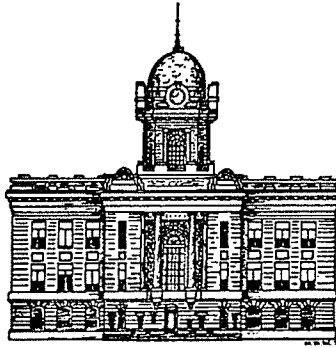


# Jasper County, Iowa

**Joe Brock**

**Denny Carpenter**

**Doug Cupples**



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

## JASPER COUNTY BOARD OF SUPERVISORS AGENDA

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

June 13, 2017

9:30 a.m.

### Pledge of Allegiance

- Item 1      **Public Hearing – Disbursement of Land Owned by Jasper County**
  - a) Approve Offer to Buy Real Estate and Acceptance with City of Prairie City
  
- Item 2      **Sheriff – John Halferty**
  - a) Appointment of Deputy Sheriff – Tracy Cross
  
- Item 3      **Save Red Bridge Group – Joe Otto**
  - a) Red Bridge Proposal
  
- Item 4      **Human Resources – Dennis Simon**
  - a) Hiring Resolution for Elderly Nutrition
  - b) New Position Resolution for Sheriff
  
- Item 5      **Engineer – Russ Stutt**
  - a) Approve & Sign IDOT Funding Agreement for Bridge Replacement
  
- Item 6      **Approval of Civil Service Commission Certification of Deputies Eligible for Promotion**
  
- Item 7      **Approval of Liquor License for Baxter Fun Days**
  
- Item 8      **Approval of Board of Supervisors minutes for 6/6/17**
  
- Item 9      **Board Appointments**
  
- Item 10     **Interview for Community Development Director**

**PUBLIC INPUT & COMMENTS**

**OFFER TO BUY REAL ESTATE AND ACCEPTANCE  
(NONRESIDENTIAL)**

TO: Jasper County

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Jasper County, Iowa, locally known as Railroad Right-of-way and legally described as:

A strip of land of varying widths of the former Iowa Interstate Railroad, LTD. Altoona to Prairie City Branch line main track in the N ½ of the NE ¼ of Fractional Section 2 and the NW ¼ of the NW ¼ of Fractional Section 1 al in Township 78 North, Range 21 West of the 5<sup>th</sup> P.M., Jasper County, Iowa.

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, in possession, are permitted to use the Property for any legal purpose.

1. PURCHASE PRICE. The Purchase Price shall be \$63,000 and the method of payment shall be as follows: Entire balance due at closing, on or about June 16, 2017
2. REAL ESTATE TAXES. Sellers shall pay taxes prorated to the date of possession and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes.

Unless otherwise provided in this Agreement, at closing SELLERS shall pay BUYERS, or BUYERS shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

3. SPECIAL ASSESSMENTS.
  - A. SELLERS shall pay in full at time of closing, all special assessments which are a lien on the Property as of the date of acceptance June 12, 2017.

B. IF "A" is stricken, then SELLERS shall pay at time of closing all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

C. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.

D. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.

E. BUYERS shall pay all other special assessments or installments not payable by SELLERS.

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to Buyers on or after June 16, 2017, and any adjustments of rent, insurance, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYERS and vacation of the Property by SELLERS, but prior to possession by BUYERS. SELLERS agree to permit BUYERS to inspect the Property within 24 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed:

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached. Also included shall be the following:

The following items shall not be included:

7. CONDITION OF PROPERTY. The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted. SELLERS make no warranties, expressed or implied, as to the condition of the property.

Within ten (10) days after the acceptance of this Agreement, BUYERS may, at their sole expense, have the property inspected by a person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical, environmental, or other deficiencies. Within this same period, the BUYERS may notify in writing the SELLERS of any deficiency. The SELLERS shall immediately notify the BUYERS in writing of what steps, if any, the SELLERS will take to correct any deficiencies before closing. The BUYERS shall then

immediately in writing notify the SELLERS that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYERS.

8. ABSTRACT AND TITLE. There is no abstract, SELLERS are selling the property with a Quit Claim Deed, which is how they received title.

9. SURVEY. N/A

10. ENVIRONMENTAL MATTERS.

A. SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here:

B. BUYERS may at their expense, within two (2) days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLERS are required to expend any sum in excess of \$5,000 to remove any hazardous materials, substances, conditions or wastes, SELLERS shall have the option to cancel this transaction and refund to BUYERS all earnest money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLERS, subject to SELLERS' right to cancel this transaction as provided above.

11. DEED. Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYERS by Quit Claim deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYERS.



12. STATEMENT AS TO LIENS. If Buyers intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.

13. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

14. APPROVAL OF COURT. Intentionally omitted.

15. REMEDIES OF THE PARTIES.

A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

16. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

17. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLERS and BUYERS. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

18. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

19. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to

any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

20. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

21. ADDITIONAL PROVISIONS.

A. This project is subject to terms and conditions of the National Trails System Act, 16 U.S.C.1247(d) and 49 C.F.R. 1152.29

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before 12<sup>th</sup> day of June 2017, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS. If accepted by SELLERS at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

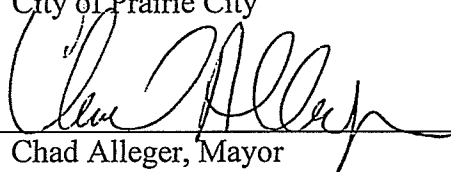
Accepted \_\_\_\_\_

Dated 5-10-17

SELLERS  
Jasper County

BUYERS  
City of Prairie City

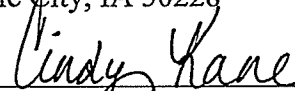
\_\_\_\_\_  
Joe Brock, Chairman Board of Supervisors

  
Chad Alleger, Mayor

Address: 101 1<sup>st</sup> Street North  
Newton, IA 50208

203 E Jefferson Street  
Prairie City, IA 50228

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

Attest:   
Cindy Kane, City Clerk

**CERTIFICATE OF APPOINTMENT OF DEPUTY OR ASSISTANT**

STATE OF IOWA, JASPER COUNTY, ss.

I, John R. Halferty, Sheriff of Jasper County, Iowa, do hereby constitute and appoint Tracy Cross as Deputy Sheriff for a period of 4 years, from May 22, 2017, and do hereby authorize and empower him to do and perform in my name as such Deputy Sheriff, all acts and things that may lawfully be done by him as such Deputy Sheriff.

This commission expires December 31, 2020 unless sooner revoked, or when said Deputy Sheriff ceases to perform above named duties.

Given under my hand this 5<sup>th</sup> day of June, A.D. 2017.

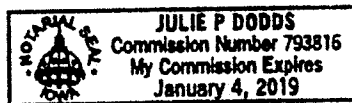
John R. Halferty  
John R. Halferty  
Sheriff of Jasper County, Iowa

STATE OF IOWA, JASPER COUNTY, ss.

I, Tracy Cross, having been appointed Deputy Sheriff of Jasper County, under John R. Halferty, Sheriff of said County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of Deputy Sheriff as now or hereafter by law.

x [Signature]

Subscribed and sworn to before me, this 5<sup>th</sup> day of June, 2017.



Julie P. Dodds  
Notary Public State of Iowa

Above appointment approved by the Board of Supervisors of Jasper County, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by resolution, Minute Book \_\_\_\_\_, Page \_\_\_\_\_.

\_\_\_\_\_  
Chairperson, Board of Supervisors



Citizens in Support of Restoration and  
Preservation of Red Bridge

Est. 2011



To: Save Red Bridge Group  
From: Joe Otto  
Subject: Instructions for letter writing campaign

February 12, 2017

We are moving closer to our ultimate goal of saving Red Bridge. For many people this is not a new problem. The original Save Red Bridge Group members reached out to family, friends, neighbors, co-workers, and classmates, and from just seven members in 2011, by the end of 2012 the group numbered well over one hundred. Recently the word has gotten out. As of February 12, 2017, the group has 214 members, and that number grows every week. We are a diverse group: old and young, locals and transplants, liberals and conservatives, retirees, veterans, white and blue collar professionals, civil servants, academics, small business owners, elected officials, farmers, and spouses. But no matter our differences, we all share the goal of saving an important landmark from destruction.

The purpose of me writing you is to request your help in taking the next step. I believe the time is right for us to reach out to the Board of Supervisors by sending them a letter. By signing your name and sending it to the courthouse, you are respectfully requesting that they take three modest actions. If enough of us send letters, we can show the Supervisors that saving Red Bridge is a county-wide issue that benefits the general public. Here is what to do:

Save this document to your computer, print off the letter, and send it to the following address.

Jasper County Board of Supervisors  
Attention: Joe Brock, Chairman  
PO Box 944  
Newton, IA 50208

The Auditor's office has agreed to gather all the letters into a file. If that file becomes large enough I will present our agenda to the Supervisors in person.

Unified and respectful action is the key to success. Let's make it happen. Please show your support by sending a letter.

Sincerely,

Joe Otto



Citizens in Support of Restoration and  
Preservation of Red Bridge

Est. 2011



To the Honorable Board of Supervisors of Jasper County, Iowa:

February 12, 2017

Joe Brock, Denny Carpenter, Doug Cupples,

I am sending you this letter to express concern about the condition of Red Bridge in Fairview Township. *Preservation Iowa* recently declared Red Bridge one of the state's most endangered historic properties. I am part of a growing group of concerned citizens who wish to see Red Bridge saved for the enjoyment of future generations. As Board members, you are the stewards of all county property, and we cannot act without your cooperation and support.

Red Bridge is a federally recognized historic site and the county's last historic truss bridge. We have fond memories of spending time on and around the bridge with our families and friends. Many of us also have a kindred connection to the county's other historic truss bridges: at Oswalt near Colfax, at Metz, on Old 6 near Goddard, over Indian Creek near Mingo, and the Byers Bridge near Monroe. But this is about more than serving a nostalgia for days gone by. With all these bridges now gone, saving the last one assumes county-wide significance. The protection of historic resources promotes economic development in the form of tourism and outdoor recreation. Iowans have a cultural attraction to historic bridges, and saving Red Bridge means saving a valuable historic site that, if properly restored and maintained, would attract visitors.

For that reason, I respectfully request that the Board take the following actions:

- First: Pass a motion declaring the Board's intention not to intentionally demolish Red Bridge.
- Second: Use the resources required to demolish Red Bridge to protect it. Order the County Engineer to determine the cost of separating it from its piers with a crane, and then setting it down on the north bank, in the right of way of Red Bridge Ave.
- Third: Hire a contractor to execute the protection plan mentioned above.

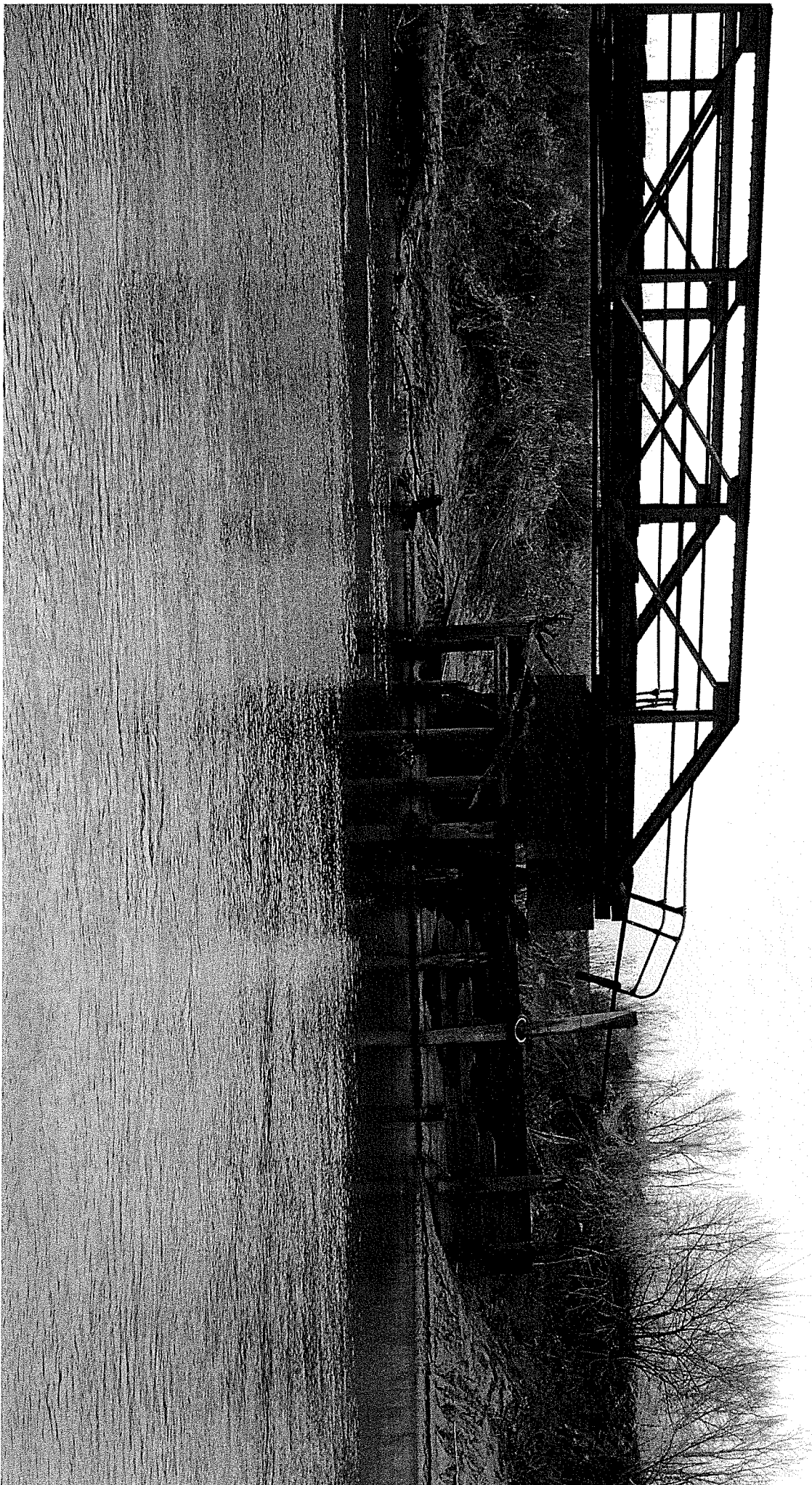
Red Bridge is an endangered landmark that is the last of its kind. Through these actions, the Board will assure there is time to formulate a long-term preservation plan. Please help us save it for future generations.

Thank you for your time and consideration.

Sincerely,



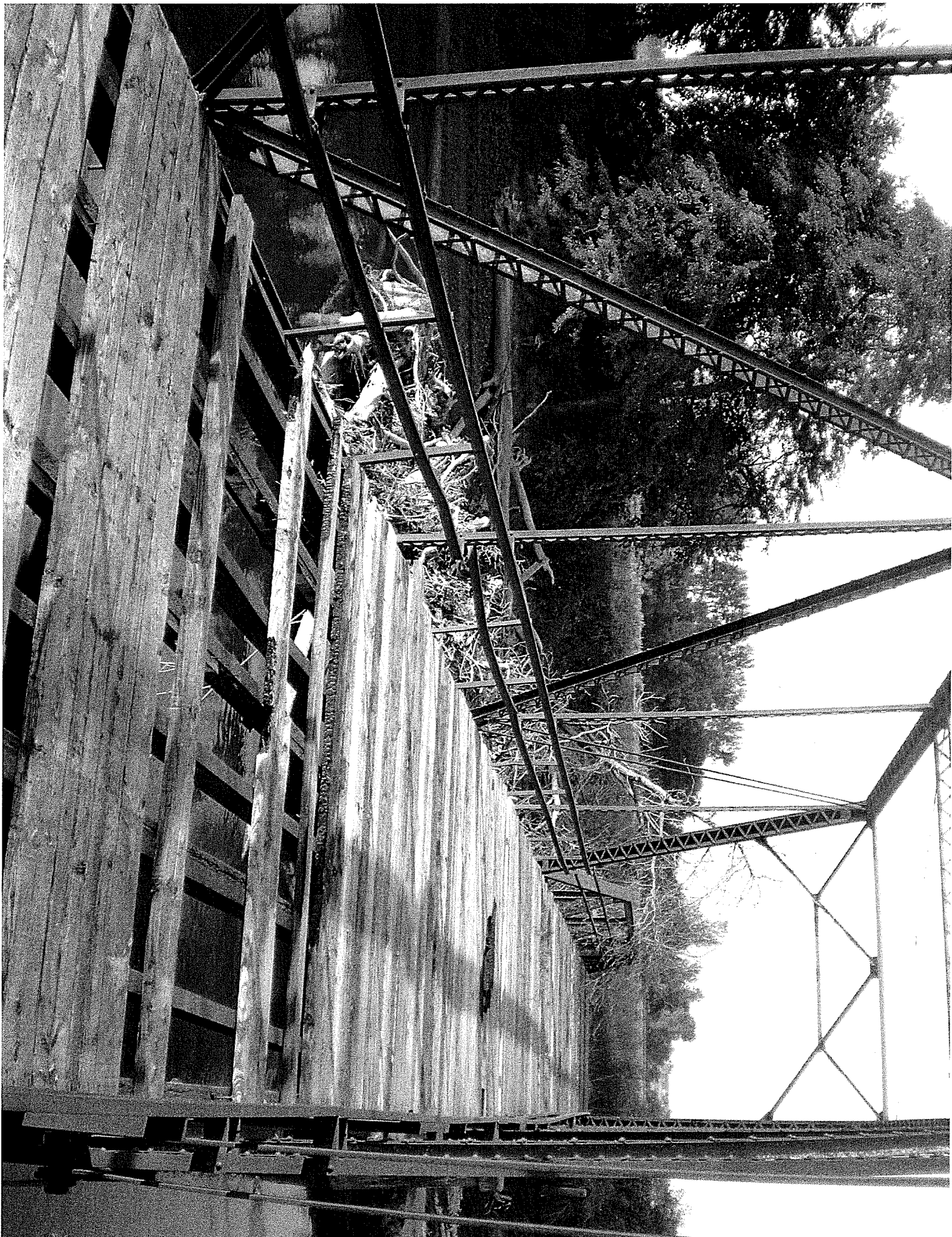


















Resolution 17-

WHEREAS, The Jasper County Sheriff's Department has the need for and has requested that the Jasper County Board of Supervisors create two (2) positions of permanent full-time Patrol Sargent(s).

NOW, THEREFORE BE IT RESOLVED that the Jasper County Board of Supervisors shall create the positions of permanent full-time Patrol Sargent.

\* These positions will not be addition positions but will replace two of the existing hourly deputy positions. They will be salary (not hourly) positions.

Resolution adopted this 13th day of June, 2017.

---

Joe Brock, Chairman

Attest:

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Dennis Parrott, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES

BOOK 21

06/13/2017

PAGE

April 2016

**IOWA DEPARTMENT OF TRANSPORTATION  
Federal-aid Agreement  
for a County Highway Bridge Program Project**

Recipient: Jasper County

Project No: BROS-C050(117)—8J-50

Iowa DOT Agreement No: 1-17-HBP-S-020

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Jasper County, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Surface Transportation Block Grant Program (STP) program makes Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of STP funds have been set-aside for this purpose and designated as the Highway Bridge Program.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the Department agrees to provide Highway Bridge Program funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person will be the District 1 Local Systems Engineer. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following bridge project:
  - A. FHWA Structure Number: 196800
  - B. Location: East 84<sup>th</sup> Street South over Elk Creek
  - C. Preliminary Estimated Total Cost: \$360,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the Department. Within the eligible project construction limits, eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances eligible activities may also include utility relocation or railroad work that is required for construction of the project. Certain activities necessary to comply with Federal or State environment or permit requirements, including studies and/or mitigation of the project's environmental impacts, are also eligible.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, and fees or interest associated with bonds or loans are not eligible.
6. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from Highway Bridge Program funds. The portion of the eligible project costs reimbursed by Highway Bridge Program funds shall be limited to a maximum of 80% of eligible costs. Reimbursed costs will be limited to federal funds that are made available for counties through the Federal Highway Bridge Replacement Program outlined in 761 Iowa Administrative Code, Chapter 161.
7. The Recipient shall pay for all project costs not reimbursed with Highway Bridge Program funds.

*-continued-*

8. The Recipient shall let the project for bids through the Department.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third party beneficiaries be created by this agreement.
11. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the Department.
12. This agreement shall be executed and delivered in two or more copies, each of which shall be deemed to be an original and shall constitute but one and the same agreement.
13. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, this agreement may become null and void, unless the Recipient submits a written request for extension to the Department at least 30 days prior to the 3 year deadline. If approved, this agreement may be extended for a period of time as determined by the Department, but not less than 6 months.
14. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient 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 Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: Jasper County

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

IOWA DEPARTMENT OF TRANSPORTATION  
Highway Division

By \_\_\_\_\_  
Gregg Durbin, P.E.  
Local Systems Engineer  
District 1

Date \_\_\_\_\_, \_\_\_\_\_

**EXHIBIT 1****General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects**

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

**1. General Requirements.**

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: [http://www.iowadot.gov/local\\_systems/publications/im/lpa\\_ims.htm](http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm). The Recipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, 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, the Recipient 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. The Recipient agrees 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 Recipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The Recipient 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, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. To the extent allowable by law, the Recipient agrees to indemnify, defend, and hold the Department harmless from any 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 the Department's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the Recipient will pay initial project costs and request reimbursement from the Department, the Recipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Recipient shall not report this project on its SEFA.
- f. The Recipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The Recipient shall comply with the following Disadvantaged Business Enterprise (DBE ) requirements:
  - i. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department-assisted contracts.
  - ii. The Recipient shall comply with the requirements of I.M. 3.710, DBE Guidelines.



iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- h. Termination of funds. 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 Recipient with written notice of termination pursuant to this section.

## **2. Programming and Federal Authorization.**

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Recipient shall submit a written request for FHWA authorization to the Department. After reviewing the Recipient's request, the Department will forward the request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Recipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with Federal funds.

## **3. Federal Participation in Work Performed by Recipient Employees.**

- a. If Federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.310, Federal-aid Participation in In-House Services.
- b. If Federal reimbursement will be requested for construction performed by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.810, Federal-aid Construction by Local Agency Forces.
- c. If the Recipient desires to claim indirect costs associated with work performed by its employees, the Recipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 200. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the Federal agency providing the largest amount of Federal funds to the Recipient. If approved, the approved indirect cost rate shall be incorporated by means of an amendment to this agreement.

## **4. Design and Consultant Services**

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

- b. If the Recipient requests Federal funds for consultant services, the Recipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Recipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.305, Federal-aid Participation in Consultant Costs.
- c. 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 Recipient shall repay to the Department the amount of Federal funds reimbursed to the Recipient 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.

#### **5. Environmental Requirements and other Agreements or Permits.**

- a. 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 Recipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.105, Concept Statement Instructions; 3.110, Environmental Data Sheet Instructions; 3.112, FHWA Environmental Concurrence Process; and 3.114, Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Recipient shall follow the procedures in I.M. 3.120, Farmland Protection Policy Act Guidelines.
- c. 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 follow the procedures in I.M. 3.130, 404 Permit Process; 3.140, Storm Water Permits; 3.150, Highway Improvements in the Vicinity of Airports or Heliports; and 3.160, Asbestos Inspection, Removal and Notification Requirements.
- d. In all contracts entered into by the Recipient, and all subcontracts, in connection with this project that exceed \$100,000, the Recipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Recipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

#### **6. Right-of-Way, Railroads and Utilities.**

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.605, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no Federal funds are used for right-of-way activities. The Recipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal funding for right-of-way acquisition, the Recipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is Federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay the amount of Federal funds reimbursed for right-of-way costs to the Department.
- 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. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.

- d. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal funding reimbursement. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.
- e. If the Recipient desires Federal reimbursement for utility costs, it shall submit a request for FHWA authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

## 7. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- 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.
- b. For projects let through the Department, the Recipient shall be responsible for the following:
  - i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.505, Check and Final Plans and I.M. 3.510, Check and Final Bridge or Culvert Plans, as applicable.
  - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
  - iii. Follow the procedures in I.M. 3.730, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to the Department.
- c. For projects that are let locally by the Recipient, the Recipient shall follow the procedures in I.M. 3.720, Local Letting Process, Federal-aid.
- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 3.750, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code Section 26.12.
- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice the Department has concurred in the contract award.

## 8. Construction.

- a. A full-time employee of the Recipient shall serve as the person in responsible charge of the construction 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 Department.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 Iowa Administrative Code Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

- c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the Recipient shall provide materials testing and certifications as required by the approved specifications.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The Recipient shall follow the procedures in I.M. 3.805, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

#### **9. Reimbursements.**

- a. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. 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 Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the Federal funds withheld.
- e. 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:
  - 1) 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
  - 2) 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.

#### **10. Project Close-out.**

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department and request a final audit, in accordance with the procedures in I.M. 3.910, Final Review, Audit, and Close-out Procedures for Federal-aid Projects.

- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient 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 Recipient 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 Recipient of the record retention date.
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

June 2, 2017

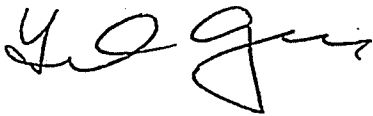
To the Jasper County Board of Supervisors:

The Jasper County Civil Service Commission certifies the following deputies as eligible for promotion to the position of Sergeant.

Deputy Jeremy Burdess  
Deputy Jeremy Burdt  
Deputy Mike Gunsaulus

Testing for position was conducted on May 26, 2017.

Respectfully submitted;



Leland Groves  
Acting Chairperson  
Jasper County Civil Service Commission

DENNIS K. HANCOCK  
JASPER COUNTY AUDITOR

2017 JUN -5 PM 2:39

FILED

**Melissa Hartgers**

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**From:** Licensing@IowaABD.com  
**Sent:** Friday, June 09, 2017 2:35 AM  
**To:** Melissa Hartgers  
**Cc:** Licensing@IowaABD.com  
**Subject:** Liquor License Submitted to Local Authority

The following licenses are completed and awaiting local authority approval:

<b>License #</b>	<b>License Status</b>	<b>Business Name</b>
	Submitted to Local Authority	Baxter Fun Days Committee ( 6253 N 95th Ave W Baxter Iowa, 50028)

Please do not respond to this email. Contact the Division's Licensing Section with questions regarding the application process or application status toll-free at 866.iowaABD (866.469.2223) (select option 1), locally at 515.281.7400 (select option 1).

For assistance by email contact [Licensing@IowaABD.com](mailto:Licensing@IowaABD.com)

To access license renewal, click here: <https://elicensing.iowaabd.com>

June 6, 2017

Tuesday, June 6, 2017 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Brock, Carpenter and Cupples present and accounted for; Chairman Brock presiding.

Motion by Carpenter, seconded by Cupples, to open a public hearing for a FY2016/2017 Budget Amendment.

YEA: CUPPLES, CARPENTER, BROCK

Auditor Parrott explained that the amendment was the annual yearend cleanup of appropriations and expenditures for FY2016/2017. There were no public comments and no comments received by the Auditor.

Motion by Carpenter, seconded by Cupples, to close the public hearing.

YEA: CUPPLES, CARPENTER, BROCK

Motion by Cupples, seconded, by Carpenter to approve the FY 2016/2017 Budget Amendment.

YEA: CUPPLES, BROCK, CARPENTER

Motion by Carpenter, seconded by Cupples, to adopt resolution 17-38 the appropriation of funds in the amount of \$1,654,588 for the FY2016/2017 budget amendment.

YEA: BROCK, CARPENTER, CUPPLES

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

Ryan Eaton from the IT Department asked the Supervisors to approve and sign the contract for Integrated Damage Assessment Model Software. The purchased of the software was approved by the board at their last meeting.

Motion by Cupples, seconded by Carpenter to approve the contract for Integrated Damage Assessment Model Software between Jasper County and Schneider Corp. The cost of the contract is \$7,950 per year and runs through June 30, 2020.

YEA: CARPENTER, CUPPLES, BROCK

Human Resources Director Dennis Simon asked the Supervisors to create two part time 911 dispatcher positions.

Motion by Cupples, seconded by Carpenter, to adopt Resolution 17-39 to create two 911 Dispatcher positions for the Sheriff's Office.

YEA: BROCK, CUPPLES, CARPENTER

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

ISG Project Manager, Evan Del Val gave the Supervisors an update on the Dakota Access Pipeline project stating that crews are continuing the inspection of the pipeline all over the state making sure that the land is being restored to where it was before the pipeline was put in.

County Attorney, Mike Jacobsen, reported to the Board that his Office's efforts to collect unpaid court costs, court debt, penalties, restitution, court appointed attorney fees, jail fees etc.... has resulted in the



collection of \$229,542 for the State of Iowa and \$70,563 for Jasper County. Jacobsen said that his office is averaging \$20,000 to \$23,000 per month in collections.

Engineer, Russ Stutt informed the Board that he was working on a granular surfacing project for the North half of the county. The cost is estimated to be between \$450,000 and \$500,000. He also said that he was not very interested in using Facebook to keep the public informed.

Landowner, Kenny Keenan was back before the Board to ask that they reverse their decision of gating off level "C" road described as a portion of N 75th Ave E. located on the North side of Section 36-81 N 18 W in Mariposa Township in Jasper County. The Board said that the other landowner Richard Ehler needed to be present before they would continue to listen to Mr. Keenan's request. The Supervisors took no action but said that the agenda item would be put back on the agenda for next week's meeting.

Motion by Carpenter, seconded by Cupples to set a public hearing date of June 13, 2017 at 9:30 a.m. in the Supervisors Room of the Jasper County Courthouse for the sale of railroad bed land to Prairie City for the purpose of constructing a bicycle trail.

YEA: CUPPLES, BROCK, CARPENTER

Motion by Cupples, seconded by Carpenter to adopt Resolutions 17-40, 17-41 & 17-42 approving transfer orders 1375, 1376 & 1377 as follows:

<u>Order Number</u>	<u>Amount</u>	<u>Transferred From</u>	<u>Transferred To</u>
1375	\$64,587.32	Colfax Interchange TIF	2012-(2012B) Debt

To cover payment made June 1, 2017 refunding: GO Bonds 2012B \$870,000: Alpha Products, Federal Avenue & Colfax Hotel 2 Debt.

1376	\$320,313.75	Colfax Interchange TIF	2011-(2012A)Debt
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To cover payment made June 1, 2017 refunding GO Bonds 2012A \$3,235,000 refunding: 2001, 2006 & 2012 \$1,450,000 Debt.

1377	\$387,882.92	Various Funds	2080-(2007)TPI/Opus Debt
	\$118,890.42	2015-(2007) TPI Refund	
	\$268,882.92	Amended JC 28E Subfund	

To cover payment made June 1, 2017 on the following bond: \$4,825,000 dated 11-1-2001 TPI/Opus Economic Development Grant.

YEA: CARPENTER, CUPPLES, BROCK

Motion by Carpenter, seconded by Cupples to approve a Cigarette/Tobacco Permit for the Izaak Walton League.

YEA: CUPPLES, BROCK, CARPENTER

Motion by Carpenter, seconded by Cupples to approve a Cigarette/Tobacco Permit for the Exit 173, Inc. (Iowa's Best Burger Café).

YEA: CUPPLES, BROCK, CARPENTER

Motion by Carpenter, seconded by Cupples to approve the Supervisors minutes for 05/23/2017.

YEA: CUPPLES, CARPENTER, BROCK

There were no Board appointments.

Motion by Cupples, seconded by Carpenter to go into closed session in accordance with Iowa Code Section 21.5(h).

YEA: CARPENTER, BROCK, CUPPLES

The Board was back in session at 11:00 a.m.

Motion by Carpenter, seconded by Cupples to adjourn the Tuesday, June 6, 2017 meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, CARPENTER, BROCK

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Dennis K. Parrott, Auditor

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Joe Brock, Chairman