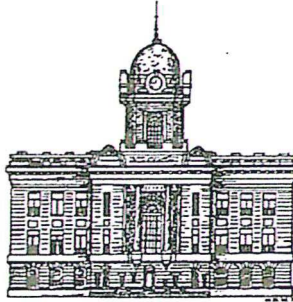


Jasper County, Iowa

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.jasperia.org

September 7, 2021

9:30 a.m.

Live Stream: <https://jasper.zoom.us/j/97712718501>

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

Pledge of Allegiance



- Item 1 New Century Farm Service**
 - a) Anhydrous Ammonia Tank Installation

- Item 2 Buildings & Grounds – Adam Sparks**
 - a) Administration Building Easement and Agreement

- Item 3 Engineer – Michael Frietsch**
 - a) Roadway Maintenance Agreement – Rock Creek State Park

- Item 4 Sheriff – John Halferty**
 - a) Governor’s Traffic Safety Bureau Annual Contract
 - b) Amendment No. 2 to the Inmate Telephone Service Agreement

- Item 5 General Assistance – Connie McQuiston**
 - a) Agreement between Polk County & Jasper County for Supplemental Food Program

- Item 6 Community Development – Kevin Luettters**
 - a) Set Public Hearing for Rezone of Salvage/Junkyard
(Recommended dates & times: September 21st, September 28th & October 5th at 9:30 am)
 - b) Set Public Hearing for Rezone for Parcel 10.29.100.009
(Recommended dates & times: September 21st, September 28th & October 5th at 9:30 am)
 - c) Resolution Approving Plat of Northway Plat 1

- Item 7 Auditor – Dennis Parrott**
a) Tenex Software Solution, Inc Software Purchase Agreement – Electronic Pollbook
- Item 8 Intergovernmental Agreement for Solid Waste Disposal
at Newton Sanitary Landfill**
- Item 9 Set Public Hearing for County Farm Lease Agreement**
(Recommended date & time: September 21st at 9:30 am)
- Item 10 Approval of Recorder’s Monthly Report for August 2021**
- Item 11 Approval of Board of Supervisors Minutes for 08/24/21**
- Item 12 Approval of Claims Paid through 08/31/21**

PUBLIC INPUT & COMMENTS



1017 Ogan Avenue P.O. Box 781 | Grinnell, Iowa 50112-0781 | (641) 236-3117 | Fax (641) 236-5363

To Jasper County Board of Supervisors:

To meet the demands of our customers, New Century FS is proposing the installation of a third 30,000-gallon anhydrous ammonia storage tank in rural Newton, Iowa. The tank will be located right next to the existing anhydrous ammonia storage tanks at 5616 Highway 14 E. With this installation, the total amount of anhydrous ammonia will increase from 60,000 gallons to 90,000 gallons.

The proposal is compliant with all ANSI/CGA G-2.1—2014, IAC, and IDALS installation standards for anhydrous ammonia storage. The request was approved by the Mariposa Township Trustees on August 20, 2021. Also on August 20, the site was approved by the Iowa Department of Agriculture and Land Stewardship.

Per the Iowa Department of Agriculture and Land Stewardship requirements for new anhydrous ammonia installations, New Century FS needs the Jasper County Board of Supervisors' written approval to move forward with the installation.

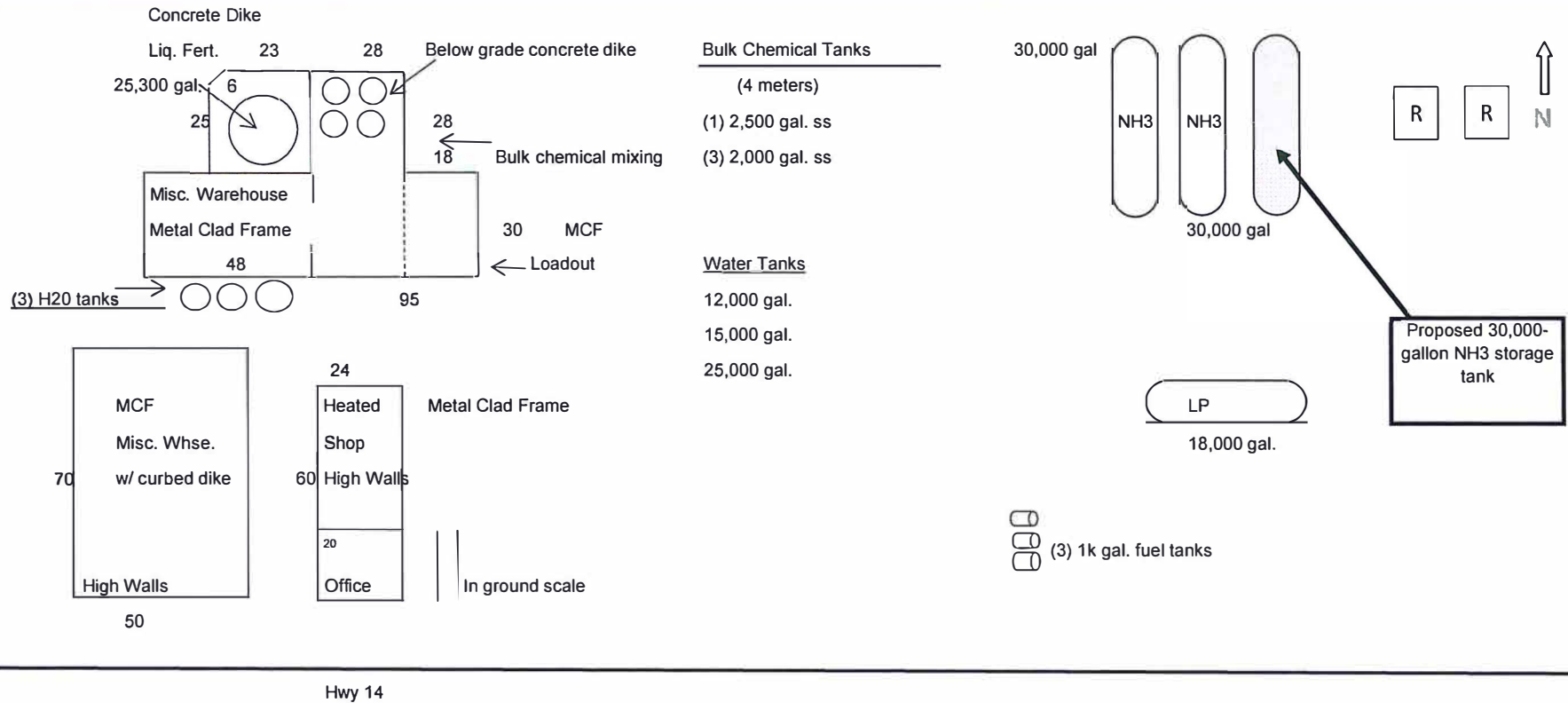
Please see the attached documents which highlight the proposed site plan including the GIS map with setbacks.

We appreciate your time and consideration about this matter.

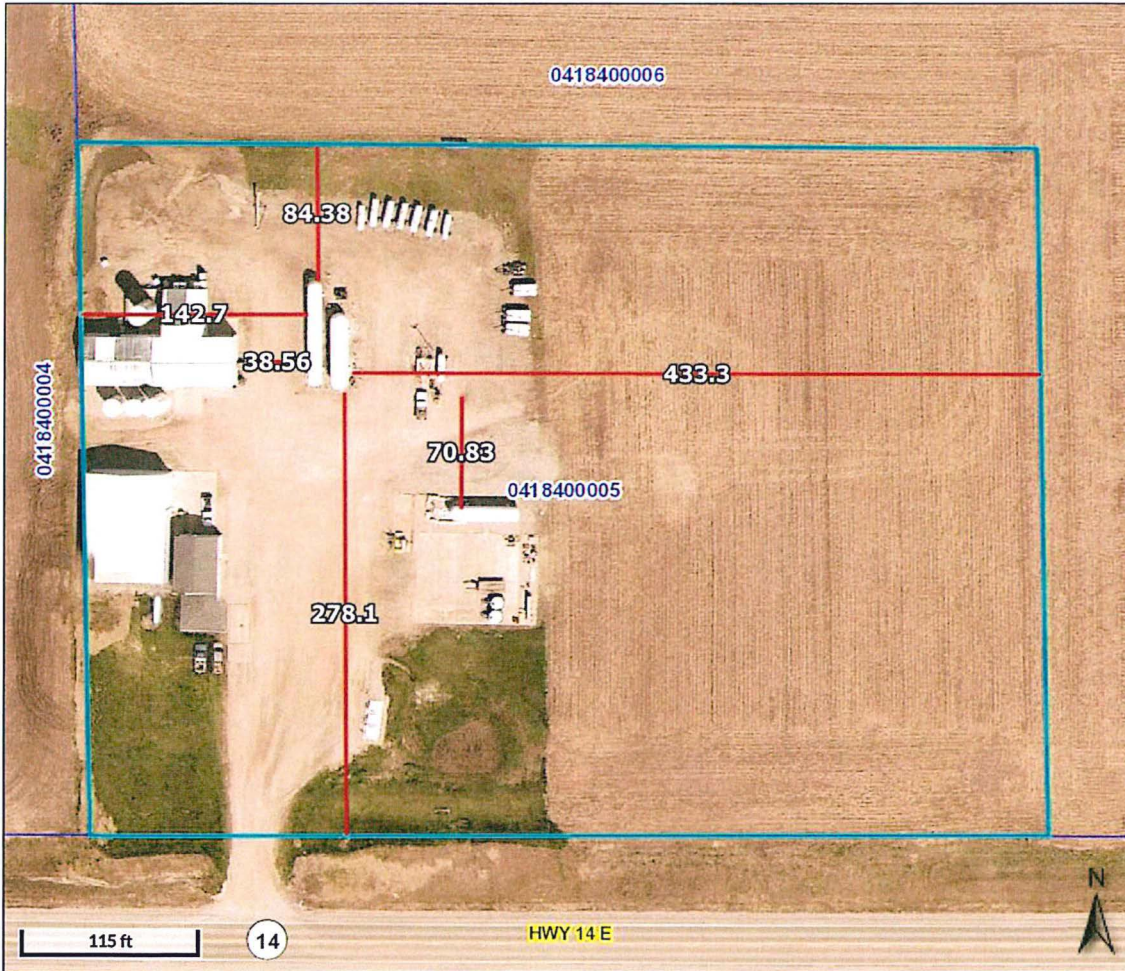
Thank you,

Dan Hart – Agronomy Operations Manager
Kayla Walls – Safety, Environmental, and Regulatory Director

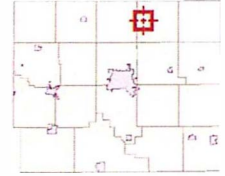
NEW CENTURY FS



Location: 5616 Hwy 14 E., Newton IA 50208 (Baxter Plant)



Overview



Legend

- Parcels
- Corporate Limits
- Political Township
- Roads
- Local
- Primary Highway
- Secondary Highway
- Other

Parcel ID	0418400005	Alternate ID	02920	Owner Address	POWESHIEK-JASPER
Sec/Twp/Rng	18-81-18	Class	I		FARM SERVICE CO
Property Address	5616 HWY 14 E	Acreage	5.96		1017 OGAN AVE PO BOX 781
	KELLOGG				GRINNELL, IA 50112
District	MRNT7				
Brief Tax Description	SECTION:18 TOWNSHIP:81 RANGE:18BEG SW CORNER SE SERUN E 600' N 489.8'W 600' S 495.6' TO BEG				
	(Note: Not to be used on legal documents)				

Jasper County Data Disclaimer

Please Read Carefully

This Jasper County Geographical Information System product contains information from publicly available sources that are subject to constant change. Jasper County makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of this product, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.

The information presented in this product does not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use. All drawing components (lines, curves, points, etc.) are created as a representation and should not be construed as actual.

Date created: 6/1/2021
 Last Data Uploaded: 5/31/2021 7:01:41 PM

August 23, 2021

New Century FS
1017 Ogan Ave
Grinnell, IA 50112

The Jasper county Mariposa township trustees met on August 20, 2021 and approved the addition of an anhydrous bullet at the Baxter location.

Sincerely,

A handwritten signature in black ink, appearing to read "Kent Langmaid". The signature is written in a cursive style with a large initial "K".

Kent Langmaid, trustee

EASEMENT AND AGREEMENT

WHEREAS, Jasper County purchased a new building referred to as, ORIGINAL PLAT LOTS 1-2-3-4-5-6-7-8 & ALL ALLEYS BEING ALL OF BLK 6, directly North of a property referred to as, ORIGINAL PLAT BLOCK 7 & ALL VACATED ALLEYS & VACATED N 3 AVE W, currently owned by Kishan Hospitality, LLC, located within Jasper County, Iowa and the City of Newton.

WHEREAS, the new property owned by Jasper County needs remodeling and repairs done to it.

WHEREAS, to complete such repairs Jasper County will to utilize the north alley of the property to the South.

WHEREAS, both parties agree the temporary construction easement from Kishan Hospitality LLC to Jasper County shall run as long as needed for remodeling is needed; and

IT IS THEREFORE AGREED, in consideration of \$1.00 and other valuable consideration as follows:

1. Kishan Hospitality, LLC shall grant a temporary construction easement to Jasper County for remodeling and repairs of the building located on their property.
2. The easement shall be for the Northern portion of the property that measures 59' wide X 277' long and as shown in Exhibit "A".
3. All the property described in this document is subject to any and all easements of record.
4. Kishan Hospitality, LLC shall be held harmless from any liability should someone be injured while on the property and injured due to construction done by Jasper County.

Date: 9/6/21

Date: _____

Kishan Hospitality, LLC

JASPER COUNTY

By: Larry Patel

By: _____

Larry Patel

Doug Cupples, Chairman

Attest:

By: _____

Dennis Parrott, Auditor

EXHIBIT "A"

EXHIBIT "A"



June 12, 2021

Russ Stutt, P.E.
Jasper County Engineer
910 North 11th Avenue East
Newton, IA 50208-1866

Subject: Fiscal Year 2022 Roadway Maintenance Agreement with Jasper County Board of Supervisors for Roads within Rock Creek State Park

Dear Russ,

Enclosed is a copy of the proposed Fiscal Year 2022 Roadway Maintenance Agreement for routine maintenance on institutional roads within Rock Creek State Park.

This agreement will be effective for the period beginning 7/1/2021 and ending 6/30/2022.

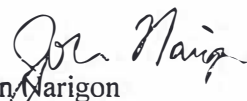
The terms of the agreement are the same as last year.

If you accept the proposed agreement, please sign and return a scanned copy by *email* or an original copy by *mail*. A scanned copy will be emailed for your records, and a paper copy can be mailed upon request.

Compensation for the prior fiscal year Roadway Maintenance Agreement will be processed at the end of June.

If you have any questions, please contact me at 515-986-5471 or John.Narigon@iowadot.us.

Sincerely,


John Narigon
District 1 Staff Engineer - South Area

Enclosure

cc: Tony Gustafson, IA DOT District 1
Lance Starbuck, IA DOT District 1
Cheryl Parish, IA DOT District 1
File



ROADWAY MAINTENANCE AGREEMENT

INSTITUTION Rock Creek State Park
AGENCY _____
COUNTY Jasper
CITY Newton

This written agreement made and entered into by and between Jasper County Board of Supervisors, Party of the First Part, and the Iowa Department of Transportation, Party of the Second Part. The parties hereby desire to enter into this roadway maintenance agreement concerning the following roadway:

Park roads in Rock Creek State Park

1. ROUTINE MAINTENANCE

- A. Party of the First Part will perform the following routine maintenance:
Winter maintenance such as snow and ice control; Roadside maintenance such as mowing, herbicide application, and maintaining clear channels through and adjoining drainage structures; Granular surface maintenance of shoulders and roadways such as application and shaping of granular material; Safety appurtenance maintenance such as repair of guardrail and safety grates; Traffic control device maintenance such as replacment of signs and pavement markings;
- B. Party of the First Part will perform the above described routine maintenance in compliance with the Iowa Department of Transportation’s standard maintenance policies and procedures which include, but are not limited to, the Department’s standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
Approved DOT policies, design guidance, and adopted national manuals (i.e. - MUTCD).
- C. Party of the Second Part will perform the following routine maintenance:
Pavement maintenance such as patching, joint/crack filling, spot HMA overlays, transverse joint leveling, strip sealing, and edge sealing;

2. SPECIAL MAINTENANCE

- A. Party of the First Part will perform the following special maintenance:
Not applicable
- B. Party of the First Part will perform the above described special maintenance in compliance with the Iowa Department of Transportation’s standard maintenance policies and procedures which include, but are not limited to, the Department’s standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
Not applicable
- C. Party of the Second Part will perform the following special maintenance:
Not applicable

3. PAYMENT

- A. It is agreed that payment for the routine maintenance operations will be made after the work has been completed for the fiscal year ending June 30, and payment for maintenance operations will be made after the work has been completed. It is also understood and agreed that the right is reserved by both Parties to review, adjust, or terminate this Agreement at any time, provided however that

written notice be given either Party at least thirty days prior to such review, adjustment, or termination.

B. Payment for routine maintenance at the rate of \$ 2,000.00 per lane mile per year.

Total lane miles 2.14 at \$ 2,000.00 per lane mile = \$ 4,280.00

C. Payment for special maintenance shall be made as follows:

4. AGREEMENT TIME PERIOD

Beginning Date: 7/1/2021

Ending Date: 6/30/2022

- 5. Party of the First Part agrees to indemnify and save harmless the Party of the Second Part, the State of Iowa, and its agents or employees from any and all causes of action, suits, at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature (including reasonable attorney fees), arising out of or in connection with the execution, performance, or attempted performance of this Agreement and work provided herein.
- 6. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
- 7. Party of the First Part will follow all federal and state laws and regulations with regard to worker safety and the handling and disposal of hazardous waste and/or substances in performing any maintenance task.
- 8. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum or amendment to this Agreement.

RECOMMENDED FOR APPROVAL:

Jasper County Board of Supervisors

(AGENCY) (COUNTY) (CITY) (BOARD)

BY _____

Chairman

(DATE)

TITLE _____

IOWA DEPARTMENT OF TRANSPORTATION

BY _____

Tony Gustafson, District 1 Engineer

(DATE)

ATTEST _____

Dennis Parrott, Auditor

(DATE)

**GOVERNOR'S TRAFFIC SAFETY BUREAU
IOWA DEPARTMENT OF PUBLIC SAFETY**

CONTRACT NUMBER: State and Community Highway Safety Grant
PAP 22-402-M0PT, Task 37-00-00
Impaired Driving Countermeasures Grant
PAP 22-405d-M6OT, Task 00-37-00

PROJECT TITLE: Jasper Co SO-HVE OT

ISSUING AGENCY: DPS/Governor's Traffic Safety Bureau

PROJECT CONTRACTOR: Jasper County Sheriff's Office

PROJECT BUDGET: Highway Safety Funded Amount: \$12,400.00

AGENCY/LAW/SOURCE: National Highway Traffic Safety Administration (NHTSA)
Public Law 114-94, Section 402 and Section 405d

Submit Reimbursement Claims To:

Todd Olmstead, Program Administrator
Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, Iowa 50319-0248

Issue Payment To:

Jasper County Sheriffs
2300 Law Center Drive
Newton, Iowa 50208

Submit Reports To:

Todd Olmstead, Program Administrator
Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, Iowa 50319-0248
515-725-6122, FAX 515-725-6133

Transmit Contract Information To:

Lieutenant Michael Gunsaulus
Jasper County Sheriff's Office
2300 Law Center Drive
Newton, Iowa 50208
641-792-5912, FAX 641-792-4202

The Contractor agrees to furnish and deliver all products and perform all services set forth in the attached Special Conditions for the consideration stated herein. The rights and obligations of the parties to this contract will be subject to and governed by the Special Conditions and the General Conditions. To the extent that any specifications or other conditions which are made a part of this contract by reference or otherwise conflict, the Special Conditions and the General Conditions will control. To the extent that any inconsistency between the Special Conditions and the General Conditions exists, the Special Conditions will control. When approved, the instrument becomes a contract to accomplish the provisions contained within the Fiscal Year 2022 Highway Safety Plan, State and Community Highway Safety Grant 22-402-M0PT, Task 37-00-00 and Impaired Driving Countermeasures Grant 22-405d-M6OT, Task 00-37-00, and thereby constitutes an official program with the Governor's Traffic Safety Bureau. This activity meets the requirements of Public Law 114-94 and the requirements set forth in the Governor's Traffic Safety Bureau Procedures Manual, as amended.

IN WITNESS THEREOF, the parties hereto have executed this contract on the day and year last specified below.

CONTRACTOR:

By _____

Date: _____

ISSUING AGENCY: Attest: _____
Dennis Parrott, Auditor

Date: _____

By Joanne K. Tinker
Joanne K. Tinker, Acting Bureau Chief

Date: 8/20/2021

Effective Date: 10/01/21

Expiration Date: 09/30/22

- 4.2 A cumulative final report due November 1, 2022 covering accomplishments of Statement of Work and Services.
- 4.3 Any reports and products deemed prudent by the Issuing Agency or Contractor.
- 4.4 A copy of all audit reports within 30 days of completion of said audit.
- 4.5 Monthly activity reports due the 15th of the following month on forms provided by the DPS/GTSB that quantify project activities as well as total departmental effort.

Article 5.0 Designation of Officials.

- 5.1 DPS/GTSB - The Governor's Representative for Highway Safety and the Director of the Governor's Traffic Safety Bureau are the only persons authorized to execute and approve any changes in terms, conditions, or amounts specified in this Contract.
- 5.2 Contractor Designee, Sheriff John Halferty, is designated to approve in writing, on behalf of the Contractor, the Claim for Reimbursement and any negotiated changes in this Contract.

Article 6.0 Key Personnel. The Contractor hereby assigns the duties and responsibilities of project administration to Lieutenant Michael Gunsaulus, representing the Contractor in this agreement.

Article 7.0 Time of Performance. The services of the Contractor will commence on or after the effective date stipulated on the signature page and will be completed before or by the expiration date.

Article 8.0 Modification of General Conditions. None.

Article 9.0 Additional Special Conditions.

- 9.1 Expense Documentation. The Contractor will document the expenditure of such funds authorized as eligible for reimbursement in accordance with the conditions of this Contract upon submission of the Claim and, for equipment, the Equipment Accountability Report as supplied by the DPS/GTSB.
- 9.2 Policies and Procedures. The Contractor will comply with all policies and procedures contained in the Iowa DPS/GTSB Policies and Procedures Manual, as amended, including appropriate attachments provided by the DPS/GTSB in accordance with Section 402 and Section 405d of the Fixing America's Surface Transportation Act, and the Iowa Administrative Code, Section 661, Chapter 20.
- 9.3 Copyrights. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
 - b. Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.
- 9.4 Debarred, Suspended and Ineligible Status. The Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended or declared ineligible by any agency of the State of Iowa or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. The Contractor will immediately notify the DPS/GTSB if the Contractor is debarred by the State or

System for Award Management Exclusions website (<https://www.sam.gov/>).

- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

b. *Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions*

- 1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - ii. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - iv. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

c. *Instructions for Lower Tier Participant Certification*

- 1) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- 3) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- a. *Title.* Except as provided in paragraphs (e) and (f) of this section, title to equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 will vest upon acquisition in the State or its subrecipient, as appropriate, subject to the conditions in paragraphs (b) through (d) of this section.
- b. *Use.* All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the Regional Administrator, and neither the State nor any of its subrecipients or contractors shall encumber the title or interest while such need exists.
- c. *Management and disposition.* Subject to the requirements of paragraphs (b), (d), (e), and (f) of this section, States and their subrecipients and contractors shall manage and dispose of equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 in accordance with State laws and procedures.
- d. *Purchases and dispositions.* Contractors shall receive prior written approval for all in-car camera purchases and any equipment purchases over \$4,000 from GTSB by submitting a quote from the vendor for the equipment to verify the acquisition price. GTSB will determine if further approval is required from NHTSA based on the acquisition price on the quote. Claims for equipment submitted by the Contractor must match the quote exactly which was approved by GTSB. GTSB considers equipment purchased using federal funds to have a useful life expectancy of at least a 5 years minimum unless documentation is provided to the contrary.
 - 1) Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more shall be subject to the following requirements:
 - i. Purchases shall receive prior written approval from GTSB and NHTSA. Failure to secure prior approval will result in the contractor being responsible for the cost of the equipment purchase; retroactive approval from NHTSA is not an option.
 - ii. Dispositions shall receive prior written approval from NHTSA unless the equipment has exceeded its useful life as determined by GTSB policy.
 - 2) Equipment with a useful life of more than one year and an acquisition cost of less than \$5,000 shall be subject to the following requirements:
 - i. Dispositions shall be reported to GTSB.
 - ii. Equipment destroyed during its useful life shall be replaced by the department. The department will notify GTSB of the date the equipment was rendered unusable and the replacement information to include: manufacturer, date equipment was received, serial number and a photo with serial number.
- e. *Right to transfer title.* The Regional Administrator may reserve the right to transfer title to equipment acquired under this part to the Federal Government or to a third party when such third party is eligible under Federal statute. Any such transfer shall be subject to the following requirements:
 - 1) The equipment shall be identified in the grant or otherwise made known to the State in writing;
 - 2) The Regional Administrator shall issue disposition instructions within 120 calendar days after the equipment is determined to be no longer needed for highway safety purposes, in the absence of which the State shall follow the applicable procedures in 2 CFR parts 200 and 1201.
- f. *Federally-owned equipment.* In the event a State or its subrecipient is provided federally-owned equipment:
 - 1) Title shall remain vested in the Federal Government;
 - 2) Management shall be in accordance with Federal rules and procedures, and an annual inventory listing shall be submitted by the State;

requirements of the Non- Discrimination Authorities identified in this Assurance;

- c. Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- d. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- e. Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees:

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

9.7 Buy America Act. The Contractor will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires Contractors to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

9.8 Political Activity (Hatch Act). The Contractor will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. As such, the Contractor will not subcontract with any agency to conduct DPS/GTSB contract-related activities.

be the amount specified under Article 12.0 subject to Article 11.0 herein. It is further understood and agreed the total of all payments to the Contractor by the DPS/GTSB for all work and services required under this Contract will not exceed \$12,400.00 unless modified by written amendment of this Contract as provided in Section 1.0 of the General Conditions.

- 10.2 Claim for Reimbursement. All payments to the Contractor will be subject to the DPS/GTSB's receipt of a Claim and documentation. If claiming equipment, an Equipment Accountability Report must also be submitted. The Contractor must perform services and receive merchandise between the effective dates of the contract and pay for expenses prior to submitting the claim for reimbursement. A Claim will be submitted on a form provided by the DPS/GTSB. No payments will be made if required reports are more than two months past due unless approved by the DPS/GTSB Director.
- 10.3 Receipt of Federal Funds.
- a. All payments hereunder will be subject to the receipt of federal funds by the DPS/GTSB. The termination, reduction, or delay of federal funds to the DPS/GTSB may be reflected by a corresponding modification to the conditions of this Contract.
 - b. 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 failure of the State of Iowa to appropriate funds, discontinuance or material alteration of the program for which funds were provided, the DPS/GTSB will have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Contract will become null and void on the last day of the fiscal year for which appropriations were received, except that if an appropriation to cover cost of this Contract becomes available within sixty (60) days subsequent to termination under this clause, the DPS/GTSB agrees to re-enter a Contract with the terminated Contractor under the same provisions, terms and conditions as the original Contract.
 - c. In the event of termination of this Contract due to non-appropriation, the exclusive, sole and complete remedy of Contractor will be payment for services rendered prior to termination.
- 10.4 Non-Performance Termination. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Contractor shall violate any of the agreements or stipulations of this contract, the DPS/GTSB shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The DPS/GTSB shall be the sole arbitrator of whether the Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Contractor or its subcontractor under the provisions of this contract. The Contractor and the DPS/GTSB further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.
- 10.5 The Contractor will arrange for a single audit to be performed in accordance with 2 CFR 200 when, as a non-federal entity, the Contractor receives \$750,000.00 or more in federal funds. The federal agency, National Highway Traffic Safety Administration, Department of Transportation, passes funds through the Department of Public Safety, Governor's Traffic Safety Bureau. The Catalog of

11.9 Key dates:

- a. By November 15, 2021 and the 15th of each subsequent month through October 15, 2022, submit a monthly report as specified in Article 4.5.
- b. By July 31, 2022, receive one speed trailer and two PBTs as specified in Article 11.8(f) and (g).
- c. By August 10, 2022, submit claim for expenses incurred through June 30, 2022.
- d. By November 1, 2022, submit an annual report as specified in Article 4.2.
- e. By November 15, 2022, submit final claim for reimbursement.

11.10 Reporting requirements/performance measures:

- a. At least 63 hours of general overtime enforcement conducted and all overtime and agency traffic enforcement contacts reported showing a sustained effort based on past performance.
- b. At least 84 hours of impaired overtime enforcement conducted and all overtime and agency traffic enforcement contacts reported showing a sustained effort based on past performance.
- c. Two targeted traffic enforcement projects completed and results reported.
- d. Twelve public information activities conducted, documented and reported.
- e. Two occupant protection surveys completed and reported.
- f. One speed trailer and two PBTs purchased and utilized.

Article 12.0 Project Budget.

	<u>Highway Safety Funds</u>
Personnel Services	
Directed overtime for general enforcement (402)	\$ 3,000.00
Directed overtime for impaired enforcement (405d)	\$ 4,000.00
Equipment	
One speed trailer (402)	\$ 4,500.00
Two PBTs (405d)	<u>\$ 900.00</u>
TOTAL	\$ 12,400.00

**AMENDMENT No. 2 to the
INMATE TELEPHONE SERVICE AGREEMENT**

This Amendment No. 2 to the Inmate Telephone Services Agreement with its Cutover Date of 11/30/2016, as previously amended (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** and **Jasper County Sheriff's Office**.

WHEREAS, the parties previously amended the Agreement on 3/21/2019 to align the calling rates with the FCC's interim rate caps; and

WHEREAS, the parties now agree as follows:

1. Capitalized terms not expressly defined herein shall have the meaning ascribed thereto under the Agreement.
2. The current Term of the Agreement is hereby amended to be through November 29, 2026. Thereafter, the optional one-year renewals will continue to apply pursuant to Section 1 of the Agreement.
3. The Commission rate, set forth in the first paragraph of Exhibit D to the Agreement, is hereby amended to be 50% of the gross revenue for all call types generated from County's Service Locations.
4. Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives:

**Inmate Calling Solutions, LLC
d/b/a ICSolutions**

Jasper County Sheriff's Office

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

Attest: _____
Dennis Parrott, Auditor

**AGREEMENT
BETWEEN
POLK COUNTY, IOWA AND JASPER COUNTY, IOWA
FOR SUPPLEMENTAL FOOD PROGRAM SERVICES**

1. **PARTIES.** Polk County, Iowa, a political subdivision organized and existing under the laws of the State of Iowa (hereinafter referred to as “Polk County”), and Jasper County, Iowa (hereinafter referred to as “Jasper County”) are memorializing their cooperative agreement to have Polk County provide Commodity Supplemental Food Program (“CSFP”) services to eligible Jasper County residents.
2. **PURPOSE.** This Agreement for Supplemental Food Program Services (hereinafter referred to as “Agreement”) describes the services to be provided pursuant to the Code of Federal Regulations 7 C.F.R. §247. The purpose of the Agreement is to provide commodity food to as many persons as are eligible, up to 200 total.
3. **ELIGIBILITY.** Services will be provided to program participants. “Participants” are low-income senior citizens aged 60 and older.
4. **ADMINISTRATION.** This Agreement will be administered by the Polk County Department of Community, Family and Youth Services’ Supplemental Foods Program Administrator in accordance with Iowa Department of Human Services and the United States Department of Agriculture contract regulations. No new legal or administrative entity is created by this Agreement.
5. **TERM AND TERMINATION.** This Agreement is effective for the term of October 1, 2021 through September 30, 2024. This Agreement may be terminated by:
 - a. the termination or expiration of all commodity supplemental food distribution agreements between Polk County and the State of Iowa, or
 - b. by either party upon not less than sixty (60) days written notice provided to the other party.
6. **SERVICES.** Food packages will be delivered to Jasper County, by Polk County, for distribution to Participants. Up to 200 Jasper County participants may obtain food packets in any month.
7. **RESPONSIBILITIES OF POLK COUNTY.**
 - a. Polk County will coordinate the recruitment, enrollment and orientation of participants pursuant to 7 C.F.R. §247.
 - b. Polk County will order, handle and warehouse all food items in compliance with 7 C.F.R. §247 and other state and federal regulations.
 - c. Polk County will provide all personnel, supplies and equipment needed to ensure delivery of the services under this Agreement and pursuant to 7 C.F.R. §247.
 - d. Polk County will complete, maintain and submit all reports and documents as required in 7 C.F.R. §247.
8. **RESPONSIBILITIES OF JASPER COUNTY.**
 - a. Jasper County will provide all necessary information to Polk County CSFP staff for the operation of the Supplemental Food Program and determination of eligibility.
 - b. Jasper County will compensate Polk County for each food package distributed to Jasper County participants.

c. Jasper County will designate a liaison to ensure effective implementation of the program and will make payment to Polk County within thirty (30) days of invoice.

9. **CONSIDERATION AND PAYMENT.** The agreed rate for each distribution is five dollars (\$5.00) per food package to be paid by Jasper County to Polk County. A minimum of five hundred dollars (\$500.00) shall be paid by Jasper County to Polk County each calendar month regardless of the number of packages actually distributed, throughout the term of this Agreement.

10. **INDEMNIFICATION.** Jasper County shall indemnify, defend and hold harmless Polk County, its Board of Supervisors, Elected and Appointed Officials, Officers, Directors, Employees, Agents, their predecessors, successors and Assigns from and against any and all claims, disputes, demands, liabilities, damages, loss, cost and expense, including without limitation reasonable legal and accounting fees, that may be asserted, claimed against or recovered from by Polk County by reason of any personal injury, bodily injury including death, or damages claimed or sustained by any person(s) or property, including loss of use thereof, and economic damages arising out of or are in any way connected in anyway with terms of this Agreement, including but not limited to Jasper County's act, omission, negligence, default or mismanagement of Jasper County, its employees, agents or subcontractors in the performance of any of Jasper County's duties imposed by this Agreement, or by law.

11. **CONFIDENTIALITY.** The disclosure of information shall be in accordance with the 7 C.F.R. §247 and state open records guidelines.

12. **INSURANCE AND CERTIFICATE REQUIREMENTS.**

Jasper County shall secure and maintain throughout the duration of this contract, insurance of such types and not less than the amounts specified herein. The Contracting Authority (**POLK COUNTY, IOWA**) shall be named as "Additional Insured," using the following language: **"POLK COUNTY IOWA, Its Elected and Appointed Officials, Employees, Agents, Their Predecessors, Successors and Assigns."**

Insurance coverage will be considered acceptable when provided in one of the following methods:

Jasper County shall furnish the Contracting Authority with a proper Certificate of Insurance or affidavits executed by representatives of duly qualified insurance companies, doing business in IOWA for approval by the Contracting Authority.

If self-insured, Jasper County must provide evidence of ability to cover the same liability limits indicated in this section, and agree to the same "additional insured" and "governmental immunity" clauses"

The Certificate shall identify the following: the insurance company firm name and address; Jasper County name and address; insurance policy(s) number(s); policy period; type of policy and coverage; limits of coverage; description of operations covered; certificate holder/"Additional Insured"; and cancellation clause.

All certificates submitted for the purpose of complying with these specifications shall identify as the "Named Insured" Jasper County; and the Contracting Authority, its agents and representatives, as "Additional Insureds."

This requirement shall apply with equal force, whether the work is performed by (1) persons employed directly by Jasper County, (2) by a subcontractor, or (3) by an independent contractor.

Regardless of such approval by Polk County, Iowa, it shall be the responsibility of Jasper County to maintain adequate insurance coverage at all times, and failure to do so shall not relieve Jasper County of any contractual obligation or responsibility. Failure on the part of Jasper County to maintain this insurance in full effect will be treated as such by the Polk County, Iowa. Failure on the part of Jasper County to comply with the requirements of this article will be considered sufficient cause to suspend the work, withhold payment(s), and/or be disqualified from receiving further contract awards.

Insurance policies filed with the Polk County, Iowa shall state that thirty (30) calendar days prior written notice will be given to the Polk County, Iowa before any policy covered thereby is changed or canceled.

Evidence of insurance coverage as identified and stipulated by these specifications shall be approved by the Polk County, Iowa prior to any work being performed by Jasper County, subcontractor(s), or agents of Jasper County.

TYPES OF INSURANCE

A. **Workers' Compensation and Employers' Liability.** This insurance shall protect Jasper County against all claims under Iowa Workers' Compensation Law. Jasper County shall also be protected against claims for injury, disease, or death, or employees which for any reason, may not fall within the provisions of the Workers' Compensation Law. The insurance requirements shall not be less than the following:

1. Workers' Compensation – Statutory
2. Employers' Liability
 - a. \$500,000 Per Accident
 - b. \$500,000 Disease, Policy Limit
 - c. \$500,000 Disease, Each Employee

B. **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contracting Authority against all claims arising from injuries to any person or damage to property of others arising out of any negligence of Jasper County.

Jasper County shall provide and maintain insurance coverage to protect the Contracting Authority against any and all claims for damages for personal injury, including accidental death, as well as from claims under this contract, whether such operations be performed by Jasper County or any subcontractors, or by one directly or indirectly employed by Jasper County or any subcontractors.

The liability limits shall not be less than the following:

General Aggregate	\$ 2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal & Advertising Injury	1,000,000

Each Occurrence	1,000,000
Fire Damage (Any one Fire)	100,000
Medical Expenses (Any One Person)	5,000

- C. **Professional Liability (Errors & Omissions).** Jasper County will maintain, at its expense: Professional Liability Insurance in the amount of **\$2,000,000** including coverage for Errors & Omissions caused by Jasper County's negligence in the performance of its duties under this agreement. **(WHEN APPLICABLE)**
- D. **Automobile Liability.** This insurance shall be written in comprehensive form and shall protect Jasper County against all claims for the operation of motor vehicles, whether they are owned, non-owned, or hired, by or on behalf of Jasper County. The liability limits shall not be less than the following:

\$1,000,000 CSL (Combined Single Limit) per accident
- E. **Excess Liability Umbrella.** Jasper County shall procure and maintain, during the life of this contract **\$2,000,000 Excess Liability Coverage (Umbrella)**. This coverage is over and above the underlying coverage of **\$1,000,000/\$2,000,000** the General Liability and Automobile & Employers Liability.
- F. **Subcontractors.** Jasper County shall require that any of its agents and/or subcontractors, who perform work and/or services pursuant to the provisions of this contract, meet the same insurance requirements as are required of Jasper County.

MISCELLANEOUS.

- A. **Cost of Insurance.** The Contracting Authority shall make no direct payments to Jasper County for any costs associated with securing, maintaining, and/or providing the insurance coverage required by the Contract Department. All costs of such coverage shall be included in the prices bid and no additional payments for such costs shall be made.
- B. **Personal Liability of Public Officials.** In carrying out any of the provisions of the contract, or in exercising any power or authority granted to any agent or representative of Polk County, Iowa thereby, there shall be no liability upon such agent or representative, including the engineer or authorized assistants, either personally or as an official of Polk County, Iowa, it being understood that in such matters they act as the agent and representative of the Polk County, Iowa.
- C. **Non-Waiver of Legal Rights.** Polk County, Iowa shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment thereof, from showing the true amount and character of the work performed and the materials furnished by Jasper County, or from showing that such measurement, estimate, or certificate is untrue or incorrectly made or that the work or materials do not in fact conform to the contract.

Polk County, Iowa shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from Jasper County and Surety such damages as it may sustain by reason of failure to comply with the terms of the contract. Neither the acceptance

by the Polk County, Iowa, nor any representative(s), nor payment for acceptance of the whole or any part of the work, nor any extent of time, nor any possession taken place by the Polk County, Iowa shall operate as a waiver of any portion of the contract, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

- D. **Litigation for Claims and Save Harmless Clause.** Jasper County shall indemnify and hold harmless the Polk County, Iowa, Its Elected and Appointed Officials, Employees, Agents, Their Predecessors, Successors and Assigns from any and all claims, disputes, demands, damages, actions, judgements, liability, loss, cost and expense, including reasonable legal and accounting fees, by reason or result of personal injury, including death, damage to person or property, including loss of use thereof and economic damages of arising out of Jasper County's act, errors, omissions, negligence, default, mismanagement in safeguarding or performing the work, or through use of unacceptable materials in construction the work in connection with Jasper County's performance of the terms, obligations or duties imposed pursuant to the underlying Agreement or by law.

JASPER COUNTY IS REQUIRED TO BE IN ACCORDANCE WITH ALL O.S.H.A. SAFETY GUIDELINES AND REGULATIONS AT ALL TIMES DURING THE CONTACT PERIOD.

**POLK COUNTY GOVERNMENT
CERTIFICATE OF INSURANCE**

REQUIREMENTS.

Certificates of Insurance are required on every contract to show proof of adequate insurance. A Certificate shall be submitted with each set of contract documents to the Risk Manager for review. Contract documents will not be submitted to the Board of Supervisors for execution until the Certificate of Insurance is correct and has received staff approval. The Certificate(s) must specifically identify the project (No yearly or all – project certificates will be accepted), and show **POLK COUNTY IOWA, Its Elected and Appointed Officials, Employees, Agents, Their Predecessors, Successors and Assigns,** as “Additional Insured.”

The following statements are requirements and should aid in the preparation of an acceptable certificate. The statement numbers refer to the circled numbers on the sample certificate.

1. The name of the producer with complete address, zip code, and telephone number.
2. The Name of the Insured with complete address, zip code, and telephone number.
3. The issue date must be complete.
4. The name of the insurer (insurance company) affording coverage must be named and approved by the Insurance Commission of the State of Iowa. The Company letters (4a) must be placed along the corresponding insurance coverages (4b).

5. All Certificates shall state that XCU Coverage is included. (If applicable)
The limits listed below are minimum acceptable limits. The Insurance Agent should review the Contract Special Provisions for each project, and verify with **POLK COUNTY RISK MANAGEMENT** that the insurance requirements have not been changed, as limits may vary from project to project.

6. **General Liability:**

General Aggregate	\$2,000,000
Product Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 100,000
Medical Expense (Any one person)	\$ 5,000

7. **Professional Liability (When Applicable)** \$2,000,000

8. **Automobile Liability:** \$1,000,000
Each Accident **Combined Single Limit**

9. **Workers' Compensation:**
 - Statutory Benefits
 - Employers' Liability (Coverage B) \$ 500,000

10. **Excess Liability Umbrella** \$2,000,000

11. Policy numbers for all policies must be included

12. Policy effective dates for all policies must be included

13. Policy expiration dates must be included.

14. Description of Operations: The Project Name and Work Order Number must be shown. All contracts require **"POLK COUNTY GOVERNMENT, its Elected and Appointed Officials, Employees, Agents, Predecessors, Successors and Assigns"** to be additionally insured.

15. **POLK COUNTY IOWA** must clearly and explicitly be shown the Certificate Holder.

16. The Cancellation Clause must read exactly as follows:

"Should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days prior written notice to the certificate holder(s) named on the Certificate to the left."

17. All certificates of insurance must be signed by an authorized representative.

18. In order to preserve the governmental immunities available as defenses to Jasper County (or Licensor) and its officials and employees, any insurance policy must contain an endorsement with the following language:

Non Waiver of Governmental Immunity: We, the insurance carrier and insured, expressly agree and state that the purchase of this policy and the naming of Polk County, Iowa as an additional insured shall not waive any of the defenses of governmental immunity available to Polk County, Its Elected and Appointed Officials, Employees, Agents, Their Predecessors and Successors and Assigns, pursuant to Section 670.4 of the Code of Iowa, as it now exists and as it may amended from time to time.

Non-Denial of Coverage: We, the insurance carrier and insured, shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to Polk County, Iowa shown in the schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by Polk County, Iowa.

13. MISCELLANEOUS.

- a. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- b. **Amendments.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by further agreement, in writing, fully executed by each of the Parties.
- c. **No Assignment.** Jasper County shall not assign or otherwise transfer this Agreement or any rights or obligations therein without first receiving prior written consent of Polk County.
- d. **Independent Contract.** Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Jasper County is an independent contractor pursuant to this Agreement. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party. As an independent contractor, Jasper County will be solely responsible for providing salary, fringe benefits, workers compensation as applicable, unemployment insurance and malpractice liability insurance coverage. Information obtained within the scope of this Agreement belongs to Polk County. Jasper County shall make such disclosures and obtain consents as may be required to act in that capacity.
- e. **Severability.** If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.
- f. **Choice of Law.** This Agreement and all related documents and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Iowa without giving effect to the conflict of laws provisions thereof.
- g. **Choice of Forum.** Neither Party shall commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising

from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto, and all contemplated transactions in any forum other than the courts of the State of Iowa sitting in Polk County, and any appellate court thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in such courts. A final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

- h. **Waiver.** The failure by one Party to enforce a provision of this Agreement shall not constitute a waiver of such Party's right to enforce any future provision of this Agreement

14. NOTICES. Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice as it appears below:

If to Polk County: Director, currently Eric N. Kool
Polk County Community, Family & Youth Services
2309 Euclid Avenue
Des Moines, IA 50309

If to Jasper County: Director, currently Connie McQuiston
Jasper County General Assistance
115 N. 2nd Ave. E.
Newton, IA 50208

POLK COUNTY, IOWA

JASPER COUNTY, IOWA

Angela Connolly, Chairperson

Date

Chair, Board of Supervisors

Date

Attest: _____
Dennis Parrott, Auditor

JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division
116 W 4th St S Newton, IA 50208 ph: 641-792-3084 fax: 641-275-3708

Rezone Request

Case File: R-2021-09

Date 9/2/2021

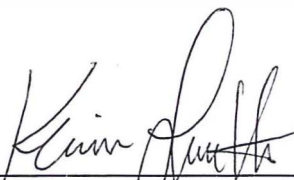
Set public hearing dates for the rezone of the parcel below from Agricultural to General Industrial to allow for the operation of a Salvage/Junkyard

Parcel # 13.17.300.005

PARCEL A

THAT PART OF THE WEST ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 79 NORTH, RANGE 19 WEST OF THE FIFTH PRINCIPAL MERIDIAN, JASPER COUNTY, IOWA

Suggested Dates: 9/21/21, 9/28/21, and 10/5/21



Kevin Luettters
Jasper County Community Development

JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division
116 W 4th St S Newton, IA 50208 ph: 641-792-3084 fax: 641-275-3708

Rezone Request

Case File: R-2021-10

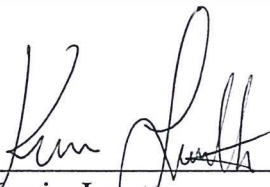
Date 9/2/2021

Set public hearing dates for the rezone of the parcel below from Agricultural to Rural Residential Large Lot to allow for the construction of a single-family residence.

Parcel # 10.29.100.009

Parcel B in the Southeast Quarter of the Northwest Quarter of Section 29, Township 80 North, Range 17 West of the 5th P.M., Jasper County, Iowa

Suggested Dates: 9/21/21, 9/28/21, and 10/5/21



Kevin Luetters

Jasper County Community Development

RESOLUTION NO. _____

RESOLUTION APPROVING PLAT OF NORTHWAY PLAT 1

WHEREAS there has been presented to the Jasper County, Iowa Board of Supervisors a plat of certain property located in Jasper County, said plat being designated as NORTHWAY PLAT 1, and certified by Matthew J Thomas PLS of Civil Design Advantage.

WHEREAS the property covered by said plat is legally described as follows:

A PARCEL OF LAND NOW INCLUDED IN AND FORMING A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 79 NORTH, RANGE 21 WEST OF THE 5TH P.M., JASPER COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SECTION 30, TOWNSHIP 79 NORTH, RANGE 21 WEST OF THE 5TH P.M., JASPER COUNTY, IOWA; THENCE SOUTH 00°33'50" EAST ALONG EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 1322.52 FEET TO THE POINT OF BEGINNING AND THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE CONTINUING SOUTH 00°33'50" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 200.00 FEET; THENCE SOUTH 89°17'25" WEST, A DISTANCE OF 500.00 FEET; THENCE NORTH 00°33'50" WEST, A DISTANCE OF 200.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 89°17'25" EAST ALONG SAID NORTH LINE, A DISTANCE OF 500.00 FEET TO THE POINT OF BEGINNING AND

CONTAINING 2.30 ACRES (100,000 SQUARE FEET), WHICH INCLUDES 0.15 ACRES OF PUBLIC HIGHWAY EASEMENT, SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD.

WHEREAS the plat in all respects conforms to the laws and regulations covering the same.

NOW THEREFORE be it resolved that the plat designated NORTHWAY PLAT 1 of the above-described property be and the same is hereby approved. The chairman of the board is hereby directed to certify a copy of this Resolution and affix the same to the plat for filing in the office of the Jasper County Recorder.

Approved this _____ day of _____, 2021

Chairman

Auditor

I, Doug Cupples, chairman of the Jasper County Board of Supervisors, do hereby certify that the Resolution hereinabove set out is a true and correct copy of a Resolution approved and adopted by the Jasper County Board of Supervisors on the _____ day of _____, 2021 whereby said board accepted and approved the plat of NORTHWAY PLAT 1.

IN WITNESS WHEREOF, I hereto affix my hand and the seal of Jasper County, Iowa, this _____ day of _____, 2021.

Notary

JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division
116 W 4th St S Newton, IA 50208 ph: 641-792-3084 fax: 641-275-3708

SUBDIVISION REQUEST

Subdivision Request 21-06

A subdivision request that has been made to Jasper County Community Development for Northway Plat 1 Subdivision located: in a part of the SE quarter of the NE quarter of section 30-79-21 Jasper County, Iowa.

We, the Jasper County Zoning Commission, recommend that this subdivision request ~~be~~ **not be** granted.

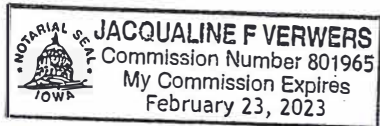
Aye
 Nay

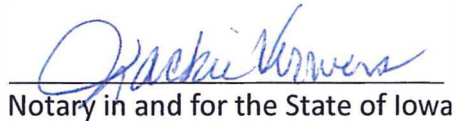

Chairperson Jasper County Zoning Commission

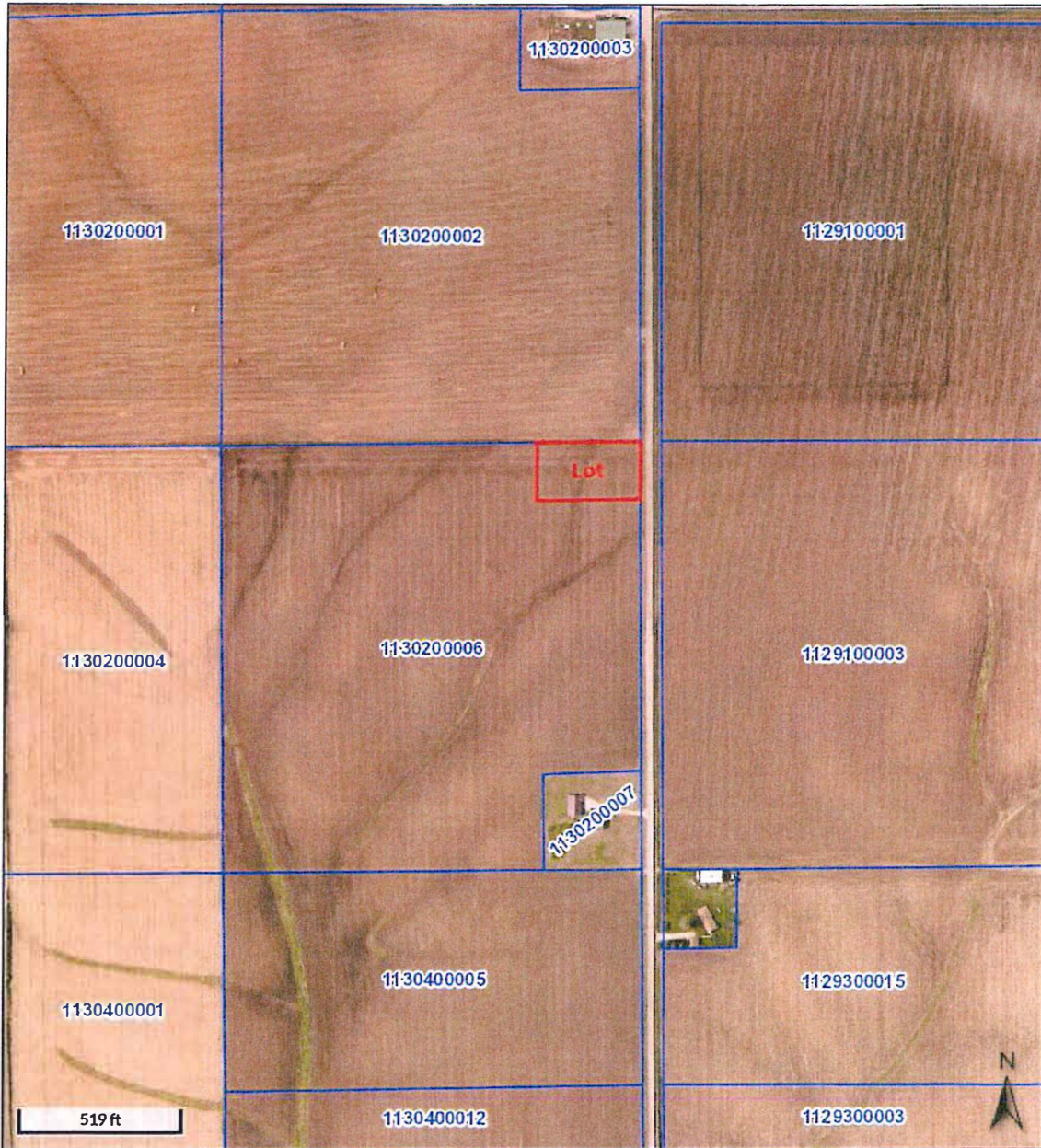
State of Iowa, Jasper County

On this 25th day of August 2021, before me JACQUILINE VERWERS a Notary Public in and for the State of Iowa, appeared JEREMY FLORES to me personally known to be the chairperson of the Jasper County Zoning Commission and that said Rezoning Request was signed by him/her on behalf of said Jasper County Zoning Commission.

Witness my hand and Notary Seal the day and year above written.




Notary in and for the State of Iowa



Overview



Legend

-  Parcels
-  Corporate Limits
-  Political Township
- Roads**
-  Local
-  Primary Highway
-  Secondary Highway
-  Other

Jasper County Data Disclaimer

Please Read Carefully

This Jasper County Geographical Information System product contains information from publicly available sources that are subject to constant change. Jasper County makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of this product, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.

The information presented in this product does not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use. All drawing components (lines, curves, points, etc.) are created as a representation and should not be construed as actual.

Date created: 9/2/2021

Last Data Uploaded: 9/1/2021 7:11:08 PM

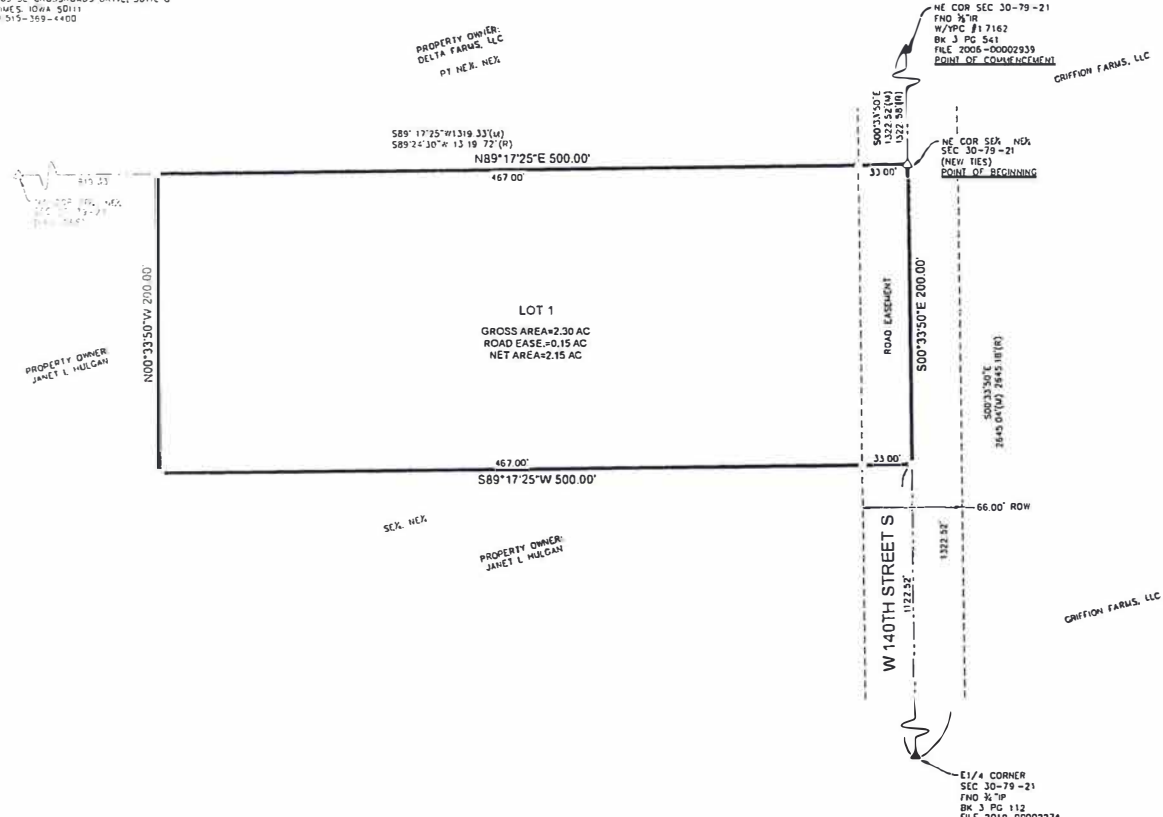
Developed by  **Schneider**
GEOSPATIAL

NORTHWAY SUBDIVISION PLAT 1

FINAL PLAT

INDEX LEGEND

LOCATION: RT 25, NE1/4 OF SECTION 30, T79N-R21W, JASPER COUNTY, IA
 REGISTRATION: JASPER COUNTY
 PREPARED BY: CIVIL DESIGN ADVANTAGE
 3405 SE CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PH: 515-369-4400



OWNER / DEVELOPER
 JANET L. HULCAN
 2833 174CA CT
 ALTONA, IA 50009

ENGINEER / SURVEYOR
 CIVIL DESIGN ADVANTAGE
 3405 SE CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111

ZONING
 UCS - UNINCORPORATED CITIES AND SUBDIVISIONS DISTRICT

BULK REGULATIONS

SETBACKS	
FRONT:	60'
REAR:	20'
SIDE:	10'

DATE OF SURVEY
 JULY 21, 2021

PLAT DESCRIPTION

A PARCEL OF LAND NOW INCLUDED IN AND FORMING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 79 NORTH, RANGE 21 WEST OF THE 5TH P.M., JASPER COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SECTION 30, TOWNSHIP 79 NORTH, RANGE 21 WEST OF THE 5TH P.M., JASPER COUNTY, IOWA; THENCE SOUTH 00°33'50" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 1322.52 FEET TO THE POINT OF BEGINNING AND THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE CONTINUING SOUTH 00°33'50" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 200.00 FEET; THENCE SOUTH 89°17'25" WEST, A DISTANCE OF 500.00 FEET; THENCE NORTH 00°33'50" WEST, A DISTANCE OF 200.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 89°17'25" EAST ALONG SAID NORTH LINE, A DISTANCE OF 500.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.30 ACRES (100,000 SQUARE FEET), WHICH INCLUDES 0.1 ACRES OF PUBLIC HIGHWAY EASEMENT, SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD.

LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
5/8" B W/RED PLASTIC CAP #19968 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	u	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
PUBLIC UTILITY EASEMENT	MAE	
CURVE ARC LENGTH	AL	(1234)
LOT ADDRESS		---
CENTERLINE		---
SECTION LINE		---
EASEMENT LINE		---
PLAT BOUNDARY		---

NOTES

- ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
- LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.



RELINQUISHMENT FOR CONSTRUCTION

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

DATE: _____

LICENSE NUMBER: 19868

MY LICENSE BECAME VALID ON: 15 DECEMBER 31, 2021

PAGES OR SHEETS COVERED BY THIS SEAL: 2021

THIS SHEET

DATE		REVISIONS		REVIEW		TECH		ENGINEER	
SUBMIT	DATE	NO.	BY	DATE	BY	DATE	BY	DATE	BY

3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400

CIVIL DESIGN ADVANTAGE
ENGINEER

NORTHWAY PLAT 1
FINAL PLAT

JASPER COUNTY, IOWA

1 / 1

2106.516

APPROVAL OF SUBDIVISION PLAT NAME BY JASPER COUNTY AUDITOR

Date: 08/25/2021

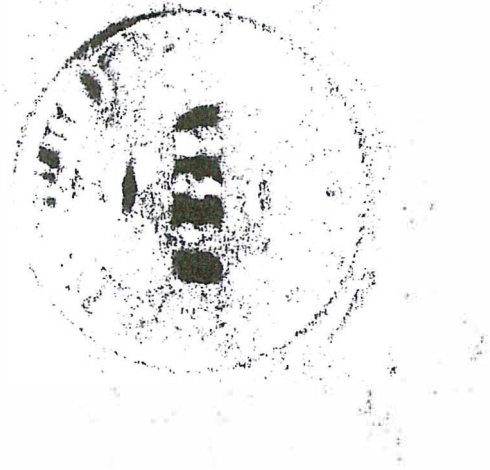
The Jasper County Auditor's Office has reviewed the final plat of:

NORTHWAY SUBDIVISION

Pursuant to Iowa Code §354.6(2) and §354.11(A-F), we approve of the subdivision name or title and have no objections to this subdivision plat being recorded.

Signed Leyna K. Guthrie
Real Estate Clerk- Jasper County, Iowa

Signed Dennis Faust
Auditor of Jasper County, Iowa





Tenex Software Solutions, Inc.



Item 7
September 7, 2021

Precinct Central ePollbook

Tenex Software Solutions, Inc. SOFTWARE Purchase AGREEMENT

This software purchase agreement ("Agreement") is entered into as of _____, 2021 (the "Effective Date") by and between Tenex Software Solutions, Inc., a Florida corporation, having its principal place of business at 5402 W Laurel Street, Suite 206, Tampa, Florida 33607 ("Tenex" "Vendor" or "Company"), and Jasper County, Iowa, headquartered at 101 1st St. North, Newton, IA 50208 ("Customer" or "Board"), and governs the provision of the Precinct Central ePollbook Solution (the "Solution" as defined herein) by Tenex to Customer, and the use of the System (as defined below) by Customer, together with related services provided by Tenex to Customer, all in accordance with its terms. For convenience, Tenex and Customer are sometimes referred to in the Contract Documents as "Parties".

1.0 DEFINITIONS

The following definitions will apply:

- a. **System.** "System" means the individual modules or products that make up the system. The overall system suite is known as "Precinct Central"
- b. **Customer Data.** "Customer Data" means any of the customer's information, documents, or electronic files that are provided to Tenex including Election and/or Voter data.
- c. **Service.** "Service" means Tenex's work product necessary for providing electronic Check-ins, voter processing and election related functions
- d. **Support.** "Support" means the ongoing services by Tenex to support & maintain the System as defined below.
- e. **Solution.** "Solution" means the Precinct Central ePollbook system provided by Tenex, under the Agreement, inclusive of all hardware, Software and services required to make the Precinct Central ePollbook system fully functional
- f. **Contract Documents.** "Contract Documents" means this Agreement, including all exhibits and attachments
- g. **Agreement.** "Agreement" shall mean this software purchase agreement document, including all exhibits and attachments hereto.
- h. **Deliverables.** "Deliverables" shall mean any products furnished or services provided by or through Tenex under the Contract Documents.
- i. **CAS.** "CAS" or "Custom Application Software" means custom software components of the Solution developed by Tenex and required to fulfill the specifications in the Contract Documents including, but not limited to, parametric instructions, program source statements, and customization of standard software components. CAS does not include software developed by other or third parties ("TPS").
- j. **TPS.** "TPS" means the software components of the Solution other than CAS, including computer program, documentation, updates and related material. Software developed by entities other than Tenex.
- k. **Software.** "Software" means A collection of computer programs, codes or data used to direct the operation of a computer or iPad device, including any documentation giving instructions on how to use them, including CAS and TPS.
- m. **Acceptance.** "Acceptance" means written acceptance of Deliverable(s) provided by Tenex under the Agreement following successful completion of acceptance testing of the Solution by Customer. Payment, progress payments, or partial use of the Solution by the Customer shall not constitute acceptance of Deliverables not furnished, implemented or operating in accordance with the requirements of the Contract Documents.

- o. **Contract Price.** "Contract Price" means the maximum price to be paid by County for all Deliverables to be rendered by or through Tenex under the Agreement for all Deliverables, including a fully implemented and fully functioning Solution as described in the Contract Documents, together with the cost of the Warranty Period following Acceptance.
- p. **Precinct Central or Purchased Product.** "Precinct Central" or "Purchased Product" means the complete solution for maintaining voter lists, voter eligibility to cast a vote, capture a signature and make consolidated and individual reports available to the Customer. The full features of the software for the purposes of this Agreement and license are outlined in Section A of this agreement and in the Contract Documents.
- q. **Warranty Period.** "Warranty Period" means the 12-month period after Acceptance of the Solution by Customer during which period Tenex will correct any material deficiencies in the Solution or Deliverables at Tenex's expense.
- r. **Prime Time Hours.** "Prime Time Hours" means any time during the 30 days prior to election day, election day, and 21 days after election day.
- s. **Major Downtime.** "Major Downtime" means problem(s) with Precinct Central or its components which significantly interfere with the functionality or reliability of its operations or intended purpose.

2.0 DELIVERABLES & DEADLINES

2.1 Deliverables

Tenex Software Solutions, Inc. shall provide the products, perform the Services and provide the required CAS and TPS Software and all Deliverables to Customer and furnish the Solution and Warranty Period, all as required by the Contract Documents and per the Milestone Payment schedule which is attached to and incorporated into this Agreement as "**EXHIBIT B.**" The contract prices will be paid in accordance with the Milestone Payment schedule as set forth in said Attachment. The Customer shall ensure that all required components described in this Agreement not to be furnished by Tenex are available before the work commences.

Tenex will provide, install, and implement the Solution for the Customer in accordance with the Contract Documents. Precinct Central system is a complete solution for maintaining voter lists, voter eligibility to cast a vote, capture a signature and make consolidated and individual reports available to the Customer. The full features of the software for the purposes of this Agreement and license are outlined in Section A of this Agreement and in the Contract Documents.

Delays in Tenex's performance of the Agreement requirements caused by Customer or third parties under the direct control of Customer shall not constitute a breach of this Agreement by Tenex. Any delays in Customer's performance caused by Tenex Software Solutions, Inc. or third parties shall not constitute a breach of this Agreement by Customer. The project schedule will be agreed to and may be amended with written agreement of the parties.

3.0 OWNERSHIP OF PURCHASED PRODUCTS

Tenex warrants and represents that it is, and on the date of the delivery of the Purchased Product will be, the sole owner and copyright holder of the Purchased Product; that it has, and on the date of the delivery of the Purchased Product will have, the full right and authority to grant this license; and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which Company is a party or by which it is bound. Tenex agrees to indemnify the Customer against all claims made against Tenex for use of the product.

Title to all other Deliverables to be provided to Customer by or through Tenex as a part of this Agreement shall pass to Customer upon delivery and payment therefore by Customer.

4.0 PRICE AND PAYMENT TERMS

4.1 Payment for Deliverables

The Customer agrees to purchase a three-year license, with an option to extend for an additional two years, for the Purchased Product for the price and payment terms set forth in EXHIBIT B of this Agreement. Adkins will invoice the Customer in accordance with EXHIBIT B. Adkins invoices will conform to the reasonable requirements of the Customer. Customer shall not be responsible for payment for any Deliverables which are not delivered in accordance with the terms and conditions of this Agreement or the Contract Documents. County shall have 30 days to review and test all deliverables. Invoices are due 30 days after the review period.

4.2 Expenses

Unless an expense is approved in advance in writing by Customer and funds are appropriated therefore by Customer, Tenex Software Solutions, Inc. shall be responsible for all expenses incurred while performing services under this Agreement.

5.0 ASSIGNMENT AND SUBCONTRACTING

Customer acknowledges that certain aspects of software and hardware support may be subcontracted. Tenex agrees that it will remain primarily liable for the provision of all Deliverables under this Contract unless limited by Third Party Software licenses. Customer understands that Tenex is not licensed to change Third Party Software source code.

Tenex is responsible for making direct payment to all subcontractors for any and all services provided by such subcontractor.

6.0 INTELLECTUAL PROPERTY

6.1 *Intellectual Property Ownership*

Tenex Software Solutions, Inc. owns the entire copyright, title and interest in the following content ("Content"):

- Precinct Central Suite including the Touchpad, Console, and Data Studio
- Election Response Help Desk Management System

Customer will own or secure all necessary rights to copyright, trademark or other intellectual property to any materials it submits to Tenex Software Solutions, Inc. for use in the Services.

Nothing in this section will affect ownership of intellectual property created and owned by any entities not a party to this Agreement and not pursuant to an agreement with Tenex. Prior agreements for other products will not be affected by this agreement.

6.2 *Warranty*

Tenex Software Solutions, Inc. warrants that it has the rights and authority to grant all assignments and licenses granted by Tenex Software Solutions, Inc. in this Agreement.

7.0 TERM, TERMINATION, DEFAULT and REMEDIES

7.1 *Term*

The Term of this Agreement shall commence on the Effective Date (contract execution) and shall automatically terminate three years after the contract has commenced, with an option to renew for two additional years, provided Tenex has fulfilled its obligations under this Agreement and payment of all Project Fees and Expenses as specified in this Agreement has been completed, unless otherwise extended by mutual written agreement or terminated in accordance with this Section 7.2.

7.2 *Termination*

(a) Either party may terminate this Agreement for cause if the other party (i) commits any material breach or default of this Agreement and fails to remedy such material breach within 10 days written notice from the non-breaching party; (ii) becomes the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code or state insolvency proceeding and such proceeding is not terminated within sixty (60) days of its commencement; or (iii) ceases to be actively engaged in business. To exercise this right, Customer must provide to Tenex formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice shall explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If this Agreement is terminated for the convenience of the Customer, Tenex shall be entitled to a pro-rated payment for Services provided up to the date of termination based on the percentage of the Services then completed.

7.2.1 *Termination For Cause by Customer*

Customer may terminate the Contract for cause, at its option, upon Default of Tenex. Default shall be defined as a 1) Material Breach; 2) a failure to perform faithfully under the terms and conditions of the Contract which continues uncorrected for a period of ten (10) business days after written notice of noncompliance from Customer is sent to Tenex (as may be extended by Customer in its discretion); or 3) Tenex's failure to cure a Major Downtime within eight (8) hours of notification during Prime-Time hours, or within twenty four (24) hours of notification during non-Prime Time of such Major Downtime by Customer or its discovery by Tenex.

7.2.2 Material Breach

Material Breach shall mean an act or omission by a party which violates or contravenes an obligation required of the party under the Contract and which, by itself or together with one or more other breach(s), has a substantial negative effect on, or thwarts, the purpose of the Contract. Material Breach shall not include an act or omission which is merely a technical or immaterial variation from the form of the Contract, or which has a trivial or negligible effect on quality, quantity, or delivery of the goods or services to be provided under this Contract, to the extent that in the opinion of the non-breaching party such technical or nonmaterial variation does not rise to the level of a Material Breach when viewed in light of the breaching party's overall conduct under the Contract.

8.0 CONTRACTOR RELATIONSHIP

Tenex Software Solutions, Inc. is an independent contractor, and neither Tenex Software Solutions, Inc. nor Tenex's employees or contract personnel are, or shall be deemed, Customer's employees. This Agreement does not create a partnership relationship association or joint venture between Customer and Tenex in the conduct of the provisions of this Agreement. Neither Tenex Software Solutions, Inc. nor Customer has authority to enter into contracts on the other's behalf. Tenex shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Customer or its Board.

9.0 NON-SOLICITATIONS & CONFIDENTIAL INFORMATION

9.1 Non-solicitation

Throughout the Agreement and for a period of one (1) year after the expiration or termination of this Agreement for any reason, neither party will solicit to hire or recruit any officers or employees of the other party.

9.2 Confidential Information

Tenex Software Solutions, Inc. and Customer agree not to use or disclose to any third party, either during or after the term of this Agreement, any proprietary or confidential information of the other party without the other party's consent. Tenex Software Solutions, Inc. and Customer shall not be restricted in using any material, which is publicly available, already in their possession, or known to them, or which is rightfully obtained from sources other than the other party.

Proprietary or confidential information includes business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind owned by Tenex Software Solutions, Inc. or by Customer; and any information marked "Proprietary" or "Confidential" To the extent any such information is protected under the laws of Iowa regarding public records, confidential information and trade secrets.

Tenex acknowledges that Customer is a governmental entity that is required to comply with Iowa laws. If Customer is required by law to disclose any material or information, Customer will exercise reasonable efforts to notify Tenex prior to such disclosure. If the Customer is requested by a third party to disclose documents delivered by Tenex which are identified as "Trade Secret" or other exemption as defined under Iowa state law, Customer will notify Tenex of such fact. Tenex shall promptly notify the Customer that either (1) Customer is permitted to release such documents, or (ii) Tenex intends to take immediate legal action to prevent their release to a third party. Protection of such documents from disclosure in such instance shall be the responsibility and at the sole cost of Tenex.

10.0 LIABILITY AND RISK OF LOSS

Except for and subject to claims relating to the indemnities contained in Section 24 hereof, in no event shall either party's aggregate liability to the other for all cases or controversies arising out of the subject matter of this Agreement, whether in contract, tort or otherwise, exceed the aggregate payments actually received by Tenex Software Solutions, Inc. under this Agreement. In no event will Tenex Software Solutions, Inc. be liable to Customer for any special, incidental or consequential damages or lost profits, whether based in breach of contract, tort (including negligence), product liability or otherwise, and whether or not Tenex Software Solutions, Inc. has been advised of the possibility of such damage.

Tenex agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Agreement which occur prior to delivery to the County. Upon delivery by Tenex to the County, and the County taking possession of goods and materials ordered as a result of this Agreement, the County agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Agreement.

11.0 AVAILABILITY AND RETENTION OF RECORDS

All records relating to the products and services provided under this Agreement and supporting documentation for invoices submitted to Customer by Tenex shall be retained and made available by Tenex for audit by Customer, its duly authorized representatives, the State of Iowa and agencies of the United States government. Such records shall be retained by Tenex and made available for any time period required by state or federal law. If changes occur in the governing state or federal law, regarding retention of records, Tenex shall comply with such changes. If an audit is initiated before the expiration of such time periods required by state or federal law regarding retention of records, Tenex shall retain such records until the audit is concluded and all issues resolved. Tenex shall provide Customer with copies of such audits that may be conducted with respect to this Agreement.

12.0 CONFLICT OF INTEREST AND DISCLOSURE

This Agreement does not preclude, prevent, or restrict Tenex from obtaining and working under an additional contractual arrangement(s) with other parties aside from Customer, assuming that the contractual work in no way impedes Tenex's ability to perform the services required under this Agreement. Tenex warrants that at this time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract which will impede its ability to perform the services under this Agreement.

Tenex further warrants that there is no financial interest involved on the part of the Customer, or any of the Customer officers or employees who are involved in the development of the specifications or the negotiation of this Agreement. Tenex warrants that it has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when a Customer or a Customer officer or employee will gain financially or receive personal favors as a result of the signing or implementation of this Agreement. Tenex will report the discovery of any potential conflict of interest to Customer. Should a conflict of interest be discovered during the term of this Agreement, Customer may exercise any right under the Agreement including termination of the Agreement.

Tenex hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that Tenex has with a Customer employee, employee's business, or any business relationship or financial interest that a Customer employee has with Tenex or in Tenex's business.

13.0 ASSIGNMENT

The Parties expressly agree that Tenex shall not assign this Agreement without the prior written approval of Customer. All subcontracts are subject to the same terms, conditions, and covenants contained within this Agreement. Tenex must notify Customer within five (5) business days when Tenex knows or should have known that the subcontractor is out of compliance or unable to meet Agreement or licensing requirements. Should this occur, Tenex will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor's contract with Tenex is terminated. Tenex is responsible for making direct payment to all subcontractors for any and all services provided by such subcontractor.

14.0 GOVERNING LAW

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Iowa. Any legal action brought pursuant to this Agreement shall be filed in the courts located in Jasper County, Iowa.

15.0 INTERPRETATION, INTEGRATION AND MODIFICATION

This Agreement, including all Contract Documents, embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement.

The Contract Documents are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit or other Contract Document, the terms of this instrument and its attachments shall control.

16.0 COMPLIANCE

Tenex agrees to comply with all applicable federal, state, and local laws in the conduct of work hereunder. Tenex accepts full responsibility for payment of all taxes including without limitation, unemployment compensation, insurance premiums, income tax deductions, social security deductions, pension deductions, and any and all other taxes or payroll deductions required for all employees engaged by Tenex in the performance of work authorized by this Agreement.

17.0 NON-DISCRIMINATION

Tenex certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Iowa Civil Rights Law.

During the performance of this Agreement, Tenex will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Tenex will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers, such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer;



recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Tenex agrees to post in conspicuous places, available to employees and applicants for employment, notices stating Tenex complies with all applicable federal and state non-discrimination laws.

Tenex, or any person claiming through Tenex, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Tenex.

18.0 WAIVER

Any waiver by either party or any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition. If Customer or Tenex fails to perform any obligation under this Agreement and thereafter the other party waives such failure, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

19.0 CONFIDENTIAL INFORMATION

All information owned, possessed or used by the Customer which is communicated to, learned, developed or otherwise acquired by Tenex or its employees, agents or contractors in the performance of the terms of the Agreement shall be deemed and remain Confidential Information. Tenex shall not, beginning on the date of first association or communication between the Customer and Tenex and continuing through the term of this Agreement and thereafter, disclose, communicate or divulge or permit disclosure, communication or divulgence to another, or use for Tenex's own benefit or the benefit of another, any such Confidential Information without the prior written consent of the Customer. Tenex recognizes that certain Confidential Information in the possession of Customer is protected by state and/or federal privacy laws, and its disclosure may be prohibited under applicable law. Tenex agrees to implement and strictly enforce procedures to protect any such Customer Confidential Information from disclosure by Tenex, its employees, agents or contractors. Tenex agrees that any such disclosure of Confidential Information protected by applicable law shall constitute a Material Breach of the terms of the Agreement and be grounds for Default as those terms are defined herein. Tenex agrees to return to Customer all Confidential Information which it has received in the course of the Agreement and to destroy or cause the destruction of any copies of such information in the possession of its employees, agents or contractors.

This section shall be binding upon Tenex, Tenex's employees and subcontractors, and all individuals assigned by to perform services or work for the Board under the Agreement and shall survive termination of this Agreement.

Tenex specifically agrees that the release or disclosure or threatened release or disclosure of Confidential Information by Tenex or its employees, agents or contractors, is likely to cause immediate and irreparable harm to the Customer for which there is no adequate remedy at law. Therefore, in such an event Customer may immediately seek relief in an appropriate forum to stop or mitigate the effects of such release without providing any of the advance notices that may be otherwise required under the Agreement for Material Breach or Default.

20.0 AUDIT RESPONSIBILITY

Tenex agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this Agreement.

Tenex agrees to repay the Customer the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. Tenex recognized and agrees the Customer may withhold any money due and recover through any appropriate method any money erroneously paid under this Agreement if evidence exists of less than full compliance with this Agreement.

21.0 FORCE MAJEURE

To the extent that either Party is actually precluded from performance of any term or condition of this Agreement by reason of a Force Majeure event, such party may be excused from Default of performance of that term or condition for a period not to exceed the actual period of the Force Majeure event, provided that the party seeking to avail itself of protection under this clause gives written notice to the other party identifying 1) the reason for the inability to perform under this paragraph; 2) the measures being taken to perform its obligations notwithstanding the Force Majeure event; and 3) the period during which the party anticipates that its performance will be precluded by the Force Majeure event.

Tenex acknowledges the importance and essential nature of the services it is performing for the Customer under this Agreement and agrees that every feasible effort will be made to perform the services notwithstanding the occurrence of a Force Majeure event. Tenex understands and agrees that the fact that a Force Majeure event renders performance difficult or unprofitable is not a basis for excusable non-performance under this paragraph. In no event shall Tenex be entitled to the benefit of this paragraph for a period in excess of 14 days if the Force Majeure event does not affect the Customer's property or employees which are necessary to Tenex's ability to perform. Tenex shall seek to remedy at the earliest possible time, using all reasonable efforts and means, any actual or threatened non- performance due to a Force Majeure event.

22.0 DEFENSE AND INDEMNIFICATION

Tenex agrees to indemnify, protect, defend and hold harmless the Board of County Supervisors of Jasper County, Iowa and their officers, employees, representatives, servants, successors, assigns and agents (the "Indemnified Parties"), from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatsoever nature, which might be caused by, or in any way connected with, or arising out of any acts or omissions of Tenex, negligent or otherwise, and its employees, officers, agents, or subcontractors, except those which arise from the sole negligence, gross negligence, recklessness or intentional misconduct of the Indemnified Parties. Tenex shall assume the settlement of, and the defense of any suit or suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands and expenses and shall pay all judgments entered in any such suit or suits or other legal proceedings. Without limitation of the foregoing, Tenex agrees to protect, defend, indemnify and hold the Indemnified Parties harmless from any and all liability, loss, damage or expenses arising from any employment relationship between Tenex and its employees, including claims under any statute, including but not limited to, workers' compensation laws, unemployment compensation laws, the Equal Employment Opportunity Act, the Fair Labor Standards Act, the Family and Medical Leave Act, and the Americans with Disabilities Act. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of this Agreement, whether by expiration of time, by operation of law or otherwise.

Tenex agrees to defend, indemnify and hold harmless the Indemnified Parties from and against any claim, suit, demand, or action alleging the System or any component thereof infringes any copyright, trade secret, U.S. patent or any other proprietary right of any third party, and Tenex shall indemnify the Indemnified Parties against any judgment, award or amount paid in settlement to which Tenex has agreed (such agreement not to be unreasonably withheld), applicable court costs and witness fees arising from any such claim, suit, demand, or action.

The Indemnified Parties shall provide Tenex prompt written notice of such claim, suit, demand, or action and shall cooperate with Tenex in the defense and settlement thereof. Tenex shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof. The respective rights and obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement for any reason.

If a temporary or a final injunction is obtained against the Indemnified Parties use of the System or any portion thereof by reason of an infringement of a copyright, trade secret, or other proprietary right, Tenex will, at its option and expense, either:

1. Procure for the Indemnified Parties the right to continue using the System; or



to replace or modify the System for the Indemnified Parties or such infringing portion thereof so that it no longer infringes such copyright, trade secret, or other proprietary right, so long as the utility or performance of the System is not adversely affected by such replacement or modification and the System continues to materially conform with the System Specifications.

23.0 SURVIVAL OF TERMS

In addition to any provisions of this Agreement which survive by their express terms, those terms and provisions which by their intent and meaning would naturally survive, or which by their very nature are incapable of being partially or fully performed or enforced prior to expiration or termination of the Agreement, shall survive the expiration or termination of the Agreement.

24.0 COUNTERPARTS OF THIS AGREEMENT

This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

Section A–Precinct Central Product Description

Precinct Central is the most flexible and comprehensive electronic poll book solution available today. The software runs on the iPad hardware platform and requires no other peripherals for driver license scanning and signature capture. The three modules of Precinct Central are described below.

Precinct Central Touchpad (iPad App)

The Precinct Central Touchpad is the election worker interfacing application that runs on the iPad. The primary function on this module is to facilitate the voter check-in, handle advanced check-in scenarios, such as address changes and provisional voting. The following items describe the features of this module.

- Run in early voting and election day modes
- Voter lookup by scanning a driver license or state issued identification card
- Voter lookup using advanced search features
- Voter lookup using bar-code enabled voter information card or sample ballot
- Searching of state-wide voter registration systems (where available)
- Verifying voter eligibility based on election specific criteria
- Identifying voters that need assistance in voting
- Identifying voters with absentee ballots requests (returned or just requested)
- Identifying voters with any other special circumstances through comments
- Voter electronic signature capture
- Verify current voter signature with the signature on file (where available)
- Identifying ballot type and ballot style
- Validating ballot style issued by scanning a pre-printed ballot stub
- Issuing and *tracking* of provisional ballots
- Ability to issue a manual provisional when needed in unique situations (such, as a challenge to voter eligibility)
- Issuing a provisional in a voter not found situation – allowing complete entry of all

relevant information when a voter is not found, identifying the correct ballot style, and issuing a provisional

- Allowing and tracking spoiled ballot information
- Allowing onsite address changes for voters moving within the county
- Allowing onsite address changes for voters moving from other counties
- Ballot-on Demand interface for early voting
- Address lookup for precinct verification and directions
- Tracking voters transferred to correct voting location, with any address changes completed
- Reporting of totals by device and location – including totals by provisional and spoiled ballots
- Reporting of all check-ins on the device or at the location, with various filters
- Printing a voter check-in slip complete voter details and ballot style information
- Printing of voter transfer slip for voters transferred to correct voting location
- Printing of list of voters checked in directly from the iPad – for purposes of posting
- Printing of check-in totals at the beginning of day.
- Printing of check-in totals at the end of the day.
- Side-ways communication for in-precinct communications.

Precinct Central Console

The Precinct Central Console is the IT and Management staff interfacing application that allows Touchpads to be controlled and monitored. The primary function on this module is to aggregate voter check-ins, act as the central repository for databases and perform command and control functions. The following items describe the features of this module.

- Device registration and activation
- Device monitoring when idle and non-operational
- Monitoring views of all iPads allowing real-time tracking of any issues
- Reports for voter check-in activity including information on provisional ballots and spoiled ballots
- Auditing views with information on processing times, user activity, and statistics
- Heartbeat monitoring with information on battery status, user status and data status
- Setup and configure data for election
- Pre-election over the air data package loading
- Post-election over the air data package unloading
- Poll worker payroll module

Precinct Central Data Studio

The PC Data Studio module is designed to run at the client site managing the data transfers and providing near real-time updates to Precinct Central for Early Voting and Absentee changes. The following items describe the features of this module.

- Data conversion for level-0 data load into Precinct Central
- Real-time / batch data updates from voter registration system for address changes, name changes, status changes, absentee changes
- Real-time / batch update to voter registration system for voting history and absentee changes



- Real-time / batch cancellation of absentee ballots (mailed or requested)
- All check-in information updated to central server
- All check-in information distributed down to each iPad in real-time from central server
- Voter credit

Tenex Software Solutions, Inc. by Henry M. Adkins & Son, Inc.

Dustin Vanderburg, Vice President
Henry M. Adkins & Son, Inc.

Authorized Signature

Printed Name

Authorized Signature

Printed Name

Dennis Parrott
Jasper County Auditor

Authorized Signature

Printed Name

Authorized Signature

Printed Name

Authorized Signature

Printed Name

**INTERGOVERNMENTAL AGREEMENT FOR SOLID WASTE DISPOSAL AT
NEWTON SANITARY LANDFILL**

The City of Newton, Iowa (hereinafter "Landfill Operator"), and the City of Baxter, Iowa, the City of Colfax, Iowa, the City of Kellogg, Iowa, the City of Lambs Grove, Iowa, the City of Lynnville, Iowa, the City of Mingo, Iowa, the City of Monroe, the City of Reasnor, Iowa, the City of Sully, Iowa, the City of Valeria, Iowa, the City of Oakland Acres, Iowa, and Jasper County, Iowa (hereinafter collectively called "Landfill Associates") hereby agree as follows:

1. **AUTHORITY.** The Landfill Operator and Landfill Associates enter into this agreement pursuant to the provisions of Chapter 28E, Code of Iowa (1993).

2. **DISSOLUTION OF PREVIOUS 28E AGREEMENT AND ESTABLISHMENT OF PERMANENT ENVIRONMENTAL RESPONSIBILITY FOR LANDFILL PROPERTY.** The Landfill Operator and Landfill Associates hereby acknowledge and agree that the SOLID WASTE DISPOSAL INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NEWTON, IOWA, AND POLITICAL SUB-DIVISIONS OF JASPER COUNTY, IOWA, dated August 7, 1978, and recorded in Book 813, Pages 508-513 of the records of the Jasper County Recorder (hereinafter called "Previous 28E Agreement"), should be and the same is hereby dissolved by mutual agreement without respect to further written notice or time before said dissolution shall become effective.

2.1 All personal property used to carry out the function of solid waste disposal shall be the property of the Landfill Operator and Landfill Associates in accordance with the formula identified in Section 2.2(b) of this agreement.

2.2 All real property comprising the Newton Sanitary Landfill (hereinafter "Landfill") shall, subject to the notice and public hearing requirements of §364. 7, Code of Iowa (1993), become the property of the Landfill Operator and Landfill Associates as tenants in common holding undivided interests as hereinafter established; additionally, the Landfill Operator and Landfill Associates acknowledge that they have, in the proportions hereinafter established, permanent shared responsibility and liability for any and all future Landfill related costs associated with said property including but not limited to all costs of Landfill testing, monitoring, containment, management, remediation, closure, post closure, leachate collection, leachate treatment and leachate disposal which exceed or cannot be timely paid out of regular revenues generated by tonnage fees and other miscellaneous revenues such as the sale of recyclables, to wit:

2.2(a) Landfill Real Property

All real property described in the Landfill Plat of Survey recorded in Plat Cabinet "A", Page 387, of the records of Jasper County.

2.2(b) Undivided Interests of the Landfill Operator and Landfill Associates in Landfill Real Property, and Proportionate Shares of the Landfill

Operator and Landfill Associates in the Costs Specified in Paragraph 2.2 Immediately Above:

NAME	UNDIVIDED PROPERTY INTEREST/ PROPORTIONATE COST SHARE
City of Newton	58.28%
City of Baxter	2.05%
City of Colfax	4.73%
City of Kellogg	1.45%
City of Lambs Grove	.33%
City of Lynnville	.80%
City of Mingo	.23%
City of Monroe	2.65%
City of Oakland Acres	.27%
City of Reasnor	.30%
City of Sully	2.05%
City of Valeria	.09%
Jasper County	26.77%

The percentages above will be subject to adjustment annually beginning in January 1995. These annual adjustments will be based on a formula whereby the years 1978 -1993 are computed using the above percentages and 1994 and future years are computed on the tonnage of all solid waste disposal from each Landfill Associate, at the Landfill as determined by the Landfill Operator based on the most recent twelve-month period for which data is available. This formula will result in a cumulative average being computed each year with 1978 always being the first year of the cumulative average.

Landfill staff will prepare and provide each landfill associate with an annual report of the property interest data at the annual Landfill 28-E budget workshop.

3. PURPOSES OF THIS AGREEMENT. The purposes of this agreement are as follows:

3.1 To provide for economical and environmentally responsible disposal at the Landfill of all residential solid waste produced or generated by or within the jurisdictional boundaries of the Landfill Operator and the Landfill Associates, and to provide for economical and environmentally responsible disposal at the Landfill of all commercial or other solid waste collected within the jurisdictional boundaries of any Landfill Associate pursuant to any oral or written contract or agreement between any such Landfill Associate and any solid waste disposal contractor.

3.2 To achieve compliance with the requirement of participation in and filing of a "comprehensive plan" within the meaning of §455B.306, Code of Iowa (1993).

3.3 To cooperate with local, State and Federal public health agencies in preventing the contamination and pollution of land, water and air resources of the area, through the disposal of solid waste.

3.4 To forge a stronger and more permanent relationship between the Landfill Operator and the Landfill Associates, thereby enhancing the Landfill Operator's ability to confidently engage in long-range operational and fiscal planning, and securing to the Landfill Associates greater input into such planning as well as long-range availability of cost-effective solid waste disposal services.

3.5 To authorize the Landfill Operator to engage such employees and provide such offices, equipment, machinery, buildings and grounds as are necessary to adequately perform solid waste disposal functions.

3.6 To authorize the Landfill Operator to establish fees for disposal of solid waste, collect said fees, receive and expend State, Federal and private grants and other moneys which may be made available, to the extent permissible under applicable State and Federal laws, and under the rules hereinafter set forth.

4. **ORGANIZATION.** No separate legal or administrative entity is created by this agreement; for and in consideration of the valuable mutual benefits occurring as a consequence of the exchange of rights and obligations hereinafter specified, the Landfill Operator and the Landfill Associates shall be entitled to exercise the following rights and shall undertake the following obligations:

4.1 **The Landfill Operator** shall convene and conduct a Landfill Budget Workshop for the Landfill Associates annually, for the purposes of reviewing current Landfill operations, policies, income and expenses, the Landfill Associates' tonnage figures as referenced in Section 2.2(b) and receiving the comments of the Landfill Associates. After such consultation, the Landfill Operator shall establish the solid waste disposal fees for the next fiscal year.

4.2 In order to assure a stable and predictable stream of solid waste disposal income, the Landfill Associates, except for Landfill Associate Jasper County, shall execute contracts with solid waste disposal contractors that specify that such contractors shall collect and dispose of all residential solid waste produced or generated by or within their jurisdictional boundaries at the Newton Sanitary Landfill. All contracts executed by any Landfill Associates with solid waste disposal contractors for the collection of commercial solid waste shall specify that such contractors shall dispose of such commercial solid waste at the Newton Sanitary Landfill.

4.3 **The Landfill Operator** shall have the right to contract with all levels of government, or other public agencies, private agencies and private individuals for the disposal of solid waste; to hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment; to purchase, lease, receive as gifts or donations, or otherwise acquire all land, buildings, equipment and supplies necessary to carry out the function of solid waste disposal and to dispose of the same; to make, or cause to be made, studies and surveys necessary to carry out solid waste disposal functions; to contract with and compensate consultants for professional services, including but not limited to architects, engineers, planners, lawyers, accountants, and all others found necessary to the stated purpose; to borrow money, make and issue bonds, or enter into other long term obligations for the purchase, lease or acquisition of land and equipment and erection of buildings and other improvements, and to provide for their retirement: to establish

Landfill operations as an enterprise fund: to provide for a system of budgeting, accounting, auditing, and reporting of all funds and transactions, and for bonding of employees; to consult with representatives of Federal, State and local agencies, departments and their officers and employees and to contract with such agencies and departments; to exercise all other powers consistent with the stated purposes available under then-existing law.

5. **DURATION.** It is the intention of the Landfill Operator and Landfill Associates that this agreement remain in full force and effect for the full useful life to the Landfill as determined by Landfill Operator's sound discretion; at such time as said full useful life has been reached and the Landfill is closed, the environmental responsibility of the Landfill Operator and Landfill Associates and title to real and personal property shall be as established in Paragraph 2 above and shall survive and remain in full force and effect until and unless the Landfill Operator and all of the Landfill Associates agree to different terms.

6. **MANNER OF FINANCING CURRENT OPERATIONS.** The purposes of this agreement and the operations of the Landfill shall be financed to the maximum extent reasonably possible by solid waste disposal fees determined and collected by Landfill Operator as described above; in the event that such fees are insufficient to finance the operational costs and all other costs specified in Paragraph 2.2 above such costs shall be assessed against the Landfill Operator and the Landfill Associates in the proportions specified in Paragraph 2.2(b) above.

7. **COLLECTION OF CONTAMINATION COSTS FROM RESPONSIBLE PARTIES.** In the event of Landfill costs including but not limited to all costs of Landfill testing, monitoring, containment, management, remediation, closure, post closure, leachate collection, leachate treatment and leachate disposal which exceed or cannot be timely paid out of regular revenues generated by tonnage fees and other miscellaneous revenues such as the sale of recyclables, then the Landfill Operator will pursue all legal remedies available to the Landfill against all potentially responsible parties, in addition to the Landfill Operator and Landfill Associates, who are known to have contributed to the aforementioned costs.

8. **TERMINATION AND DISSOLUTION.** This agreement may only be terminated or dissolved a) by the mutual consent of the Landfill Operator and all of the Landfill Associates, or (b) upon determination by the Landfill Operator that the Landfill has reached its full useful life; at such time as said full useful life has been reached and the Landfill is closed, the environmental responsibility of the Landfill Operator and Landfill Associates and title to real and personal property shall be as established in Paragraph 2 above and shall survive and remain in full force and effect until and unless the Landfill Operator and all of the Landfill Associates agree to different terms. Individual Landfill Associates may seek to alter the agreement with written notice to all parties. When written notice has been provided to all parties a Special Meeting of the Landfill Operator and Landfill Associates must be called within 90 days. At said Special Meeting the Landfill Operator and all Landfill Associates will vote and if the vote passes, the agreement shall be amended.

9. **ADDITIONAL PARTIES.** Other governmental subdivisions of the State of Iowa may become Landfill Associates with the mutual consent of the Landfill Operator and all extant

Landfill Associates, upon such terms and conditions as proposed by the Landfill Operator and approved by all extant and prospective Landfill Associates.

10. **EXECUTION OF THIS AGREEMENT.** This agreement may be executed by one or more of the parties hereto separately in any number of counterparts, each of which when so executed and delivered, shall be part of the original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS AND TESTIMONY WHEREOF, the Landfill Operator and Landfill Associates have caused this agreement to be executed on their behalf by their duly authorized officers, and the same to be attested to by their Clerks or Auditor and the corporate seals affixed hereto.

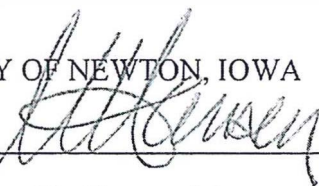
Dated this 2nd day of August, 2021.

ATTEST:



Katrina Davis, City Clerk

CITY OF NEWTON, IOWA

By: 

Michael L. Hansen, Mayor

ATTEST:

FIRST AND LAST NAME, City Clerk

CITY OF BAXTER, IOWA

By: _____

FIRST AND LAST NAME, Mayor

ATTEST:

FIRST AND LAST NAME, City Clerk

CITY OF COLFAX, IOWA

By: _____

FIRST AND LAST NAME, Mayor

ATTEST:

FIRST AND LAST NAME, City Clerk

CITY OF KELLOGG, IOWA

By: _____

FIRST AND LAST NAME, Mayor

ATTEST:

FIRST AND LAST NAME, City Clerk

CITY OF LAMBS GROVE, IOWA

By: _____

FIRST AND LAST NAME, Mayor

ATTEST:

FIRST AND LAST NAME, City Clerk

CITY OF LYNNVILLE, IOWA

By: _____

FIRST AND LAST NAME, Mayor

ATTEST:

FIRST AND LAST NAME, City Clerk

CITY OF MINGO, IOWA

By: _____

FIRST AND LAST NAME, Mayor

ATTEST:

FIRST AND LAST NAME, City Clerk

CITY OF OAKLAND ACRES, IOWA

By: _____

FIRST AND LAST NAME, Mayor

ATTEST:

FIRST AND LAST NAME, City Clerk

CITY OF REASNOR, IOWA

By: _____

FIRST AND LAST NAME, Mayor

ATTEST:

FIRST AND LAST NAME, City Clerk

CITY OF SULLY, IOWA

By: _____

FIRST AND LAST NAME, Mayor

ATTEST:

CITY OF VALERIA, IOWA

By: _____

FIRST AND LAST NAME, City Clerk

FIRST AND LAST NAME, Mayor

ATTEST:

JASPER COUNTY, IOWA

By: _____

FIRST AND LAST NAME, City Clerk

FIRST AND LAST NAME, Mayor

ATTEST:

CITY OF MONROE, IOWA

By: _____

FIRST AND LAST NAME, City Clerk

FIRST AND LAST NAME, Mayor

RECORDER'S MONTHLY REPORT

STATE OF IOWA, COUNTY OF JASPER

TO THE BOARD OF SUPERVISORS OF JASPER COUNTY:

I, Denise Allan, Recorder of the above named county and state do hereby certify that this is a true and correct statement of the fees collected by me in my office for the period of August 1, 2021 through August 31, 2021, and the same have been paid to the county Treasurer.


Denise Allan, Jasper County Recorder

Date: September 3, 2021

Dennis Parrott, Jasper County Auditor

Recording Fees	0001-1-07-8110-400000	<u>\$7,255.00</u>	
	(+) E-File Recording Fees	<u>\$8,710.00</u>	<u>\$15,965.00</u>
Copies	0001-1-07-8110-400000		<u>\$554.50</u>
Mailing Fees	0001-1-07-8110-425000		<u>\$21.00</u>
Auditor's Trans	0001-1-07-9010-410000	<u>\$560.00</u>	
	(+) E-File Auditor Trans Fees	<u>\$385.00</u>	<u>\$945.00</u>
Co Trans Tax	0001-1-07-8110-404000	<u>\$2,925.97</u>	
	(+) E-File Trans Tax Fees	<u>\$1,409.64</u>	<u>\$4,335.61</u>
Over Payments	0001-4-07-0054-822000		<u>\$57.60</u>
ELSI Co Fees	0001-1-07-8110-403000		<u>\$179.50</u>
Co Boat Title	0001-1-22-6110-412000		<u>\$140.00</u>
Co Boat Lien	0001-1-07-8110-418000		<u>\$15.00</u>
Snow Title/Lien	0001-1-07-8110-401100		<u>\$0.00</u>
ATV/ORV Title/Lien	0001-1-07-8110-401200		<u>\$205.00</u>
Vital Cert Co	0001-1-07-8110-413000		<u>\$1,096.00</u>
Co ATV/UTV Permit	0001-1-07-8110-401300		<u>\$140.00</u>
Co Marriages	0001-1-07-8110-417000		<u>\$96.00</u>
Int Bank Acct	0001-4-07-0054-600000		<u>\$2.90</u>
Record Mgmt	0024-1-07-8110-414000	<u>\$335.00</u>	
	(+) E-File Record Mgmt Fees	<u>\$350.00</u>	<u>\$685.00</u>
E-Fees	5300-1-77-0500-416000	<u>\$335.00</u>	
	(+) E-File E-Fees	<u>\$350.00</u>	<u>\$685.00</u>
Misc Revenue Fees	0001-1-07-8110-849000		<u> </u>
Total County Fee Collected for <u>August 2021</u>			<u>\$25,123.11</u>

Account Number	Account Description	Revenue Totals				Charge Payment Totals			Drawer (1) + (2) + (3)
		Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	
01-01-01	Recording 0001-1-8110-4000-t	\$6,905.00	\$265.00	\$85.00	\$7,255.00	\$0.00	\$0.00	\$0.00	\$6,990.00
01-01-02	Recd Mgmt0024-1-8110-4140-	\$326.00	\$2.00	\$7.00	\$335.00	\$0.00	\$0.00	\$0.00	\$333.00
01-01-03	E-Fee 5300-1-0500-4160-77	\$326.00	\$2.00	\$7.00	\$335.00	\$0.00	\$0.00	\$0.00	\$333.00
01-02-00	Auditors 0001-1-9010-4100-07	\$535.00	\$0.00	\$25.00	\$560.00	\$0.00	\$0.00	\$0.00	\$560.00
01-03-01	Co Tran Tax0001-1-8110-4040	\$2,856.56	\$0.00	\$69.41	\$2,925.97	\$0.00	\$0.00	\$0.00	\$2,925.97
01-03-02	State Tran Tax	\$13,703.44	\$0.00	\$332.99	\$14,036.43	\$0.00	\$0.00	\$0.00	\$14,036.43
01-05-02	Copies 0001-1-8110-4000-07	\$529.50	\$0.00	\$25.00	\$554.50	\$0.00	\$0.00	\$0.00	\$554.50
***** Account Group 01 Total *****		\$25,181.50	\$269.00	\$551.40	\$26,001.90	\$0.00	\$0.00	\$0.00	\$25,732.90
02-04-01	Marr Co 0001-1-8110-4170-07	\$52.00	\$0.00	\$44.00	\$96.00	\$0.00	\$0.00	\$0.00	\$96.00
02-04-02	Marriage License - State	\$403.00	\$0.00	\$341.00	\$744.00	\$0.00	\$0.00	\$0.00	\$744.00
02-04-03	3 Day Waiver	\$5.00	\$0.00	\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$5.00
02-04-04	Vitalcertco0001-1-8110-4130-C	\$744.00	\$0.00	\$352.00	\$1,096.00	\$0.00	\$0.00	\$0.00	\$1,096.00
02-04-05	Vital Cert State	\$2,046.00	\$0.00	\$968.00	\$3,014.00	\$0.00	\$0.00	\$0.00	\$3,014.00
02-04-06	Vital PI Copy01-1-8110-4080-C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
***** Account Group 02 Total *****		\$3,250.00	\$0.00	\$1,705.00	\$4,955.00	\$0.00	\$0.00	\$0.00	\$4,955.00
03-01-01	Passprt Co 0001-1-8110-4150-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03-01-02	Passport - Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03-03-01	Expedite Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
***** Account Group 03 Total *****		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-00	Hunting & Fishing/Elsi	\$199.50	\$0.00	\$325.00	\$524.50	\$0.00	\$0.00	\$0.00	\$524.50
05-01-01	H&Fwf/Elsi 0001-1-8110-4030-	\$138.75	\$0.00	\$40.75	\$179.50	\$0.00	\$0.00	\$0.00	\$179.50
05-01-04	Boat Registration Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-05	Snow & Atv Registration Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-06	Boat Title Fee	\$115.00	\$0.00	\$25.00	\$140.00	\$0.00	\$0.00	\$0.00	\$140.00
05-01-07	Boat Lien Fee	\$15.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00
05-01-08	Snow Title Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-09	Snow Lien Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-10	Atv Title Fee	\$140.00	\$0.00	\$35.00	\$175.00	\$0.00	\$0.00	\$0.00	\$175.00
05-01-11	Atv Lien Fee	\$30.00	\$0.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
05-01-12	Rsu Perm/Elsi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Account Number	Account Description	Revenue Totals				Charge Payment Totals			Drawer (1) + (2) + (3)
		Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	
05-01-13	Nrohvu Perm/Elsi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-14	Nrsu Perm/Elsi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-01	Boat,Write 0001-1-8110-4020-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-03	Sno/Atv Wf 0001-1-8110-4010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-04	Atv/Orv T&L Co 00011811040-	\$170.00	\$0.00	\$35.00	\$205.00	\$0.00	\$0.00	\$0.00	\$205.00
05-02-05	Snow T&L Co 001-1-8110-401-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-06	Bt Title Co 001-1-6110-4120-2-	\$115.00	\$0.00	\$25.00	\$140.00	\$0.00	\$0.00	\$0.00	\$140.00
05-02-07	Bt Lien Co 0001-1-8110-4180-	\$15.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00
05-03-01	Use Tax	\$9,514.01	\$0.00	\$45.00	\$9,559.01	\$0.00	\$0.00	\$0.00	\$9,559.01
05-03-02	Ia Sales Tax	\$5,775.75	\$0.00	\$1,380.00	\$7,155.75	\$0.00	\$0.00	\$0.00	\$7,155.75
05-03-03	Local Option Tax	\$642.62	\$0.00	\$135.00	\$777.62	\$0.00	\$0.00	\$0.00	\$777.62
05-03-04	School Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-03-05	Overpaymt 0001-4-0054-8220-	\$57.60	\$0.00	\$0.00	\$57.60	\$0.00	\$0.00	\$0.00	\$57.60
05-03-06	Rvvr	\$1,239.70	\$0.00	\$287.55	\$1,527.25	\$0.00	\$0.00	\$0.00	\$1,527.25
05-03-07	Mail Fee 0001-1-07-8110-4250	\$20.00	\$0.00	\$1.00	\$21.00	\$0.00	\$0.00	\$0.00	\$21.00
	***** Account Group 05 Total *****	\$18,187.93	\$0.00	\$2,334.30	\$20,522.23	\$0.00	\$0.00	\$0.00	\$20,522.23
06-01-01	Balance Brought Forward	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
06-01-02	Payment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	***** Account Group 06 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-01-01	Ucc Search 0001-1-8110-4000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-01-02	Ucc1/Term 0001-1-8110-4000-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-02-01	Fedtxsearch0001-1-8110-4000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-03-01	Interest On Bank Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	***** Account Group 07 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08-01-01	Clris-Standard Fee	\$0.00	\$0.00	\$8,710.00	\$8,710.00	\$0.00	\$0.00	\$0.00	\$8,710.00
08-01-02	Clris-Document Management I	\$0.00	\$0.00	\$350.00	\$350.00	\$0.00	\$0.00	\$0.00	\$350.00
08-01-03	Clris-Erecording Fee	\$0.00	\$0.00	\$350.00	\$350.00	\$0.00	\$0.00	\$0.00	\$350.00
08-01-04	Clris-Additional Tran Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08-01-05	Clris-Transfer Fee	\$0.00	\$0.00	\$385.00	\$385.00	\$0.00	\$0.00	\$0.00	\$385.00
08-01-06	Clris-Transfer Tax	\$0.00	\$0.00	\$8,172.00	\$8,172.00	\$0.00	\$0.00	\$0.00	\$8,172.00

Account Balance Report
 From 8/1/2021 Through 8/31/2021

Revenue Totals

Charge Payment Totals

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
*****	Account Group 08 Total *****	\$0.00	\$0.00	\$17,967.00	\$17,967.00	\$0.00	\$0.00	\$0.00	\$17,967.00
11-66-10	Writing Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*****	Account Group 11 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12-01-01	County Permits	\$100.00	\$0.00	\$40.00	\$140.00	\$0.00	\$0.00	\$0.00	\$140.00
*****	Account Group 12 Total *****	\$100.00	\$0.00	\$40.00	\$140.00	\$0.00	\$0.00	\$0.00	\$140.00
55-55-55	Federal Duck Stamp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*****	Account Group 55 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Final Totals :	\$46,719.43	\$269.00	\$22,597.70	\$69,586.13	\$0.00	\$0.00	\$0.00	\$69,317.13

Revenue Totals

Charge Payment Totals

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
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Counts/Totals From 8/1/2021 Through 8/31/2021

Cash Total :	\$4,103.40 +
Check Total :	\$42,828.28 +
Other Pay Total:	\$22,597.70 +
Change Total :	\$212.25 -
<hr/>	
Subtotal :	\$69,317.13
Charge Total :	\$269.00 +
<hr/>	
Grand Total :	\$69,586.13

Number of Cash Payments :	115
Number of Check Payments :	359
Number of Change Payments :	23
Number of Charge Payments :	1
Number of Other Payments :	446
<hr/>	
Number of Receipts :	869
Number of Voids :	6

Charge Information	
Balance Forward Information	
Number of Payments on Account :	0
Total Paid on Account :	\$0.00

Other Payment Breakdown

Other Payment Method	Total Count	Total Paid
CREDIT CARD	67	\$4,630.70
DIRECT DEPOSIT	379	\$17,967.00
Total :	446	\$22,597.70



County Recorder's Monthly Report

Month: August 2021

County: Jasper

REAL ESTATE TRANSFER TAX COLLECTED THIS MONTH

Number of Taxable Transfers 84
 Amount of Real Estate Tax Collected \$ 25,134.40
 County Portion of Real Estate Collected (.1725) \$ 4,335.61

(A) Total State Portion of Real Estate Collected (.8275) \$ 20,798.79

Consecutive number assigned to Declarations of Value for this month

Beginning Number City - 264 County - 388
 Ending Number City - 305 County - 433
 Total Number City - 42 County - 46

*Amount Collected
for the State of
Iowa by the
Recorder's office
month of August.
Dennis Allen*

BOAT, SNOWMOBILE, ATV SALES/USE TAX COLLECTED THIS MONTH

Beginning Receipt Number _____
 Ending Receipt Number _____
 Amount of Use Tax Collected (6%) \$ 9,559.01
 Amount of Sales Tax Collected (6%) \$ 7,155.75

Amount of Local Option Tax Collected by County (1%)

County Name	Local Option Amount
_____	\$ <u>(See Attached)</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

\$ 777.62

(B) Total Use, Sales, and Local Option Tax \$ 17,492.38

SURCHARGES COLLECTED THIS MONTH

Boat Titles 28 X \$5.00 = 140.00
 Boat Liens 3 X \$5.00 = 15.00

(C) Total Surcharges \$ 155.00

TOTAL AMOUNT DUE (SUM OF A, B, C) \$ 38,446.17

This completed report, along with payment, is due by the 10th day of the month following the month in which the tax is collected. When you pay by check, you authorize the Department of Revenue to convert your check to a one-time electronic banking transaction.

Mail To:

Iowa Department of Revenue
 ATTN: Recorder's Report
 PO Box 10413
 Des Moines IA 50306-0413

Authorized Signature: *Tiffany Hodge*

Date: 09/02/2021



August 24, 2021

Tuesday, August 24, 2021, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma, Carpenter, and Cupples present and accounted for; Chairman Cupples presiding.

Motion by Talsma and seconded by Carpenter to increase the County's ICAP Insurance coverage.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma and seconded by Carpenter to Open a public hearing on Ordinance #61A On-Site Wastewater Treatment and Disposal System.

YEA: CARPENTER, TALSMA, CUPPLES

There were no comments from the public. Kevin Luetters stated that the main concern by the contractors was Jasper County's requirement to use schedule 45 piping instead of the thinner schedule 35 piping.

Motion by Carpenter and seconded by Talsma to close the public hearing.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Carpenter and seconded by Talsma to waive the 2nd and 3rd readings of the ordinance.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Talsma and seconded by Carpenter to adopt Ordinance 61A, On-Site Wastewater Treatment and Disposal System.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma and seconded by Carpenter to approve the hiring of a consultant for the Planning and Zoning Ordinance rewrite of Planned Unit Development Regulations in the amount of \$3,903.10.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma and seconded by Carpenter to adopt Resolution 21-63 a hiring resolution approving the following appointment to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Auditor's Office	Auditor's Clerk	Taylor Springer	\$16.17	Hire-in Union Scale	08/30/2021

YEA: CARPENTER, TALSMA, CUPPLES

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

Motion by Carpenter and seconded by Talsma to adopt Resolution 21-64 to approve transfer order #1458 in the amount of \$18,526.37 from the General Basic Fund to the Secondary Roads Fund, in order to receive State Road Use Funds.

YEA: TALSMA, CARPENTER, CUPPLES

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

Motion by Carpenter and seconded by Talsma to adopt Resolution 21-65 to approve transfer order #1459 in the amount of \$139,985.73 from the Rural Services Fund to the Secondary Roads Fund, in order to receive State Road Use Funds.

YEA: TALSMA, CARPENTER, CUPPLES

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

Engineer Mike Frietsch presented to the Board a quote for the purchase of trucks from Karl Chevrolet for the Secondary Roads Department as follows:

1 2021 Chevy Colorado crew cab \$25,787.30

2 2022 Chevy Silverado 2500HD double cab \$58,016.80

Motion by Talsma and seconded by Carpenter to purchase the 3 trucks from Karl Chevrolet for the price of \$83,804.10

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Carpenter and seconded by Talsma to approve Board of Supervisors minutes for 08/17/2021.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Carpenter and seconded by Talsma to recess the Supervisors meeting until 2:00 pm for concrete bid openings.

YEA: TALSMA, CARPENTER, CUPPLES

Jasper County Board of Supervisors reconvened at 2:00pm. with Supervisors Talsma and Carpenter present.

Motion by Talsma and seconded by Carpenter to come into open session.

YEA: CARPENTER, TALSMA

Two bids were presented to the Supervisors for Courthouse sidewalk cement work and they are as follows:

Jasper Construction \$362,000

TK Concrete \$339,570

Motion by Talsma and seconded by Carpenter to reject all bids and revisit the project in the winter for spring work.

YEA: CARPENTER, TALSMA

Motion by Talsma and seconded by Carpenter to adjourn the Tuesday, August 24, 2021, meeting of the Jasper County Board of Supervisors.

YEA: TALSMA, CARPENTER

Dennis K. Parrott, Auditor

Doug Cupples, Chairman