

# Jasper County, Iowa

**Joe Brock**

**Denny Carpenter**

**Dennis Stevenson**



**Board of Supervisors**

Courthouse

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Newton IA 50208

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## JASPER COUNTY BOARD OF SUPERVISORS AGENDA

[www.co.jasper.ia.us](http://www.co.jasper.ia.us)

October 4, 2016

9:30 a.m.

- Item 1      **Public Hearing – Budget Amendment**
  - a) Approval of Budget Amendment for FY 16/17
  - b) Approval of Appropriation Resolution
  
- Item 2      **Sheriff – John Halferty**
  - a) Approval of Annual 28E Tobacco Compliance Check Contract with the State
  
- Item 3      **Human Resources – Dennis Simon**
  - a) Approval of 2017 Proposed Holiday Schedule
  
- Item 4      **Information Technology – Celia Robertson**
  - a) Approval of CivicPlus Contract
  
- Item 5      **North Gateway Enhancement Project – Doug Garrett**
  - a) Resolution to Support the North Gateway Corridor Enhancement Project
  - b) Federal Aid Agreement for Funding for a Transportation Alternatives Program
  - c) Project Development Certification
  
- Item 6      **Approval of Board of Supervisors minutes for 9/27/16**
  
- Item 7      **Board Appointments**

**PUBLIC INPUT & COMMENTS**

<b>COUNTY NAME:</b> Jasper	<b>RECORD OF HEARING AND DETERMINATION ON THE AMENDMENT TO COUNTY BUDGET</b>	<b>COUNTY NO:</b> 50
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Date budget amendment was adopted:  
10-04-2016

For Fiscal Year Ending:  
June 30, 2017

The County Board of Supervisors met on the date specified immediately above to adopt an amendment to the current County budget as summarized below. The amendment was adopted after compliance with the public notice, public hearing, and public meeting provisions as required by law.

Iowa Department of Management Form 653 A-R Sheet 2 of 2 (revised 05/01/14)		Total Budget as Certified or Last Amended	Adopted Current Amendment	Total Budget After Current Amendment
<b>REVENUES &amp; OTHER FINANCING SOURCES</b>				
Taxes Levied on Property	1	14,084,699	0	14,084,699
Less: Uncollected Delinquent Taxes - Levy Year	2	3,950	0	3,950
Less: Credits to Taxpayers	3	627,800	0	627,800
Net Current Property Taxes	4	13,452,949	0	13,452,949
Delinquent Property Tax Revenue	5	4,600	0	4,600
Penalties, Interest & Costs on Taxes	6	66,200	0	66,200
Other County Taxes/TIF Tax Revenues	7	2,025,524	0	2,025,524
Intergovernmental	8	6,903,837	882,549	7,786,386
Licenses & Permits	9	79,573	0	79,573
Charges for Service	10	943,904	0	943,904
Use of Money & Property	11	133,575	0	133,575
Miscellaneous	12	472,836	0	472,836
<b>Subtotal Revenues</b>	13	24,082,998	882,549	24,965,547
Other Financing Sources:				
General Long-Term Debt Proceeds	14	0	0	0
Operating Transfers In	15	3,061,770	0	3,061,770
Proceeds of Fixed Asset Sales	16	0	0	0
<b>Total Revenues &amp; Other Sources</b>	17	27,144,768	882,549	28,027,317
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>				
Operating:				
Public Safety & Legal Services	18	6,306,154	0	6,306,154
Physical Health & Social Services	19	2,123,092	0	2,123,092
Mental Health, ID & DD	20	833,307	0	833,307
County Environment & Education	21	1,476,004	0	1,476,004
Roads & Transportation	22	8,782,025	0	8,782,025
Government Services to Residents	23	1,584,103	0	1,584,103
Administration	24	3,320,675	0	3,320,675
Nonprogram Current	25	29,000	0	29,000
Debt Service	26	1,673,630	0	1,673,630
Capital Projects	27	935,000	928,549	1,863,549
<b>Subtotal Expenditures</b>	28	27,062,990	928,549	27,991,539
Other Financing Uses:				
Operating Transfers Out	29	3,061,770	0	3,061,770
Refunded Debt/Payments to Escrow	30	0	0	0
<b>Total Expenditures &amp; Other Uses</b>	31	30,124,760	928,549	31,053,309
<b>Excess of Revenues &amp; Other Sources over (under) Expenditures &amp; Other Uses</b>	32	(2,979,992)	(46,000)	(3,025,992)
Beginning Fund Balance - July 1,	33	12,509,107	0	12,509,107
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0
Fund Balance - Nonspendable	35	0	0	0
Fund Balance - Restricted	36	8,066,872	0	8,066,872
Fund Balance - Committed	37	0	0	0
Fund Balance - Assigned	38	0	0	0
Fund Balance - Unassigned	39	1,462,243	(46,000)	1,416,243
<b>Total Ending Fund Balance - June 30,</b>	40	9,529,115	(46,000)	9,483,115

Date original budget adopted:  
03/08/16

Date(s) current budget was subsequently amended:  
10/04/16

The below-signed certify that proof of publication of the hearing notice and proposed amendment is on file for each official County newspaper, that all public hearing notices were published not less than 10, nor more than 20 days prior to the public hearing, and that adopted expenditures do not exceed published amounts for any of the 10 individual expenditure classes, or in total.

Board Chairperson (signature)

County Auditor (signature)

RESOLUTION NO. \_\_\_\_\_

APPROPRIATION RESOLUTION

WHEREAS, it is desired to make appropriations for each of the different officers and departments for the fiscal year 2016-2017 in accordance with Section 331.434, subsection 6, of the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF SUPERVISORS OF JASPER COUNTY, IOWA

Section 1. Amounts authorized for the fiscal 2016-17 budget adopted March 8, 2016, are hereby appropriated to the departments or offices as itemized in the attached schedule, pursuant to the Code of Iowa, Section 331.434, subsection 6.

Section 2. Subject to the provisions of other county procedures and regulations, and applicable state law, the appropriations authorized under Section 1 shall constitute authorization for the department or officer listed to make expenditures or incur obligations from the itemized fund, effective July 1, 2016.

Section 3. In accordance with Section 331.437, Code of Iowa, no department or officer shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money for any purpose in excess of the amounts appropriated pursuant to this resolution.

Section 4. If at any time during the 2016-17 budget year the Auditor shall ascertain that the available resources of a fund for that year will be less than said fund's total appropriations, the Auditor shall immediately so inform the Board and recommend appropriate corrective action.

Section 5. The Auditor shall establish separate accounts for the appropriations authorized in Section 1, each of which account shall indicate the amount of the appropriation, the amounts charged thereto, and unencumbered balance. The Auditor shall report the status of such accounts to the applicable departments and officers monthly during the 2016-17 budget year.

Section 6. All appropriations authorized pursuant to this resolution lapse at the close of business June 30, 2017.

ATTACHMENT

01-Board of Supervisors	\$	-
02-Auditor	\$	-
03-Treasurer	\$	-
04-Attorney	\$	-
05-Sheriff	\$	-
07-Recorder	\$	-
14-Attorney's Forfeiture	\$	-
15-Sheriff's Forfeiture	\$	-
20-Engineer	\$	-
21-Veterans Affairs	\$	-
22-Conservation	\$	882,549
23-Board of Health	\$	-
25-Dept of Human Services	\$	-
31-District Court	\$	-
33-County Library	\$	-
38-Elderly Nutrition	\$	-
50-Human resources	\$	-
51-Maintenance	\$	46,000
52-Information Systems	\$	-
53-Planning & Zoning	\$	-
54-Economic Development	\$	-
55-Geographic Info Systems	\$	-
59-Community Services	\$	-
60-Mental Health	\$	-
99-Nondepartmental	\$	-
Grand Total	\$	928,549

Resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Denny Stevenson, Chairman

Attest: \_\_\_\_\_  
Dennis Parrott, Auditor



Terry E. Branstad *Governor of Iowa*  
Kim Reynolds *Lieutenant Governor*  
Stephen Larson *Administrator ABD*

September 7, 2016

Dear I-PLEDGE Partner,

The Iowa Alcoholic Beverages Division (ABD) invites your department to participate in the **I-PLEDGE** program for fiscal year 2017 (July 1, 2016 – June 30, 2017). The benefit of a partnership between ABD and law enforcement agencies is evidenced by the **91%** statewide compliance rate obtained by tobacco retailers in FY2016.

In order to be an **I-PLEDGE** partner in fiscal year 2017, you must sign and return the enclosed 28E Agreement. After reviewing the agreement and verifying the contact information for your department, please sign the agreement with a witness on the last page and return it in the self-addressed envelope provided. A copy of the executed agreement will be returned to your office.

It is important to remember that ABD is required to conduct **one (1) compliance check** of each tobacco, alternative nicotine and vapor product retailer during FY2017, **with a repeat check of any business that fails the first compliance check**. Section 5.1.2 of the 28E Agreement details the dates by which compliance checks need to be performed.

Keep in mind that alternative nicotine and vapor products are age-restricted according to Iowa Code § 453A.2, and therefore included as part of the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products. Details and examples of these age-restricted products will be included in the enforcement handbook.

The necessary materials to carry out the agreement will be sent to the contact person specified in Section 13.10 of the 28E Agreement. In the meantime, contact Investigator Bill Missman at 515.314.3654 or myself at 515.281.7434, with questions regarding the enclosed agreement. If you prefer, you may also email [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com).

Sincerely,

Jessica Ekman  
Tobacco Program Coordinator

**28E AGREEMENT FOR  
TOBACCO, ALTERNATIVE NICOTINE AND  
VAPOR PRODUCT ENFORCEMENT**

**SCHEDULE 2**

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the Iowa Alcoholic Beverages Division (“ABD”), and the Jasper County Sheriff (The “Department”). The parties agree as follows:

**SECTION 1. IDENTITY OF THE PARTIES.**

**1.1 Iowa ABD.** The ABD is authorized pursuant to Iowa Code Chapter 142A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa’s tobacco, alternative nicotine and vapor product laws. The ABD’s address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

**1.2 Department.** The Department operates a duly recognized Iowa law enforcement agency. The Department’s address is:

**Jasper County Sheriff**  
2300 Law Center Dr, Newton, Iowa 50208

**SECTION 2. PURPOSE.** The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

**SECTION 3. TERM.** The term of the Agreement shall be from the aforementioned date through June 30, 2017, unless earlier terminated in accordance with the terms of the Agreement.

**SECTION 4. FILING.** Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

**SECTION 5. RESPONSIBILITIES OF THE PARTIES.**

**5.1 Responsibilities of the Department.**

**5.1.1 Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.** The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

**5.1.2 Compliance Checks.** "Compliance checks" mean activity to enforce Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may include enforcement of § 453A.2 within additional jurisdictions upon agreement

of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

**The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.**

**The Department shall not begin to conduct any retailer compliance checks until October 1, 2016.**

The compliance check shall be completed and submitted for reimbursement to ABD by **January 15, 2017**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2016 business year, but not before October 1, 2016.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **April 15, 2017**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **January 15, 2017**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

- 5.1.3 Youth Volunteers.** Utilization of youth volunteers is strongly encouraged where feasible. The Department may compensate the youth involved in the compliance checks in a manner consistent with Section 6. Keep in mind that the federal government (SYNAR) **will not allow minors under the age of sixteen (16)** to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with a youth younger than age 16.

- 5.1.4 Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce youth tobacco, alternative nicotine and vapor product laws by ticketing youth offenders.
- 5.1.5 Civil Proceedings.** The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and minors. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.
- 5.1.6 Compliance Reports.** The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.
- 5.1.7 Miscellaneous.** The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

**5.2 Responsibilities of the ABD.**

- 5.2.1 Enforcement Guidance.** The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.
- 5.2.4 Payment.** The ABD shall pay the Department in the manner described in Section 6.
- 5.2.5 Cooperation.** If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.
- 5.2.6 Insurance, Benefits and Compensation.** The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability

whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

**SECTION 6. PAYMENT TO DEPARTMENT.**

**6.1 Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of youth participants is the sole responsibility of the Department and is to be paid from the flat fee payment.

**6.2 Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2016** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.

**6.3 Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:

**6.3.1 Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of youth participants. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.

**6.3.2 Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

**SECTION 7. ADMINISTRATION OF AGREEMENT.** The ABD and the Department shall jointly administer the Agreement.

**SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY.** No new or separate legal or administrative entity is created by the Agreement.

**SECTION 9. NO PROPERTY ACQUIRED.** The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.



## SECTION 10. TERMINATION.

- 10.1 Termination For Convenience.** Following thirty (30) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.
- 10.2 Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:
- 10.2.1** Failure to observe and perform any covenant, condition or obligation created by the Agreement;
  - 10.2.2** Failure to make substantial and timely progress toward performance of the Agreement;
  - 10.2.3** Failure of the party's work product and services to conform with any specifications noted herein;
  - 10.2.4** Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.
- 10.3 Notice of Default.** If there occurs a default event under Section 10.2, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
- 10.3.1** Immediately terminate the Agreement without additional written notice; or,
  - 10.3.2** Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

## SECTION 11. INDEMNIFICATION.

- 11.1 By ABD.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless

against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

- 11.2 **By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

## **SECTION 12. CONTACT PERSON.**

- 12.1 **Contact Person.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

## **SECTION 13. CONTRACT ADMINISTRATION.**

- 13.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 13.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.
- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

- 13.7 Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD:

Jessica Ekman  
Tobacco Program Coordinator  
Iowa Alcoholic Beverages Division  
1918 SE Hulsizer Road  
Ankeny, Iowa 50021  
515-281-7434  
Email: ekman@IowaABD.com

If to Department:

Sheriff John Halferty  
Jasper County Sheriff  
2300 Law Center Dr  
Newton, Iowa 50208  
Email:

- 13.11 Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of

them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.

**13.12 Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.

**13.13 Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.

**13.14 Authorization.** Each party to the Agreement represents and warrants to the other that:

**13.14.1** It has the right, power and authority to enter into and perform its obligations under the Agreement.

**13.14.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

**13.15 Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

**13.16 Record Retention and Access.** The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

**13.17 Additional Provisions.** The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

**13.18 Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

**SECTION 14. EXECUTION.**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

**By Alcoholic Beverages Division**

\_\_\_\_\_  
**Stephen Larson, Administrator**

\_\_\_\_\_  
**Date**

**By Law Enforcement Agency**

\_\_\_\_\_  
**Department Official**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Department Witness**

\_\_\_\_\_  
**Date**

## **Proposed Schedule – Pending Board Approval**

### **2017 HOLIDAYS – Observed Dates**

**NEW YEAR'S DAY – JANUARY 2, 2017 (Monday)**

**PRESIDENT'S DAY – FEBRUARY 20, 2017 (Monday)**

**MEMORIAL DAY – MAY 29, 2017 (Monday)**

**INDEPENDENCE DAY – JULY 4, 2017 (Tuesday)**

**LABOR DAY SEPTEMBER 4, 2017 (Monday)**

**VETERANS DAY – NOVEMBER 10, 2017 (Friday)**

**THANKSGIVING HOLIDAY–NOVEMBER 23 & 24, 2017 (Thursday & Friday)**

**CHRISTMAS HOLIDAY – DECEMBER 25 & 26, 2017 (Monday & Tuesday)**

### **Special notation:**

The Jasper County Attorney's office will observe Martin Luther King Day on Monday Jan. 16, 2017 and not President's Day to coincide with the court's holiday schedule.



## Master Services Agreement

**THIS Master Services Agreement (“Agreement”)** is agreed to by and between CivicPlus, Inc., d/b/a CivicPlus (“CivicPlus”) and Jasper County, Iowa (“Client”) (jointly, “Parties”) and shall be effective as of the later date of signing indicated at the end of this Agreement (“Effective Date”).

### RECITALS

**WHEREAS**, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

**WHEREAS**, Client wishes to engage in a relationship with CivicPlus for such services and/or license for use of proprietary software developed and owned by CivicPlus;

**WHEREAS**, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

**NOW, THEREFORE**, Client and CivicPlus agree as follows:

### Term & Termination

1. The term of this agreement shall be the later of 3 years from the Effective Date or the termination or expiration of any associated Statement of Work (“SOW”).
2. Either Party may terminate this Agreement or any associated SOW at the end of the Agreement term by providing the other Party with 60 days’ written notice prior to the contract renewal date.
3. Unless terminated by either Party pursuant to Section 2, this Agreement will renew another 1-year term.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, any outstanding invoices for Project Development shall become due in full and any outstanding Annual Services shall be prorated from the beginning of the renewal term to the date of termination.

### Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the Statement(s) of Work in consideration of the fees described in the same Statement(s) of Work. Multiple and successive Statement(s) of Work may be entered into hereto. Such Statement(s) of Work are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 22.

### Invoicing & Payment Terms

6. Invoices shall be sent electronically in the manner described in the relevant Statement of Work. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
7. Payment shall be due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
8. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.

### Ownership & Content Responsibility

9. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the Customer Content (defined as any website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement).
10. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
11. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any project.

### Intellectual Property & Ownership

12. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus.
13. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

### Indemnification

14. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.

### Liabilities

15. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
16. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
17. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
18. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
19. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

### Force Majeure

20. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

### Taxes

21. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.





# Master Services Agreement for Jasper County, IA

## Other Documents

- 22. The following are to be attached to and made part of this Contract:
  - a. Exhibit A - Statement(s) of Work.
- 23. In the case of any conflict between the terms of this Agreement and any incorporated documents, such conflicts shall be resolved with the incorporated documents taking the following order of precedence:
  - a. This Master Services Agreement;
  - b. Exhibit A - Statement(s) of Work in descending order of execution (for example, the most recent SOW will control over other in the event of a conflict in terms).

## Interlocal Purchasing Consent

24. This Agreement and any attached SOWs may be extended to any public entity in the State of Iowa to purchase at SOW prices in accordance with the terms stated herein.

## Miscellaneous Provisions

- 25. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 26. No amendment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.

## Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
CivicPlus

\_\_\_\_\_  
Date

**Sign and E-mail the entire contract with exhibits to:**  
[Contracts@CivicPlus.com](mailto:Contracts@CivicPlus.com)

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

**CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:**

CivicPlus Contract Manager  
302 S. 4<sup>th</sup> Street, Suite 500  
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

**Attest:** \_\_\_\_\_  
**Dennis Parrott, Auditor**

## RESOLUTION \_\_\_\_\_

### To Support the North Gateway Corridor Enhancement Project

The Jasper County Board of Supervisors lends its full support to the Colfax Park and Recreation Auxiliary Board in their efforts to apply for and complete the Iowa Living Roadways Project Program grant. The project to sow native wildflowers and plant trees in the right of way area adjacent to Highway 117 at the entrance of the new park in Colfax, Iowa is a great idea.

Therefore, The Jasper County Board of Supervisors support and accept the contract for the North Gateway Corridor Enhancement Project.

Effective this \_\_\_\_\_ date of \_\_\_\_\_, 2016

\_\_\_\_\_

Dennis Stevenson, Chairman

Jasper County Board of Supervisors

Attest: \_\_\_\_\_

Dennis K. Parrott, Auditor

IOWA DEPARTMENT OF TRANSPORTATION  
Federal-Aid Agreement for funding for a  
Transportation Alternatives Program (TAP) Project  
Through Iowa's Living Roadways (ILR) Projects Program

Project Number: TAP-R-TREE(119)—8T-00 (Agreement Number: 50-01-15)  
CFDA No. and Title: 20.205 Highway Planning and Construction

This agreement is made and entered into by and among Jasper County, hereinafter called the Recipient; Trees Forever, an Iowa non-profit organization, hereinafter called Trees Forever; and the Iowa Department of Transportation, hereinafter called the Department. The ILR Projects Program is a statewide program open to Iowa counties and communities with a population of less than 10,000. The ILR Projects Program funds landscape installations that provide ecological or environmental benefits along road and trail rights-of-way. Trees Forever has entered into a separate ILR Projects Program agreement with the Department entitled "Statement of Responsibilities Between Trees Forever, an Iowa non-profit organization, And the Iowa Department of Transportation For the Iowa's Living Roadways (ILR) Projects Program," dated November 3, 2014, to administer the program.

For the purposes of this agreement, Trees Forever serves as an Administrative Sponsor, responsible for design and development of such program criteria and other administrative duties. Trees Forever administers a grant application program providing community sub-awards to eligible local public agency sponsors, referred to as Recipients, to carry out projects subject to further terms and conditions set forth in detail below. Individual ILR Projects Program Recipients are subject to the terms and conditions of an agreement executed upon their selection for participation in the program.

The Recipient has been selected to receive funding through the ILR Projects Program administered by Trees Forever for the project described in *Attachment B, Approved Application and Summary*, attached hereto. In consideration of the foregoing and the mutual promises contained in the agreement, the parties agree as follows:

**I. Recipient will:**

- a. Complete the project as described in *Attachment B* within three planting seasons of notification of award or by December 31, 2018, whichever occurs first. If the Recipient does not do this, they will be in default for which the Department can revoke funding commitments. This agreement may be extended for up to six months upon receipt of a written request from the Recipient at least thirty (30) days prior to the deadline.
- b. Ensure that notification of Federal Highway Administration (FHWA) authorization and a Notice to Proceed has been received from Trees

Forever before incurring any costs for which reimbursement will be requested.

- c. Design the project as conceived within *Attachment B*.
- d. Provide Trees Forever with cultural and environmental documentation necessary to satisfy FHWA requirements associated with compliance with the National Environmental Policy Act (NEPA).
- e. Request prior approval from Trees Forever and the Department for any changes to the physical scope of the project from that conceived in *Attachment B*.
- f. Obtain all permits and approvals necessary from any local, state, or federal agency and provide copies to Trees Forever.
- g. Procure goods and services to complete the project according to the guidance and procedures provided by Trees Forever including the solicitation of quotes and selection of the lowest responsible and responsive quoter for award.
- h. Designate a full-time employee as the Person in Responsible Charge of the project. The Mayor or City Clerk will serve if a city has no full-time employees.
- i. Submit the Planting Report, Matching Dollars Reporting, Expenditure, and Certificate of Completion forms to Trees Forever upon completion of the project.
- j. Submit a request for reimbursement of eligible project costs to Trees Forever.
- k. Maintain the completed project according to paragraph 7.C. of *Attachment A*.

**II. Trees Forever will:**

- a. Submit a request for FHWA authorization to the Department (including a detailed Scope of Work and Budget) before any costs are incurred by Trees Forever or the Recipients and provide a Notice to Proceed to the Recipients after FHWA authorization has been obtained.
- b. Assist Recipients with project planning and design to the extent necessary to ensure projects meet program requirements.
- c. Coordinate the Recipients' submission of cultural and environmental documentation to the Department in order to satisfy FHWA requirements

associated with compliance with the National Environmental Policy Act (NEPA).

- d. Ensure that Recipients apply for and receive any permits required by any local, state, or federal agency and retain such permits in the project file.
- e. Assist the Recipient with procurement of goods and services according to the procedures provided by the Department.
- f. Receive Planting Report, Matching Dollars Reporting, Expenditure, and Certificate of Completion forms from the Recipients upon completion of the project.
- g. Inspect Recipient project construction and verify that the project was completed according to the approved application and confirm all costs claimed by the Recipient for reimbursement are eligible for reimbursement according to program requirements.
- h. Provide documentation certifying the completion of each Recipient project to the Department.
- i. Reimburse Recipients for project construction costs according to Section IV.d. of this agreement.
- j. Monitor completed Recipient projects and ensure that they are maintained according to the agreed upon schedule.
- k. Retain all project records on behalf of the Recipient for a minimum of three years from the date of FHWA approval of the final closure document and allow Department and FHWA inspection of the same upon request.

**III. Iowa Department of Transportation will:**

- a. Request FHWA authorization for the project upon receipt of necessary documentation from Trees Forever.
- b. Receive the submittal of cultural and environmental documentation from Trees Forever and review the same for compliance with FHWA requirements with the National Environmental Policy Act (NEPA).
- c. Reimburse Trees Forever for eligible costs associated with Recipient project costs and costs incurred by Trees Forever for preliminary engineering, construction engineering, and administrative costs according to an approved Scope of Work and Budget.

- d. Receive documentation from Trees Forever that each Recipient project has been completed according to the approved application and agreed upon procedures.

**IV. It is mutually understood and agreed that:**

- a. All projects will follow the procedures outlined in *Attachment A, General Agreement Provisions for use of Transportation Alternatives Program (TAP) Funds for the Iowa's Living Roadway (ILR) Projects Program*, which is attached hereto and by this reference is incorporated into this agreement.
- b. Trees Forever has entered into a separate ILR Projects Program agreement with the Department entitled "Statement of Responsibilities Between Trees Forever, an Iowa non-profit organization, And the Iowa Department of Transportation For the Iowa's Living Roadways (ILR) Projects Program," dated November 3, 2014, to administer the program, the terms of which are incorporated herein by reference.
- c. The funding provided by the Department to Trees Forever is Transportation Alternatives Program (TAP) funding, which was established by the Moving Ahead for Progress in the 21st Century (MAP-21), Public Law 112-141, and codified at Sections 213 and 101(a)(29) of Title 23, United States Code (U.S.C.); which are hereinafter referred to as TAP funds. The Department will provide this funding on a reimbursable basis to Trees Forever for authorized and approved eligible project costs. Eligible project activities will be as described in Section 213 and 101(a)(29) of Title 23, United States Code (U.S.C.) and determined by the Department to be eligible.
- d. Pursuant to the terms of the agreement, Trees Forever agrees to provide funding for the purchase and establishment of plant materials as described in *Attachment B* for eligible costs incurred in implementing this agreement to a maximum amount of either 80 percent of eligible costs (other than those reimbursed with other Federal funds) or \$14,762.84, whichever is less. Eligible project costs in excess of the amount reimbursed above will be considered the local contribution and may include cash or non-cash contributions. The local contribution must equal a minimum of 20 percent of eligible project costs. Trees Forever shall certify to the Department the value of any non-cash contribution to the project prior to it being incurred. The Department retains the sole authority to determine the eligibility and value of the non-cash contribution for the purposes of this agreement. If the total cash and non-cash contribution is determined by the Department to be less than that required by this agreement, the Recipient shall increase its cash contribution or the grant amount associated with this project shall be reduced accordingly.

- e. The Recipient must have completed the project as described in Section I.a. above. If the Recipient does not do this, they will be in default for which the Department can revoke funding commitments. This agreement may be extended for up to six months upon receipt of a written request from the Recipient at least thirty (30) days prior to the deadline.
- f. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person shall be Deb Coles, Office of Systems Planning, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1055. Trees Forever's contact person shall be Leslie Berckes, Program Manager, 770 7th Avenue, Marion, Iowa 52302, 515-681-2295. The Recipients contact person shall be **Dennis Parrott, County Auditor, Jasper County, 101 1<sup>st</sup> Street N. Room 202, Newton, Iowa 50208, 641-792-7016.**
- g. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Trees Forever with written notice of termination pursuant to this section.
- h. If the Recipient fails to perform any obligation under this agreement, the Department shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify the Department no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. The Department may thereafter determine whether the default has, in fact, been cured, or whether the Recipient remains in default. In the event a default is not cured the Department may revoke funding commitments or seek repayment of funds loaned or granted by this agreement. By signing this

agreement the Recipient agrees to repay said funding to the Department if they are found to be in default.

- i. The Recipient shall take the necessary actions to comply with all applicable State and Federal laws and regulations.
- j. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, Trees Forever and the Recipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, Trees Forever and the Recipients shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. Trees Forever and the Recipient agree to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements which includes the requirement to provide a copy of the Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- k. Trees Forever and the Recipients shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws. When pedestrian facilities are constructed, reconstructed, or altered by the Recipients, Trees Forever shall ensure such facilities are compliant with the ADA and Section 504.
- l. To the extent allowable by law, Trees Forever and the Recipient agree to indemnify, defend, and hold the Department harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of Trees Forever's and the Department's application review and approval process, plan and construction reviews, and funding participation.
- m. This agreement is not assignable without the prior written consent of the Department.
- n. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
- o. It is the intent of both parties that no third party beneficiaries be created by this agreement.



- p. This agreement shall be executed and delivered in three or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.
- q. This agreement, the attached exhibits, as well as the agreements incorporated by reference, constitute the entire agreement between the Recipient, Trees Forever, and the Department concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Recipient, Trees Forever, and the Department.

**IN WITNESS THEREOF**, the parties hereto have signed their names below and have caused this agreement to be executed by their proper officers and representatives as of the date shown opposite its signature below:

**RECIPIENT: JASPER COUNTY**  
**101 1<sup>st</sup> Street N., Room 202, Newton, Iowa 50208**

This agreement was approved by official action of the Jasper County Board of Supervisors in official session on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Chair, Board of Supervisors

**TREES FOREVER**

770 7<sup>th</sup> Avenue, Marion, Iowa 52302

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Representative Signature)

Title: Director of Finance and Operations  
(Representative Title)

**CERTIFICATION:**

I, Carole Teator, certify that I am Director of Programs,  
(Name of Witness to Signature) (Title of Witness to Signature)

and that Nancy Duncan, who signed said Agreement for  
(Representative who signed above)

and on behalf of Trees Forever is authorized to sign the same.  
(Name of Organization)

Signed: \_\_\_\_\_  
(Witness to Signature)

**IOWA DEPARTMENT OF TRANSPORTATION**

Planning, Programming and Modal Division

800 Lincoln Way, Ames, Iowa 50010

By: \_\_\_\_\_ Date: \_\_\_\_\_

Craig Markley  
Director, Office of Systems Planning

## **ATTACHMENT A**

### **General Agreement Provisions for use of Transportation Alternatives Program (TAP) Funds for the Iowa's Living Roadway (ILR) Projects Program**

Unless otherwise specified, Trees Forever (hereinafter referred to as Administrative Sponsor) and the Recipient shall be responsible for the following:

**1. Programming and Federal Authorization.**

Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall ensure that the Administrative Sponsor has received notification from the Department that FHWA authorization has been received. The Administrative Sponsor shall submit a written request for FHWA authorization to the Department which includes a detailed Scope of Work and Budget. After reviewing the Administrative Sponsor's request, the Department will forward the request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Administrative Sponsor when FHWA authorization is obtained. The Administrative Sponsor will provide the Recipient with a Notice to Proceed when FHWA authorization has been obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with Federal funds.

**2. Community Project Selection and Agreement**

- a. The Administrative Sponsor will solicit project applications from Iowa communities within the restrictions provided by the ILR Projects Program Steering Committee which includes representation by the Department. The Administrative Sponsor will select acceptable applications for consideration with a selection committee and in consultation with the Department. Subsequent solicitations for applications may be held in order to commit all Federal funds allocated for the ILR Projects Program project.
- b. The Administrative Sponsor will develop agreements with the selected communities (Recipients) to ensure each Recipient complies with all ILR Projects Program and Federal requirements in the execution of the project. The agreement will be forwarded to the Department. The Department will request FHWA authorization for Recipient costs prior to the Department execution of the agreement.

**3. Design**

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E) with assistance from the Administrative Sponsor. The project shall be designed in accordance with the design guidelines provided or referenced by the Department, as applicable, as well as the approved project application.
- b. If Preliminary Engineering (PE) work is federally funded, and if right-of-way acquisition or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal year in which the Federal funds were authorized, the Administrative Sponsor shall repay to the Department the amount of Federal funds reimbursed to the Administrative Sponsor for such PE

work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include planning or other activities that are not intended to lead to a construction project. Examples include planning, conceptual, or feasibility studies.

**4. Environmental Requirements and other Agreements or Permits.**

- a. With the assistance of the Administrative Sponsor, the Recipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Administrative Sponsor shall submit such documentation to the Department on the Recipient's behalf as is necessary to complete said review and approval. The Recipient shall complete any mitigation agreed upon in the FHWA approval document. Any changes to the physical scope of the project must be provided to the Department prior to disturbance of the ground for re-evaluation of approval.
- b. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall provide copies of all permit documentation to the Administrative Sponsor prior to receiving authorization for agreement work to begin. The Administrative Sponsor shall retain said permit documentation in its files.
- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad and provide them to the Administrative Sponsor. Consultation with the Department is required.

**5. Contract Procurement and Construction.**

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa, if such certification is required by the Code of Iowa.
- b. With the assistance of the Administrative Sponsor, the Recipient will procure goods and services following the procedures prescribed by the Department. This procedure will include the requirement to solicit quotes as warranted, to review and tabulate quotes received, to select the lowest responsible and responsive quoter for award, and to consult with the Administrative Sponsor and the Department as directed.
- c. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Administrative Sponsor and the Department.

**6. Reimbursements.**

- a. After completion of the project, the Recipient shall submit the following to the Administrative Sponsor:
  - i. Planting Report. List all plant materials planted, native/non-native status, and maintenance period in consultation with the Administrative Sponsor.
  - ii. Matching Dollars Reporting Form. List all donations of time, materials, or services from non-Recipient sources. Recipient employees cannot be a source of volunteer labor unless the employee is donating labor when he or she is in non-paid status outside of working hours. Allowable wage rates for volunteers are based on the average hourly earnings of all nonagricultural workers as determined by the Bureau of Labor Statistics. For reference, see Iowa rates at [https://www.independentsector.org/volunteer\\_time](https://www.independentsector.org/volunteer_time).
  - iii. Expenditures Form. This report lists all items requested for reimbursement. No reimbursement will occur prior to verification by the Administrative Sponsor that these items are eligible for reimbursement and meet the requirements of this agreement.
  - iv. Certificate of Completion. By signing this form, the Recipient is certifying that the project is substantially complete in accordance with this agreement.
- b. The Administrative Sponsor reviews the Expenditures Form and confirms that all items listed are eligible for reimbursement.
- c. The Administrative Sponsor visits the project site and certifies that the site was constructed or planted in accordance with this agreement. If so, the Administrative Sponsor signs the Certificate of Completion indicating the same.
- d. The Administrative Sponsor will review the costs submitted by the Recipient and certify that the cost for the trees and plantings were fair and reasonable and all of the in-kind contributions were completed or otherwise provided to the project. The Administrative Sponsor also verifies that all required documentation has been provided by the Recipient and is present in the Administrative Sponsor's files. If so, the Administrative Sponsor signs the Certificate of Completion indicating that the project is complete.
- e. The Administrative Sponsor reimburses the Recipient to a maximum of either 80 percent of eligible costs (other than those reimbursed with other Federal funds) or the dollar amount identified in this agreement, whichever is less.
- f. The Department will reimburse the Administrative Sponsor for properly documented and certified claims for eligible project costs incurred by the Recipient and already reimbursed by the Administrative Sponsor. The

Department may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Administrative Sponsor has been overpaid, the Administrative Sponsor shall reimburse the overpaid amount to the Department. If the Administrative Sponsor is required to reimburse the Department for Recipient costs found by the Department to be ineligible or not properly documented or if reimbursement of costs is declined by the Department after the Administrative Sponsor has reimbursed the Recipient, the Recipient shall reimburse the Administrative Sponsor accordingly. After the final audit or review is complete and after the Administrative Sponsor has provided all required paperwork, the Department will release the Federal funds withheld.

- g. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
  - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
  - ii. Refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the Recipient.

**7. Project Close-out.**

- a. Full execution of the Certificate of Completion by the Recipient and the Administrative Sponsor signifies that the project is complete in accordance with this agreement.
- b. The Administrative Sponsor shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project on behalf of the Recipient. The Administrative Sponsor shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the Administrative Sponsor if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of

FHWA approval of the final closure document, the Department will notify the Administrative Sponsor of the record retention date.

- c. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Administrative Sponsor, Department and the FHWA for a minimum of ten (10) years from the date of substantial completion. The Administrative Sponsor or Department may periodically verify the maintenance of the improvement through random inspections.

# Project Application

Please read the entire project application before completing. Your completed project application will include five parts: (1) the project application cover sheet, (2) project description addressing items A-E, (3) the detailed species form, (4) the itemized budget form, and (5) letters of support as detailed on page 2.

Your completed application must be emailed or postmarked by the application due date. If you have questions regarding this application or project requirements, please contact Leslie Berckes, Program Manager, at 515-681-2295 or lberckes@treesforever.org.

Applicant Community Colfax, IA County Jasper

What is the population of your community? 2,100

Applicant Organization, if applicable Colfax Park and Recreation Auxiliary Board, Inc.

Please briefly describe the project site (i.e. address, intersection, roadway, etc.)  
The site is located on the north edge of Colfax on the east side of Hwy 117 and the east bound on-ramp for Interstate 80 just outside the entrance to the new city park

Briefly describe your project, its location, etc. in 100 words or less:

This is an entryway beautification project which will be done in the right-of-way area just north of Kum & Go and east of Hwy 117. We will be grading the east bank of the ditch between Hwy 117 and the DOT gravel road as well as the ditch between the gravel road and the fence line of the new Colfax city park. We will be seeding native Iowa wildflowers and grasses in both ditches and also planting native Iowa trees in the area between the gravel road and the park fence line.

Does your project include (check all that apply)  Trees  Shrubs  Flowers  Grasses

## Project Committee

Primary Contact Person: Doug Garrett Occupation: Sales & Marketing

Address: 15 N. Maple Street

(Please check one:  Home  Work)

City: Colfax State: IA Zip Code: 50054 E-mail: ddg429@aol.com

Phone: Home: 515-674-3410 Work: \_\_\_\_\_ Cell: 515-250-8857

Local Government Agency Contact: Dennis Parrott Occupation/Title: Jasper County Auditor

Address: 101 1st Street N. Room 202

(Please check one:  Home  Work)

City: Newton State: IA Zip Code: 50208 E-mail: auditor@co.jasper.ia.us

Phone: Home: \_\_\_\_\_ Work: 641-792-7016 Cell: \_\_\_\_\_

Committee Member: Jeff Davidson Occupation: Keep Iowa Beautiful Community Coach

Address: 21 Brookfield Drive

(Please check one:  Home  Work)

City: Iowa City State: IA Zip Code: 52245 E-mail: jeff.davidson.2013@gmail.com

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: 319-541-7048

Committee Member: Bob Rhone Occupation: Colfax City Works Director

Address: 19 E. Howard

(Please check one:  Home  Work)

City: Colfax State: IA Zip Code: 50054 E-mail: Rrhone7@aol.com

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: 515-971-7084

Committee Member: Karen Russell Occupation: Retired

Address: 8348 Hwy F-48W

(Please check one:  Home  Work)

City: Colfax State: IA Zip Code: 50054 E-mail: kk193@aol.com

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: 515-991-2535

## Funding Request

Total Estimated Project Cost (Items A plus B from budget form) \$ 15,558.20

Amount of federal funds you are requesting (item A from budget form): \$ 6,948.36



# Thank You for Applying

To make sure that your grant is complete please review the following list. Did you include:

- Completed Project Application Cover Sheet
- A full Project Description including details of the project, maintenance plan, and timeline
- Completed Budget
- Be sure to review the Reimbursable Items chart. Are the items you are requesting funding for eligible for reimbursement or as matching items?
- Completed Species List
- If applying for wildflowers or grasses, is 100% of the request native to Iowa? Visit [www.iowadot.gov/lrtf/](http://www.iowadot.gov/lrtf/) for a full list of native Iowa vegetation.
- If applying for trees and shrubs, is at least 50% of the request native to Iowa? Visit [www.iowadot.gov/lrtf/](http://www.iowadot.gov/lrtf/) for a full list of native Iowa vegetation.
- Detailed and legible Site Plan and Aerial Map including location of plant materials and location of site in relation to the community or transportation corridors
- Letters of support
- Local Government Agency Official Resolution

## Statement of Assurances and Agreement

To the best of my knowledge and belief, the information in this application is true and correct and the document has been duly authorized by the government agency with full understanding of the program requirements.

Shirley Smith 5-14-15  
Committee lead/contact person date

Wesley County Board of Supervisors Auditor May 15, 2015  
Government agency and name and title of person date



## Project Description Colfax, Iowa Highway 117 Entranceway Beautification

A. The Colfax Parks and Recreation Auxiliary Board proposes a project consisting of establishing approximately 1.5 acres of prairie on right-of-way at the north entranceway to Colfax along State Highway 117. The project will provide aesthetic enhancement to the Highway 117 corridor and I-80 Interchange 155, and a north gateway feature between I-80 and historic downtown Colfax. It will also provide an entranceway enhancement to the 480 acre quarry park currently in development by the City of Colfax east of Highway 117 along I-80.

The development of this project is the culmination of an extensive planning process that commenced in 1999 with the completion of an Iowa's Living Roadways Community Visioning process. The goals of that process were to improve entranceways and enhance travelers first impressions, and assist communities in expressing their cultural and natural heritage. The conclusion of Colfax's process was to focus on the Highway 117 corridor between I-80 and downtown Colfax. Establishment of a historical museum site and enhancement of Mineral Springs Park were identified as goals and have been accomplished in the intervening years. Landscaping of the Highway 117 north entranceway corridor remains to be accomplished.

In 2010 Colfax participated in USDA "Greening Your District" training. Two workshops were held in Colfax, and three concepts developed, including the *North Gateway Plan*. It was observed that the Highway 117 corridor between I-80 and downtown Colfax did not present a positive image. What was proposed was development of the *North Prairie Gateway*. This would consist of converting property to native prairie landscape along the gateway corridor. It was specifically called out that the quarry site be incorporated into this feature.

Many benefits to the *North Prairie Gateway* were highlighted in the 2010 process. These included reducing runoff, filtering of pollutants, stabilizing soil, reducing maintenance compared to turf landscapes, wildlife habitat, and aesthetic benefits throughout the year. It was stated that the project should be coordinated with improvement to downtown buildings, and this is underway in significant fashion. \$2 million in improvements to downtown Colfax buildings have occurred to date through the Main Street Program.

B. The Colfax Parks and Recreation Auxiliary Board will be in charge of prairie installation and ongoing maintenance. This will be coordinated with the City of Colfax. Bob Rhone, Director of Public Works for the City of Colfax, has extensive experience in establishing and maintaining prairie habitats and will advise the Parks and Recreation Auxiliary Board on appropriate maintenance practices. Bob Rhone's phone number is (515) 971-7084. Signage will be erected identifying the prairie features, and it will be used for educational instruction in conjunction with the establishment of the adjacent quarry park.

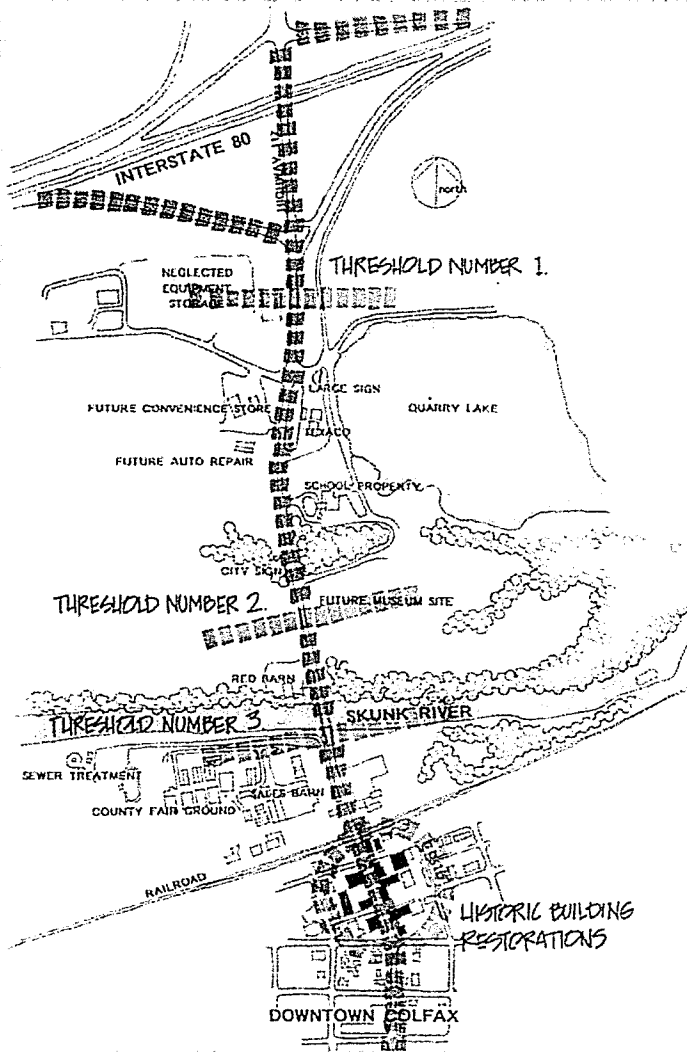
C. If grant funds are approved, the timeline for installation of the prairie is as follows:

1. Obtain Iowa DOT permits: January 2016
2. Purchase seed and trees: March 2016
3. Site preparation: March 2016
4. Plant project area: April-May 2016

If funding is approved in a timely enough manner, it is preferred to accelerate this timeline and construct the project in September-November 2015.

D. The project site has been road right-of-way for at least 100 years. Historic maps from the 1800's show State Highway 117 on its existing alignment. I-80 was constructed in the early 1960's and grading would have been completed for the adjacent eastbound interchange ramps at that time. The quarry site directly adjacent to the east which is now under public ownership was a privately operated sand and gravel extraction operation dating to the 1950's. A portion of the site has been rented for agricultural use.

E. Site plan and aerial photo information is attached.



CONCEPT PLAN FOR COLFAX

Colfax Community Visioning representatives, having evaluated their study results, chose to focus their time and resources to enrich the visual and cultural corridor of Highway 117 between I-80 and downtown.

Colfax

Concept



MAY 1999

LANDSCAPE ARCHITECT: CRAIG RITLAND, ASLA

IOWA DEPARTMENT OF TRANSPORTATION ■ TREES FOREVER ■ ISU LANDSCAPE ARCHITECTURE EXTENSION ■  
 ISU EXTENSION TO COMMUNITIES ■ ITC GRAPHICS ■



CL	DESCRIPTION	FUEL TYPE	MI/HR	OPERATION COST	RATE	DEPRECIATION RECEIPTS	RATE	TOTAL RATE	CL
A01	Passenger Vehicles	E85	1,744,842	\$327,502.02	\$0.19	\$259,008.00	\$0.15	\$0.34 /Mi	A01
A01	Passenger Vehicles	GAS	903,925	\$169,925.68	\$0.19	\$62,329.00	\$0.07	\$0.26 /Mi	A01
A01	Passenger Vehicles	HYBRID	137,559	\$21,720.84	\$0.16	\$35,110.00	\$0.26	\$0.41 /Mi	A01
A02	Enforcement Vehicles	E85	2,153,089	\$607,603.64	\$0.28	\$497,364.00	\$0.23	\$0.51 /Mi	A02
A02	Enforcement Vehicles	GAS	155,149	\$37,978.38	\$0.24	\$34,970.00	\$0.23	\$0.47 /Mi	A02
A03	Pickups	E85	4,564,755	\$1,171,743.11	\$0.26	\$591,373.00	\$0.13	\$0.39 /Mi	A03
A03	Pickups	GAS	6,410,626	\$1,557,653.78	\$0.24	\$603,728.00	\$0.09	\$0.34 /Mi	A03
A04	Vans	E85	1,155,099	\$302,545.91	\$0.26	\$217,322.00	\$0.19	\$0.45 /Mi	A04
A04	Vans	GAS	260,512	\$87,335.08	\$0.34	\$29,055.00	\$0.11	\$0.45 /Mi	A04
A05	HD Pickups	DSL	330,220	\$151,476.79	\$0.46	\$16,368.00	\$0.05	\$0.51 /Mi	A05
A05	HD Pickups	E85	470,213	\$145,772.75	\$0.31	\$78,980.00	\$0.17	\$0.48 /Mi	A05
A05	HD Pickups	GAS	397,693	\$149,379.14	\$0.38	\$49,554.00	\$0.12	\$0.50 /Mi	A05
A06	Crew Cabs	E85	365,992	\$120,110.61	\$0.33	\$58,782.00	\$0.16	\$0.49 /Mi	A06
A06	Crew Cabs	GAS	286,067	\$108,628.34	\$0.38	\$21,388.00	\$0.07	\$0.45 /Mi	A06
A07	MD Trucks	DSL	143,629	\$3,117,618.37	\$21.71	\$1,621,886.00	\$11.29	\$33.00 /Hr	A07
A08	LD Trucks	DSL	22,693	\$302,313.11	\$13.32	\$151,992.00	\$6.70	\$20.02 /Hr	A08
A08	LD Trucks	GAS	297	\$9,023.01	\$30.38	\$5,032.00	\$16.94	\$47.32 /Hr	A08
A09	Paint/Nurse Truck	DSL	5,373	\$172,150.09	\$32.04	\$68,458.00	\$12.74	\$44.78 /Hr	A09
A10	LD 4x4 Truck	DSL	358	\$6,075.63	\$16.97	\$2,640.00	\$7.37	\$24.35 /Hr	A10
A11	EHD 6x6 Trucks	DSL	28,942	\$1,054,779.93	\$36.44	\$445,415.00	\$15.39	\$51.83 /Hr	A11
A12	Tandem Trucks	DSL	159,165	\$5,474,205.41	\$34.39	\$2,051,115.00	\$12.89	\$47.28 /Hr	A12
A13	Semi-Tractors	DSL	12,840	\$348,320.47	\$27.13	\$114,365.00	\$8.91	\$36.03 /Hr	A13
A15	Mower, Riding	DSL	831	\$9,314.97	\$11.21	\$0.00	\$0.00	\$11.21 /Hr	A15
A15	Mower, Riding	GAS	1,836	\$22,944.62	\$12.50	\$11,617.00	\$6.33	\$18.82 /Hr	A15
A16	Motor Graders	DSL	10,416	\$315,481.44	\$30.29	\$25,191.00	\$2.42	\$32.71 /Hr	A16
A17	Special Use Veh	DSL	394	\$20,155.18	\$51.16	\$0.00	\$0.00	\$51.16 /Hr	A17
* A18	Core Drill Trucks	DSL	495	\$14,179.40	\$28.65	\$14,494.00	\$29.28	\$57.93 /Hr	* A18
A21	MD Crawlers	DSL	1,226	\$66,041.97	\$53.87	\$5,974.00	\$4.87	\$58.74 /Hr	A21
A22	LD Wheel Tractor	DSL	421	\$13,124.68	\$31.18	\$6,491.00	\$15.42	\$46.59 /Hr	A22
A23	MD Tractors	DSL	5,154	\$85,477.47	\$16.58	\$0.00	\$0.00	\$16.58 /Hr	A23
A24	HD Wheel Tractor	DSL	27,188	\$468,268.83	\$17.22	\$50,414.00	\$1.85	\$19.08 /Hr	A24
* A25	Aerial Boom Truck	DSL	8,706	\$200,243.84	\$23.00	\$37,494.00	\$4.31	\$27.31 /Hr	* A25
A27	Hydraulic Excavator	DSL	1,519	\$34,909.92	\$22.98	\$13,678.00	\$9.00	\$31.99 /Hr	A27
A28	Tracked Excavator	DSL	2,885	\$93,803.34	\$32.51	\$32,318.00	\$11.20	\$43.72 /Hr	A28
A29	Compact Excavator	DSL	824	\$3,433.39	\$4.17	\$9,378.00	\$11.38	\$15.55 /Hr	A29
A30	EHD Tractor	DSL	16,788	\$406,611.72	\$24.22	\$145,654.00	\$8.68	\$32.90 /Hr	A30
* A31	Curb Marker Truck	DSL	3,450	\$77,648.31	\$22.51	\$52,300.00	\$15.16	\$37.67 /Hr	* A31
* A34	Rotary Snow Truck	DSL	296	\$86,104.43	\$290.89	\$39,145.00	\$132.25	\$423.14 /Hr	* A34
* A35	All Terrain Vehicle	GAS	926	\$11,460.06	\$12.38	\$6,361.00	\$6.87	\$19.25 /Hr	* A35
A36	Skid Loader	DSL	3,323	\$54,029.55	\$16.26	\$27,843.00	\$8.38	\$24.64 /Hr	A36
A37	MD Wheel Loader	DSL	22,089	\$326,481.28	\$14.78	\$243,904.00	\$11.04	\$25.82 /Hr	A37
A38	HD Wheel Loader	DSL	17,218	\$312,051.69	\$18.12	\$309,140.00	\$17.95	\$36.08 /Hr	A38
A39	Loadr/Bckho Tractor	DSL	1,526	\$43,800.76	\$28.70	\$7,462.00	\$4.89	\$33.59 /Hr	A39
A51	Pickup Sweepers	DSL	1,241	\$78,893.62	\$63.57	\$40,404.00	\$32.56	\$96.13 /Hr	A51
* A55	LD Vibratory Rollers	DSL	44	\$3,103.43	\$70.53	\$0.00	\$0.00	\$70.53 /Hr	* A55
* A55	LD Vibratory Rollers	GAS	61	\$2,966.54	\$48.63	\$0.00	\$0.00	\$48.63 /Hr	* A55
A58	HD Vibratory Rollers	DSL	405	\$5,644.87	\$13.94	\$3,824.00	\$9.44	\$23.38 /Hr	A58
* A60	Earth Saws	DSL	50	\$11,328.45	\$226.57	\$0.00	\$0.00	\$226.57 /Hr	* A60
* A62	Trencher	DSL	26	\$2,115.87	\$81.38	\$0.00	\$0.00	\$81.38 /Hr	* A62
* A63	Milling Machine	DSL	366	\$55,803.74	\$152.47	\$0.00	\$0.00	\$152.47 /Mi	* A63

\* Requires adjustment for external billing. Call Sue Brekke @ 515-239-1408

\* The operation cost is based on the cost at Ames(Gas/gal - 1.87, E85/gal - 1.80, Dsl/gal - 1.96).

Effective October 2014: Labor additive rate = 71.17% and Overtime additive rate = 29.24%.

\*\*\*Effective September 2014, the following rates should be used for the class A25 trucks\*\*\*

A25A: Aerial Boom Truck at \$125 per hour or \$850 for an 8 hour day

A25B: Bridge Snooper Truck at \$200 per hour or \$1,500 for an 8 hour day

# Proposed Species List

Please list all species alphabetically by common name. Attach additional sheets if necessary.

Common Name	Scientific Name	Size of plant, or lbs. of seed	Quantity	Cost per plant or cost per lb. of seed	Total Cost
Anise Hyssop					
Blackeyed Susan					
Browneyed Susan					
Butterfly Milkweed					
Canada Anemone					
Canada Milkvetch					
Compass Plant					
Cream Gentian					
Dense Blazingstar					
Dotted Mint					
False Aster					
Foxglove Beardtongue					
Golden Alexanders					
Great St. John's Wort					
Hoary Vervain					
Ironweed					
New England Aster					
Ohio Goldenrod					
Oxeye Sunflower					
Pale Purple Coneflower					
Partridge Pea					
Purple Coneflower					
Purple Prairie Clover					
Prairie Alum Root					
Prairie Cinequefoil					

*\*To see examples of successful species lists completed for other towns' applications, go to [www.treesforever.org](http://www.treesforever.org).*

# Proposed Species List

Please list all species alphabetically by common name. Attach additional sheets if necessary.

Common Name	Scientific Name	Size of plant, or lbs. of seed	Quantity	Cost per plant or cost per lb. of seed	Total Cost
Rattlesnake Master					
Showy Goldenrod					
Showy Tick Trefoil					
Smooth Blue Aster					
Stiff Goldenrod					
Sweet Blackeyed Susan					
Tall Coreopsis					
White Prairie Clover					
Wild Bergamont					
Wild Lupine					
Wild Senna					
Yellow Coneflower					
Grasses:					
Big Bluestem					
Indiangrass					
Little Bluestem					
Rough Dropseed					
Virginia Wild Rye					
All of these are part of the					
Grand Meadow/ Mestic Seed Mix		15 lbs/acre	2 acres	\$150/lbs	\$4,500
Trees:					
Swamp White Oak		1-1 1/4" Diameter	50	\$120	\$6,000

\*To see examples of successful species lists completed for other towns' applications, go to [www.treesforever.org](http://www.treesforever.org).

CITY OF COLFAX, IOWA  
Resolution 15-21

**Resolution #15-21**

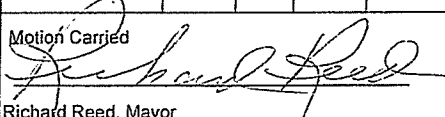
**A RESOLUTION SUPPORTING THE COLFAX PARK AND REC  
SUBMISSION FOR A GRANT**

**DATE:** May 11, 2015

**WHEREAS,** the City Council of the City of Colfax would like to encourage the Colfax Park and Rec Auxiliary Board, Inc in their submission of grants;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax, Iowa, this resolution is approved showing support for the development of the entryway into the new north park development with a grant application to Trees Please.

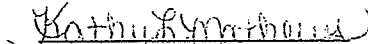
Motion by Jones                      Seconded by Poulter                      to adopt

Council Member	Yea	Nay	Pass	Absent
Poulter	x			
Theis				x
Magg	x			
Gullion	x			
Jones	x			
Motion Carried  Richard Reed, Mayor				

**CERTIFICATE**

I, Kathy Mathews, City Clerk of Colfax, Iowa hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

  
Kathy L. Mathews, City Clerk



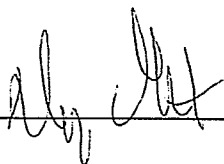
## BOARD RESOLUTION

Colfax Park and Recreation Auxiliary Board, Inc.

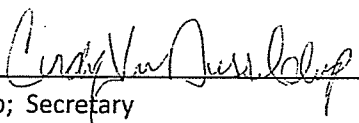
The following resolution was passed by a majority vote of the Board of Directors of the Colfax Park and Recreation Auxiliary Board, Inc. herein after referred to as "the Auxiliary Park Board" on the day of Wednesday May 13, 2015 .

It was resolved that : The Auxiliary Park Board would apply for the 2015 Trees Forever Iowa's Living Roadways grant for an amount up to \$20,000. The Auxiliary Park Board accepts financial responsibility for up to \$4,000 as its share of the 80/20 grant's financial requirement. Board President, Doug Garrett, is hereby authorized to conduct for and on behalf of the Auxiliary Park Board and also be authorized to sign, initial, accept or execute all documents in connection with the transaction. Additionally, the Auxiliary Park Board is requesting that the Jasper County Supervisors support our project with a letter of resolution and act as the financial conduit for receiving funding reimbursement for this grant.

Approved  
Doug Garrett; President

  
\_\_\_\_\_ 5-13-15

CERTIFIED TRUE COPY  
Cindy Newton Van Dusseldorp; Secretary

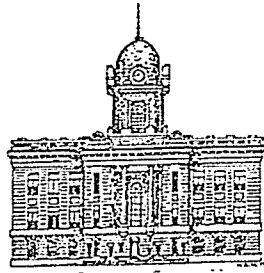
  
\_\_\_\_\_ 5-13-15

# Jasper County, Iowa

Joe Brock

Denny Carpenter

Dennis Stevenson



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

Colfax Park and recreation Auxiliary Board, Inc.

The Jasper County Board of Supervisors lends its full support to the Colfax Park and Recreation Auxiliary Board in their efforts to apply for the Iowa Living Roadways Project Program. The project to sow native Iowa wildflowers and plant trees in the right of way areas adjacent to Highway 117 at the entrance of the new park in Colfax is a great idea.

The County, through the Auditors Office, is happy to act as a conduit for receiving funding reimbursement for the Living Roadways Project Program Grant.

We wish you great success.

A handwritten signature in cursive script that reads "Dennis Carpenter".

Dennis Carpenter  
Chairman, Jasper County Board of Supervisors

May 5, 2015



1 West Howard Street • PO Box 62 • Colfax, Iowa 50054  
515.674.9071 • colfaxmainstreet@gmail.com

May 12, 2015

Grant Administrator  
Living Roadways Trust Fund

Re: Iowa's Living Roadways grant; Colfax Parks and Recreation Auxiliary Board

Dear Grant Administrator:

This letter will serve to endorse and support the grant application being submitted by the Colfax Parks and Recreation Auxiliary Board to the Iowa's Living Roadways grant program. Colfax Main Street is actively involved in historic restoration and business development/expansion in the downtown district and strongly supports efforts to improve the entire Colfax area. The Colfax Main Street is fully supportive of the aesthetic enhancement of the North Gateway Corridor between I-80 and downtown Colfax. We believe this project is a perfect candidate for the Living Roadways program, and part of a larger strategy for the Colfax North Gateway Corridor that will benefit our local community and the state of Iowa.

Feel free to contact me if you have any questions regarding our organization's support of the project.

Sincerely,

A handwritten signature in cursive script that reads "David Mast".

David Mast, President  
Colfax Main Street  
[mastdlsa@yahoo.com](mailto:mastdlsa@yahoo.com)  
515-674-4033

**Dan Kelley**  
STATE REPRESENTATIVE  
*Twenty-Ninth District*  
dan.kelley@legis.iowa.gov  
www.elckelley.com

MAILING ADDRESS  
P.O. Box 333  
Newton, Iowa 50208  
Phone: (641) 521-9260

May 11, 2015



House of Representatives  
State of Iowa  
*Eighty-Fifth General Assembly*  
STATEHOUSE  
Des Moines, Iowa 50319

COMMITTEES  
Ways & Means  
Agriculture  
Environmental Protection  
International Relations  
  
APPROPRIATIONS SUBCOMMITTEE  
Administration & Regulation  
*Ranking Member*

Grant Administrator

Living Roadways Trust Fund

Re: Iowa's Living Roadways grant; Colfax Parks and Recreation Auxiliary Board

Dear Grant Administrator:

This letter will serve to endorse and support the grant application being submitted by the Colfax Parks and Recreation Auxiliary Board to the Iowa's Living Roadways grant program. I am fully supportive of the aesthetic enhancement of the North Gateway Corridor between I-80 and downtown Colfax. I believe this project is a perfect candidate for the Living Roadways program, and part of a larger strategy for the Colfax North Gateway Corridor that will benefit the local community and the state of Iowa. Feel free to contact me if you have any questions regarding my support of this project.

Sincerely,

State Representative HD29-Jasper County



**BOARD OF TRUSTEES**

Mike Richardson  
Chairman

Miriam Erickson Brown  
Vice-Chair

Donald F. Lamberti  
Honorary Co-Chair

Robert D. Ray  
Honorary Co-Chair

Anthony J. Colosimo  
Secretary

Doug Shull  
Treasurer

Jeffrey W. Badger

Michael B. Chilton

Neal Coleman

Tim Dohlman

Kim Drautz

Steven Falck

William J. Fultz

Tom Hanafan

Pat Hensley

Megan Jones

Barbara Lykins

Reo Menning

Brandon Neilson

Nancy Richardson

Loretta Sieman

Ed Skinner

Scott Smith

Paul Trombino III

Ken Waller

Marcia Wanamaker

Inky Westfall

keepiowabeautiful.com

05.12.15

Grant Administrator  
Living Roadways Trust Fund

Re: Iowa's Living Roadways grant; Colfax Parks and Recreation  
Auxiliary Board

Dear Grant Administrator:

Please accept this letter as an endorsement and support for the project and grant application being submitted by the Colfax Parks and Recreation Auxiliary Board to the Iowa's Living Roadways grant program.

Keep Iowa Beautiful is fully supportive of the aesthetic enhancement of the North Gateway Corridor between I-80 and downtown Colfax. We believe this project is a perfect candidate for the Living Roadways program, and part of a larger strategy for the Colfax North Gateway Corridor that will benefit our local community and the state of Iowa.

Enhancement of communities like Colfax, is critical in building both economic and cultural vitality to the area.

Feel free to contact me if you have any questions regarding our organization's support of this project.

Sincerely,

Gerald F. Schnepf - Executive Director  
Keep Iowa Beautiful  
300 East Locust - Suite 100  
Des Moines, IA 50309  
515-323-6507



April 26, 2015

Grant Administrator  
Living Roadways Trust Fund

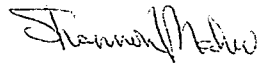
Re : Iowa Living Roadways Grant ; Colfax Parks and Recreation Auxiliary Board

Dear Grant Administrator;

I wish to strongly support the grant application presented by the Colfax Parks and Recreation Board. The Colfax-Mingo Education Foundation supports the aesthetic enhancements that would be added between I-80 and downtown Colfax. We are a property owner in that corridor and are excited about the enhancements. I believe that this will benefit the Colfax Community and the state of Iowa. This will add beauty for the thousands of people that stop at the Colfax exit yearly and puts our best foot forward as a community and a state.

Please contact me if you have any questions concerning the Colfax-Mingo Educational Foundation's support of this project.

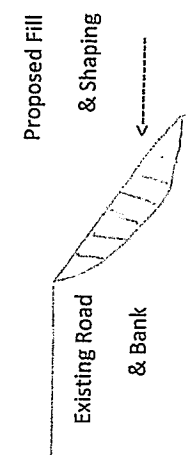
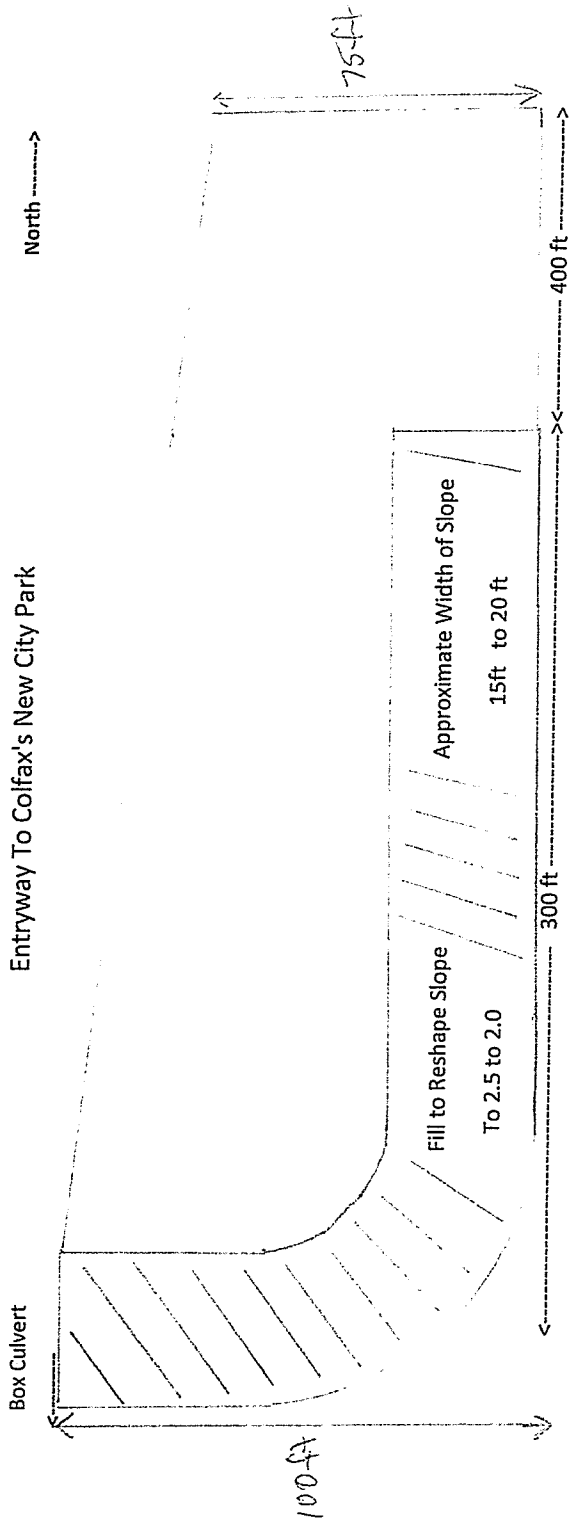
Best regards,

A handwritten signature in black ink, appearing to read "Shannon Maher". The signature is written in a cursive, flowing style.

Shannon Maher  
President  
Colfax-Mingo Educational Foundation

A

Entryway To Colfax's New City Park



- Fill will require approximately 1600 to 1800 cubic yards
- Height of existing gravel road to ditch bottom varies from 8ft to 12ft
- Toe of proposed slope will vary to achieve proposed slope

\*Design not to scale\*





+Emily

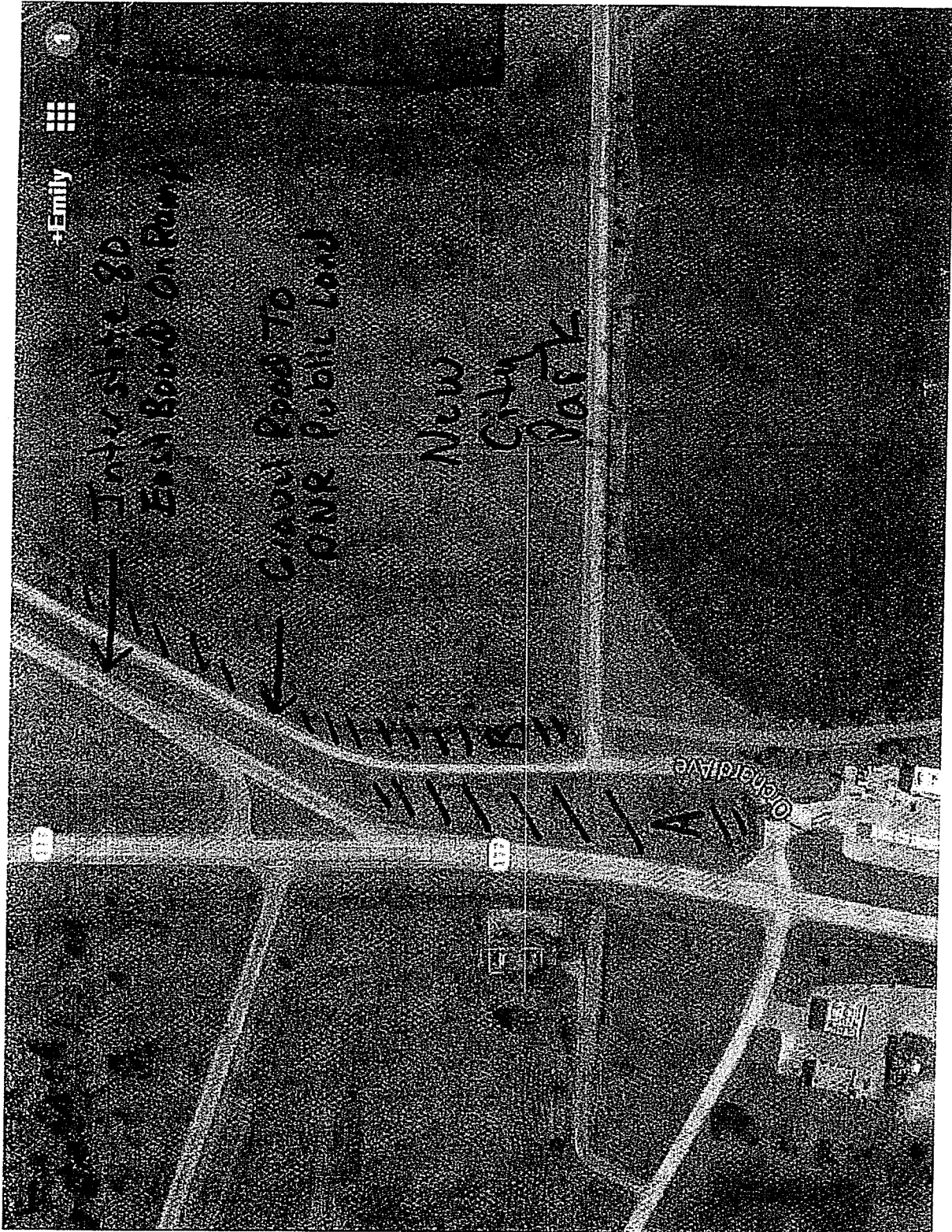


Indy State 30  
East Bond on Road

County Road 70  
ONE PUBLIC ROAD

NEW  
CITY  
PARK

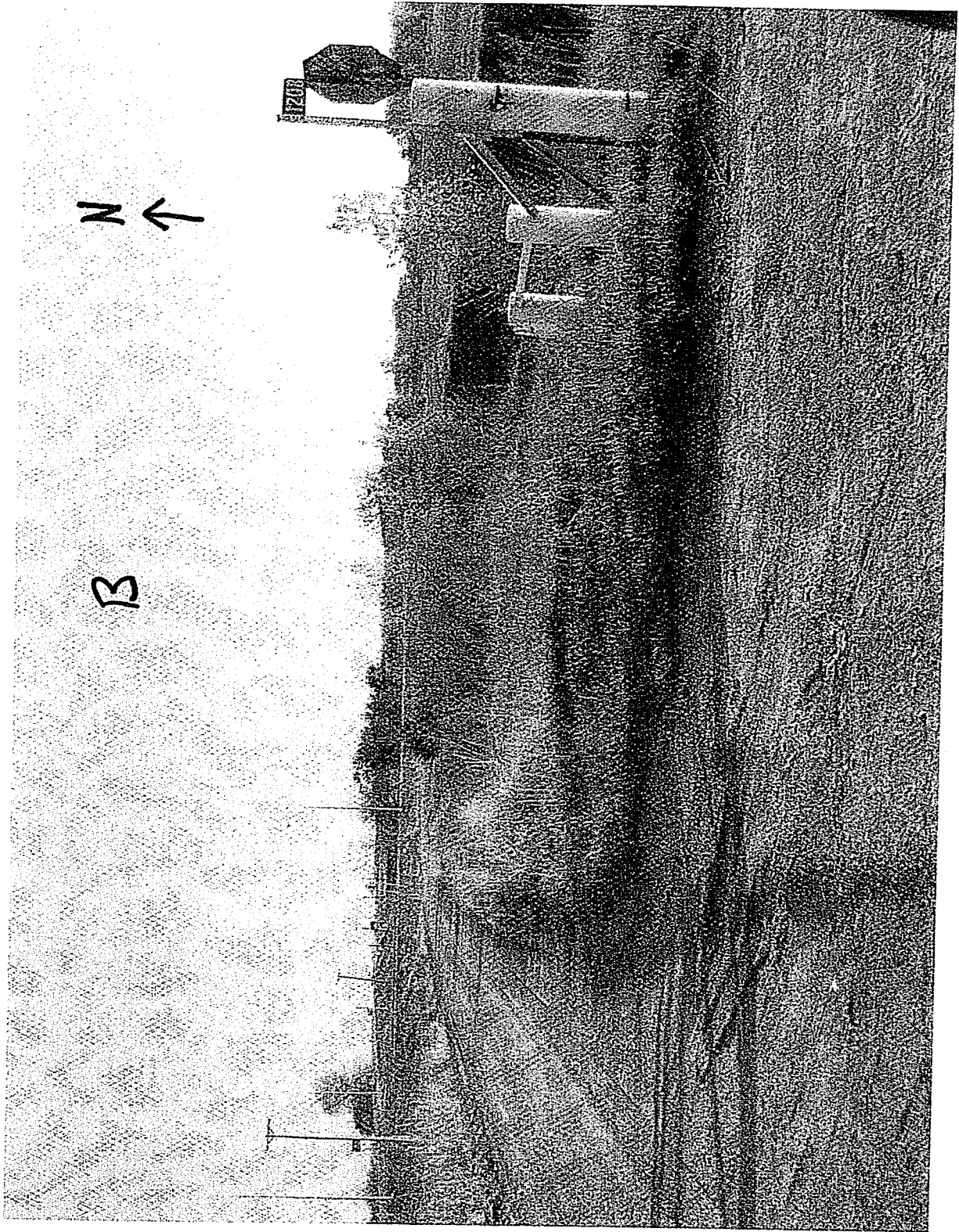
OPTIONAL



N ↑

A

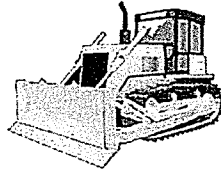




N ↑

B

Added match documentation



Russell Dozer and Excavating    8348 Hwy F48 W    Colfax, IA 50054    (515) 674-4295

Leslie Berckes  
Trees Forever  
Program Manager & Field Coordinator

April 27, 2016

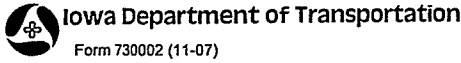
Dear Leslie,

I was contacted to send you a note concerning our intention to volunteer to help with the Living Roadways Project on the north edge of Colfax at the entryway to the new city park. I will be supplying and operating a John Deere 700J bulldozer. I have also recruited friends and neighbors Bill and Dave Talsma owners of I80 Farms to assist in the work. They will be operating and supplying a John Deere 200CLC track hoe and a John Deere 8370R tractor with a Caterpillar 735 dump trailer. Doug Garrett has informed us that we will need to top off our equipment and portable storage tank with fuel prior to beginning any work. The grant would cover any fuel utilized in the project and Doug will top off our equipment and tank at the completion of our work. If you have any questions pertaining to our work, please let me know.

Sincerely,

Keith Russell





### PROJECT DEVELOPMENT CERTIFICATION

**Note:** For instructions, refer to Instructional Memorandum (I.M.) 3.750, Project Development Certification Instructions.

City \_\_\_\_\_  
County \_\_\_\_\_

Project Number TAP-R-TREE(119)--8T-00

**1. RAILROADS**

- a. Is there a railroad crossing or railroad property within or adjacent to the project limits?  Yes  No (If No, skip to No. 2)
- b. Is any work on railroad facilities or railroad right-of-way required?  Yes  No (If No, skip to No. 2)
- c. Has the railroad agreement been fully signed?  Yes  No (If Yes, attach a copy of the railroad agreement. If No, the project will not be submitted for letting, unless a Public Interest Finding is requested and approved for this condition – see instructions for more information.)

**2. UTILITIES**

- a. Are any utility relocations or adjustments required by this project?  Yes  No (If No, skip to No. 3)
- b. Have all the known affected utilities been relocated?  Yes  No (If Yes, skip to No. 3)
- c. Have all the known affected utilities been notified?  Yes  No (If Yes, give date of notice) \_\_\_\_\_
- d. For any affected utilities not yet relocated, are all required to relocate by an existing permit, franchise agreement, or executed relocation agreement?  Yes  No (If No, the project will not be submitted for letting, unless a Public Interest Finding is requested and approved for this condition – see instructions for more information.)

**3. PRIMARY HIGHWAY**

- a. Will work be performed on Iowa DOT right-of-way or will access to Iowa DOT right-of-way be affected?  Yes  No (If No, skip to No. 4)
- b. Have the applicable permits for work on Iowa DOT right-of-way been obtained?  Yes  No  
(If No, when are they anticipated?) \_\_\_\_\_  
(approximate date)

**4. RIGHT OF WAY**

- a. Is additional right-of-way (permanent or temporary easements, fee title) required?  Yes  No (If No, sign and date this form in the space provided below)
- b. Permanent right-of-way and/or access rights for \_\_\_\_\_ parcels have been acquired, except the \_\_\_\_\_ parcels scheduled for condemnation listed on page 2.\*
- c. Temporary construction easements for \_\_\_\_\_ parcels have been acquired, except the \_\_\_\_\_ parcels scheduled for condemnation listed on page 2.\*
- d. Were all of the parcels acquired using the Appraisal Waiver process?  Yes  No

\***Note:** Exceptions should only be listed for Items 4.b or 4.c if the parcel is scheduled for condemnation. Possession of all other parcels and / or access rights shall be acquired by the date this form is submitted. After the condemnation hearings for the parcels listed on page 2 are complete, provide written confirmation to the Iowa DOT that the condemnation hearings were held. This confirmation shall be received as soon as possible, but no later than 10 days prior to letting; otherwise the project may be withdrawn from the letting.

**5. RELOCATION**

- a. Will any persons or businesses be displaced by this project?  Yes  No (If No, sign and date in the space provided below)
- b. If yes, all eligible relocatees, \_\_\_\_\_ residential and \_\_\_\_\_ businesses, except those \_\_\_\_\_ parcels listed on the reverse side have obtained and relocated into replacement housing and business locations. An inspection of the project was made on site. Decent, safe, and sanitary housing has been offered and is available to residential relocatees. Barring unforeseen circumstances beyond our control, the listed occupants will relocate by the date and manner indicated.

**LPA CERTIFICATION**

As the authorized representative of the LPA named above, I hereby certify the following: (1) I have read and understand the instructions for this form and the information supplied on this form is correct. (2) The LPA has complied with all applicable Federal and State laws, rules, and policies related to the development of this project. (3) All of the necessary railroad and utility work has either been completed or the necessary arrangements have been made to complete this work concurrent with the project construction without undue delay or additional cost to the project. (4) If any exceptions are listed for Items 4 or 5 above, it is in the public's best interest for this project to enter the Iowa DOT letting process. The LPA shall provide the notice(s) required for Item 4 above and is aware of the possible consequences for failing to do so.

Name \_\_\_\_\_  
Title \_\_\_\_\_

Signature \_\_\_\_\_  
Date \_\_\_\_\_

**FOR IOWA DOT USE ONLY**

**Iowa DOT Office of Right of Way** Based upon the information provided by the LPA for Items 4 and 5 above, I believe all necessary property rights for this project have been acquired or listed as exceptions. The DOT reserves the right to further review the LPA's procedures for the right-of-way acquisitions and relocations to ensure compliance with the applicable Federal and State laws, rules and policies.

**Iowa DOT Administering Office** I have reviewed all items above and have determined that this project is ready to enter the letting process, subject to approval by the Office of Right of Way if needed. If applicable, I concur with the LPA's public interest finding for Items 4 or 5.

This form (  is ) (  is not ) being routed to the Office of Right of Way:  
(  for review of Items 4 and 5 ) or (  for information ).

Signature \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Date \_\_\_\_\_



Tuesday, September 27, 2016, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Carpenter, Brock & Stevenson present and accounted for; Chairman Stevenson presiding.

Human Resources Director, Dennis Simon, presented to the Board two hiring resolutions, one for substitute kitchen help for Elderly Nutrition, another for an IT Technician for the Information Technology Department and two actions dealing with the GIS Department.

Motion by Carpenter, seconded by Brock to adopt Resolution 16-67 a hiring resolution certifying the following appointment to the Auditor for payroll purposes:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Elderly Nutrition	Substitute (kitchen help)	Polly Milliman	\$9.22	Range 9 Step 1 Non-progressive	10/3/2016

YEA: BROCK, CARPENTER, STEVENSON

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

Motion by Brock, seconded by Carpenter to adopt Resolution 16-68 a hiring resolution certifying the following appointment to the Auditor for payroll purposes:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGLE/STEP</u>	<u>EFFECTIVE DATE</u>
Information Technology	IT Technician	Jason Doland	\$22.17	Hire-In Non-progressive Union Scale	10/03/2016

YEA: CARPENTER, BROCK, STEVENSON

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

Motion by Brock, seconded by Carpenter to approve the elimination of the position of Jasper County GIS Director.

YEA: CARPENTER, BROCK, STEVENSON

Motion by Carpenter, seconded by Brock to approve the Resignation of Employment and Release Agreement between Jasper County and Lorraine Jackson effective September 27, 2016.

YEA: BROCK, CARPENTER, STEVENSON

Elderly Nutrition Director, Kelli Van Manen, asked the Supervisor to approve the Title 111 C-1 carryover funds and a contract with the City of Monroe to use the Monroe City Hall for meal delivery.

Motion by Carpenter, seconded by Brock to approve the request for excess Title 111 C-1 funds in the amount of \$1,696 to be used for food purchases.

YEA: BROCK, CARPENTER, STEVENSON

Motion by Brock, seconded by Carpenter to approve the agreement between Jasper County and the City of Monroe for the use of dining room facilities, the Monroe City Hall, to serve meals. Jasper County will pay the City of Monroe \$200 per month beginning November 1, 2016 through October 31, 2017 for the use of the facility.

YEA: CARPENTER, BROCK, STEVENSON



Treasurer, Doug Bishop, asked the Supervisors consider Bank Reconciliation Reports, a check cancellation and the assignment County held tax certificates.

Motion by Carpenter, seconded by Brock to approve the July and August monthly reconciliation reports.

YEA: BROCK, CARPENTER, STEVENSON

Motion by Carpenter, seconded by Brock to approve the cancelation of check# 15332 in the amount of \$5.00.

YEA: BROCK, CARPENTER, STEVENSON

Motion by Brock, seconded by Carpenter to approve the assignment of the County held tax certificate 0827405010 Cert# 15-0305 Cupples.

YEA: CARPENTER, BROCK, STEVENSON

Motion by Brock, seconded by Carpenter to approve the assignment of the County held tax certificate 08334429012 Cert# 15-0307 Johnson.

YEA: CARPENTER, BROCK, STEVENSON

Motion by Carpenter, seconded by Brock to approve the assignment of the County held tax certificate 08334429014 Cert# 15-0308 TF18-CCSB.

YEA: BROCK, CARPENTER, STEVENSON

IT Director, Celia Robertson, presented to the Supervisors the option of upgrading the current website run by Vison Internet at a cost of \$24,500 plus \$6,500 per year or changing to a the new provider Civic Plus at a cost of \$28,741 plus \$5,810 per year. Robertson recommended going with Civic Plus.

Motion by Carpenter, seconded by Brock to approve the change to Civic Plus as Jasper County's website provider at a cost of \$28,741 and \$5,810 per year.

YEA: BROCK, CARPENTER, STEVENSON

Motion by Carpenter, seconded by Brock to approve Board of Supervisors minutes for 9/20/2016.

YEA: BROCK, CARPENTER, STEVENSON

There were no Board appointments.

Motion by Carpenter, seconded by Brock to adjourn the Tuesday, September 27, 2016 meeting of the Jasper County Board of Supervisors.

YEA: BROCK, CARPENTER, STEVENSON

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Dennis K. Parrott, Auditor

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Denny Stevenson, Chairman