	Denny Carpenter, Chairmar