

BOARD OF SUPERVISORS

PO Box 944, Newton, IA

Phone: 641-792-7016

Fax: 641-792-1053

Denny Stevenson

Doug Cupples

Brandon Talsma

February 27, 2024 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 Lucas Hughes, Newton YMCA

a) County Support for Addition to the Newton YMCA

Item 2 Public Hearing – Engineer – Mike Frietsch

- a) Resolution Vacating a Portion of Jasper County Public Roadway: The West One Half of the North-South Alley lying between Lots 3, 4, 5, and 6 in Block 3, Rippey's Second Addition on the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office. (PIN) 0232377007
- b) Resolution Vacating a Portion of Jasper County Public Roadway: The East One Half of the North-South alley lying between Lots 3, 4, 5, and 6 in Block 3, Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office. AND
 - The West One Half of Center Street lying between Lots 3 and 4 in Block 3 and Lots 5 and 6 in Block 2, Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office. (PIN) 0232377004
- c) Resolution Vacating a Portion of Jasper County Public Roadway: Entirety of the East-West Street lying north of Block 2 and extending to the west line of Block 1, Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office. AND

The North-South alley in Block 2, Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office.

AND

Entirety of High Street between Block 1 and Block 2, Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office. (PIN) 0232378001



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

Page 2

d) Resolution Vacating a Portion of Jasper County Public Roadway:

The East One Half of the North One Half of the North-South alley in Block 3, Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office.

AND

The East One Half of the East-West Street lying north of Block 3 and extending to he east line of Center Street, Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office.

AND

The West One Half of Center Street lying east of Lots 1 and 2 in Block 2 Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office.

AND

The East One Half of Center Street lying between Block 2 and Block 3, Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office. (PIN) 0232377003

- e) Resolution Vacating a Portion of Jasper County Public Roadway:
 Entirety of the north-south alley lying between Lots 10 and 11, Block 7, Original Plat of the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 130, Page 62 in the Jasper County, Iowa, Recorder's Office. (PIN) 0232384005
- f) Resolution Vacating a Portion of Jasper County Public Roadway: Entirety of North Street between Block 1, Rippey's First Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 197, Page 274 in the Jasper County, Iowa, Recorder's Office and Block 1, Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86. AND
 - The North One Half of the east-west alley between Block 1, Original Plat of the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 130, Page 62 in the Jasper County, Iowa, Recorder's Office and Block 1, Rippey's First Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 197, Page 274. (PIN) 0232385001
- g) Resolution Vacating a Portion of Jasper County Public Roadway: Entirety of the East-West Street lying along the north side of Block 4 and extending to the west line of Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office. (PIN) 0232376001
- h) Resolution Vacating a Portion of Jasper County Public Roadway: The South One Half of the east-west alley between Block 1, Original Plat of the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 130, Page 62 in the Jasper County, Iowa, Recorder's Office and Block 1, Rippey's First Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 197, Page 274. (PIN) 0232385002



BOARD OF SUPERVISORS

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Page 3

i) The West One Half of the East-West Street lying north of Block 3, Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office.
AND

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Item 3 Engineer – Mike Frietsch

- a) Set Public Hearing Date for FY2025 County Five Year Program (Recommended Dates and Times, March 12, March 19, and March 26, 2024, at 9:30 am in the Board of Supervisors Room)
- b) Set Public Hearing Date for Secondary Roads FY2025 Budget (Recommended Dates and Times, March 12, March 19, and March 26, 2024, at 9:30 am in the Board of Supervisors Room)

Item 4 Buildings & Grounds – Adam Sparks

- a) Agreement between Centre for Arts and Artists & Jasper County, Iowa, for the Sculptures at the County Administration Building
- b) J.C.C.C. Freezer Door
- c) Floor Machine

Item 5 Sheriff – John Halferty

a) Services Agreement for Legal Blood Draw

Item 6 Craig Keith, President AFSCME Local 2840 and Adam Swihart, AFSCME Union Representative

a) Jasper County Employee Petition to the Board of Supervisors

Item 7 Family Farm Credit Approval

- a) Revised Recommended Allowance for 2023
- Item 8 Approval of Claims paid through February 27, 2024
- Item 9 Approval of Board of Supervisors Minutes for February 20, 2024

Item 10 Board Appointments

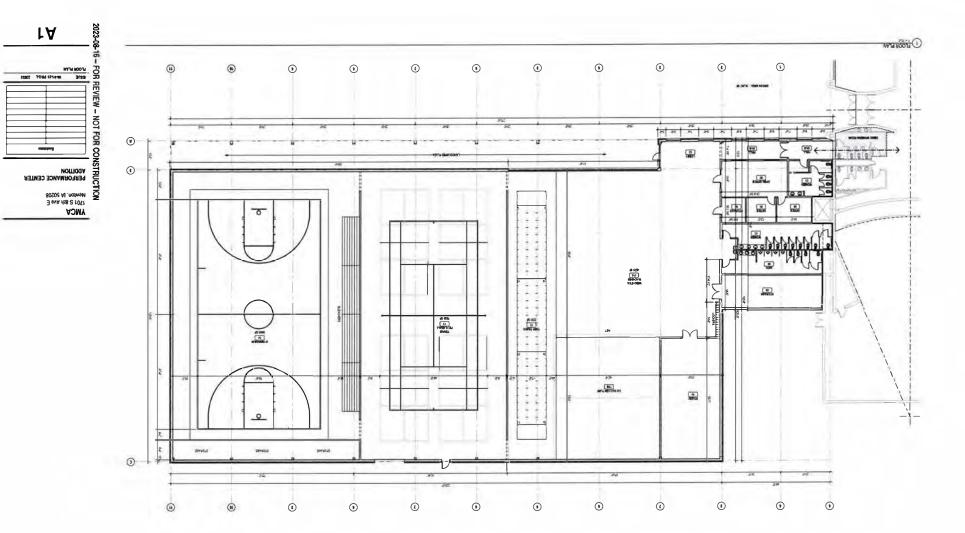
To whom it may concern:

I am writing to convey our endorsement for the Newton YMCA's forthcoming expansion initiative, aimed at modernizing its facilities and keeping rural lowa attractive. As the existing facility ages, it's imperative for the YMCA to continue to look for new ways to stay relevant and meet the growing demand of our population's needs.

The proposed expansion is an exhilarating undertaking that encompasses the development of a teen program center, a new basketball court, indoor pickleball courts, a cutting-edge weight room, and dedicated studio space. These enhancements not only aim to address the rising demand for a variety of recreational activities but also strive to establish a vibrant and inclusive atmosphere for all ages in our County. The inclusion of a teen programming center emphasizes the County's belief in strengthening families within the County as well as fostering youth character and skill development.

Considering the positive impact on the community of Newton and surrounding areas, we wholeheartedly support the Newton YMCA's expansion project and eagerly anticipate witnessing the favorable outcomes it will generate. We appreciate your consideration in partnering with our local YMCA and the Jasper County Board of Supervisors to actualize this expansion opportunity in Newton.





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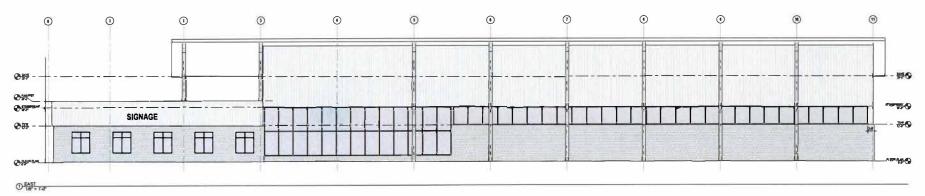
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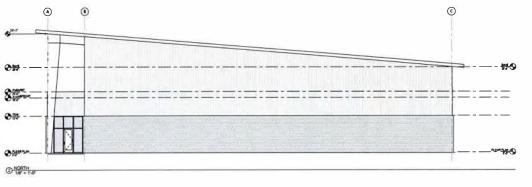
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RAINS ASSUREETLE

3820 79TH ST, URBANDALE, KYWA 50822 515-314-8685 josephanisirch.com

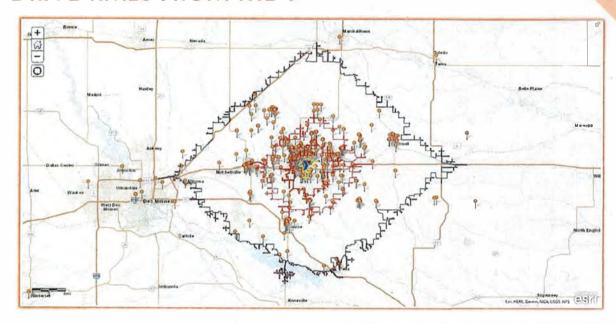
GENERAL CONTRACTOR SEPTACON BONSTRUCTION 250 SE GATEWAY DRIVE. GRIMES, IA 50113 515-885-7313







DRIVE TIMES FROM THE Y





YMCA members

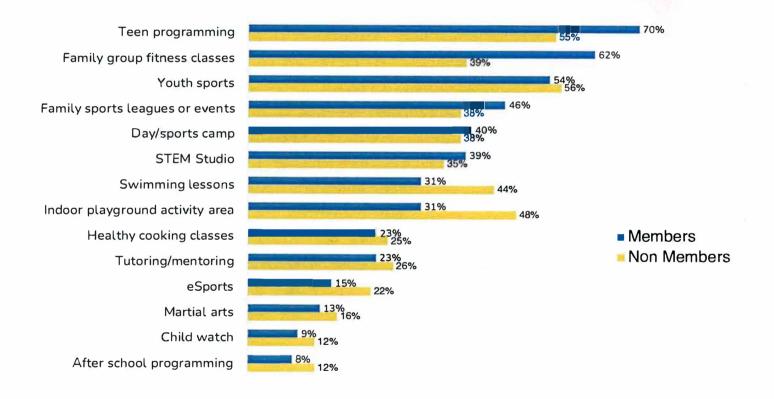


Drive Time	Member Households	% Total Members	Line Color
5 minutes	648	42.5%	Yellow
10 minutes	1,214	79.7%	Red
15 minutes	1,328	87.2%	Pink
30 minutes	1,493	98.0%	Purple

Most in demand programs for families







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BE IT RESOLVED that the Jasper County, Iowa roadway easements and other interests upon the real estate described below are no longer necessary for any public purpose and ought now be vacated in the manner allowed by law,-- reserving however all of such area for general public utility usage and that easement access rights shall be granted to all existing utilities on said described road vacation to allow access to their current facilities, now and in the future, for maintenance, repair patrol, operation, and reconstruction of said facilities.

FURTHER RESOLVED that by Iowa Code 354.23 which states "A city or a county may vacate part of an official plat that had been conveyed to the city or county or dedicated to the public which is deemed by the governing body to be of no benefit to the public". Moreover, a public hearing was held in accordance with this code section prior to consideration of this resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED that any and all interests of Jasper County, Iowa in and to the following described real estate are hereby vacated and no longer shall be available for any public use for roadway or other public purposes other than utility purposes:

The West One Half of the North-South alley lying between Lots 3, 4, 5, and 6 in Block 3, Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office.

BE IT HEREBY FURTHER RESOLVED that the aforesaid property and all interests of Jasper County, Iowa in and to said property be, and are hereby, conveyed to Parcel Identification Number (PIN) 0232377007 (both legal and equitable titleholders as their respective interests may appear), subject to reservation of utility use thereof. Upon subsequent formal or informal request by any such adjoining landowner or successors in interest and preparation of all documents by said landowners at their sole expense and to the satisfaction of the Jasper County Attorney as to both form and content, Jasper County, Iowa, by and through the chairperson of its Board of Supervisors and its Auditor shall execute and deliver appropriate conveyancing instruments reserving utility use interests only. The Auditor of Jasper County, Iowa is hereby directed to promptly file in the office of the Jasper County Recorder a certified copy of this Resolution.

Passed and Approved this" day of	2024.		
Brandon Talsma			
Chairman Board of Supervisors			
Doug Cupples			
Board of Supervisors			
<u> </u>	ATTEST:		
Denny Stevenson		Jenna Jennings	
Roard of Supervisors		County Auditor	



BE IT RESOLVED that the Jasper County, Iowa roadway easements and other interests upon the real estate described below are no longer necessary for any public purpose and ought now be vacated in the manner allowed by law,-- reserving however all of such area for general public utility usage and that easement access rights shall be granted to all existing utilities on said described road vacation to allow access to their current facilities, now and in the future, for maintenance, repair patrol, operation, and reconstruction of said facilities.

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AND

The West One Half of Center Street lying between Lots 3 and 4 in Block 3 and Lots 5 and 6 in Block 2, Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office.

BE IT HEREBY FURTHER RESOLVED that the aforesaid property and all interests of Jasper County, Iowa in and to said property be, and are hereby, conveyed to Parcel Identification Number (PIN) 0232377004 (both legal and equitable titleholders as their respective interests may appear), subject to reservation of utility use thereof. Upon subsequent formal or informal request by any such adjoining landowner or successors in interest and preparation of all documents by said landowners at their sole expense and to the satisfaction of the Jasper County Attorney as to both form and content, Jasper County, Iowa, by and through the chairperson of its Board of Supervisors and its Auditor shall execute and deliver appropriate conveyancing instruments reserving utility use interests only. The Auditor of Jasper County, Iowa is hereby directed to promptly file in the office of the Jasper County Recorder a certified copy of this Resolution.

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Brandon Talsma Chairman Board of Supervisors			
Doug Cupples Board of Supervisors			
	ATTEST:		
Denny Stevenson	-	Jenna Jennings	
Board of Supervisors		County Auditor	



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Entirety of the East-West Street lying north of Block 2 and extending to the west line of Block 1, Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office.

AND

The North-South alley in Block 2, Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office.

AND

Entirety of High Street between Block 1 and Block 2, Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office.

BE IT HEREBY FURTHER RESOLVED that the aforesaid property and all interests of Jasper County, Iowa in and to said property be, and are hereby, conveyed to Parcel Identification Number (PIN) 0232378001 (both legal and equitable titleholders as their respective interests may appear), subject to reservation of utility use thereof. Upon subsequent formal or informal request by any such adjoining landowner or successors in interest and preparation of all documents by said landowners at their sole expense and to the satisfaction of the Jasper County Attorney as to both form and content, Jasper County, Iowa, by and through the chairperson of its Board of Supervisors and its Auditor shall execute and deliver appropriate conveyancing instruments reserving utility use interests only. The Auditor of Jasper County, Iowa is hereby directed to promptly file in the office of the Jasper County Recorder a certified copy of this Resolution.

	Resolution No
Passed and Approved thisth day of	2024.
Brandon Talsma Chairman Board of Supervisors	
Doug Cupples Board of Supervisors	
Denny Stevenson Board of Supervisors	Jenna Jennings County Auditor



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The East One Half of the East-West Street lying north of Block 3 and extending to he east line of Center Street, Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office.

AND

The West One Half of Center Street lying east of Lots 1 and 2 in Block 2 Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office.

AND

The East One Half of Center Street lying between Block 2 and Block 3, Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office.

BE IT HEREBY FURTHER RESOLVED that the aforesaid property and all interests of Jasper County, Iowa in and to said property be, and are hereby, conveyed to Parcel Identification Number (PIN) 0232377003 (both legal and equitable titleholders as their respective interests may appear), subject to reservation of utility use thereof. Upon subsequent formal or informal request by any such adjoining landowner or successors in interest and preparation of all documents by said landowners at their sole expense and to the satisfaction of the Jasper County Attorney as to both form and content, Jasper County, Iowa, by and through the chairperson of its Board of Supervisors and its Auditor shall execute and deliver appropriate conveyancing instruments reserving utility use interests only. The Auditor of Jasper County, Iowa is hereby directed to promptly file in the office of the Jasper County Recorder a certified copy of this Resolution.

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Doug Cupples Board of Supervisors	
Denny Stevenson Board of Supervisors	ATTEST: Jenna Jennings County Auditor



Reso	lution No.	
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BE IT HEREBY FURTHER RESOLVED that the aforesaid property and all interests of Jasper County, Iowa in and to said property be, and are hereby, conveyed to Parcel Identification Number (PIN) 0232384005 (both legal and equitable titleholders as their respective interests may appear), subject to reservation of utility use thereof. Upon subsequent formal or informal request by any such adjoining landowner or successors in interest and preparation of all documents by said landowners at their sole expense and to the satisfaction of the Jasper County Attorney as to both form and content, Jasper County, Iowa, by and through the chairperson of its Board of Supervisors and its Auditor shall execute and deliver appropriate conveyancing instruments reserving utility use interests only. The Auditor of Jasper County, Iowa is hereby directed to promptly file in the office of the Jasper County Recorder a certified copy of this Resolution.

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Board of Supervisors	County Auditor	



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Reso	lution	No.	

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Denny Stevenson		Jenna Jennings	
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Reso	lution	Nο	
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BE IT RESOLVED that the Jasper County, Iowa roadway easements and other interests upon the real estate described below are no longer necessary for any public purpose and ought now be vacated in the manner allowed by law,-- reserving however all of such area for general public utility usage and that easement access rights shall be granted to all existing utilities on said described road vacation to allow access to their current facilities, now and in the future, for maintenance, repair patrol, operation, and reconstruction of said facilities.

FURTHER RESOLVED that by Iowa Code 354.23 which states "A city or a county may vacate part of an official plat that had been conveyed to the city or county or dedicated to the public which is deemed by the governing body to be of no benefit to the public". Moreover, a public hearing was held in accordance with this code section prior to consideration of this resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED that any and all interests of Jasper County, Iowa in and to the following described real estate are hereby vacated and no longer shall be available for any public use for roadway or other public purposes other than utility purposes:

The West One Half of the East-West Street lying north of Block 3, Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office.

AND

The West One Half of the North One Half of the North-South alley in Block 3, Rippey's Second Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 245, Page 86 in the Jasper County, Iowa, Recorder's Office.

BE IT HEREBY FURTHER RESOLVED that the aforesaid property and all interests of Jasper County, Iowa in and to said property be, and are hereby, conveyed to Parcel Identification Number (PIN) 0232377005 (both legal and equitable titleholders as their respective interests may appear), subject to reservation of utility use thereof. Upon subsequent formal or informal request by any such adjoining landowner or successors in interest and preparation of all documents by said landowners at their sole expense and to the satisfaction of the Jasper County Attorney as to both form and content, Jasper County, Iowa, by and through the chairperson of its Board of Supervisors and its Auditor shall execute and deliver appropriate conveyancing instruments reserving utility use interests only. The Auditor of Jasper County, Iowa is hereby directed to promptly file in the office of the Jasper County Recorder a certified copy of this Resolution.

Passed and Approved this day of	2024.		
Brandon Talsma Chairman Board of Supervisors			
Doug Cupples Board of Supervisors			54
	ATTEST	`:	
Denny Stevenson		Jenna Jennings	
Board of Supervisors		County Auditor	



AGREEMENT

This agreement is between the Centre for Arts and Artists and the County of Jasper, Iowa, for the purposes of siting certain sculpture(s) referred to hereafter as the "sculpture", Centre for Arts and Artists is hereinafter referred to as "CAA" and Jasper County is hereinafter referred to as "County". It is the intent of the parties to provide for the location of a certain sculpture owned by CAA to be placed on property owned by Jasper County, Iowa for the benefit of the local community. Its location is to be agreed upon by both parties and to be designated by an informal site plan as the southwest corner of the intersection of W. 3rd St. N. and N. 4th Ave. W. Consideration is one dollar and other valuable consideration, including the mutual benefit to both parties of the location and siting of the sculpture.

CAA and County hereby agree to the following: CAA will locate the sculpture on a concrete pad or pads as required to be agreed upon by the parties. CAA will pay all expenses involved with the creation of these pads and the location and siting of the sculpture. County will have no expense in the placing of the sculpture. CAA will retain ownership of the sculpture and responsibility for the sculpture, including any protection as well as insurance on the sculpture. CAA will insure the sculpture and will hold Jasper County harmless for any suit that alleges harm as a result of the siting or placement of this sculpture.

The sculpture is to remain in place in perpetuity until either party informs the other party in writing with 60 days' notice that they are to be removed. CAA is to pay any and all expense of removal of the sculptures and pads and return the site to the natural state of a grassy knoll. Any placement or removal of these sculptures will be done with cooperation of County staff. Neither CAA nor Jasper County guarantee any location or the protection of the sculpture. In the event sculpture is damaged or destroyed, CAA will remove said sculpture within 60 days.

This Agreement is subject to the approval of the Board of the CAA and the Board of Supervisors of Jasper County, Iowa, and becomes effective upon the approval of these bodies.

Dated thisday of	,2024.
Centre for Arts and Artists	Jasper County, Iowa
By: Sophie Kruger, as Executive Director of Centre for Arts and Artists	By: Chairman of the Board of Supervisors

STATE OF IOWA, COUNTY OF JASPER	
This record was acknowledged before m Kruger, as Executive Director of Centre for Arts	
	Notary Public in and for the State of Iowa
STATE OF IOWA, COUNTY OF JASPER	
This record was acknowledged before n	Board of Supervisors.
	Notary Public in and for the State of Iowa







200 N. 8TH AVE. E. / P.O. BOX 1022 NEWTON, IOWA 50208 PHONE: 641-792-2387

www.brookermech.com

NAME: Adam Sparks Jasper County

We propose to furnish material and labor for the referenced project

Provide and install 60x80 Freezer door unit heat strip. Includes rebuilding existing door opening or potentially adding a new wall on top of existing.

Total cost for this week \$17,170.00

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

EXISTING MATERIALS BEING REPLACED TO BECOME PROPERTY OF: BROOKER CORPORATION

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

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

THE PRICE IS SUBJECT TO CHANGE AFTER 30 DAYS FROM THE DATE OF THE PROPOSAL UNLESS SIGNED BY BOTH THE CONTRACTOR AND PURCHASER.				
CONTRACTOR: BROOKER PLU	IMBING & HTG.	PURCHA	ASER:	
BY: Doug Cook	DATE:12/29/23	BY:	DATE:	
		Brandon	Talsma - Chair person	

Attest: form Jennings, county Auditor



Over 100 Years of Excellence -People, Process, Productivity

=						
	P	ROPOSAL				
Customer:	Jasper County (IA) (251210) Jasper County-Community Center (2401) 2401 1st Avenue East Newton, IA 50208-4252	Date: 2/15/2024 Quote #: 313748.3 Customer PO: Work Order:				
Project:	Replace WIF Door					
We propose t	to furnish the materials and/or perform	the work described below:				
and the neede	•	the walk-in freezer. The door and frame comes with built-in heas, and is subject to change. The electrical outlet will be supplied				
We have incl	uded the following:					
	or during regular business hours djustment and calibration of equipment					
We have not i	included:					
AsbestParts o	k not specifically stated in this proposal os abatement or hazardous waste disposa r labor from original call ay or Express shipping is not included	I				
All for the su	m of: seventeen thousand one hundre \$17,199.06	d ninety-nine dollars and six cents				
	is subject to the terms and conditions as a good for 30 (thirty) day(s).	hown on the attached page.				
Purchaser's Ad	cceptance:	Respectfully Submitted:				
Jasper Count	y-Community Center	The Waldinger Corporation				
Signature	Date	_ Jon Hegeline de 2/15/2024 Signature Date				
Printed Name		Tim Hugeback Printed Name				

Attesti Lenna Jennings, Auditor

TERMS AND CONDITIONS

1. SCOPE OF WORK

This Proposal, upon notice to proceed by the Purchaser, shall constitute the entire Agreement between The Waldinger Corporation and the Purchaser and supersedes any prior representations or understandings. No change or modification of any of the terms and conditions stated herein shall be binding upon The Waldinger Corporation unless accepted by The Waldinger Corporation in writing.

Unless it is specifically noted otherwise, The Waldinger Corporation's obligation under this Agreement expressly excludes any work or service associated with clean up, control, removal or disposal of environmental hazards or dangerous substances including but not limited to asbestos or PCB's discovered in or on the premises.

Unless it is specifically noted otherwise, this Proposal is based upon the use of straight time labor only.

2. INVOICING AND PAYMENTS

The Waldinger Corporation may invoice Purchaser monthly for all materials delivered to the jobsite or to an off-site storage facility and for all work performed on-site and off-site. Purchaser agrees to pay The Waldinger Corporation the amount invoiced upon receipt of invoice. Invoices not paid within 30 days of the invoice date will be considered delinquent and subject to a service charge and interest computed at the maximum allowable legal interest rate.

The Purchaser agrees that he will pay and reimburse The Waldinger Corporation for any and all reasonable attorney's fees or other costs which are incurred by The Waldinger Corporation in the collection of the amounts due and payable hereunder.

3. WARRANTY

The Waldinger Corporation warrants and agrees to replace any of its workmanship which is disclosed within a period of 30 Day(s) after the performance thereof to be defective. The Waldinger Corporation warrants materials and parts purchased by The Waldinger Corporation from others only to the extent the same are warranted by the suppliers thereof.

4. TAXES

The price stated in this proposal includes any applicable taxes unless specifically noted otherwise. Purchasers shall pay any and all taxes as required by federal, state or local law.

5. COMPLIANCE WITH LAWS

The Waldinger Corporation shall comply with all applicable federal, state or 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.

6. LIABILITY

The Waldinger Corporation shall indemnify the Purchaser from liabilities, losses or damages which may arise in connection with the execution of the work herein specified, and which are caused solely by the negligent act or omission of The Waldinger Corporation. Notwithstanding the foregoing, in no event shall The Waldinger Corporation be liable for any special, indirect or consequential damages which may arise in any manner in connection with the execution of the work, nor shall The Waldinger Corporation's liability under this indemnification exceed the greater of \$25,000.00 or the price of the work stated in this Proposal.

The Waldinger Corporation shall not be liable for any delay in the performance of the work resulting from or attributable to acts or circumstances beyond The Waldinger Corporation's control, including, but not limited to, acts of nature, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, owner, or other contractors or delays caused by suppliers or subcontractors of The Waldinger Corporation.





Capital Sanitary Supply

2137 Sunset Road
Des Moines, Iowa 50321
Toll Free 800-532-1248 • Fax 515-244-2218
www.capitalsanitary.com

Cleaning Solutions Since 1939

Page 1

Printed 02/13/24 SMA

JASPER COUNTY MAINTENANCE

Attn: ADAM 101 1ST ST, N PO BOX 944 NEWTON IA 50208

Tel:641-792-2196 Fax:

JASPER COUNTY MAINTENANCE
101 1ST ST, N
PO BOX 944
NEWTON IA 50208

Ouote # Ouote Date OC17211 02/13/ Job ID	2024 08/11/2024 0	ustomer# Custome 0881004 ustomer Terms	r P/O.#	0.	ip Via F 1 lesman	Writer SMA
30040	The state of the s	IET 30	1200, 300, 300, 300, 300, 300, 300, 300,	COST CONTRACTOR OF	COTT ANGELL	
Product	Description		UM	Quant	Unit Price	Extension
ADM56384689	************ * LEAVE PRODUCT * LOBBY. NO SIG * ************* SC500 20D, 2 AG BATTERIES, ON-B WITH PAD DRIVER	**************************************	RED. * * ******	1	9320.00	9320.00
X:(Accepted by)	Brandon Talsma,	Chair person	Sub To Freigh Misc (Tax An	nt Charges	\$9,320.00 \$0.00 \$8.00 \$0.00	Total \$9,328.00
	- MESSAGE -	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			TERMS -	





Model #: T9FB3133247 MPN #: 56384686

Nilfisk Advance SC500™ 20D W105 OBC PH Walk Behind Floor Scrubber, 20" Cleaning Width

View All Walk-Behind Floor Scrubbers

Questions & Answers (0)

Purchase Information

PRICE

\$10,575.00

A New Wave in Cleaning Productivity The compact, quiet SC500™ Walk-Behind Floor Scrubber is purposefully designed to improve productivity and drive down total cleaning costs in hospitals, schools, offices, supermarkets, shops, sports centers, restaurants, hotels production floors and more.

See more details

Easy online or call-in returns. Read return policy

Product Description





List Price: \$10,573.00

Lowest Advertised Price: \$9,516.00

Brochure

Warranty: Nilfisk Advance Warranty

Orders Over \$100
Ship Free to
Commercial Address
Restrictions Apply

Availability: Lead time varies, call for ETA

Product Code: ENAD56384686

Choose your options:

Add to Cart to See Price

Choose your 5 56384686 | SC500 20D Two 105 Ah wet batteries, onboard charger and pad model*:

56384688 | SC500 20D Two 130 Ah wet batteries, onboard charger and pad holder

56384689 | SC500 20D Two 140 Ah AGM batteries, onboard charger and pad holder

56384690 | SC500 20D Two 105 Ah wet batteries, onboard charger and prolene brush

56384691 | SC500 20D Two 130 Ah wet batteries, onboard charger and prolene brush

56384692 | SC500 20D Two 140 Ah AGM batteries, onboard charger and prolene brush

56394690 | SC500 20D One 64 Ah Lithium-ion battery, onboard charger and pad holder

Reveal Your Price in Cart

Finance As Low As \$214/mo.

Brandon Talsma, Chair person

Attest : Jenner Jennings, County Anditor

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SERVICES AGREEMENT FOR LEGAL BLOOD DRAW / SPECIMEN COLLECTION

RECITALS

WHEREAS, MNMC owns and operates hospital and a clinical laboratory in Newton, lowa;

WHEREAS, MNMC, through its system of hospitals, clinics and clinical laboratories, is qualified to provide certain blood draw and associated lab services under the terms of this Agreement;

WHEREAS, CLIENT requires certain blood draw and specimen collection services for individuals in its custody to support its law enforcement operations in Jasper County, lowa; and

WHEREAS, MNMC and CLIENT desire to enter into this Agreement for the provision of blood draw and specimen collection services.

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

<u>AGREEMENT</u>

ARTICLE I

DUTIES OF MNMC

- Services Performed by MNMC. During the term of this Agreement, and subject to the performance of CLIENT hereunder, MNMC agrees to provide and coordinate the onsite blood draw and specimen collection services as set forth on Schedule A, attached hereto and incorporated herein by reference (the "Services"); provided, however, MNMC shall only be obligated to provide those Services within the capabilities of its staff and resources and which it otherwise currently provides to its own patients.
- 2. <u>Support Services and Supplies Provided by MNMC.</u> During the term of this Agreement, and subject to the performance by CLIENT of its obligations hereunder, MNMC agrees to provide, those services and personnel as needed to support MNMC's provision of the Services ("Support Services"), as set forth on <u>Schedule B</u>, attached hereto and incorporated herein by reference. The cost of such Support Services and Supplies shall be incorporated into the overall cost for Services.
- 3. Results. CLIENT shall be responsible for processing any test results ('Results") it needs that are associated with the Services provided by MNMC under this Agreement. MNMC sole obligation is limited to the scope of Services herein. Except in situations where the individual in the CLIENT's custody has an emergency medical condition (and requires a medical screening exam and associated stabilizing treatment in accordance with EMTALA), MNMC shall not have any responsibility for any treatment which may be indicated by the Results nor shall it be responsible for the handling or storage of the Results or for the maintenance of personal health information held by the CLIENT. MNMC will not be responsible for Services which produce no or inconclusive Results resulting, for example, degraded, contaminated, low abundance patient material, or otherwise. Notwithstanding the Results of individual tests, MNMC will invoice patient (i.e. inmate) for lab draw/specimen collection services as indicated in Schedule A.

ARTICLE II

DUTIES OF CLIENT

- 1. <u>Handling of Results.</u> As stated above, the Parties hereby acknowledge and agree that MNMC is not responsible or liable in any manner for CLIENT's treatment, handling, storage, maintenance, or disclosure of specimens, personal health information or Results.
- 2. <u>Access and Onsite Space.</u> CLIENT shall utilize the entrance(s) and location(s) as determined by MNMC for the provision Services conducted at MNMC.
- 3. <u>Compliance with MNMC Testing Process</u>, CLIENT shall ensure its employees adhere to MNMC's Services policies and procedures and other guidelines provided by MNMC to CLIENT from time to time in order to facilitate safe administration of the Services at MNMC's facility.
- 4. <u>Payment.</u> CLIENT will complete Law Enforcement Intake form with patient's (i.e. inmate's) medical information and insurance card/information, and thus, the patient (inmate) or patient's health insurance shall pay MNMC for the Services in accordance with the fees set forth on <u>Schedule A</u> and in accordance with the Financial Terms set forth on <u>ARTICLE IV</u>.

ARTICLE III

TERM AND TERMINATION

- 1. <u>Term.</u> This Agreement shall begin on the Effective Date and shall continue for an initial term of one (1) year. Upon expiration of the initial term, this Agreement shall automatically renew for two (2) additional terms of one (1) year each unless otherwise terminated as set forth below.
- 2. <u>Termination.</u> Notwithstanding the Term, this Agreement may be terminated by either party by written notice to the other party as follows:
 - in the event the other party commits a material breach of this Agreement which is πot cured within fifteen (15) days following the date of written notice of such breach, this Agreement shall then terminate upon prior written notice;
 - (b) in the event either party's corporate status is dissolved under applicable state law;
 - (c) in the event that either party loses its license to operate its business as presently operated; or
 - (d) either party may terminate this Agreement, with or without cause, at any time upon thirty (30) days prior written notice to the other party.
- 3. Additional Termination. In addition to any other rights or remedies provided for hereunder, either party shall have the right to terminate this Agreement pursuant to written notice to the other party in the event that it determines that this Agreement, or any provision of this Agreement, jeopardizes its participation in, or any payments under, the Medicare, Medicaid, or any other third-party payor programs or arrangements or, with respect to MNMC, jeopardizes its tax-exempt status or the tax-exempt status, as applicable, of any of its respective affiliates. Upon any such termination, the Parties agree to negotiate in good faith concerning amendment to this Agreement to effectuate the purpose of this Agreement, and if the Parties cannot agree regarding such amendment within thirty (30) days, this Agreement may be terminated immediately upon written notice.

ARTICLE IV

FINANCIAL TERMS

1. <u>Financial Terms.</u> MNMC will invoice the patient (i.e. inmate) following routine, standard, and customary outpatient medical billing practices for lab services.

ARTICLE V

MISCELLANEOUS TERMS

- 1. Qualifications. During the Term of this Agreement,
 - (a) MNMC's hospital and clinical laboratory shall maintain all applicable licenses and certificates necessary to operate under federal and state law for the type and complexity of the Services performed under this Agreement.
 - (b) CLIENT represents that all persons receiving Services pursuant to this Agreement do so on a voluntary basis and have consented to the Services being provided by MNMC, or alternatively, CLIENT has a valid court order or other valid legal basis for seeking the Services provided herein.
- Records. Each Party shall be responsible for preparing records, reports and other supporting documents related to the Services as they deem necessary and appropriate to meet their business needs, in compliance with legal and regulatory requirements. Each Party shall provide the other with copies as is reasonably requested by the other Party to discharge its obligations under this Agreement, subject to compliance with legal and regulatory requirements. The ownership and right-of-control of all records, reports and supporting documentation shall remain, however, with the Party to which the records belong.
- 3. <u>Consequential Damages.</u> MNMC shall not be liable for any indirect, consequential, incidental, special, punitive or other damages (except as specified herein) of any kind arising from MNMC's Services hereunder or from the rendering or failure to render Services or any other professional services.
- 4. <u>Indemnification.</u> The Parties shall indemnify, defend, and hold each other harmless from and against any claims, liability, damages, costs and/or expenses ("Claims") arising out of or related to this Agreement, including, without limitation, arising out of or related to the Services, Results and/or any acts or omissions of the MNMC in contract, tort, or otherwise, except to the extent that any such Claims are caused by MNMC's willful misconduct, recklessness, or gross negligence.
- 5. <u>Independent Relationship.</u> The relationship between MNMC and CLIENT pursuant to this Agreement is that of independent entities contracting with each other, and neither Party shall be construed to be a joint venture, partner, agent, employee, or representative of the other.
- 6. No Requirement to Refer. Nothing in this Agreement, whether written or oral, nor any consideration in connection herewith contemplates or requires the referral of any patient. The Parties specifically acknowledge and agree that any benefits that MNMC receives under this Agreement constitute reasonable payment for the Services provided hereunder. Such benefits in no way require, are in no way contingent upon, and are in no way intended to induce the admission or referral of any patients to MNMC, and this Agreement is not intended to influence the judgment of CLIENT or any of its employees in choosing the medical facility appropriate for the proper treatment and care of his or her medical needs. There is no requirement that CLIENT make referrals toor otherwise generate business for MNMC or a MNMC hospital or clinic as a condition for receiving such benefits. The parties specifically intend to comply with the federal Anti-Fraud and Abuse provisions

- (42 U.S.0 § 1320a-7b(b)) and the Ethics in Patient Referrals Act (42 U.S.C. 5 1395nn) or regulations promulgated thereunder or any analogous state law.
- 7. <u>Additional Provisions.</u> All Services hereunder shall comply at all times with the terms and conditions set forth in <u>Schedule D</u>, attached hereto and incorporated herein by reference,
- 8. <u>Entire Agreement.</u> This Agreement contains all understandings between the Parties and supersedes any prior agreements between the Parties relating to the Services. To the extent that any agreements exist or are subsequently entered into between MNMC and CLIENT concerning matters other than Services, such agreements together with this Agreement, will be maintained in MNMC's MediTract system, which serves as MNMC's master contract list of such arrangements.
- 9. <u>Binding Effect.</u> This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.
- 10. Miscellaneous. This Agreement shall be governed by the laws of the State of lowa without regard to the choice-of-law principles thereof. No amendment of any provision of this Agreement will be effective unless in writing signed by the Parties. The illegality or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any legal and enforceable provisions hereof. All notices under this Agreement shall be in writing and given in person, first class registered mail or by overnight delivery service, delivery costs prepaid, or transmitted by facsimile (so long as such facsimile is followed by mailing the transmitted notice document in accordance with this Section), addressed to the Parties at the addresses specified below or to such other address of which either Party may notify the other pursuant to this sentence. Any headings used herein are for convenience of reference only and are not a part of this Agreement, nor shall they affect the interpretation hereof. This Agreement may be executed in multiple counterparts, each of which is an original, true and correct version hereof. Upon termination of this Agreement for any reason, all obligations of the Parties under this Agreement shall terminate immediately and automatically except for those obligations which by their terms survive termination. This Agreement is for the benefit of the Parties hereto and shall not inure to the benefit of any third-party, including physicians, patients, and staff of either Party.

[Remainder of page intentionally left blank - Continued on next page]

In witness whereof, MNMC and CLIENT have executed this Agreement as of the dates respectively indicated below:

MERCY MEDICAL CENTER-NEWTON d/b/a Jasper County Sheriff's Department MNMC NEWTON MEDICAL CENTER

Ву:	Ву:
Name:	Name:
Title:	Title:
	Address:
Date:	Date:
	Brandon Talsma, Board Chairperson
	Date
	Attest: Jenna Jennings, County Auditor
	Date

SCHEDULE A

SERVICES

1. Blood Draw Services and Billing Schedule:

<u>Service</u>	<u>Description</u>	Billing Method
Lab	Onsite (at MNMC) specimen	MNMC shall invoice PATIENT (i.e. inmate) for lab draw and/or specimen collection in accordance with Newton's standard patient fee schedule.
Draw/Specimen Collection	collection / lab draw.	CLIENT shall bring completed Law Enforcement Intake form with inmate information, specifically the insurance information or copy of insurance card.

SCHEDULE B

SUPPORT SERVICES and SUPPLIES

A. PERSONNEL.

MNMC will provide appropriate clinical personnel necessary for the onsite collection, preparation and preservation of specimens for the performance of Services pursuant to this Agreement.

B. SPACE.

MNMC will provide an appropriate designated space for its clinical personnel to perform the Services pursuant to this Agreement. CLIENT shall be required to follow MNMC's policies and procedures applicable for the safe provision of the Services under this Agreement.

C. SUPPLIES.

CLIENT will provide routine supplies necessary (i.e. collection kits, etc.) for the collection, preparation and preservation of specimens to be sent to CLIENT's designated lab partner for the performance of processing of legal blood draw results pursuant to this Agreement. The supplies provided by CLIENT are solely to be used for the collection and preparation of specimens that are being sent to CLIENT's designated lab partner for processing. It is not intended that these supplies be provided for any other use.

SCHEDULE D

ADDITIONAL PROVISIONS

This Schedule C is part of the Laboratory Services Agreement by and between MNMC and CLIENT. Defined terms in the Agreement shall have the same meaning in this Schedule. In the event that any provision of this Schedule conflicts with one or more provisions of the Agreement, then the terms of this Schedule shall apply.

- 1. General Terms and Conditions.
- 1.1. Compliance with MercyOne Code of Conduct.

CLIENT recognizes that it is essential to the core values of MNMC, as a member of Mercy Health Network, Inc. d/b/a MercyOne ("MercyOne") that all persons and entities employed by or otherwise contracting with MNMC at all times conduct themselves in compliance with the highest standards of business ethics and integrity and applicable legal requirements, as reflected in the MercyOne Code of Conduct, as may from time to time be amended by MercyOne. As of the Effective Date of the Agreement, the MercyOne Code of Conduct is set forth on MercyOne's website as the MercyOne Supplier Code of Conduct (Supplier Guide), which is available at the following website:

https://www.mercyone.org/about-us/integrity-and-compliance

CLIENT acknowledges it that has obtained. electronically accessed. otherwise received a copy of the Supplier Guide and has read and understands same, and hereby agrees that, so long as the Agreement remains in effect, CLIENT shall act in a manner consistent with, and shall at all times abide by, such Standards of Conduct, to the extent they are applicable to CLIENT in the performance of the Agreement. In the event that MNMC determines in good faith that CLIENT has breached its obligations under this Section, MNMC may, upon notice to CLIENT, immediately terminate the Agreement.

1.2. Ethical and Religious Directives, CLIENT agrees that all services shall be performed in accordance with the Ethical and Religious Directives for Catholic Health Care Services, Fifth Edition, as promulgated by the United States Conference of Catholic Bishops, as amended from time to time, and as interpreted by the local bishop (ERDs). As of the Effective Date of the Agreement, the ERDs are available at the following website:

http://www.usccb.org/abouticloctrine/ethic aland-religious-directives/

In the event that MNMC determines in good faith that CLIENT has breached its obligations under this Section, MNMC may, upon notice to CLIENT, immediately terminate the Agreement.

- 1.3. Nondiscrimination. In the performance of the Agreement, the Parties will not discriminate against anyone with respect to race, color, creed, sex, age, national origin, ancestry, religion, marital status, handicap, disability, veteran status, or any other legally-protected category of persons, except as medically indicated.
- Excluded Provider. CLIENT hereby 1.4. represents and warrants that it is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. CLIENT hereby agrees to immediately notify MNMC of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that CLIENT is excluded from participation in any federally funded health care program during the Term of the Agreement, or if at any time after the Effective Date of the Agreement, it is determined that CLIENT is in breach of this Section, the Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. CLIENT shall indemnify and hold harmless MNMC against all actions, claims, demands, and liabilities, and against all loss, damage, costs, and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any violation of this Section by CLIENT, or due to the exclusion of CLIENT from a federally funded health care program, including Medicare or Medicaid.
- 1.5. Insurance. CLIENT shall, at CLIENT's sole cost and expense, procure, keep and maintain throughout the Term of the Agreement, insurance coverage in the minimum amounts of: One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate for commercial general; and applicable state

statutory limits for workers compensation. In addition to the coverages specifically listed, CLIENT shall maintain any other usual and customary policies of insurance applicable to the type of services contracted for under the Agreement. By requiring insurance herein, MNMC does not represent that coverage and limits will necessarily be adequate to protect CLIENT. CLIENT shall provide copies of any and all insurance policies within ten (10) days of CHI's request therefore. Failure to maintain the required insurance, as set forth herein, may result in immediate termination of the Agreement by CHI.

- 1.6. Responsibility for Own Acts. Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said Party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said Party under the Agreement. In the event that a claim is made against both Parties, it is the intent of the Parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both Parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.
- 1.7. Confidentiality. The Parties shall hold in confidence the information contained in the Agreement and each of them hereby acknowledges and agrees that all information related to the Agreement, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of the other Party except: (i) to the extent necessary to comply with any law, rule or regulation or the valid order of any governmental agency or any court of competent jurisdiction; (ii) as part of its normal reporting or review procedure, to its auditors and attorneys; (iii) to the extent necessary to obtain appropriate insurance, to its insurance agent; or (iv) as necessary to enforce its rights and perform its agreements and obligations under the Agreement. Each of the Parties shall treat all non-public information obtained as part of this engagement as confidential and shall not, without written authorization from the other Party, release or share such information with any third party, except as may be required by law. Each of the Parties further agrees that, prior to reporting any actual or perceived violation of law to any

governmental entity, even if required by law to do so, it will first discuss the potential legal or compliance matter with the other Party's Corporate Responsibility Officer or Legal Counsel and, unless otherwise required by law, provide that Party with an opportunity to investigate and appropriately report any compliance matter brought to its or her attention by the Party that first identified the matter.

- 1.8. Recordkeeping. If and to the extent required by Section 1395x(v)(1)(i) of Title 42 of the United States Code, until the expiration of four (4) years after the termination or expiration of the Agreement, each Party shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of the Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided under the Agreement. The Parties further agree that, in the event it carries out any of its duties under the Agreement through a subcontract with a related organization with a value or cost of ten thousand dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a provision requiring the related organization to make available until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.
- 1.9. No Third Party Rights. The Agreement is made solely for the benefit of the Parties and their respective successors and permitted assigns. There are no third party beneficiaries to the Agreement.
- 1.10. <u>Jeopardy.</u> Notwithstanding anything to the contrary contained in the Agreement, in the event the performance by either Party of any term, covenant, condition or provision jeopardizes the licensure of MNMC or its participation in or the payment or reimbursement from, Medicare, Medicaid program, Blue Cross or other reimbursement or payment programs, or its full accreditation by The Joint Commission (TJC) or any other

state or nationally recognized accreditation organization, or the tax-exempt status of MNMC, any of MNMC or CHI's property or financing (or the interest income thereon. as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing a MNMC Medical Center or Clinic, or any of their services, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, MNMC may at its option (i) terminate the Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to the Agreement and, if the Parties are unable to resolve the matter within thirty (30) days thereafter, MNMC may, at its option, terminate the Agreement immediately.

- 1.11. Waiver. No waiver of or failure by a Party to enforce any of the provisions, terms, conditions, or obligations herein shall be construed as a waiver of any subsequent breach of such provision, term, condition, or obligation, or of any other provision, term, condition, or obligation hereunder, whether the same or different in nature. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- 1.12. <u>Time of the Essence.</u> The Parties agree that time is of the essence throughout the Term of the Agreement and of every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
- 2. <u>Compliance with Applicable Laws,</u> Regulations, and Standards.

- 2.1. Each Party represents and warrants that all services to be provided by it shall fully comply with all applicable federal, state and local statutes, rules, regulations, accreditation standards, applicable standards of other professional organizations, and the Party's Requirements as defined below, and that it shall be deemed a material breach of the Agreement by a Party if it shall fail to comply with this representation and warranty. If such a breach is not cured in accordance with the Agreement, the other Party may immediately terminate the Agreement without penalty and without limiting any other rights and remedies set forth in the Agreement or this Schedule
- 2.2. Specifically, but not by way of limitation, each Party represents and warrants that the services to be provided by said Party shall comply with all applicable statutes, rules, regulations, accreditation standards and other applicable standards of: Medicare; Medicaid; the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164 (collectively, HIPAA or the Privacy and Security Regulations); the security and privacy provisions of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder (ARRA); other federal or state health programs: policies, procedures, rules and regulations established by a Party and applicable to the operation of said Party, (collectively, the Party's Requirements); and updates to incorporate any changes to such statutes, rules, regulations, accreditation standards, other applicable standards and the Party's Requirements.



Council 61 President Todd Copley

Secretary - Treasurer Scott Thompson

District I Vice Presidents Stacy Biondi Ruth Thompson

District 2 Vice Presidents Jamie Watts Susan Rowe

District 3 Vice Presidents Sean Passick Wade Boogerd

District 4 Vice Presidents Shelly Hill Dan Watts

District 5 Vice Presidents Todd Eaves Kevin Randle

District 6 Vice Presidents Richard Frauenholz Quintin Bryant

District 7 Vice Presidents Michelle Mason Andrew Washburn Jasper County Board of Supervisors

Brandon Talsma, Chair Doug Cupples, Vice-Chair Denny Stevenson, Board Member

To the members of the Board,

We the undersigned employees of Jasper County, request to meet with you and your representatives to discuss the issue of wages. While we are in the middle of a long-term collective bargaining agreement there have been circumstances outside of our control causing our wages to not only stagnate, but fall behind with our surrounding counties. This has caused not only hardship to the employees but also the county when it comes to retaining and recruiting new employees.

Jasper County has a long history of positive and open labor relations and we wish to continue this tradition by having an open and honest dialogue to resolve the issues of recruitment, retention and to have wages more commensurate with the current climate both in and outside of the county. We have made concessions in the past when the county asked and now we are simply asking for the same consideration.

We have submitted a supposal (not a formal proposal) as requested to try to engage you in this conversation and have received no official response to date. The supposal was not the totality of options available to you or us but simply a place to start.

It has not been uncommon in the past two years for an employer or an employee organization to request a supplemental wage package due to the unprecedented rise in costs of living as well as the very real issue of recruitment and retention of employees within the workforce.

We fear that if nothing is done at this time, we will fall even further behind in wage comparisons and compensation and only make the situation worse in the future.

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We thank you for your time and consideration, Brand Cusaged
Chargkett Paul Klein Knapingary Whitey David
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Benjamin Block Bi Mashell Janann Hearth 1
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Country hard Start and Calayman rodling 25th. Larden
AFSCME Council 61 4320 N.W. 2nd Avenue Des Moines, Iowa 50313
Tglephone (515) 246-1517 Toll Free (800) 372-6054 Website: https://www.afscmecouncil61.org
senryler Braces Swa Madan Quelland
Thank House

OWNER/ ADDRESS		DIST	PARCEL#	2023 FAMILY FARM APPLICATIONS LEGAL DESCRIPTION	S-T-R	ACRES RECOMMENDED	DENIAL REASON
ANIACK ADDRESS		0131	PARCEL #	ELOAL DESCRIPTION	3-1-1	APPROVAL/DENIAL	DENIAL NEADON
IARRIS, STEPHEN & MARGRET		KGNT	09.07.100.013	LOT 10 SW NW EX HARRIS SD	7-80-18	17.16 APPROVAL	
780 HWY T 12 N		KGNT	09.07.100.003	LOTS 1-2-5-6 SD OF NW NW WITH EXCEPTIONS	7-80-18	8.97 REVIEW	RECOMMENDS OWNER APPLY FOR FOREST RESERVE
EWTON, IA 50208		KGNT	09.07.100.004	LOT 7 OF NW	7-80-18	7.74 APPROVAL	
1247 ON, 1A 30200		KGNT	09.07.100.005	LOT8 OFNW	7-80-18	8 APPROVAL	
		KGNT	09.07.100.006	LOT 9 OF NW	7-80-18	8.05 REVIEW	RECOMMENDS OWNER APPLY FOR FOREST RESERVE
HARRIS, STEPHEN C / HARRIS FAMILY 1	TRUST	NTNT1	08,12.200.009	NE NE EX PARCEL B	12-80-19	33.66 APPROVAL	
5780 HWY T12 N		KGNT	09.07.101.003	HARRIS SD LOT 3	7-80-18	2.57 APPROVAL	
NEWTON, IA 50208		KGNT	09.07.101.002	HARRIS SD LOT 2	7-80-18	1.97 APPROVAL	
		KGNT	09.07.101.001	HARRIS SD LOT 1	7-80-18	2 APPROVAL	
		KGNT	09.07.100.010	LOT 11 SE NW	7-80-18	20 REVIEW	RECOMMENDS OWNER APPLY FOR FOREST RESERVE
		NTNT1	08.12.200.005	NORTH 20 ACRES SE NE	12-80-19	18.86 APPROVAL	
O I DETUNACION CARALLY CARALLO		MKNT7	03.03.400.007	SOUTH 30 ACRES SOUTH 1/2 SE	3-81-19	29.62 APPROVAL	
&J RETHMEIER FAMILY FARM LLC 0138 E 12 ST N		MKNT7	03.03.400.007	NORTH 1/2 NE & BEG 26.8' WEST OF NE COR	10-81-19	69.41 APPROVAL	
		IVIKINI /	05.10.200.001		10-01-13	05.41 AFFROVAL	
AUREL, IA 50141				NW NE E 26.8' S 184.26' NORTH TO BEG EX BEG 184.26' SOUTH OF NW COR NW NE S 1154.19' E 1433.8' NW 517.4'			
				W 973.5' NW 795.8' TO BEG			
		MKNT7	03.11.200.003	W 973.5 NW 795.8 TO BEG NE NE	11-81-19	39 APPROVAL	
		MKNT7	03.11.200.003	SE NE EX PARCEL A	11-81-19	32.99 APPROVAL	
		WINIYI /	03.11.200.006	JE NE EX PARCEL A	11-01-13	32.33 AFFROVAL	
EVRIES, JAY		WSCFD	11.23.100.004	SW NW	23-79-21	39 APPROVAL	
12140 S 60 AVE W	PRAIRIE	WSCFD	11.23.100.007	NW NW EX BEG 663.3' SOUTH OF NW COR RUN E 415.3' S	23-79-21	21.28 APPROVAL	
TTY, IA 50228				294' W 415.3' N 294' TO BEG & EX PARCEL A			
		MPNT1	12.11.300.010	SE SW EAST OF ROAD	11-79-20	5.48 APPROVAL	
		MPNT1	12.11.400.001	NW SE	11-79-20	39 APPROVAL	
		MPNT1	12.11.400.001	SW SE	11-79-20	40 APPROVAL	
		WSPC2	11.22.300.001	NW SW	22-79-21	39 APPROVAL	
		WSPC2	11.22.300.001	WEST 1/2 OF NE SW	22-79-21	20 APPROVAL	
		WSPC2	11.22.300.002	SW SW EX PT PARCEL A	22-79-21	36.84 APPROVAL	
		WSPC2	11.22.300.007		22-79-21		
		WSPC2	11.22.300.008	WEST 1/2 SE SW EX PT PARCEL A PARCEL B OF SW	22-79-21	15.9 APPROVAL 2.44 APPROVAL	
		WSPCZ	11.22.300.011	PARCEL B OF SW	22-79-21	2.44 APPROVAL	
ANMANEN, RONALD		BVNT1	14.07.300.002	N 20 ACRES SW SW EAST OF ROAD	7-79-18	20 APPROVAL	
750 IVORY ST		BVNT1	14.07.300.005	NE SW	7-79-18	40 APPROVAL	
ELLOGG, IA 50135		BVNT1	14.07.400.002	S 1/2 NW SE	7-79-18	20 DENIAL	LAND IS NOT CROP BUT TIMBER / NOT ENOUGH CROP ACRES
		BVNT1	14.07.400.003	N 1/2 SW SE	7-79-18	14.39 APPROVAL	
		PAMN	18.01.400.002	NE SE	1-78-19	38 APPROVAL	
		ECLS5	19.06.100.005	GOVT LOT 12 EX S 158.45' OF W 182'	6-78-18	30.89 APPROVAL	
		ECLS5	19.06.100.008	GOVT LOT 11	6-78-18	40 APPROVAL	
		ECLS5	19.06.300.003	NORTH 11 ACRES OF NW SW EX WEST 182'	6-78-18	8.86 APPROVAL	
		KGNT	09.21.300.001	NW SW	21-80-18	38 APPROVAL	
		KGNT	09.21.300.002	NE SW	21-80-18	39 APPROVAL	
		KGNT	09.21.300.003	SW SW	21-80-18	38.4 APPROVAL	
		KGNT	09.21.400.008	NW SE EX PT PARCEL A & PARCEL B	21-80-18	26.19 APPROVAL	
		KGNT	09.21.400.010	NE SE EX PT PARCEL A	21-80-18	26.64 APPROVAL	
		KGNT	09.21.400.011	SW SE EX 22 ACRES IN NW COR & PT PARCEL A	21-80-18	16.3 APPROVAL	
		KGNT	09.22.100.003	ALL NW & SW NE SOUTH OF RR & WEST OF RIVER EX	22-80-18	56.77 APPROVAL	
				PARCEL B			
		KGNT	09.22.100.004	PARCEL B OF SW NW	22-80-18	5.2 APPROVAL	
EVRIES, MELVIN & KAYLENE TRUST		WSPC2	11.32.100.001	NW NW	32-79-21	38 APPROVAL	
039 HWY 117 S		WSPC2	11.32.100.002	NE NW	32-79-21	39 APPROVAL	
RAIRIE CITY, IA 50228		WSPC2	11.32.100.003	SW NW	32-79-21	39 APPROVAL	
		WSPC2	11.32.100.004	SE NW	32-79-21	40 APPROVAL	
		WSPC2	11.36.200.005	BEG 500' NORTH OF SE COR OF SE NE RUN W 455.34' N 747.34' E 444.89' S 743.70' TO BEG	36-79-21	7 DENIAL	NOT CONTIGUOUS ACRES OF 10 OR MORE

MARLO HAY FARMS LLC 6326 HWY T38 S LYNNVILLE, IA 50153	RLLS6 RLLS6	15.26.200.002 15.26.200.00S	NE NE SE NE EX PARCEL A	26-79-17 26-79-17	38.18 APPROVAL 33.44 APPROVAL	
HAY ENTERPRISES LLC	LGLS	20.16.300.011	PARCEL B OF NW SW	16-78-17	1.94 DENIAL	NOT 10 CONTIGUOUS ACRES OF SAME OWNER
MIKE HAY FARMS LLC 9657 HWY T33 SULLY, IA S0251	LGLS LGLS LGLS LGLS LGLS	20.17.100.002 20.17.100.005 20.17.200.001 20.17.200.002 20.17.200.005 20.17.200.006	NE NW SE NW NW NE NE NE EX E 622.30' OF N 840' SW NE SE NE	17-78-17 17-78-17 17-78-17 17-78-17 17-78-17 17-78-17	39.93 APPROVAL 38.94 APPROVAL 39.75 APPROVAL 27 APPROVAL 38.74 APPROVAL 36.64 APPROVAL	
HAY, MARTY & LORY TRUST 10161 HWY T33 S SULLY, IA 50251	LGLS LGLS LGLS LGLS	20.31.100.002 20.31.100.005 20.17.400.005 20.17.400.008	NE NW SE NW NORTH 1/2 OF SE SE NE SE EX PARCEL A	31-78-17 31-78-17 17-78-17 17-78-17	39 APPROVAL 40 APPROVAL 19.09 APPROVAL 34.39 APPROVAL	
VANDALEN, GARY DEAN 5233 E 84 ST S NEWTON, IA 50208		14.32.100.001 14.32.100.002	NW NW NE NW	32.79.18 32.79.18	38 APPROVAL 37.3 APPROVAL	
TIFFANY, CHAD 11951 SOUTH 44 AVE W COLFAX, IA 50059	PWCMD PWCMD PWCMD WSCFD	06.21.300.006 06.21.400.003 06.21.300.015 11.15.200.001	SE SW SW SE PARCEL B OF SW 9.7 ACRE IRREG TRACT LYING NW OF CREEK NE	21-80-21 21-80-21 21-80-21 15-79-21	39 APPROVAL 39 APPROVAL 79.52 APPROVAL 8.59 DENIAL	NOT ENOUGH CONTIGUOUS ACRES
TIFFANY, CODY 3207 W 124 ST S MITCHELLVILLE, IA 50169	PWCMD	06.25.200.001	NW NE	25-80-21	39 DENIAL	NO DESIGNATED PERSON LISTED ON APPLICATION
ROOK, KEITH & LYNN 1420 KENT AVE NEW SHARON, IA 50207	ECPL6 ECPL6 ECPL6	19.34.200.001 19.34.200.003 19.34.200.005	NW NE NORTH 10 ACRES SW NE SW NE EX NORTH 10 ACRES EX PARCEL A	34-78-18 34-78-18	37.32 APPROVAL 9.75 APPROVAL 25.24 APPROVAL	
PEASE, BRIAN JAMES & DANETTE K 11396 HWY F34 WEST COLFAX, IA 50054	PWCMD	06.23.300.006	NE SW EX TRACT 112' X 199' BEG 384' SOUTH OF NE COR & EX N 175' OF E 240'	23-80-21	37.83 APPROVAL	
SCHNELL, CHRIS 6423 E 100 ST S SULLY, IA 50251	BVLS4 BVLS6 RLS6 BVLS6 RLS6 RLS6 RLS6 RLS6 RLS6 RLS6 RLS6 R	14.24.400.003 14.24.400.004 14.25.100.002 14.25.200.001 14.25.200.004 14.25.200.005 14.25.400.001 14.25.400.003 14.25.400.003 14.25.400.003 14.36.200.003 15.30.300.001 15.30.300.001 19.04.100.012 19.04.100.013	SW SE SE SE EX BEG NE COR S 846.77' W 279.31' N 202.11' W 88.12' N 140.81' NE 259.13' W 249.65' TO BEG NE NW NW NE NENE SW NE SE NE EX TRACT IN NE CORNER N 1/2 OF N 1/2 SE S1/2 OF N 1/2 SE SW SE SE SE EX PARCEL A 1 ACRE E OF CREEK NE NE WEST 1/2 OF NORTH 1/2 SW FRL WEST 1/2 OF SOUTH 1/2 SW FRL NW NW NORTH & EAST OF SLATER CREEK GOVT LOT 12 WEST 1/2 GOVT LOT 11 NORTH 16.25 ACRES OF NW SW	24-79-18 24-79-18 25-79-18 25-79-18 25-79-18 25-79-18 25-79-18 25-79-18 25-79-18 25-79-18 36-79-18 30-79-17 30-79-17 4-78-18 4-78-18	40 APPROVAL 34 APPROVAL 40 APPROVAL 40 APPROVAL 39 APPROVAL 38.36 APPROVAL 39.5 APPROVAL 39.5 APPROVAL 39.5 APPROVAL 43.75 APPROVAL 1 APPROVAL 43.09 APPROVAL 42 APPROVAL 36 APPROVAL 39 APPROVAL 19.5 APPROVAL 19.5 APPROVAL	
VANDERHART, LARRY & WILMA REV TRUST		17.32.400.005	SE SE	32-78-20	39 APPROVAL	100

8816 S 128 AVE W MONROE, IA 50170	FVMN FVMN FVMN	17.33.300.002 17.33.300.005 17.33.400.003	NORTH 3/4 SW SW SE SW SW SE	33-78-20 33-78-20 33-78-20	30 APPROVAL 39 APPROVAL 39 APPROVAL	
	FVMN FVMN	17.33.400.004 17.34.300.004	SE SE SW SW	33-78-20 34-78-20	39 APPROVAL	
WILSON, LUKE	DMPC2	16.36.400.005	PARCEL A PT SE SE	36-78-21	6.95 DENIAL	NOT ENOUGH CONTIGUOUS ACRES
12771 W 93 ST S	DMMNB	17.31.300.008	PARCEL B PT SW SW	31-78-20	6.94 DENIAL	NOT ENOUGH CONTIGUOUS ACRES
MONROE, IA 50170		16.36.300.002	NE SW	36-78-21	40 APPROVAL	
		16.36.300.007	NW SW EX PARCELS A & B	36-78-21	35.28 APPROVAL	
CDC OF JASPER COUNTY INC	MKNT3	03.23.300.006	PARCEL A OF NE SW & E 12 ACRES OF NW SW	23-81-19	49.73 APPROVAL	
SAGE, ERIC T & DEBORAH D	PWCMD	06.27.100.001	NW NW	27-80-21	39 APPROVAL	
3151 W 124 ST N	COLFAX, PWCMD		SW NW EX BEG SW COR E 1320' N 235' NW TO A PT 400' NORTH OF SW COR SOUTH TO BEG	27-80-21	30.38 APPROVAL	
	PWCMD	06.27.100.004	NE NW	27-80-21	38 APPROVAL	
	PWCMD	06.27.100.005	SE NW EX BEG SW COR E 280' N 200' NW TO A PT 235' NORTH OF SW COR SOUTH TO BEG	27-80-21	37.6 APPROVAL	
SHAT AAANA	2001/2	10.00.000.000	ATM CM	2 90 17	40 ADDOOLAL	
DIMIT, MARK R	RCGN8 RCGN8	10.02.300.001 10.02.300.006	NW SW PARCEL A OF SW SW	2-80-17 2-80-17	40 APPROVAL 17.77 APPROVAL	
295 320 AVE GRINNELL, IA 50112	RCGN8	10.03.100.001	NW NW	3-80-17	50.53 APPROVAL	
GRINNELL, IA 30112	RCGN8	10.03.100.001	NE NW	3-80-17	49.13 APPROVAL	
	RCGN8	10.03.100.005	SW NW EX PT PARCEL A	3-80-17	19.61 APPROVAL	
	RCGN8	10.03.100.006	SE NW EX PT PARCEL A	3-80-17	29.39 APPROVAL	
	RCGN8	10.03.400.001	NW SE	3-80-17	39 APPROVAL	
	RCGN8	10.03.400.002	NE SE	3-80-17	40 APPROVAL	
	RCGN8	10.03.400.005	SW SE EX PT OF PARCEL A	3-80-17	32.42 APPROVAL	
	RCGN8	10.03.400.010	SE SE EX PT PARCEL A & EX PARCEL B	3-80-17	23.43 APPROVAL	
	RCGN8	10.10.400.003	SW SE	10-80-17	39 APPROVAL	
	RCGN8	10.10.400.004	SESE	10-80-17	40 APPROVAL	
BRANDHOF, DUANE E & BRENDA REV TRI	UST WSCFD	11.09.100.004	SW NW & NW SW NORTH OF RR	9-79-21	44 DENIAL	NO DESIGNATED PERSON LISTED ON APPLICATION
13428 S 52 AVE W	WSCFD	11.09.100.004	SE NW NORTH OF RR	9-79-21	30 DENIAL	NO DESIGNATED PERSON LISTED ON APPLICATION
MITCHELLVILLE, IA 50169	WSCFD	11.16.400.003	SW SE	16-79-21	39 DENIAL	NO DESIGNATED PERSON LISTED ON APPLICATION
Wirefield Field	WSCFD	11.16.400.004	SE SE	16-79-21	38 DENIAL	NO DESIGNATED PERSON LISTED ON APPLICATION
	WSCFH	11.17.300.005	PARCEL A OF SE SW	17-79-21	1 DENIAL	NO DESIGNATED PERSON LISTED ON APPLICATION
	WSCFH	11.20.200.005	LOT 2 IN SD OF EAST 1/2 EX N 332' OF W 553.8'	20-79-21	61.2 DENIAL	NO DESIGNATED PERSON LISTED ON APPLICATION
	WSCFD	11.21.100.002	NORTH 1/3 WEST 1/2 NW EX N 366' OF E 475'	21-79-21	22.03 DENIAL	NO DESIGNATED PERSON LISTED ON APPLICATION
	WSCFD	11.16.300.001	NW SW	16-79-21	39 DENIAL	NO DESIGNATED PERSON LISTED ON APPLICATION
	WSCFD	11.16.300.002	NE SW	16-79-21	40 DENIAL	NO DESIGNATED PERSON LISTED ON APPLICATION
	WSCFD	11.21.100.003	MIDDLE 1/3 OF WEST 1/2 OF NW	21-79-21	26.66 DENIAL	NO DESIGNATED PERSON LISTED ON APPLICATION
	WSCFD WSCFD	11.21.100.004 11.16.300.004	SOUTH 1/3 WEST 1/2 NW SE SW EX BEG 174' W OF SE COR W 335' N 813.18' E 335' S	21-79-21 16-79-21	26.66 DENIAL 33 DENIAL	NO DESIGNATED PERSON LISTED ON APPLICATION NO DESIGNATED PERSON LISTED ON APPLICATION
			813.18' TO BEG			
GULLETT, ROBERT L	KGNT	09.33.100.001	NW NW EX N 410' OF E 150'	33-80-18	35.9 DENIAL	DESIGNATED PERSON ACTIVELY FARMING NOT RELATED TO OWNER
603 E 28 ST S	KGNT	09.33.100.003	NE NW EX N 410' OF W 260'	33-80-18	35.8 DENIAL	DESIGNATED PERSON ACTIVELY FARMING NOT RELATED TO OWNER
NEWTON, IA 50208	KGNT	09.33.100.004	SW NW	33-80-18	39 DENIAL	DESIGNATED PERSON ACTIVELY FARMING NOT RELATED TO OWNER
	KGNT	09.33.100.005	SE NW	33-80-18	40 DENIAL	DESIGNATED PERSON ACTIVELY FARMING NOT RELATED TO OWNER
NOS GUETIS I B CANIDIOS I	FOLCE	10.00.200.000	LOT 4 NE SIM EV TO 201 V 227 IN LOT 4 FOR CENTERSY	7 70 10	12 DENIM	NOT ENOUGH CONTICUOUS ACRES
VOS, CURTIS L & CANDICE L	ECLS6	19.09.300.009	LOT 4 NE SW EX TR 20' X 227' IN LOT 4 FOR CEMETERY	7-78-18	13 DENIAL 11 APPROVAL	NOT ENOUGH CONTIGUOUS ACRES
8129 HWY F62 E	PANT1 PANT1	13.17.400.012 13.17.400.013	LOT 3 SW OF SE EX PT PARCEL B & C NORTH 1/2 OF SOUTH 1/2 SE EX PT PARCEL B & C	17-79-19 17-79-19	20 APPROVAL	
SULLY, IA 50251	PANII	13.17.400.013	HORITI 1/2 OF SOUTH 1/2 SE EX FT FARCEL B & C	17-13-13	ZU AFFROVAL	
NIKKEL, SCOTT & VICKI REV TRUST	RLGN8	15.02.400.004	SE SE	2-79-17	37.85 APPROVAL	
207 1 ST	RLGN8	15.11.200.002	SW NE	11-79-17	36.5 APPROVAL	
SULLY, IA 50251	RLGN8	15.11.200.003	NORTH 39 ACRES OF NE NE	11-79-17	36.76 APPROVAL	
,	RLGN8	15.12.100.008	SW NW EX PARCEL A	12-79-17	36.64 APPROVAL	

KINION, CHAD W 1991 PIERCE DR TRACY, IA 50256	ECPL6	19.34.300.001 19.34.300.005	LOT 2 NW SW EX BEG 1191' SOUTH & 138' EAST OF NW COR RUN E 130' S 129' W 268' N 21' E 138' N 108' TO BEG SW SW EX NORTH 34' OF W 268'	34-78-18 34-78-18	38.91 APPROVAL 37.82 APPROVAL
VANDERWILT, DELORES REV TRUST 707 3RD ST SULLY, IA 50251	LGLS LGLS LGLS LGLS LGLS LGLS	20.16.100.003 20.16.100.008 20.16.200.001 20.16.200.003 20.16.300.003 20.16.300.005 20.21.100.002	EAST 1/2 NE NW EAST 1/2 SE NW EX S 195' OF W 218 NW NE SW NE NE SW SE SW NE NW	16-78-17 16-78-17 16-78-17 16-78-17 16-78-17 16-78-17 21-78-17	20 APPROVAL 18.69 APPROVAL 39 APPROVAL 38 APPROVAL 40 APPROVAL 40 APPROVAL
SAGE FARMS LLC 2523 W 124 ST N COLFAX, IA 50054	SHCME SHCME PWCME PWCME SHCME SHCME SHCME SHCME SHCME SHCME SHCME	07.05.300.002 07.05.300.003 07.07.100.001 07.07.100.002 07.07.200.003 07.07.200.006 07.07.400.001 07.07.400.005 07.07.400.006 07.08.300.001 07.08.300.002	SOUTH 16 ACRES OF NW SW SW SW NW NW NE NW SW NE NW NE EX PARCEL A NORTH 20 ACRES OF NW SE NE SE NORTH 35 ACRES OF SE SE NW SW NORTH 35 ACRES OF SW SW	5-80-20 5-80-20 7-80-20 7-80-20 7-80-20 7-80-20 7-80-20 7-80-20 7-80-20 8-80-20 8-80-20	15.6 APPROVAL 38 APPROVAL 39 APPROVAL 40 APPROVAL 29.7 APPROVAL 20 APPROVAL 40 APPROVAL 33.79 APPROVAL 39.4 APPROVAL 32.86 APPROVAL
ROZENDAAL, ALVIN & SHIRLEY TRUST 13800 TITAN AVE SULLY, IA 50251	LGLS LGLS LGLS LGLS LGLS	20.15.100.002 20.15.100.005 20.15.200.001 20.15.200.004 20.15.300.001 20.15.300.002 20.15.400.001	NENW SE NW WEST 30 ACRES NW NE SW NE EX NE 5 ACRES NW SW NE SW NW SW	15-78-17 15-78-17 15-78-17 15-78-17 15-78-17 15-78-17 15-78-17	40 APPROVAL 40 APPROVAL 30 APPROVAL 34.5 APPROVAL 39 APPROVAL 37.65 APPROVAL 36.88 APPROVAL
LARRISON, KAYSCHNELL 1457 DOUBLE TREE DR PIEDMONT, SD 57769	RCGN8 RCGN8 RCGN8 RCGN8 RCGN8 RCGN8 RCGN8 RCGN8 RCGN8	10.27.300.007 10.33.200.007 10.33.200.009 10.34.100.003 10.34.100.004 10.34.100.005 10.34.100.009 10.35.200.003 19.05.200.005 19.05.200.006	LOT 4 OF SE SW NE NE SOUTH OF RR EX WEST 40 RODS SE NE EX WEST 40 RODS & EX ROAD EASEMENT SW NW NORTH 20 ACRES SE NW SOUTH 1/2 SE NW NW NW SOUTH OF RR NE NW SOUTH OF RR GOVT LOT 10 GOVT LOT 8 GOVT LOT 9	27-80-17 33-80-17 33-80-17 34-80-17 34-80-17 34-80-17 34-80-17 34-80-17 5-78-18 5-78-18	2 APPROVAL 7.91 APPROVAL 16.84 APPROVAL 34.42 APPROVAL 20 APPROVAL 13.94 APPROVAL 37.64 APPROVAL 40 APPROVAL 40 APPROVAL 40 APPROVAL 40 APPROVAL 40 APPROVAL
VANWYK, VERLAN E PO BOX 246 SULLY, IA 50251	RLLS6 RLLS6	15.28.300.005 15.28.300.008	SE SW SW SW EX PARCEL C	28-79-17 28-79-17	38.97 APPROVAL 19.54 APPROVAL
BRANDHOF, JOHN M REV TRUST SOUTH 68 AVE WEST MITCHELLVILLE, IA 50169	WSCFD	11.09.100.002 11.15.100.001 11.15.100.002 11.15.100.003 11.15.300.001 11.15.300.002 11.15.300.003 11.15.300.004 11.28.100.007 11.36.300.003	NW NW EX 236.8' X 193.8' BEG 415.6' SOUTH OF NW COR NW NW NE NW SENW NW SW NE SW SW SW SE SW PARCEL B OF NW NE SW	9-79-21 15-79-21 15-79-21 15-79-21 15-79-21 15-79-21 15-79-21 15-79-21 28-79-21 36-79-21	37.46 APPROVAL 38.8 APPROVAL 39 APPROVAL 40 APPROVAL 40 APPROVAL 40 APPROVAL 38 APPROVAL 39 APPROVAL 40 APPROVAL 40 APPROVAL 40 APPROVAL 40 APPROVAL

	DMPC2	11.36.300.005	SE SW EX BEG 542.86' N 280' E 466.71' S 280' W 466.71' TO BEG	36-79-21	36.33 APPROVAL	
	DMPC2	11.36.300.012	NW SW EX W 301.57' OF N 325' & EX PARCEL D	36-79-21	12.52 APPROVAL	
DEJONG, CLARENCE L 10070 S 104 AVE E SULLY, IA 50228	ECLS6 ECLS6 ECLS6	19.14.300.005 19.14.400.003 19.14.400.004	SE SW SW SE SE SE	14-78-18 14-78-18 14-78-18	38 DENIAL 39 DENIAL 39 DENIAL	DESIGNATED PERSON ACTIVELY FARMING NOT RELATED TO OWNER DESIGNATED PERSON ACTIVELY FARMING NOT RELATED TO OWNER DESIGNATED PERSON ACTIVELY FARMING NOT RELATED TO OWNER
TITUS, TREVOR ROBERT 9378 N 67 AVE E KELLOGG, IA 50135	HGNT4 HGNT4 HGNT4 HGNT4	05.30.200.001 05.30.200.002 05.30.200.003 05.30.200.004	NW NE NE NE SW NE SE NE	30-81-17 30-81-17 30-81-17 30-81-17	40 DENIAL 39 DENIAL 40 DENIAL 39 DENIAL	NO DESIGNATED PERSON LISTED ON APPLICATION
LAMB, BRANDON M 4055 W 124 ST N COLFAX, IA 50054	PWCME PWCMD	06.16.400.009 06.21.400.004	NE SE EX PARCEL A SE SE	16-80-21 16-80-21	28.32 APPROVAL 38 APPROVAL	
GRUHN BROTHERS PARTNERSHIP 2784 E 125 ST N KELLOGG, IA 50135	RCGN8 RCGN8 RCGN8 RCGN8 RCGN8 RCGN8 RCGN8 RCGN8	10.21.200.002 10.21.200.005 10.22.100.001 10.22.100.002 10.22.100.004 10.22.100.004 10.36.100.001 10.36.100.003	NE NE EAST 39 ACRES SE NE NW NW WEST 20 ACRES NE NW SW NW WEST 20 ACRES SE NW SW SW NW NW NW SW NW	21-80-17 21-80-17 22-80-17 22-80-17 22-80-17 22-80-17 25-80-17 36-80-17	39 APPROVAL 39 APPROVAL 40 APPROVAL 20 APPROVAL 40 APPROVAL 20 APPROVAL 36.92 APPROVAL 39 APPROVAL 30.72 APPROVAL	
BUCKLIN, JEFFREY L 10604 N 19 AVE W COLFAX, IA 50054	PWCMD	06.24.300.004	SW SW EX 7.35 ACRE TRACT EAST & EX BEG SW COR N 762.6' E 152' SOUTH ALONG HWY 117 ROW WEST 461.5' TO BEG	24-80-21	20.53 DENIAL	DESIGNATED PERSON ACTIVELY FARMING NOT RELATED TO OWNER
BUCKLIN, H DAVID 5841 N 75 AVE W BAXTER, IA 50028	IDBX7	02.35.200.012	PARCEL D OF E 1/2 NE & NE SE	35-81-20	59.85 APPROVAL	
NEARMYER, RICHARD 1630 S 51 AVE E NEWTON, IA 50208	PANT1 PANT1	13.09.200.011 13.14.300.006	NE NE EX PARCEL A SE SW EX SOUTH 1/2	9-79-19 14-79-19	27.65 APPROVAL 19.7 APPROVAL	
SHINE, JASON 1482 HWY T-38 N GRINNELL, IA 50112	RCGN4 RCGN4 RCGN4 RCGN4 RCGN4 RCGN4	10.19.400.003 10.19.400.005 10.20.300.001 10.20.300.002 10.20.300.003 10.20.300.004	NE SE & PT VAC JOHNSON ST ADJ ON E SE SE & PT VAC JOHNSON ST ADJ ON W NW SW & PT VAC JOHNSON ST ADJ ON W NE SW SW SW & PT VAC JOHNSON ST ADJ ON W & S SE SW	19-80-17 19-80-17 20-80-17 20-80-17 20-80-17 20-80-17	38 DENIAL 39 DENIAL 39 DENIAL 40 DENIAL 38 DENIAL 40 DENIAL	NO DESIGNATED PERSON LISTED ON APPLICATION
DEVRIES, MICHAEL J	MPNT1 MPNT1 MPNT1	12.11.400.002 12.11.400.004 12.14.200.002	NE SE SE SE NE NE	11-79-20 11-79-20 14-79-20	37.5 APPROVAL 40 APPROVAL 40 APPROVAL	

February 20, 2024

Tuesday, February 20, 2024, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Cupples, and Stevenson present and accounted for; Chairman Talsma presiding.

Motion by Cupples, seconded by Stevenson to open a Public Hearing regarding a rezone request for parcel #06.35.351.001 from agricultural (A) to rural residential large lot (RR).

YEA: CUPPLES, TALSMA, STEVENSON

No public comments

Motion by Cupples, seconded by Stevenson to close the Public Hearing.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to waive the 2nd and 3rd readings.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to approve a rezone request for Brandie and Dustin Gean on parcel #06.35.351.001 from agricultural (A) to rural residential large lot (RR).

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to open a Public Hearing regarding a rezone request for parcel #06.35.351.003 from agricultural (A) to rural residential large lot (RR).

YEA: CUPPLES, TALSMA, STEVENSON

No public comments

Motion by Cupples, seconded by Stevenson to close the Public Hearing.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to waive the 2nd and 3rd readings.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to approve a rezone request for Brandie and Dustin Gean on parcel #06.35.351.003 from agricultural (A) to rural residential large lot (RR).

YEA: CUPPLES, TALSMA, STEVENSON

Kevin Luetters, Community Development Director presented 1 sealed bid for the sale of 248 Hickory Street in Newton.

Buddy Cupples: \$6,700.00

Motion by Cupples, seconded by Stevenson to reject the bid in the amount of \$6,700.00 from Buddy Cupples for the property located at 248 Hickory St, Newton.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to open a Public Hearing for road vacations in Ira, Iowa.

YEA: CUPPLES, TALSMA, STEVENSON

No public comments

Motion by Cupples, seconded by Stevenson to close the Public Hearing.

YEA: CUPPLES, TALSMA, STEVENSON

No action was taken on the three Resolutions vacating portions of roadway in Ira, Iowa.

Motion by Cupples, seconded by Stevenson to approve the Central Iowa Housing Trust Fund Grant Agreement in the amount of \$18,840.00 for rent assistance.

YEA: CUPPLES, TALSMA, STEVENSON

Adam Sparks, Maintenance Director presented quotes for a new truck. Four quotes were presented:

Charles Gabus Ford:

\$55,250.00

Dewey Ford:

\$50,270.00

Gregg Young Auto:

\$48,680.00

Stivers Ford:

\$52,202.00

Motion by Cupples, seconded by Stevenson to accept the quote from Stivers Ford in the amount of \$52,202.00 for a new 2023 F250 Work Truck.

YEA: CUPPLES, TALSMA, STEVENSON

Adam Sparks, Maintenance Director presented quotes for a new Ranger. Three quotes were presented:

RJ Powersports:

\$19,042.98

U.S.S. Polaris:

\$20,348.21

Van Wall Powersports:

\$20,315.00

Motion by Cupples, seconded by Stevenson to accept the quote from RJ Powersports in the amount of \$19,042.98 for a 2024 Polaris Ranger SP 570.

YEA: CUPPLES, TALSMA, STEVENSON

Adam Sparks, Maintenance Director presented quotes for a new mower. Three quotes were presented:

Porter Do-It Best Hardware:

\$20,306.00

Prairie Ag:

\$10,664.00

Van-Wall Equipment:

\$10,788.89

Motion by Cupples, seconded by Stevenson to accept the quote from Prairie Ag in the amount of \$10,664.00 for a new 2024 Cheetah II 40hp lawn mower.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to adopt Resolution 24-13, creating two permanent parttime skilled laborer positions for Secondary Roads, and dissolving the current seasonal positions.

YEA: CUPPLES, TALSMA, STEVENSON

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

No action was taken on the hourly non-bargaining and salary non-department head pay scales.

Motion by Cupples, seconded by Stevenson to approve fiber installation at the Law Center, Liberty Ave Yard Site, and old ARL Building in the amount of \$29,500.00 from MCG Communications.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to add MCG Communications as a primary internet service provider for the County Courthouse in the amount of \$479.99 quarterly and the Sheriff's Office in the amount of \$479.99 quarterly.

YEA: CUPPLES, TALSMA, STEVENSON

No action was taken on moving Aureon to a backup internet service provider.

Motion by Cupples, seconded by Stevenson to approve a Network Assessment agreement with Heartland Business Services in the amount of \$6,665.00.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to approve the Treasurer's Semi-Annual Report for 1/1/23 to 6/30/23 and 7/1/23 to 12/31/23.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to adopt Resolution 24-14 authorizing the funds received from the Local Assistance Tribunal Consistency Fund in the amount of \$100,000.00 to be used towards the Jasper County Iowa GIS Data Layer Re-Alignment Project with Schneider Geospatial.

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 an updated service license agreement with Fidlar Technologies Bastion in the amount of \$2,295.00 quarterly for the Recorder and \$255.00 quarterly for the Auditor.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to approve the Board of Supervisors minutes from February 13, 2024.

YEA: CUPPLES, TALSMA, STEVENSON

No Board Appointments

Motion by Cupples, seconded by Stevenson to adjourn the Tuesday, February 20, 2024, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, TALSMA, STEVENSON

Brandon Talsma, Chairman