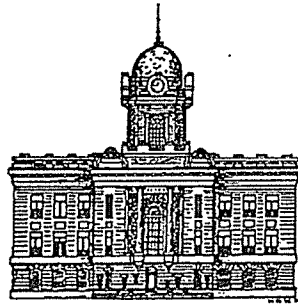


# Jasper County, Iowa

**Denny Carpenter**

**Doug Cupples**

**Brandon Talsma**



**Board of Supervisors**

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

## **JASPER COUNTY BOARD OF SUPERVISORS MEETING AGENDA**

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

**September 10 2019**

**9:30 a.m.**

**Pledge of Allegiance**

- Item 1 Jasper County Purchasing Card Policy**
  
- Item 2 Driveways along S.76<sup>th</sup> Ave. W. of Prairie City & Road Construction Taking Place There.**
  
- Item 3 Building & Grounds – Adam Sparks**
  - a) Furnace Quotes for Attorney’s Office**
  
- Item 4 Sheriff – John Halferty**
  - a) 28E Agreement for CIRT**
  
- Item 5 Engineer – Russ Stutt**
  - a) Resolution to Approve and sign LRTF Grant No. 90-50-LR20-302**
  - b) Approve Purchase of Polaris Ranger**
  
- Item 6 Resolution Approving Transfer order #1426**
  
- Item 7 Approval of Board of Supervisors minutes for 8/31 & 9/03/19**
  
- Item 8 Board Appointments**

**PUBLIC INPUT & COMMENTS**

# **JASPER COUNTY PURCHASING CARD POLICY**

## **POLICY**

This policy lists the procedures for using Jasper County purchasing cards on behalf of the county. Credit cards are to carry no annual fee.

## **SCOPE**

This policy applies to all departments that currently use or could potentially use credit cards for County purchases.

## **PROCEDURES/REQUIREMENTS**

- 1.) **CARD DISTRIBUTION.** Elected officials and Department heads will be responsible for distributing County purchasing cards to employees as needed and will assume responsibility for those employees' purchases as well. Before receiving and / or using a county purchasing card, employees will sign a Jasper County purchasing card agreement setting forth their obligations under this program. This release will need to be signed by all employees who take possession of a purchasing card. Any purchases made with a purchasing card shall be made by Jasper County employees only.
- 2.) **CREDIT LIMIT.** The line of credit for Jasper County will be established by the lending institution. Upon direction of an Elected Official, the Administrator will set a spending limit for each card holder.
- 3.) **COMPETITIVE BIDDING.** Purchasing cards shall not be used to make purchases that under normal circumstances would require a competitive bid. All competitive bidding procedures will remain in place. If a bid is required and approved a purchasing card may be used for payment.
- 4.) **TRAVEL USE.** Jasper County employees may use a purchasing card for traveling expenses while on County business.
- 5.) **PERSONAL USE PROHIBITED.** Employees are prohibited from using County purchasing cards for personal expenses. Charging personal expenses on County purchasing cards is a misuse of County funds and will result in the termination of the employee. In cases where personal use of a Jasper County purchasing card is made, the employee misusing the card will be responsible for the full amount of charges in question.

**6.) SUPPORTING DOCUMENTATION.** Elected officials and Department heads are responsible for ensuring that payment vouchers include supporting documentation such as receipts, invoices, etc. when turned into the Auditor's office for payment. The County's standard claim vouchers should still be used. Each purchasing charge shall be listed separately on the claim voucher along with a description. To avoid late fees the receipt, invoice etc. along with the claim voucher must be delivered to the Auditor's office within 5 days of the purchase. Any employee using the purchasing card is responsible for arranging the sales tax exempt status of Jasper County.

**7.) PAYMENT OF BILLS.** Payment will be made on the same day each month. Documentation of purchases made with the purchasing card will still be required to be submitted to the Auditor to reconcile the payment. Non compliance may result in suspension or total cancellation of card privileges.

**8.) CONTESTED CHARGES.** If charges appear on the purchasing card statement that should not be there, the elected official or department head should notify the Auditor's office immediately.

**9.) LOST CARDS.** If a purchasing card is lost, the elected official or department head should notify the Auditor's office immediately. The Auditor's office will then follow up with the issuing institution.

**10.) SURRENDER OF CARDS.** When changing departments or ending employment with the County, purchasing cards shall be returned to the elected official, department head or to the Auditor's office. Use of the purchasing card or its account number for any purpose after it is to be turned in is prohibited.

**11.) SUMMARY.** These are overall guidelines for the County. These guidelines and procedures cannot cover every possible situation that may occur in using County credit cards. Always use common sense and good judgment as you are acting as an agent for Jasper County. This policy shall be presented to each employee for review before a County purchasing card is issued to said employee. The employee's signature will be evidence that the employee has read this policy and agrees to comply with all of its provisions. The signed copy will be kept in the Auditor's office.



# BROOKER CORPORATION



PLUMBING, HEATING & AIR CONDITIONING  
200 N. 8<sup>TH</sup> AVE. E.  
P.O. BOX 1022  
NEWTON, IOWA 50208  
PHONE: 641-792-2387 FAX: 641-792-4748  
www.brookermech.com



**PURCHASER:** Jasper County

**PHONE:**

**LOCATION:**

**CITY:** Newton

**STATE:** IA

**ZIP:** 50208

**RE:** Attorney Office

**We propose to furnish material and labor for the referenced project:**

- Install American Standard Furnace- 96% Efficient  
S9X2B080U3PSAB  
80,000 BTU  
ECM Blower Motor
- Install American Standard Condensing Unit- 16 S.E.E.R, 14 E.E.R  
4A746036J1000A
- Install American Standard Coil  
4PXCBu36BS3HAAA
- Lineset/ Pad  
Plenum
- Connect to existing system

**Total Price \$4,525.00**

**Total cost to you after rebates \$4,075.00**

**Rebates:**

- Black Hills will rebate \$200 for a 96% efficient furnace
- Alliant Energy will rebate \$300 for a 16 S.E.E.R  
AHRI #8675223

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

**EXISTING MATERIALS BEING REPLACED TO BECOME PROPERTY OF: BROOKER CORPORATION**

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

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

THE PRICE IS SUBJECT TO CHANGE AFTER 30 DAYS FROM THE DATE OF THE PROPOSAL UNLESS SIGNED BY BOTH THE CONTRACTOR AND PURCHASER.

|  |                  |                   |       |
|--|------------------|-------------------|-------|
| <b>CONTRACTOR: BROOKER PLUMBING &amp; HTG.</b> |                  | <b>PURCHASER:</b> |       |
| BY: Terry Purvis                               | DATE: 09/03/2019 | BY:               | DATE: |

**Brookwood Incorporated**

409 N 23rd Ave W PO Box 826  
Newton, Iowa 50208  
(641) 792-1186  
Fax (641) 792-1063

August 30, 2019

Jasper County Maintenance  
RE: County Attorney's Office  
114 W 3<sup>rd</sup> St N  
Newton, IA 50208

Adam 641-521-8844

To install a Lennox EL296UH070XV36B 2stage gas furnace with a variable speed ECM blower motor in N.E section, reattach to plenum, return, gas line and PVC venting. Install a Lennox 14ACXS036 16seer 13eer A/C with new coil and line set. Customer to supply lift to get A/C on roof and remove old equipment and install new. Bid does not include roof work.

**Pay Brookwood \$5195.00**

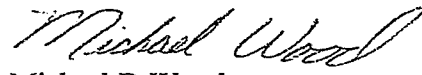
Rebates are guaranteed

Black Hills Rebate \$200.00  
Alliant Rebate \$300.00  
End Cost \$4,695.00

Thank you for the opportunity to bid this project and if you have any questions please give me a call.

**Terms:** Tax is assumed in quote. Payment is due upon date of completion. Quote is guaranteed for 30 days. Permit fees not included.

Thank You,  
Brookwood, Inc.

  
Michael D Wood  
MDW/sik

# Mechanical System Recommendation

Date: 8/29/2019  
 Job Name: Furnace & A.C. Replacement  
 At: Jasper Co. Attorney Building



To: Adam Sparks  
 Address:

| Items Included In Recommendation |     |                  |     |
|----------------------------------|-----|------------------|-----|
| Installation Material            | Yes | Cutting          | No  |
| Installation Labor               | Yes | Patching         | No  |
| Electrical Wiring                | Yes | Digging          | No  |
| Necessary Plumbing - Condensate  |     | Required Permits | Yes |
| Gas Piping                       | Yes | Vent Piping      | Yes |

We recommend the following equipment:

Carrier furnace model 59TN6A080V17--14, 96.2% efficient with 78,000 BTU heating output on high fire and 50,000 on low. This model is 2-stage and uses a variable speed blower motor.

Carrier air conditioner model 24ABC636A003, 16 SEER with 3-ton cooling capacity. This model uses Puron "ozone-friendly" refrigerant.

Pro Model thermostat #805 to match 2 newer thermostats already installed.

Easily accessible 16x20x1 air filter rack.

**Commercial Warranties:**

- 20 year limited on heat exchanger
- 5 year limited on compressor and parts
- 1 year limited on labor

**Commercial Rebates:**

- \$300 direct from Alliant - A.C.
- \$200 direct from Black Hills - Furnace

*Thank you for the opportunity to quote this bid.*

Existing equipment being replaced, if any, to be property of

Dealer will remove  
 (Dealer / Purchaser)

## REASONS TO BUY FROM WARNICK & REEVES MECHANICAL

1. Licensed, Bonded and Insured.
2. Radio dispatched service trucks.
3. Phone answered 24 hours, 7 days a week.
4. Extended warranty on all equipment installed.
5. We sell - We service - We care.
6. Continuing education program for all personnel.
7. We service all makes and models of equipment.
8. Proper design and installation join to give you trouble free operation for a better return on your investment.
9. Quality service at a reasonable price.

### Warnick & Reeves Mechanical Warranty Policy

Our work will be performed in the highest skilled manner and will comply with existing governing codes and regulations. All labor on new equipment furnished by us will bear a one year warranty from the date of installation. All material and equipment furnished by us will carry the printed manufacturer warranty. This warranty will be explained to you before acceptance of this proposal.

#### PRICE AND TERMS

- A. Cash  X  on completion.  
 B. \_\_\_\_\_ 1/2 payment now.  
 C. \_\_\_\_\_ 1/2 payment day of completion.  
 D. \_\_\_\_\_ 90% each month - work completed  
**Add 3% to total price if paying by credit card.**

|  | Tax | Total      |
|--|-----|------------|
| Heating Equipment <u>Carrier 59TN6</u>       | No  |            |
| Air Conditioner Equip. <u>Carrier 24ABC6</u> | No  | \$4,768.00 |
| Plumbing Equipment _____                     |     |            |
| Other Equipment _____                        |     |            |

**Customer Cost After Rebates = \$4,268.00**

Unless signed by purchaser price subject to change  30  days from following date.

TOTAL PRICE  \$4,768.00   
 Payment terms  A

The above amount is due and payable on or before the 10th of the month following purchase. Interest at 1 1/2% per month (equal to 18% annually) charged on all past due accounts a minimum charge of \$1.00 for any balance under \$25.00

Dealer  Warnick & Reeves Mechanical

Purchaser \_\_\_\_\_

By  Jack Reeves

By \_\_\_\_\_

Date  8/29/2019  jw

Date \_\_\_\_\_

## Central Iowa Regional Tactical Team (CIRTT)

Grinnell Police Department

Jasper County Sheriff's Office

Pella Police Department

### 28E Agreement

**Whereas**, the undersigned entities ("Party" or collectively "Parties") provide Law Enforcement services, specifically in the City of Grinnell, Iowa; Jasper County, Iowa; and the City of Pella, Iowa and

**Whereas**, the Parties have a desire to assist each other in time of need, and

**Whereas**, the Parties each maintain adequate Law Enforcement Services, equipment and personnel to respond to normal emergencies occurring within their respective jurisdictions, and

**Whereas**, situations may arise regarding emergencies or circumstances which exhaust available local personnel and equipment, or require additional or specialty personnel or additional and/or special equipment that the responsible jurisdiction may not have available at any given time, and

**Whereas**, to combat such emergency situations, it is desirable for the Parties to render needed Law Enforcement Services upon a reciprocal basis, and

**Whereas**, the governing body of each Party are desirous of entering into this 28E Agreement ("Agreement"), the purpose of which is to provide for the Law Enforcement Services of one entity to another, in such emergency or needed situations requiring additional, special personnel and/or equipment.

NOW THEREFORE BEIT AGREED AS FOLLOWS:

I. **INCORPORATION OF RECITALS**

- a. The foregoing recitals are incorporated herein fully as if set forth in the paragraph.

II. **DEFINITIONS**

- a. **Mutual Aid** - The assistance of Law Enforcement Services personnel and equipment provided by one Party ("Providing Entity") and requested by the other Party ("Requesting Entity") to this Agreement.
- b. **Central Iowa Regional Tactical Team (CIRTT)** - a team and equipment comprised of law enforcement officers employed by the Parties, who are trained and equipped to respond to emergency and special activities.



- c. **Incident Commander** - The person, who, by virtue of his/her position with the Requesting Entity, is responsible for the overall command and direction of the Emergency or Special response activities.
- d. **Emergency Activities** - Any situation where a Party, due to lack of personnel or training, special equipment needs or magnitude of event, and based upon actual circumstances, concludes that assistance is needed to protect life, stabilize the incident, and/or protect property within its jurisdiction.
- e. **Special Activities** - Any situation, including planned and known large scales events, where a Party, due to a lack of personnel or training, special equipment needs or magnitude of the event, and based upon actual circumstances, concludes that assistance is needed to protect life, provide security and stability for the incident, and/or to protect property within its jurisdiction.

### III. PURPOSE

This Agreement is made pursuant to Chapter 28E, Code of Iowa. The purpose of this Agreement is to provide Mutual Aid in case of an emergency or special activity arising within the jurisdiction of the Parties to this Agreement.

### IV. REQUEST FOR ASSISTANCE

All requests for Mutual Aid CIRT in an emergency or special activity, shall be made by a Law Enforcement Services Director or designee of the Requesting Entity. Requests may be made verbally, electronically or in writing. Such requests shall state the exact nature of the Emergency or Special Activity and shall include the amount and type of equipment and the number and, skills of personnel required, and shall specify the location where the personnel and equipment are needed. Requests for assistance should be made through Jasper County Sheriff's Office Dispatch. Jasper County Sheriff's Office Dispatch will notify CIRT members and Law Enforcement Supervisors for each agency, of the request.

### V. AUTHORITY OVER JOINT OPERATIONS

The Incident Commander of the Requesting Entity shall retain overall control of all Emergency Response Activities. The ranking supervisor of the Providing Entity shall remain in control of his/her personnel and equipment, subject however to the direction and control of the Incident Commander. All responding agencies should coordinate their responses through the Incident Commander for assignments.

### VI. LIABILITY

Each member agency is subject to liability under Iowa Code Chapter 670 - Tort Liability.

VII. EMPLOYMENT

It is understood and agreed that the personnel providing mutual aid under this agreement shall remain the employees of the jurisdiction from which they were assigned.

VIII. TERMINATION

This Agreement may be terminated with respect to that Party for any reason by any Party by giving written notice, by certified mail to Grinnell Police Department, Jasper County Sheriff's Office and Pella Police Department. The Jasper County Sheriff's Office Administrator will ensure that a copy of the termination notice is distributed to all other Parties. This Agreement shall thereafter terminate with respect to that Party only, thirty (30) days from the date of receipt of the termination notice. Upon termination, said terminating Party shall have no further responsibility or obligation or benefits from the other Parties to this Agreement, under this Agreement, except as provided herein.

IX. EFFECTIVE DATE

This Agreement shall be in full force and effect at 15<sup>th</sup> day of September 2019, and between the Parties who have obtained approval hereof by their respective governing bodies. This Agreement shall remain in full force and effect for an indefinite period of from the effective date hereof until terminated as provided in Paragraph VII.

X. PRIOR MUTUAL ASSISTANCE AGREEMENTS

This Agreement supercedes all other conflicting mutual assistance agreements between the Parties.

XI. AMENDMENTS

This Agreement represents the entire Agreement of the Parties. Any amendments must be in writing, approved by the governing body of all Parties, and executed by the authorized representatives of all Parties. Any and all amendments must comply with the provisions of the Iowa Code Section 28E.8. Any and all such requirements shall be done by the Jasper County Sheriff's Office or designee.

XII. VALIDITY

In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa Law, the remaining portions of this Agreement that are valid shall continue in full force and effect:

XIII. NO SEPARATE ENTITY CREATED - ADMINISTRATION

It is the intent of the Parties not to create a separate legal entity or administrative agency under this agreement. The designee of the Jasper County Sheriff's Office shall serve as Administrator of this undertaking.

In the event Jasper County Sheriff's Office terminates the Agreement and is no longer a Party hereto, the remaining Parties shall designate an Administrator.

XIV. NO REAL OR PERSONAL PROPERTY

No real or personal property will be acquired, held or disposed of during this undertaking as no separate entity has been created.

XV. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflicts of laws rules), and applicable federal law.

XVI. COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

**RESOLUTION APPROVING**  
**28E AGREEMENT FOR MUTUAL ASSISTANCE-**  
**CENTRAL IOWA REGIONAL TACTICAL TEAM**

WHEREAS, The City of \_\_\_\_\_ (“City”)/ \_\_\_\_\_ County (“County”) desires to enter into this 28E Agreement (“Agreement”), the purpose of which is to provide for the Law Enforcement Services of one entity to the other in such emergency and special needed activities requiring additional, special personnel and/or equipment.

THEREFORE, BE IT RESOLVED that the 28E Agreement for Mutual Assistance - Central Iowa Regional Tactical Team – Grinnell Police Department, Jasper County Sheriff’s Office and Pella Police Department, is hereby approved and adopted.

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Dan Agnew  
Mayor, City of Grinnell, Iowa

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Dennis Carpenter  
Board Chair, Jasper County Board of Supervisors, Jasper County, Iowa

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James Mueller  
Mayor, City of Pella, Iowa

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Dennis Reilly  
Police Chief, City of Grinnell, Iowa

---

John R. Halferty  
Sheriff, Jasper County, Iowa

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Robert Bokinsky  
Police Chief, City of Pella, Iowa

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

(08/18)

**IOWA DEPARTMENT OF TRANSPORTATION  
Agreement for a Living Roadway Trust Fund Grant  
for Counties**

**RECIPIENT: Jasper County Engineer**

**PROJECT NAME: Polaris Ranger XP1000 UTV**

**AGREEMENT / PROJECT NO.: 90-50-LR20-302**

**AGREEMENT EXPIRATION DATE: December 31, 2021**

**Grant Amount: \$9,500.00**

**Total Matching Funds: \$7,574.00**

**Total Project Cost: \$17,074.00**

**Authorizing Official:**

Mr. Russell Stutt

County Engineer, Jasper County Engineer

910 N 11th Ave E

Newton, IA, 50208

Phone: 641-792-5862

Email: rstutt@co.jasper.ia.us

**Project Coordinator/Manager:**

Ms. Pamela Olson

Assistant to the Engineer, Jasper County Engineer

910 N 11th Ave E

Newton, IA, 50208

Phone: 641-792-5862

Email: polson@co.jasper.ia.us

**Iowa Department of Transportation:**

Mr. Troy Siefert, PLA

Living Roadway Trust Fund Administrator

Office of Design

Highway Division

800 Lincoln Way

Ames, Iowa 50010

Phone - 515-239-1768

Fax: 515-239-1873

Email: troy.siefert@iowadot.us

(08/18)

This is an agreement between Jasper County Engineer (hereinafter referred to as **RECIPIENT**) and the Iowa Department of Transportation (hereinafter referred to as the **DOT**).

## **RECITALS**

1. The **RECIPIENT** submitted an application to the **DOT** for funding through the Living Roadway Trust Fund (LRTF) under Iowa Code section 314 subsection 21, and the application was approved by DOT staff action on August 08, 2019.
2. Pursuant to the terms of this agreement and applicable statutes, the **DOT** agrees to provide funding in the amount of \$9,500.00 to the **RECIPIENT** for the authorized and approved costs for eligible items associated with the development of Polaris Ranger XP1000 UTV. This equipment shall be purchased no later than December 31, 2021 with final request for reimbursement to be received by the **DOT** within ninety (90) days of the completion date. If the **RECIPIENT** requires additional time to fulfill the terms of this agreement, a request for an extension of time shall be submitted to the LRTF Coordinator prior to the expiration date.
3. The Project Coordinator/Manager shall be responsible for reporting in writing to the Living Roadway Trust Fund Coordinator involvement in any projects that are connected in any way to the project outlined in this agreement and receive additional funding from the LRTF or other Resource Enhancement and Protection (REAP) programs. Failure to do so may result in revocation of LRTF funding approval for this project.
4. This agreement shall be executed and delivered in two (2) 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 instrument

In consideration of the foregoing and the mutual promises contained in the agreement, the parties agree as follows:

## **SECTION 1: AUTHORITY**

1. The Authorizing Official and the Project Coordinator/Manager representing the **RECIPIENT** shall be responsible for carrying out the provisions of this agreement.
2. Approval from the **DOT** is required in order to change the Project Coordinator/Manager representing the **RECIPIENT**.
3. It is mutually understood between the parties that the final authority in transportation matters now vested in the **DOT** by federal and state statutory and case law shall not be affected by this agreement.

## SECTION 2: GRANT

1. The **RECIPIENT** shall be responsible for the development and completion of the project as described in the application, of which a copy of the original is attached hereto and by this reference incorporated into this agreement as EXHIBIT A and as follows:

The purpose of this project is to continue with the establishment of a safe weed management and burning regimen within Jasper County through the purchase and use of a replacement Utility Vehicle (UTV). This vehicle will replace 2005 Kawasaki Mule that has recently become unrepairable and is insufficient for current needs. The replacement UTV will be used to hold a 65 gallon firefighting system and also chemical spraying system. Jasper County promotes an aggressive fire management regimen in coordination with Jasper County Conservation while managing over 7,000 acres of roadsides, native and non-native prairies, wetlands, and woodlands. In addition to roadside management, ecosystem management, and habitat improvement, Jasper County actively uses fire management as an educational tool while hosting an annual evening public prairie burn where benefits of controlled burns are discussed and the public observes a live burn administered by conservation staff. The UTV is a vital part as it is used as the primary firefighting apparatus.

A smaller utility vehicle large enough to carry all of our spraying and firefighting equipment is necessary to continue this program. Due to the terrain of roadsides and many management areas, they are unreachable by highway rated vehicles and not having one of would greatly decrease our ability to implement the program and increase the danger to all involved.

2. Eligible project costs for the project described in section 2, subsection 1 of this agreement, listed above, which are incurred after the effective date of this agreement (see section 5), shall be paid as follows:
3. The portion of the total project costs paid to the **RECIPIENT** shall not exceed \$9,500.00.

|                                      |                   |
|--------------------------------------|-------------------|
| <b>RECIPIENT</b> LRTF Funds (Grant): | \$9,500.00        |
| <b>RECIPIENT</b> Local Contribution: | <u>\$7,574.00</u> |
| LRTF Project Total:                  | \$17,074.00       |

4. The local contribution stated above, and in Exhibit A, may include cash or non-cash contributions to the project. The **RECIPIENT** shall certify to the **DOT** the value of any non-cash contribution to the project prior to it being incorporated into the project. For right of way contributions, the **RECIPIENT** shall submit an appraisal and a check appraisal from qualified independent appraisers previously approved in writing by the **DOT**.



5. The **DOT** reserves the right to review the **RECIPIENT's** certificate of value and has sole authority to determine the value of the **RECIPIENT's** non-cash contribution for the purposes of this agreement. If, as a result of the **DOT's** determination, the **RECIPIENT's** total cash and non-cash contribution is below that stated in the terms of this agreement, the **RECIPIENT** shall increase its cash contribution in order to complete the **RECIPIENT's** local contribution, or the grant or loan amount associated with this project shall be reduced accordingly.
6. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the **DOT** shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice. The **DOT** shall reimburse all eligible costs incurred up to and including this notice date.
7. Any revenue generated by interest payments on funds received by the **RECIPIENT** or by sales under this agreement shall be credited to the project.

### **SECTION 3: WORK**

1. The **RECIPIENT** shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules.
2. The **RECIPIENT** shall be responsible for obtaining any permits, such as the Right to Occupy and Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and other construction permits required for the project prior to the start of construction.
3. Neither the approval of the project application for funding nor the signing of this agreement shall be construed as approval of any required permit from **DOT**.
4. In addition, the **RECIPIENT** shall certify to the **DOT's** LRTF Coordinator that all known required environmental clearances have been received and that all environmental regulations have been complied with before funds are reimbursed or credited.
5. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) as adopted pursuant to 761 Iowa Administrative Code (IAC) 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.
6. The work on this project shall be in accordance with the grant application, survey, plans, specifications, and estimates on file. Any modification of these documents must be approved by the **DOT** in writing prior to the modification being put into effect.

7. For portions of the project let to bid, the **RECIPIENT** shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the **RECIPIENT** shall provide the **DOT** file copies of project letting documents within five (5) working days after the letting. The **RECIPIENT** shall wait for **DOT** concurrence before making the final award.
8. The **RECIPIENT** shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3(80). The **RECIPIENT** shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The **RECIPIENT** shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
9. The **RECIPIENT** shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement.
10. The **RECIPIENT** shall be responsible for the daily inspection of the project. For projects let to contract, the **RECIPIENT** shall compile a daily log of materials and quantities. For projects constructed with local forces, the **RECIPIENT** shall compile a daily log of materials, equipment and labor on the project. The **DOT** reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.
11. Originals of all documents including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this agreement, are to be the joint property of the political jurisdiction and governmental agencies participating in the project. Copies of said documents will be made available to such participants upon request.
12. The **RECIPIENT** shall require its contractors to permit the **DOT's** authorized representatives to inspect all work, materials, records, and any other data related to the Polaris Ranger XP1000 UTV project approved and authorized through this agreement.
13. The **RECIPIENT** shall maintain all books, records and accounts, documents, papers, reports, other sources of information, as may be determined by the **DOT** to be pertinent to ascertain compliance with this agreement. The **RECIPIENT** shall also make such materials and its facilities available at all reasonable times during the project agreement period and for three years from the date of final reimbursement, for inspection by the **DOT**. Copies of said materials shall be furnished by the **RECIPIENT** if requested.
14. Project progress reports are due on a quarterly basis in digital format and shall be received by the **DOT** within 30 calendar days of the end of the quarter. For the purposes of this agreement, the quarters for each calendar year shall be January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through

December 31.

15. Upon completion of the project described in this agreement, the project coordinator/manager shall submit the final report in digital format to the **DOT** no later than 45 days after the project completion or grant end date, whichever is sooner. For **RECIPIENTs** that have purchased equipment, the project coordinator/manager shall submit the final report to the **DOT** no later one (1) year after the purchase date of said equipment. A presentation at the soonest statewide IRVM meeting on the performance of the equipment is also required within this same time period. Where any information required of the **RECIPIENT** is in the exclusive possession of another who fails or refuses to furnish this information, the **RECIPIENT** shall so certify to the **DOT** and shall set forth what efforts it has made to obtain the information. Work performed under the provisions of this agreement shall be maintained into perpetuity.

## **SECTION 4: PROPERTY AND EQUIPMENT**

1. In the event that right of way is required for the project, said right of way will be acquired in accordance with 761 IAC 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
2. When property and equipment is purchased with LRTF funds, the **RECIPIENT** agrees that the property and equipment shall be used for the provision of integrated roadside vegetation management; within roadside rights-of-way or areas approved in writing by the **DOT**, for the life of the property and equipment as determined by the **DOT**. Title to all property and equipment purchased pursuant to the agreement shall rest with the **RECIPIENT** of this agreement.
3. The **RECIPIENT** shall permit the **DOT** or its authorized representatives to inspect all property and equipment purchased or used to comply with this agreement.
4. The **RECIPIENT** agrees, within 45 days of acceptance of equipment financed through this agreement, to submit an inventory report including photographs of equipment purchased with LRTF labels adhered in prominent locations to four sides of the equipment.
5. If the property and equipment is not continuously used for vegetation management in the rights-of-way in a manner described by the application and the guidelines for the LRTF program, the **RECIPIENT** shall immediately notify the **DOT**. If the property and equipment is not maintained in a usable condition, it shall be considered to not be in continuous use. The **DOT** shall then determine whether the property and equipment should be transferred to another LRTF recipient for continued use. If the **DOT** determines there is no need for the property and equipment among other LRTF recipients, the **DOT** may authorize local disposal through sale.

6. If the property and equipment is sold, it shall be sold by the **RECIPIENT** at the highest price obtainable at public or private sale, subject to written approval of the sale price by the **DOT**. The net sale price (gross sale price less expense of the sale, in an amount to be approved in advance by the **DOT**), multiplied by a percentage of the sale price equal to the percentage of any cash that was provided by the **RECIPIENT** as part of the original purchase of said property shall be paid to the **RECIPIENT**. The remaining amount shall be paid to the LRTF.

## SECTION 5: REIMBURSEMENT

The **DOT** reimburses for expenses up to the limits described in this agreement as follows:

1. The **RECIPIENT** has specified that they will submit periodic reimbursement requests One Time (at Conclusion of Project).
2. All costs submitted for reimbursement or to be counted as matching funds shall not be incurred until after this agreement is fully executed by the **DOT**.
3. Prior approval by the **DOT** is required before there can be any change to the scope of work and budget in the grant application approved by the **DOT**. For any individual work plan item not implemented by the **RECIPIENT** prior to the expiration date of this agreement, there will be no reimbursement by the **DOT**.
4. All reimbursement requests and direct vendor payment requests shall be submitted to the **DOT** using form 841700 Claim for Reimbursement of Living Roadway Trust Fund Project Costs located on the **DOT** website at <https://forms.iowadot.gov/BrowseForms.aspx> and attached as EXHIBIT B. Reimbursement requests and direct vendor payment requests submitted without form 841700 properly completed or without the required documentation of costs incurred shall be returned to the **RECIPIENT** without being processed with a request for correction and resubmittal.
5. For each work plan item of this agreement the **DOT** will, upon receipt of appropriate request and sufficient documentation, reimburse the **RECIPIENT** for the lesser of the amount established in this agreement or the actual expense. Any cost overruns shall be paid solely by the applicant.
6. The **RECIPIENT** may submit to the **DOT** periodic itemized claims for reimbursement for eligible project costs as often as monthly but no less than quarterly unless a one-time reimbursement or direct vendor payment option is indicated on the grant application. Periodic reimbursement requests shall be received by the **DOT** no later than 45 days after the end of the month or end of the quarter, whichever has been indicated in this agreement by the **RECIPIENT** in section 5 subsection 1. Reimbursement claims shall include an original signature certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the

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terms of this agreement.

7. All requests for reimbursement must be itemized by work plan item, hours, pay classification, direct expenses and indirect expenses as applicable so as to allow the **DOT** to verify that the costs submitted conform to the items as outlined in this agreement.
8. Quarterly reimbursement requests shall include the status of all work plan items present in the approved application and agreement. Payment will be withheld until the status report is received in digital format.
9. All **RECIPIENTS** requesting reimbursement of indirect costs shall submit a current approved cost allocation plan or federally approved indirect cost rate documentation approved by the **DOT**.
10. All requests for reimbursement of equipment acquired as provided for in section 4 of this agreement must be accompanied by a copy of an invoice from the vendor. All original invoices must be received and reviewed by the **RECIPIENT** and verification of correct quantities and costs for items received must be indicated. The **RECIPIENT** shall sign, print their name and date the invoice to certify that receipt of the indicated invoice items has taken place.
11. The **DOT** shall reimburse the **RECIPIENT** for properly documented and certified claims for eligible construction project activity costs, less a retainage, if applicable to the project, of not more than ten percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the **DOT** determines the **RECIPIENT** is overpaid, the **RECIPIENT** shall reimburse the overpaid amount to the **DOT**.
12. Upon completion of the project described in this agreement, the project coordinator/manager of the grant project shall certify in writing by letter to the **DOT** that the project activities were completed in substantial compliance with the requirements set forth in this agreement. Final reimbursement shall be made only after the **DOT** accepts the project as complete. In order to be considered complete, the provisions set forth in section 3 subsection 15 of this agreement must be met.
13. Final reimbursement requests by the **RECIPIENT** to the **DOT** shall be received no later than ninety (90) days after the completion of the project or the expiration date of this agreement, whichever is sooner. Failure to submit requests by this time, without prior approval, shall result in loss of remaining grant funding.
14. The **DOT** reserves the right to delay reimbursement of funds to the **RECIPIENT** if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the **DOT** shall so notify the **RECIPIENT** in writing and shall give the **RECIPIENT** an estimate of when reimbursement might be expected. The **DOT** shall establish a system to equitably make reimbursements to all **RECIPIENTS** so affected.

## SECTION 6: SUBMITTALS

1. Papers, interim reports, forms, or other materials, which are a part of the work set forth in this agreement, shall not be copyrighted without written approval of the **DOT**. If written approval is given, such approval shall be subject to all applicable federal and state laws, rules and regulations.
2. Publications by either party shall give credit to the other party. However, if the **DOT** does not wish to subscribe to the findings or conclusions of the study, the following statement shall be included on the credit sheet: "The opinions, findings, and conclusions expressed in this report are those of the authors, who are responsible for the facts and accuracy of the material presented herein. The contents do not necessarily reflect the official views, policies, or conclusions of the **DOT**". It is the responsibility of the **RECIPIENT** to contact the **DOT** to ascertain the stance **DOT** wishes to take before the credit sheet is prepared.
3. Either party to this agreement may initiate a request for publication of the final or interim reports, or any portions thereof.

## SECTION 7: DEFAULT

1. This agreement may be declared to be in default by the **DOT** if the **DOT** determines that the **RECIPIENT**'s application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the **DOT** determines that the project is not being developed as described in the application.
2. If the **RECIPIENT** fails to perform any obligation under this agreement, the **DOT** shall have the right, after first giving thirty (30) days written notice to **RECIPIENT** by certified mail return receipt requested, to declare this agreement in default. The **RECIPIENT** shall have thirty (30) days from date of mailing of notice to cure the default. If the **RECIPIENT** claims to have cured the default, it shall notify **DOT** no later than five (5) days after taking the action it claims has cured the default. **DOT** shall have sole discretion, without further notice, to determine whether or not any action taken has cured the default.
3. In the event a default is not cured, the **DOT** may revoke funding commitments and seek repayment of funds loaned or granted by this agreement. By signing this agreement, the **RECIPIENT** agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the **DOT** and may include cash repayment, installment repayments with negotiable interest rates, charges against the **RECIPIENT**'s share of road use tax funds, or other methods as approved by the **DOT**.

## SECTION 8: GENERAL

1. All notices required under this agreement shall be made in writing to the **DOT**'s and the **RECIPIENT**'s contact person. The **DOT**'s contact person shall be Troy Siefert, Living Roadway Trust Fund Coordinator, Iowa Department of Transportation, Office of Design, 800 Lincoln Way, Ames, Iowa, 50010, phone: 515-239-1768, email: troy.siefert@iowadot.us. The **RECIPIENT**'s contact person shall be Ms. Pamela Olson, Assistant to the Engineer, Jasper County Engineer, 910 N 11th Ave E, Newton, IA, 50208, phone: 641-792-5862, email: polson@co.jasper.ia.us.
2. The **RECIPIENT** agrees to defend, indemnify and hold **DOT** harmless from any and all liability arising out of or relating in any manner to the above-referenced project, including any and all suits, actions, or claims of any character arising out of or relating in any manner to the above-referenced project, including as well, but not limited to, matters relating to research, purchase of equipment, representation of the LRTF program at public events and the design, construction, maintenance, placement of traffic control devices, or inspection of the work associated with this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the **DOT**'s application review and approval process, work plan review and guidance, plan and construction reviews, and funding participation. It includes, but is not limited to claims for acts and omissions for which the **DOT** alone was or would be responsible.
3. The **RECIPIENT** shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code chapter 216, the Iowa Civil Rights Act of 1965. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the **RECIPIENT** receives state funds from the **DOT**.
4. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures.
5. If any part of this agreement is found to be void and unenforceable then the remaining provisions of the agreement shall remain in effect.
6. This agreement is not assignable without the prior written consent of the **DOT**.
7. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
8. This agreement as set forth in sections 1 through 9 herein, including referenced EXHIBITs, constitutes the entire agreement between the **DOT** 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

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this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the **DOT** and **RECIPIENT**.



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## SECTION 9: SIGNATORIES

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 90-50-LR20-302 as of the date shown opposite their signature below.

**RECIPIENT:** Jasper County Engineer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
  Authorizing Official Signature    Signature Date

Title: \_\_\_\_\_  
  Authorizing Official Title (Printed)

### CERTIFICATION

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
  Name of Witness to Signature (Printed)    Title of Witness to Signature (Printed)

\_\_\_\_\_, and that \_\_\_\_\_, who  
  Authorizing Official Signatory (Printed)

signed said Agreement for and on behalf of \_\_\_\_\_  
  Applicant Name (Printed)

was duly authorized to execute the same by virtue of a formal Resolution duly passed and

adopted by \_\_\_\_\_, on the \_\_\_\_\_  
  Applicant Agency Name (Printed)    Day Signed

day of \_\_\_\_\_, \_\_\_\_\_  
  Month Signed (Printed)    Year Signed

Signed: \_\_\_\_\_ Date: \_\_\_\_\_, \_\_\_\_\_  
  Witness to Signature    Month and Day Signed    Year Signed

Address: \_\_\_\_\_  
  Witness Address (Printed)

**IOWA DEPARTMENT OF TRANSPORTATION**  
Highway Division  
800 Lincoln Way, Ames, Iowa 50010

By: \_\_\_\_\_ Date: \_\_\_\_\_, \_\_\_\_\_  
Troy Siefert, Living Roadway Trust Fund Coordinator  
Office of Design

EXHIBIT A  
Recipient Grant Application

# LIVING ROADWAY TRUST FUND GRANT APPLICATION

Deadline: June 1st, 2019 4:00 p.m.

*Read Application Instructions and FY 2020 Funding Guidelines before completing application.*

Project Name: JASPER COUNTY SPRAY AND BURN VEHICLE

## APPLICANT INFORMATION

Grant Applicant (Agency, Organization, County...): Jasper County Engineer

Applicant Authorizing Official: Position/Title: County Engineer

Title: Mr. First Name: Russell Last Name: Stutt

Address 1: 910 N 11th Ave E

Address 2:

Address 3:

City: Newton State: IA ZIP Code: 50208

E-mail: rstutt@co.jasper.ia.us Phone: 641-792-5862 Fax:

Project Coordinator/Manager: Position/Title: Assistant to the Engineer

Title: Ms. First Name: Pamela Last Name: Olson

Address 1: 910 N 11th Ave E

Address 2:

Address 3:

City: Newton State: IA ZIP Code: 50208

E-mail: polson@co.jasper.ia.us Phone: 641-792-5862 Fax:

## NOTIFICATION FOR WORK IN RIGHT-OF-WAY (PLANTING) PROJECTS

If applicable, select the type of right-of-way in which the proposed project will occur: County

Jurisdiction representative who has been notified of the project proposal:

Name: Russ Stutt Title: Jasper County Engineer

E-mail: rstutt@co.jasper.ia.us Phone: 641-792-5862

Have all required permits, environmental clearances, easements and notifications been made or acquired? Yes

If no, please explain:

**PROJECT INFORMATION**

Project Funding Category:  Grant Applicant Type:

Project Type:

If Other Related Project type was selected please explain:

Estimated Start Date (MM/DD/YYYY):  Estimated Completion Date (MM/DD/YYYY):

**Concise Project Summary:**

The purpose of this project is to continue with the establishment of a safe weed management and burning regimen within Jasper County through the purchase and use of a replacement Utility Vehicle (UTV). This vehicle will replace 2005 Kawasaki Mule that has recently become unrepairable and is insufficient for current needs. The replacement UTV will be used to hold a 65 gallon firefighting system and also chemical spraying system. Jasper County promotes an aggressive fire management regimen in coordination with Jasper County Conservation while managing over 7,000 acres of roadsides, native and non-native prairies, wetlands, and woodlands. In addition to roadside management, ecosystem management, and habitat improvement, Jasper County actively uses fire management as an educational tool while hosting an annual evening public prairie burn where benefits of controlled burns are discussed and the public observes a live burn administered by conservation staff. The UTV is a vital part as it is used as the primary firefighting apparatus.

A smaller utility vehicle large enough to carry all of our spraying and firefighting equipment is necessary to continue this program. Due to the terrain of roadsides and many management areas, they are unreachable by highway rated vehicles and not having one of would greatly decrease our ability to implement the program and increase the danger to all involved.

**Detailed Project Description:**

The requested funding is for a 2019 Polaris Ranger XP 1000. This particular model was selected due to its ground clearance as many of the areas of management are very rugged and the higher ground clearance is beneficial. It also produces over 80 hp, a towing capacity of over 2500 lbs, and a payload capacity of 1500 lbs that allows for towing of additional trailers with supplies to our areas while the box will hold our current spraying and firefighting equipment which weighs roughly 900lbs. Our previous UTV was not sufficiently powered to fully utilize our current equipment and we were forced to adjust cargo. Additionally, the 3-person capacity better allows us to bring personnel to hard to reach areas. The additions to the base model we requested were for a front winch and 10 ply tires due to the terrain and flat tires encountered in previous spray and burning operations and a roof to protect from the elements. Safety and warning lights will be removed from disabled UTV and utilized on the new one. Other makes and models were looked at, but ultimately the Polaris offered the specs that meet our needs, an extremely competitive price, and the local dealer support to ensure prompt service for any repairs that be needed.

**PROJECT COST SUMMARY**

| Line #                                    | Detailed Work Plan<br>(Please include all workplan items to detail total project cost, including all match amounts) | Amount                                 |
|---|---|--|
| 1   | Polaris Ranger XP 1000 with described additions   | \$16,674.00                            |
| 2   | Safety Lighting   | \$400.00                               |
| <input type="button" value="Add a Line"/> |   | <b>Total Project Cost:</b> \$17,074.00 |

**MATCH SUMMARY**

| Line #                                    | Cash Match Detail<br>(Please include all cash match items found in the previous section) | Amount                                     |
|---|--|--|
| 1   | Cash match supplied by Jasper County   | \$6,674.00                                 |
| <input type="button" value="Add a Line"/> |  | <b>Total Cash Match Amount:</b> \$6,674.00 |

| Line #                                    | In-Kind Match Detail<br>(Please include all in-kind match items found in the previous section) | Amount                                      |
|---|--|---|
| 2   | safety lighting  | \$400.00                                    |
| <input type="button" value="Add a Line"/> |  | <b>Total In-Kind Match Amount:</b> \$400.00 |
|   |  | <b>Total Grant Match Amount:</b> \$7,074.00 |

**GRANT REQUEST SUMMARY**

**Total Project Cost:** \$17,074.00

**Total Matching Funds:** \$7,074.00

**Grant Match Percentage:** 41%

**Grant Amount Requested:** \$10,000.00

(Enter the amount of the grant for which you are applying)

**Reimbursement Frequency:** One Time (at Conclusion of Project)

## Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa that are due beginning January 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

**Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.**

- The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project:

Indicate which groups are impacted:

- Women     Persons with a disability     Blacks     Latinos     Asians  
 Pacific Islanders     American Indians     Alaskan Native Americans     Other

- The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project:

Present the rationale for the existence of the proposed program or policy:

Provide evidence of consultation with representatives of the minority groups impacted:

Indicate which groups are impacted:

- Women     Persons with a disability     Blacks     Latinos     Asians  
 Pacific Islanders     American Indians     Alaskan Native Americans     Other

- The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact:

This project will focus upon purchasing a UTV necessary to perform effective weed management and burning practices on over 1400 acres of roadside prairie areas managed by Jasper County. The equipment will be utilized by staff for management, but will also be used as a teaching tool for interns and during public prairie management events.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: Pamela Olson

Title: Assistant to the Engineer

### Definitions

"Minority Persons", as defined in Iowa Code Section 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians, or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability", as defined in Iowa Code Section 15.102, subsection 7, paragraph "b", subparagraph (1):

*b.* As used in this subsection:

- (1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency", as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.



**APPLICATION CERTIFICATION:**

I, the undersigned, certify that this project has been approved for submittal for Living Roadway Trust Fund grant

Grant Applicant (Agency, Organization, County...): Jasper County Engineer

Applicant Authorizing Official: Position/Title: County Engineer

Title: Mr. First Name: Russell Last Name: Stutt

**Submission Checklist:**

- Iowa DOT Form 841702 (pages 3-6 and 9 of this document)
- Minority Impact Statement Form 105101 (pages 7 & 8 of this document)
- Supplemental Supporting Information (please attach using the Add Attachment button below)

Add Attachment

Print Application

Submit Application

**FOR INTERNAL USE ONLY**

Project Title: Polaris Ranger XP1000 UTV

File Name: FY2020\_co\_Jasper\_eq\_UTV\_FORM

County Name: Jasper County Number: 50 Received: May 31, 2019



Van Wall Equipment  
502 Highway 117 North  
Colfax, Iowa 50054  
515-674-3565

Quoted For:  
Jasper County

|   |                          |
|---|--------------------------|
| Machine Quote   | Quote Expires: 8-25-2019 |
| Disc.   |                          |
| 2019 Polaris Ranger XP1000 Sage Green W/ Power Steering | \$14,999.00              |
| Roof  | \$300.00                 |
| 6000# Winch W/ Auto Stop                                | \$855.00                 |
| 10 Ply Tires  | \$520.00                 |
| All Accessories Installed                               |                          |
|   | Sub-Total \$16,674.00    |
|   | Tax                      |
|   | Total \$16,674.00        |

**Thank You For Shopping with us**

If you have any questions regarding this quote,  
Please feel free to call us

QUOTE



# *RANGER XP*® 1000 EPS

## Specifications

Change Model

### Engine & Drivetrain

Cooling

Liquid

Cylinders Displacement

999cc

Drive System Type

High Performance On-Demand True AWD/2WD/VersaTrac Turf Mode

Engine Braking System (EBS)

Standard

Engine Type

4-Stroke Twin Cylinder DOHC

Fuel System/Battery

Electronic Fuel Injection

Transmission/Final Drive

Automatic PVT H/L/N/R/P; Shaft

### Dimensions

Bed Box Dimensions (L x W x H)

36.75 x 54.25 x 12.5 in (93.3 x 137.8 x 31.75 cm)

Estimated Dry Weight

1,565 lb (709.9 kg)

Front/Rear Rack or Box Capacity

N/A lbs / 1,000 lbs (N/A kg / 454 kg)

Fuel Capacity

11.5 gal (43.5 L)

Ground Clearance

13 in (33 cm)

Overall Vehicle Size (L x W x H)

120 x 62.5 x 77 in (305 x 158 x 196 cm)

Payload Capacity

1,500 lb (680.4 kg)

Person Capacity

3

Wheelbase

81 in (206 cm)

### Brakes

Front/Rear Brakes

4-Wheel Hydraulic Disc with Dual-Bore Front Calipers

Parking Brake

Park In-Transmission

## Additional Specifications

Adjustable Driver Seat

Standard

Cargo System

Lock & Ride®

Front Suspension

Dual A-Arm 11 in (27.9 cm) Travel

Hitch Towing Rating

2,500 lb (1,133.9 kg)

Hitch Type

Standard 2 in (5 cm) Receiver

Instrumentation

Dual-sweep Analog Dials w/ 4" LCD Rider Information Center: User Selectable Blue/Red Backlighting & Brightness, Programmable Service Intervals, Speedometer, Tachometer, Odometer, Tripmeter, Clock, Hour Meter, Gear Indicator, Fuel Gauge, Coolant Temperature, Voltmeter, Service Indicator and Codes, Seat Belt Reminder, DC Outlet

Lighting

55W low/ 60W high, LED Tail

Other Standard Features

Polaris Pulse™ Electrical System, Premium Cut & Sew Seats

Rear Suspension

Dual A-Arm, IRS 11 in (27.9 cm) Travel

Tilt Steering

Standard

## Tires / Wheels

Electronic Power Steering

Standard

Front Tires

27 x 9-12; Maxxis MU511

Rear Tires

27 x 11-12; Maxxis MU521

Wheels

Aluminum Black Xcelerator 2.0

82

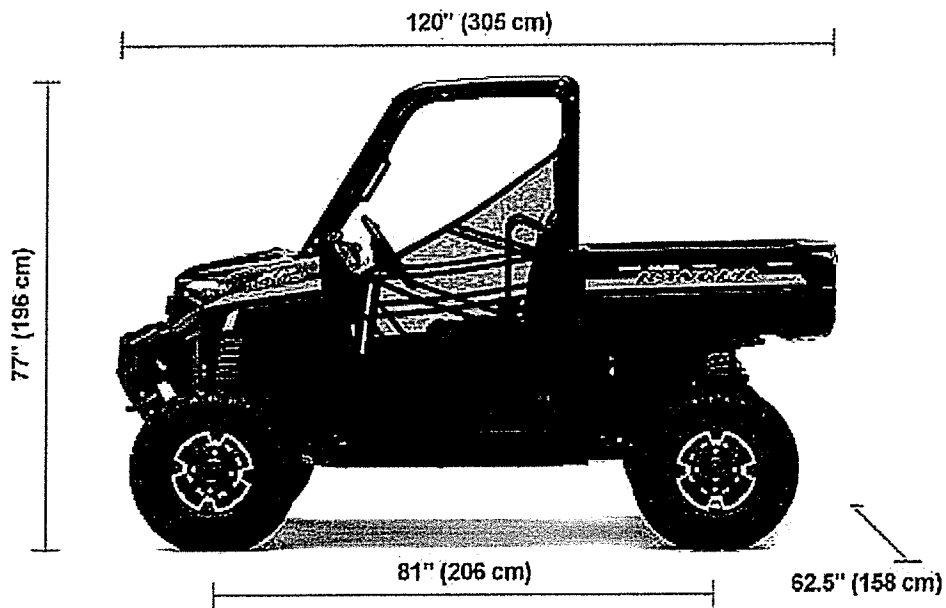
Horsepower

3

Person Capacity

13"

Ground Clearance



0 1

EXHIBIT B  
Reimbursement Form

**Instructions for completing Form 841700  
REQUEST FOR REIMBURSEMENT OF LIVING ROADWAY TRUST FUND GRANT PROJECT COSTS  
AND  
DIRECT VENDOR OR SERVICES PAYMENTS**

This form is for documenting eligible costs that are to be: (1) reimbursed to the grant Recipient for costs already incurred, (2) requested to be paid directly to a vendor as a direct vendor payment after the equipment has been received and checked in on the invoice as required or (3) payment for services, including direct and indirect costs, as indicated in the project agreement. Each type has a separate line for data entry.

*Please Use the Tab key on your keyboard to scroll through and fill in all appropriate information in the shaded entry fields on the form(s).*

Claim Number: Enter the claim number. The first claim is Claim 1, the next is Claim 2 and so on.

Check the checkbox with the computer mouse for final reimbursement when completing the final reimbursement claim.

Date: Enter the date the claim is prepared.

Enter the Iowa DOT Project Number, Grant Recipient and Project Name as they are indicated in the project agreement.

Line 1. Enter the maximum state funds payable per the Iowa DOT project agreement.

Line 2. If applicable, enter the amount of "Local Contribution" included in the total project cost. The local contribution amount is the combination of in-kind and organization funds contributed to the project.

Line 3. This is the sum of the state-fund award, the in-kind contribution and local contribution. This field is automatically calculated.

Line 4. Enter the dollar amount of *eligible* costs requested for Reimbursement of Grant Items costs incurred by the Recipient for this claim in Column A. Enter the total cumulative dollar amount of *eligible* costs requested for Reimbursement of Grant Items costs incurred by the Recipient to date, including this claim, in Column B.

Line 5. Enter the dollar amount of *eligible* costs requested for Direct Vendor Payments for this claim in Column A. Enter the total cumulative dollar amount of *eligible* costs requested for Direct Vendor Payments to date, including this claim, in Column B. Each Direct Vendor Payment must use a separate request form and should only include costs for a single vendor.

Line 6. This is the Subtotal dollar amount of *eligible* costs requested for Reimbursement of Grant Items costs incurred by the Recipient and costs requested for Direct Vendor Payments. This field is automatically calculated.

Line 7. Enter the dollar amount paid by the Iowa DOT for *eligible* costs requested for Reimbursement of Grant Items. This includes costs incurred by the Recipient and costs requested for Direct Vendor Payments prior to this claim.

Line 8. This is the subtotal dollar amount of this payment/final payment for Reimbursement of Grant Items costs incurred by the Recipient and costs requested for Direct Vendor Payments. This field is automatically calculated.

Line 9. Enter the dollar amount of Indirect and Direct costs requested for Services costs for this claim in the appropriate field in Column A. Enter the total cumulative dollar amount of *eligible* Indirect and Direct costs requested for Services costs incurred by the Recipient to date, including this claim in the field in Column B.

Line 10. This is the subtotal dollar amount *eligible* for Services Costs. This field is automatically calculated.

Line 11. Enter the dollar amount paid by the Iowa DOT for *eligible* Services Costs prior to this claim.

Line 12. This is the subtotal dollar amount due this payment/final payment for Services Costs. This field is automatically calculated.

Line 13. This is the total dollar amount due for Reimbursement of Grant Items costs incurred by the Recipient, costs requested for Direct Vendor Payments and Services Costs for this claim. This field is automatically calculated.

**NOTE: Reimbursement claims must be accompanied by an original signed reimbursement claim form (841700), and copies of all invoices (with beginning and ending dates) and proof of processed payment and/or in-kind contribution documentation totaling 100% of the amount of work for which reimbursement is being requested. Direct vendor payment requests must be accompanied by a copy of the vendor invoice with the items received, circled, signature and printed name of the authorized person who received the invoiced item(s) and the date received.**

**REQUEST FOR REIMBURSEMENT OF LIVING ROADWAY TRUST FUND GRANT PROJECT COSTS  
AND  
DIRECT VENDOR OR SERVICES PAYMENTS**

\*\*\* PLEASE READ THE INSTRUCTIONS FOR COMPLETING THIS FORM BEFORE YOU PROCEED\*\*\*

**Project Information**

Claim Number: \_\_\_\_\_ Check for Final Reimbursement  Date: \_\_\_\_\_ Iowa DOT Project Number: \_\_\_\_\_  
 Grant Recipient: \_\_\_\_\_  
 Project Name: \_\_\_\_\_

|   |  |        |
|---|--|--------|
| 1 | Maximum State Funds payable per the Iowa DOT project agreement:  | \$0.00 |
| 2 | Local Contribution ( including in-kind and organization funds contributed to the project if applicable): | \$0.00 |
| 3 | Total Project Cost:  | \$0.00 |

**Grant Items for Reimbursement to the Recipient and Costs Paid Directly to Vendor**

|  |  | This Claim Amount [A] | Cumulative Claim Amount [B] |
|--|--|-----------------------|-----------------------------|
| <b>Grant Items to be Reimbursed to the Recipient</b> |  |                       |                             |
| 4  | Total dollar amount of Grant Items costs claimed:  | \$0.00                | \$0.00                      |
| <b>Grant Items to be Paid Directly to Vendor</b>     |  |                       |                             |
| 5  | Total dollar amount of Vendor invoice(s):  |                       | \$0.00                      |
| 6  | <b>Subtotal dollar amount eligible for Reimbursement and Direct Vendor Payments:</b>                     |                       | \$0.00                      |
| 7  | Dollar amount paid by the Iowa DOT for these items prior to this claim:                                  |                       | \$0.00                      |
| 8  | <b>Subtotal dollar amount due this payment/final payment for Grant Items and Direct Vendor Payments:</b> |                       | \$0.00                      |

**Services Payments**

|    |   | Indirect | Direct | Cumulative Claim Amount [B] |
|----|---|----------|--------|-----------------------------|
| 9  | Total dollar amount of Services costs claimed:  | \$0.00   | \$0.00 | \$0.00                      |
| 10 | <b>Subtotal dollar amount eligible for Services Costs</b>                               |          |        | \$0.00                      |
| 11 | Dollar amount paid by the Iowa DOT for Services prior to this claim:                    |          |        | \$0.00                      |
| 12 | <b>Subtotal dollar amount due this payment/final payment for Services:</b>              |          |        | \$0.00                      |
| 13 | <b>Total dollar amount due for Reimbursement of Direct Vendor Payments and Services</b> |          |        | \$0.00                      |

**CERTIFICATION**

I hereby certify that all eligible project costs for reimbursement and direct vendor payment is requested have been completed in compliance with the project plans, specifications, project agreement, the laws of the State of Iowa and the ordinances of the CITY/COUNTY or Local Public Agency, that the items claimed for payment are proper and true and that no part of this claim has been paid by the Iowa DOT.

\_\_\_\_\_  
 Recipient Representative (Computer Entry or Printed)

\_\_\_\_\_  
 Signature Date (Computer Entry or Printed)

\_\_\_\_\_  
 Recipient Representative Signature (Sign in Ink)

\_\_\_\_\_  
 Recipient Representative Title (Computer Entry or Printed)

**Make Check Payable to:**

\_\_\_\_\_  
 Grant Recipient or Designated Vendor (Computer Entry or Printed)

\_\_\_\_\_  
 Mailing Address (Computer Entry or Printed)

Submit an electronic version of this form and required documentation via email to [mibinaenot@speedconnect.com](mailto:mibinaenot@speedconnect.com) for review. Upon approval, mail signed original and required

|                       |          |      |
|-----------------------|----------|------|
| FOR INTERNAL USE ONLY | INITIALS | DATE |
| IDOT Approval         |          |      |



Resolution \_\_\_\_\_

STATE OF IOWA }  
Jasper County }

**TRANSFER ORDER**

\$15,000.00

Newton, Iowa, September 10, 2019

Doug Bishop, Treasurer, Jasper County, Iowa

**Transfer** Fifteen thousand dollars 00/100\*\*\*

From: 4000- JC Emergency  
Management Fund

To: Various Funds  
(See Below)

xxxx-99-0051-000-81400

Various Funds

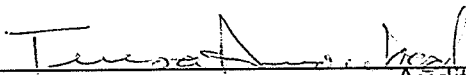
Account of: Director Request

**By Order of Board of Supervisors.**

NO. 1426

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Attest

  
\_\_\_\_\_  
Auditor/Designee

4001 - JC Emergency MGMT Hazmat Reserve  
4002- JC EGMT Capital Equipment Reserve

\$10,000.00  
\$5,000.00

=====  
\$15,000.00

All funding payable to the Contractor must be received by the County Treasurer Office [Iowa Code 331.552(1)]. If the Department is made aware the funding payable to the Contractor is deposited into an account other than County Treasury, all current & future contractual funds issued by the Department (regardless of contractual program) will be delivered to the Contractor only via Electronic Fund Transfer or by mailing the warrant to the Contractor if the EFT option has not been activated by the Contractor.

August 31, 2019

Tuesday, August 31, 2019 the Jasper County Board of Supervisors met in special session at 9:30 a.m. Supervisors Cupples and Carpenter present and accounted for; Chairman Carpenter presiding.

Motion by Cupples and seconded by Carpenter to go into closed session in accordance with Iowa Code Section 21.5(J) to discuss the purchase or sale of particular real estate.

YEA: CARPENTER & CUPPLES

There Board entered back into open session.

Motion by Cupples and seconded by Carpenter to adjourn the Tuesday, August 31, 2019 meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER & CUPPLES

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Dennis K. Parrott, Auditor

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Denny Carpenter, Chairman

September 3, 2019

Tuesday, September 3, 2019 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma, Cupples and Carpenter present and accounted for; Chairman Carpenter presiding.

Motion by Talsma and seconded by Cupples to adopt Resolution 19-71 to classify the level "B" portion of Ivory Street between Sections 15&16-80N-18W lying south of the North Skunk River in Kellogg Township in Jasper County, Iowa to a level "C" Area Surface Road with gates installed.

YEA: CUPPLES, TALSMA, CARPENTER

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

Motion by Talsma and seconded by Cupples to approve the suspension of taxes and special assessments for the following parcels:

|      |            |          |         |          |
|------|------------|----------|---------|----------|
| NWNT | 0827455007 | Hobert   | \$882   | \$1,730  |
| CFCF | 1102482008 | Peterson | \$850   | \$10,214 |
| NWNT | 0828451009 | Thomas   | \$1,778 | \$7,034  |
| MNMN | 1725427001 | Ross     | \$738   | \$738    |

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Cupples and seconded by Talsma to recognize and accept the letter from Ahlers & Cooney P.C. that waives and consents to any actual, potential or perceived conflict of interest because of their representation of all parties in the 28E Agreement for Central Iowa Regional Tactical Team (CIRTT).

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma and seconded by Cupples to approve claims for the period ending 9/3/2019.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Talsma and seconded by Cupples to approve Board of Supervisors minutes for 8/27/2019.

YEA: CUPPLES, TALSMA, CARPENTER

There were no Board Appointments.

Motion by Talsma and seconded by Cupples to adjourn the Tuesday, September 3, 2019 meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, TALSMA, CARPENTER

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Dennis K. Parrott, Auditor

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Denny Carpenter, Chairman