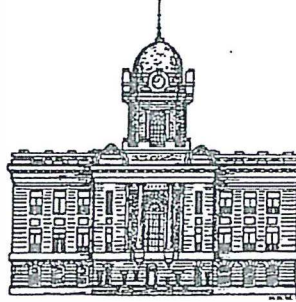


# Jasper County, Iowa

**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

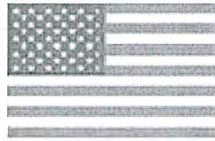
[www.jasperia.org](http://www.jasperia.org)  
September 28, 2021  
9:30 a.m.

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

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

### Pledge of Allegiance



- Item 1      Building & Grounds – Adam Sparks**
  - a) Jail Grinder Replacement
  - b) Administration Building Generator
- Item 2      Community Development – Kevin Luetters**
  - a) Resolution & Iowa DNR Intergovernmental (28E) Agreement
  - b) Resolution Approving Plat of MLF Farms Subdivision
- Item 3      Combined Worksite Solutions – Tamara Carter**
- Item 4      Approval of Claims paid through 9.28.2021**
- Item 5      Approval of Board of Supervisors Minutes for 09/21/21**

**PUBLIC INPUT & COMMENTS**



**Quote**

**Customer:** Jasper County  
 Correctional Facility  
 Adam Sparks  
 2300 Law Center Dr.  
 Newton, IA 50208  
 United States  
 (641)791-7081  
 asparks@jasperia.org

**Quote #:** 118983v.01



Date: 09.15.2021  
 No. of Pages: 2  
 Valid To: 12.14.2021  
 Delivery Terms: PPA (PrePay and Add)  
 Credit Terms: Net 30  
 Project Name: Jasper Co. Jail JWC Replacement  
 Ship Via: CH Robinson

**Bill To:** Jasper County  
 Correctional Facility Adam Sparks  
 2300 Law Center Dr.  
 Newton, IA 50208

**Comment**

**Please reference our Quote # on the PO.**

**Any item not specifically listed in the quotation will not be supplied by Iowa Pump Works, Inc. or Vogelsang.**

**Questions? Please contact Shane Patterson at 515-423-9183 or shanep@iowapumpworks.com**

Line #	P/N#	Description	Price Each	Qty	Ext. Price	Delivery ARO
<b>Jasper Co. Jail JWC Replacement / Raw Sewage - Municipal Wastewater / 2 % Solids / 200 gpm</b>						
1.0	# 10.4021	XRP136-200 4 inch AssemblyX-Ripper Assembly XRipper ..... (Model XRP136-200Q) Ripper Rotor..... High Wear Resistant Special Steel 9.5 mm Mechanical Seals..... Cartridge Single - Block Ring SS304 Cr2O3/Duronite Cartridge O-Rings..... NBR Wear Plate Material..... High Wear Resistant Special Steel Flange Left..... Mild Steel Galvanized, Straight, 4 inch Flange Right..... Mild Steel Galvanized, Straight, 4 inch Drive Type..... Geared Motor Motor Part Number..... US.GM0018 Motor..... Nord 5 HP, 460 V, 60 HZ, 1755 RPM Gear Motor RPM (Output)..... 48.00 Motor Frame Size..... 112MP Motor Enclosure..... TEFC	\$ 17,537.68	1	\$ 17,537.68	<b>5-6 Week(s)</b>
1.1	# USP.XR.5.460	PC 5 HP, 460 V, NEMA 4X XRipper Control Panel Polycarbonate Enclosure	\$ 1,999.06	1	\$ 1,999.06	<b>2-3 Week(s)</b>

Verify materials of construction are compatible with your process, as Vogelsang or Iowa Pump Works, Inc. does not warrant against chemical incompatibility.

Quoted delivery time subject to prior sale.

Iowa Pump Works, Inc | 825 SW Ordnance Rd. | P.O. Box 945 | Ankeny, IA 50023 | Ph: 515-635-0025 | www.iowapumpworks.com

# Quote

Quote #: 118983v.01



**VOGELSANG**  
ENGINEERED TO WORK

Page: 2

Line #	P/N# Description	Price Each	Qty	Ext. Price	Delivery ARO
1.2	INSTALL/TRIP	\$ 3,500.00	1	\$ 3,500.00	
	Net Total with 0.00% Sales Tax			Subtotal: \$	23,036.74
				Freight:	498.00
				Packaging:	50.00
				Taxes:	0.00
				<b>Quote Total: \$</b>	<b>23,584.74</b>

Iowa Pump Works, Inc.  
825 SW Ordance Rd  
Ankeny, IA 50023  
Phone (515) 635-0025  
Fax (866) 961-5085  
[www.iowapumpworks.com](http://www.iowapumpworks.com)  
[info@iowapumpworks.com](mailto:info@iowapumpworks.com)

## TERMS & CONDITIONS OF SALES AND/OR REPAIR

The following terms and conditions shall apply to an order covered by this quotation unless specifically excepted therein:

### Prices

Any price quoted shall only be valid for orders placed within 30 days from the date of issue of the quotation. Prices are F.O.B. our office in U.S. We reserve the right to correct typographical or clerical errors.

### Terms

All orders are subject to approval by our Credit Department. Unless otherwise stated, if payment for the invoice due is not made within thirty (30) days after shipment, administration fees of eighteen percent (18%) per year (equivalent to a nominal monthly interest rate of 1 1/2%) will be applied on overdue accounts. The terms and conditions herein set forth are based upon tariffs, taxes, foreign exchange rates, delivery, and other conditions in effect on the date of this contract. In the event changed conditions, legislations, regulations, or other matters shall become applicable to any quotation, contract, or delivery hereunder, any increased exchange, duties, taxes, ocean freight, or other charges resulting from such action shall be for the customer's account and Iowa Pump Works, Inc. may charge such increased duties, taxes, or charges to the customer.

Unless the order includes the appropriate exemption certificates and/or licenses, duties, and taxes levied by Federal, State, or other governments are required to be charged automatically at the rate imposed at time of importation/shipment. Any change in law, regulations, or Government Department practice which causes a variation of any kind in the applicable charges from the amounts allowed for the quotation, shall result in an equivalent change in the price quoted.

Until payment is made in full, Iowa Pump Works, Inc. shall retain the right, without notice, to repossess and/or retain the items, and/or dispose of them, for its benefit and hold the customer responsible for any loss. Customer agrees to enter into any agreements, contracts, or notices required to confirm such rights.

### Security

In order to secure any obligations due to Iowa Pump Works, Inc. from the customer (whether or not under this contract) the customer grants and confirms in Iowa Pump Works, Inc. a security interest in:

- a) The merchandise covered by this contract, and
- b) in all property and funds of the customer now or hereafter in Iowa Pump Works, Inc. possession, whether or not arising out of this contract, and in all additions, accessions, and proceeds of such merchandise and/or property. The customer hereby authorizes Iowa Pump Works, Inc. to sign alone any financing statement or statements and to do all and any other things which may be necessary to perfect such security interest.

### Cancellation

After acceptance, orders may be canceled only with our approval and payment in accordance with contract by the customer for work performed and/or material expenses incurred by us to date of cancellation. We reserve the right to cancel the order if the customer's financial condition, in our sole judgment, places the payment in jeopardy.

### Return

No credit will be allowed for returns unless our authorization in writing for such returns has been obtained beforehand. A copy of this authorization is to be returned with the item as the packing slip.

### Shipment

- a) Handling Charge: Customer shall be responsible for making all arrangements for shipment of the order with a suitable carrier. In the event that customer requests that Iowa Pump Works, Inc. make arrangements for shipment, then customer agrees to pay to Iowa Pump Works, Inc. for the applicable shipping charges, with special services requiring additional charges.
- b) New Articles: Where shipping instructions indicate no exact routing, our best judgment will be used in determining routing but we shall not be liable for any charges beyond F.O.B. point. If changes are made at customer's request in a) F.O.B. point, b) in our normal routing from either the manufacturers' or our own plants and in these changes involve extra costs, such costs shall be for the customer's account, unless otherwise noted on the Iowa Pump Works, Inc. price quotation.
- c) Repair Work: Defined as work and services performed by Iowa Pump Works, Inc. All orders shall be delivered to and picked up from our facility unless otherwise specified. All costs of delivery shall be for the customer's account unless otherwise agreed to in writing prior to shipment.
- d) All Orders: On collect freight shipments, cartage charges from facility to carrier are for customer's account. Title to articles passes to customer upon delivery to carrier acting as customer's agent subject to any right of retention by us. All claims for shortage in, and damages in, shipment or otherwise must be reported to carrier immediately upon receipt with copy or report to ourselves within five (5) days.

### Guarantee

- a) New Articles: We guarantee new articles against defects in material and/or workmanship for a period of one (1) year from date of acceptance, providing that the articles have been installed, maintained, and operated in accordance with our recommendations and instructions, or according to manufacturers' written warranty.
- b) Repair Work: Defined herein as work and services performed by Iowa Pump Works, Inc.

We guarantee all work and services performed by us against defect arising from workmanship and/or materials provided by us for a period of ninety (90) calendar days from the date of shipment to customer.

- c) All Orders: Claims shall be submitted promptly in writing to Iowa Pump Works, Inc. Replacement and/or repair under guarantee shall be made F.O.B. our facility. Our liability under these guarantees is limited to the replacement and/or repair only of defective material or workmanship and in no event shall Iowa Pump Works, Inc. be liable for any loss or damage of whatever kind of nature out of defects in material and/or workmanship, or resulting from delay, or loss of use of articles, or any installation into which the article may be installed, or arising out of, of the contract of the work or service or from negligence.

Iowa Pump Works Inc. shall not be liable for any loss or damage resulting from delay and/or late delivery due to causes beyond our reasonable control. In no event shall Iowa Pump Works, Inc. be liable for any claim exceeding the amount of this order. Our guarantee on products of other than our own manufacture is limited to the guarantee extended to us by the original manufacturer. On any claims for repairs and/or replacement under such guarantee all costs incurred by us which are not underwritten by the original manufacturers shall be for the claimant's account. Except as stated above no representations, conditions or warranties are made with respect to products work, or services, express or implied verbal or otherwise, including warranties of merchantability and fitness. Our guarantee and warranty shall not apply to materials or workmanship which have been subject to misuse, neglect, or accident. Iowa Pump Works, Inc. shall be held free and harmless from any dispute or claim anywhere arising relating to infringement of patent, design trademark or copyright of items sold or repaired under this contract.

### Property rights and risks

The customer's property at all times shall remain at the risk of the customer while being worked on by our personnel or on our premises and Iowa Pump Works, Inc. shall not be responsible for any loss or damage to the customer's property resulting from any cause whatsoever.

Title to and rights in relation to item sold under this contract/quotations shall remain with ex, Inc. until such items are paid for, subject to risk on products sold passing to the customer upon acceptance by a carrier or other, which shall constitute good delivery.

# KOHLER. Power Systems

444 Highland Drive, MS 072, Kohler, WI 53044  
Phone: 920-457-4441  
Visit us at [KohlerPower.com](http://KohlerPower.com)  
[www.kohlerpower.com](http://www.kohlerpower.com)

Job Name: Jasper Co-150kw diesel

Offer: 21192-10

Quote Number: 0026798087

Version 1.0

09/20/2021

Page 1

To: Jasper County Office Building  
Adam Sparks

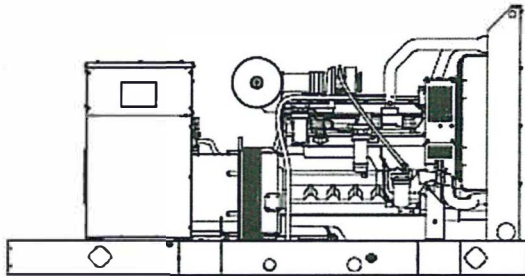
150kw diesel option

From: Heath Pelzer  
Outside Sales  
Electrical Engineering and Equipment Co  
1808 Delaware Ave  
Des Moines, IA 50317  
P: 515-266-8890 F:  
[heath.pelzer@3e-co.com](mailto:heath.pelzer@3e-co.com)

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## Generator

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### **Kohler Model: 150REOZJF**

This diesel generator set equipped with a 4S13X alternator operating at 120/208 volts is rated for 154 kW/193 kVA. Output amperage: 534

Qty	Description
	150REOZJF Generator System
1	150REOZJF Generator Set

# KOHLER. Power Systems

444 Highland Drive, MS 072, Kohler, WI 53044

Phone: 920-457-4441

Visit us at KohlerPower.com

[www.kohlerpower.com](http://www.kohlerpower.com)

Job Name: Jasper Co-150kw diesel

Offer: 21192-10

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Version 1.0

09/20/2021

Page 2

## Includes the following:

Literature Languages	English
Approvals and Listings	UL2200 Listing
Engine	150REOZJF, 12V, 60Hz
Nameplate Rating	Standby 130C Rise
Voltage	60Hz, 120/208V, Wye, 3Ph, 4W
Alternator	4S13X
Cooling System	Unit Mounted Radiator, 50C
Skid and Mounting	Skid, 44"
Air Intake	Standard Duty
Controller	APM402
Enclosure Type	Sound
Enclosure Material	Steel
Enclosure Silencer	Internal Silencer
Fuel Tank Type	Standard
Fuel Runtime (Approx.)	24 Hours
Subbase Fuel Tank Capacity	298 Gallons
Starting Aids, Installed	1800W, 110-120V
Electrical Accy., Installed	Battery, 1/12V, Wet
Electrical Accy., Installed	Battery Charger, 10A
Electrical Accy., Installed	Run Relay
Electrical Accy., Installed	2 Input/5 Output Module
Electrical Accy., Installed	Generator Heater
Electrical Accy., Installed	Manual Speed Adjust
Rating, LCB 1	80% Rated
Amps, LCB 1	600
Trip Type, LCB 1	Electronic, LSI
Interrupt Rating LCB 1	35kA at 480V
Aux Contact, LCB 1	Auxiliary Contact, Qty. 1
Fuel Lines, Installed	Flexible Fuel Lines
Fuel System Accy., Installed	Fuel Pressure Gauge
Miscellaneous Accy., Installed	Air Cleaner Restriction Ind.
Miscellaneous Accy., Installed	Coolant in Genset

# KOHLER. Power Systems

444 Highland Drive, MS 072, Kohler, WI 53044  
 Phone: 920-457-4441  
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Version 1.0

09/20/2021

Page 3

	Miscellaneous Accy,Installed	Rodent Guards
	Miscellaneous Accy,Installed	Skid Extension & Caps
	Warranty	Standard
	Testing, Additional	Power Factor Test,0.8,3Ph Only
1	NEC Remote, E-Stop	
1	RSA III, Annunciator only	
1	Lit Kit, 150REOZJF,Production	

<b>Sourcewell Information (Share with Sourcewell Member as follows, including contract number   maturity date)</b>						
<b>KOHLER Awarded Contract: 120617-KOH</b>			<b>KOHLER Contract Maturity Date: 01/29/2022</b>			
<b>Model</b>	<b>Kohler List Price (Each)</b>	<b>Sourcewell Member Discount (% = \$)</b>		<b>Sourcewell Member Total Price FOB Factory</b>		<b>Qty.</b>
150REOZJF	\$ 58,065.00	39	%	\$ 22,645.35	\$ 35,419.65	1

### 3E Open Market Items-5% off 3E List Price-Per Sourcewell Contract

	<u>List Price</u>	<u>Discount</u>	<u>End Price</u>
Freight	\$800.00	\$40.00	\$760.00
Startup/2 Hour Load Bank	\$850.00	\$42.50	\$807.50
<b>Total Open Market Pricing</b>			<b>\$1,567.50</b>

## Pricing Section

---

**Net Price: \$36,987.15**

**Model: 150REOZJF (ATS already purchased)**

### Notes & Clarification:

- Taxes not included In Net Price
- Quotation Valid for 90 days

### Included in Net Price

- Submittal or Shop Drawings Provided
- Shipping to Job Site
- Startup By Factory Certified Service Tech, (Provided during Normal Business Hours 7:30AM -4:30PM)
- Training at Job Site: Provided at same time as startup,

### Not Included in Net Price (unless otherwise stated)

- Unload at Job Site
- Fuel
- Infrared Scanning
- Installation, Installation Materials
- Any Taxes
- Utility and/or Coordination Studies
- Local, State Permits, Licenses & Fees

### Estimated Delivery Information (After Written Notice to Proceed)

- **Lead time:**
  - **Generator Approx.: 44 weeks ARO**
  - **ATS Approx.: On Order-**

### Startup Information

To ensure requested dates, please contact 3E 14 days prior for scheduling.

Service will require a completed checklist returned prior to scheduling certified startup.

To schedule the warranty startup, please contact:

Heath Pelzer – Sales

M: (515) 639-7137

O: (515) 273-0100

[heath.pelzer@3e-co.com](mailto:heath.pelzer@3e-co.com)

Ryan Collins – Project Management

O: (515) 273-0100

[ryan.collins@3e-co.com](mailto:ryan.collins@3e-co.com)

All Kohler Power Systems Equipment require a factory certified startup to initiate Warranty.



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## Terms Section: Page 1

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*This Quotation is based on our interpretation of specifications and drawings. Kohler and 3E limit the scope of supply for this quotation to the equipment and services listed.*

*Confidentiality Notice: This quote, including any attachments, are for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.*

Proposed By Heath Pelzer

By its Acceptance below, the purchaser, acting by and through its undersigned representative, hereby authorizes Electrical Engineering and Equipment (3E) to use this form as a bona fide purchase order of the equipment shown per this quotation, which Offer establishes the price and specifications of the material ordered. The purchaser's undersigned representative signs this acceptance form according to the terms and conditions and warrants that such person has the proper authority to execute this form on behalf of the purchaser indicated.

### **Notice for Equipment Power Connections**

**The purchaser's undersigned representative further acknowledges and understands on behalf of the purchaser (1) that Electrical Engineering and Equipment requires that all engine generator systems and transfer switches have startup performed by a Kohler certified technician, and (2) that damage to the engine generator, transfer switch, or end user equipment prior to startup by a Kohler certified technician will void the Kohler warranty and will not under any circumstances be the responsibility of Electrical Engineering and Equipment (3E) or Kohler Power Systems. (See check box on acceptance page)**

**Please complete "Acceptance Page and return Account Representative**

---

3E (Electrical Engineering & Equipment) Corporate Office  
953 73rd St.  
Windsor Heights, IA 50312  
800.955.3633 Tel: 515.273.0100  
Fax: 515-266-1181

## Terms Section: Page 2

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### Return Goods Policy

#### Stock Material

3E will accept for full credit any normal stock item(s), in normal stock quantities, subject to the following conditions:

- A. The material must be in the original carton and in resalable condition.
- B. The material has been purchased within the past 120 days.
- C. The customer furnishes 3E with the invoices/sales order number on which the material was purchased.
- D. Any applicable cash discounts will be deducted from credits.

A 10% restocking charge will apply when a normally stocked item is returned to 3E without the customer supplying the invoice/sales order number of the original purchase.

A 25% restocking charge will apply when material is returned after 120 days.

Material will not be accepted for return if any of the following conditions apply:

- A. Packaging is soiled or damaged.
- B. Material is not in original container or package.
- C. Material was purchased more than one (1) year prior.
- D. Material is obsolete.
- E. Quantities are greater than those normally stocked by 3E.
- F. Material has been altered. (Example: cut wire)

**Non-Stock & Special Order Items** - 3E will accept for return to the manufacturer any special order or non-stock merchandise subject to the following conditions:

- A. Customer must provide the invoice/sales order number of the original purchase.
- B. Manufacturer has issued a Return Good Authorization (RGA).
- C. Material must be in the original container or package.
- D. Material must be in resalable condition.
- E. Customer agrees to accept all restocking, freight, and handling charges.
- F. Any applicable cash discounts will be deducted from credits.

**3E or Manufacturer Error** - 3E will accept for immediate and full credit any item(s) shipped incorrectly by 3E or any of our vendors if returned within 30 days.

**Defective Material** - 3E will accept for credit or exchange any defective material subject to the terms and conditions of the manufacturer's stated warranty. All material is subject to inspection and if found to be in working condition will be returned to the customer.

**Damaged Material** - 3E will accept for full credit any material damaged during delivery on a 3E truck. Damaged material will be picked up and credited or replaced as soon as possible. 3E must be notified within 5 working days of any such damaged goods.

**Limitation of Liability** - 3E will not accept responsibility for any expenses such as; labor, transportation, removal, installation, or other expenses which may be incurred in connection with damaged or defective equipment without prior written approval.

All prices F.O.B. point of shipment and subject without notice. Our responsibility ceases upon delivery in good order to the transportation company.

**Payment Terms - net 25th prox.**

**Any sales/use tax due on material is the responsibility of the purchaser.**

**1% service charge on delinquent accounts.**

Electrical Engineering & Equipment Company offers no warranties expressed or implied as to quality, durability, workmanship, performance, operation or fitness of any material or apparatus sold. Electrical Engineering & Equipment Company disclaims all liability including consequential or special damages. Warranties only as provided by the manufacturer in writing apply to all articles, material and apparatus sold by Electrical Engineering & Equipment Company. Such warranties as provided by the manufacturer will be provided to any customer upon request.

**Acceptance Section:** \*\* Indicates Necessary Information Required before Submittals or Orders will be Processed

TO

Heath Pelzer - P: 515.273.0100 / F: 515.273.0101 / M: 515.639.7137/ Email / [heath.pelzer@3e-co.com](mailto:heath.pelzer@3e-co.com)

(Please Print)

Company Accepting this Quotation: \*\* \_\_\_\_\_

Billing Address: \*\* \_\_\_\_\_

City:\*\* \_\_\_\_\_ State \*\* \_\_\_\_\_ Zip \*\* \_\_\_\_\_

Print Name: \*\* \_\_\_\_\_ Signature\*\* \_\_\_\_\_ Date \*\* \_\_\_\_\_

Purchase Order Number \*\* \_\_\_\_\_ Project Name: \_\_\_\_\_

Amount of Order including options accepted, if any, before tax \*\* \_\_\_\_\_

Please indicate by checking appropriated box. Is this Project Taxed? \*\* YES  NO   
(If no taxed, a tax Certificate is required with this form)

Please indicate by checking appropriated box. Is Retainage Required? \*\* YES  NO

Notice for Equipment Power Connections (Page 1 of Terms) \*\* YES

Terms: Read and Understand 3E Terms (Page 2 of Terms) \*\* YES

Ship To Address: \*\* \_\_\_\_\_ (Must have Physical Address, NOT PO BOX)

City: \*\* \_\_\_\_\_ State: \_\_\_\_\_ Zip:----- \_\_\_\_\_

End Users Name: \*\* \_\_\_\_\_ County \*\*--- \_\_\_\_\_

Job Site Address: \*\* \_\_\_\_\_ City: \*\* \_\_\_\_\_ State:\*\* \_\_\_\_\_ Zip \*\* \_\_\_\_\_

Electrical Job Site Foreman or Contact: \_\_\_\_\_ Phone \_\_\_\_\_

**Complete this Section if there is General Contractor:\*\* (Circle) --YES--NO--, If yes Provide Name,  
Is there a Bond (Circle) – Yes – NO ; if yes provide Bond Number: \_\_\_\_\_**

General Contractor: Name\*\* \_\_\_\_\_ Phone \*\* \_\_\_\_\_

Address \*\* \_\_\_\_\_ City \*\* \_\_\_\_\_ State\*\* \_\_\_\_\_ Zip \*\* \_\_\_\_\_

This acceptance page maybe used as Purchase Order and is required before submittals or orders are processed.

RESOLUTION OF AUTHORIZATION  
COMMUNITY DEVELOPMENT DEPARTMENT

---

**WHEREAS** the Jasper County Board of Supervisors would like to continue conducting programs for the evaluation and issuance of private water well construction and reconstruction permits. Jasper County will implement and enforce the water well construction permit rules of Iowa Administrative Code Chapter 38 and 49 Environmental Protection Commission (567).

**THEREFORE** the Jasper County Board of Supervisors will enter into the Iowa DNR Intergovernmental (28E) Agreement ID 21ESDWQBEDAY0001

Approved, this 28th day of October 2021.

---

Doug Cupples, Chairman  
Jasper County Board of Supervisors

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

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**IOWA DNR AGREEMENT ID 21ESDWQBEDAY0001  
INTERGOVERNMENTAL (28E) AGREEMENT BETWEEN  
THE IOWA DEPARTMENT OF NATURAL RESOURCES  
AND  
Jasper COUNTY, IOWA**

**THIS INTERGOVERNMENTAL (28E) AGREEMENT** (Agreement) is entered into by the Iowa Department of Natural Resources (Department), the Jasper County Board of Supervisors (County Board), and the designated County private water well permitting entity (Permitting Agency) (jointly referred to as the County.)

- I. **Authority:** This agreement is entered into pursuant to the authority in Iowa Code sub-sections 455B.172(3) and (9) and section 455B.187; 567 Iowa Administrative Code (IAC) sections 38.15-17; and Iowa Code chapter 28E.
- II. **Statement of Purpose:** The purpose of this agreement is to establish the terms and conditions for delegation to designated county Permitting Agencies of the Department's permit-issuing authority with respect to private water well construction and reconstruction (hereafter, jointly, "construction"), as provided in Iowa Code subsections 455B.172(3) and (9), section 455B.187 and administrative rules in Chapters 38 and 49 (IAC) applicable to county delegation. The agreement specifies the extent and manner of cooperation between the two agencies in conducting programs for the evaluation and issuance of private water well construction and reconstruction permits. This agreement places emphasis on assuring the County well program meets or exceeds the minimum standards required by the Department.
- III. **Entire Agreement:** This Agreement, its amendments, and its attachments shall constitute the entire agreement between the Department and the County with respect to delegation of the Department's authority to issue and ensure compliance with private water well construction permits. To the extent that the terms of this Agreement conflict with an act of the Iowa Legislature or with 567 IAC Chapters 38 and 49, (hereafter jointly referred to as Chapter 38 and Chapter 49 (IAC)), that act or those Chapters shall control.
- IV. A. **Concurrent Jurisdiction:** The Department retains concurrent jurisdiction with the County over the permitting for the construction and reconstruction of private water wells as provided in Iowa Code section 455B.187. Nothing in this Agreement or its attachments shall be construed as limiting the power of the Department to issue or deny private water well construction permits or to take any other action, including taking enforcement action in any manner and against any person, consistent with the provisions of Chapter 38 (IAC) and Chapter 49 (IAC), or any other rules established or to be established under Division III of Chapter 455B, which the Department and/or the Environmental Protection Commission deem necessary for the continued proper implementation of Iowa Code section 455B.187 or related sections of the Iowa Code.  
B. **No Defense Created:** Nothing in this Agreement shall be construed as creating a defense for any person except the County in any action by or against the Department, and no person except the County may use the terms of this Agreement as a defense against the Department in any action by or against the Department.
- V. **Review for Compliance:** This section of this Agreement shall apply in the event that any of the following items are either rescinded, declared invalid or improper by a court of law, a final administrative action, or an act of the Iowa Legislature, or are rendered moot and/or void for any reason: all or part of this Agreement; and/or all or part of the applicable County ordinances, regulations, and/or resolutions

referred to in this agreement; and/or all or part of said Chapters 38 and 49 (IAC). In such an event, the remaining rules, ordinances, and/or resolutions shall remain in full force and effect. Upon notice of such an event, the Department shall promptly review the remaining rules, ordinances, and/or resolutions to determine this Agreement's continuing compliance with Iowa Code subsections 455B.172(3) and (9) and section 455B.187 and any rule enacted under the authority of those sections.

VI. Certification of Authority: The County certifies it has lawfully adopted private well construction and reconstruction permitting ordinances or enforceable regulations in accordance with Iowa Code section 455B.172(3) that satisfy one of the following standards:

- The ordinances or regulations adopt by reference Chapters 38 and 49 (IAC); or
- The ordinances or regulations adopt Chapters 38 and Chapter 49 (IAC) in their entirety; or
- The ordinances or regulations are consistent with and no less stringent than Chapters 38 and 49 (IAC); or
- The ordinances and regulations grant express authority to the Permitting Agency to implement Chapters 38 and 49 (IAC) as provided in Iowa Code subsections 455B.172(3) and (9).

The County further certifies these ordinances and regulations grant the county authority to enforce violations of the above ordinances and regulations, or the authority to enforce violations of Chapters 38 and 49 (IAC) as provided in Iowa Code subsections 455B.172(3) and (9). The Department may periodically review the county ordinances and regulations to determine that they are consistent with and no less stringent than Chapters 38 and 49 (IAC), and that the County has adequate authority to enforce their local ordinances or regulations, or has the authority to enforce Chapters 38 and 49 (IAC) as provided in Iowa Code subsections 455B.172(3) and (9).

VII. Duties:

A. Duties of the County

1. Personnel: The County represents that it either has, or will acquire no later than the date of signing this agreement, all personnel required for the performance of the work specified under this Agreement.
2. Continued Employment: The County shall continue to employ sufficient personnel to perform the services of this Agreement for the duration of the Agreement.
3. Documentation: Prior to or immediately upon the signing of this Agreement, the County shall submit the following information to the Department:
  - i. The name(s), title(s), and all relevant work contact information of the employee(s) and/or the division(s) designated within the Permitting Agency that will be responsible for implementing the provisions of this agreement and the delegation authorities specified in Section VI above.
  - ii. A copy of the County regulations and/or County ordinance(s) and/or adopting resolutions authorizing the County to implement and enforce the water well construction permit rules of Chapters 38 and 49 (IAC) pursuant to the County's certification under Section V of this Agreement.
4. Compliance with Administrative Rules: The County shall comply with all applicable administrative rules in Chapter 38 and 49 (IAC).
5. Permit Application Review and Permit Issuance:
  - i. The Permitting Agency shall review all private water well construction permit applications for requests to construct private water wells (which shall include all applications to modify, repair, or upgrade existing private wells) on property or portions of property located within the County in accordance with the provisions of County ordinances, regulations, and the provisions of Chapters 38 and 49 (IAC), except as provided in subrule 567 IAC 38.15(4) and rule 567 IAC 38.16.

- ii. In its review, the Permitting Agency shall determine:
  - 1) If the proposed well location falls within an area that is regulated by federal, state, or local institutional controls.
  - 2) If the proposed well will withdraw less than 500 gallons per minute and the proposed location is known to be within 1000 feet of a previous or current known contaminated site or leaking underground storage tank (LUST) site as shown on the Department's Facility Explorer tool.
  - 3) If the proposed well will withdraw 500 gallons or more per minute and the proposed location is known to be within 2,500 feet of a previous or current known contaminated site or LUST site as shown on the Department's Facility Explorer tool.
  - 4) If the water well construction permit is submitted for a project requesting 10 or more boreholes.
  - 5) If the proposed well location falls within an area where the well is also regulated by a local governing body through the use of municipal ordinances or local covenants.

When proposed water well construction application meets any of the criteria stated in section VII.A.5.ii.1, VII.A.5.ii.2, VII.A.5.ii.3, VII.A.5.ii.4, or VII.A.5.ii.5 of this Agreement, the Permitting Agency shall consult with the Department before the issuance of a well construction permit.

- iii. If after the review of an application, the Permitting Agency determines that the proposed construction of a private water well complies with all applicable laws, rules, and county ordinances, and is pursuant to the authority granted to the County by this Agreement, the Permitting Agency shall issue a private well construction permit in a timely manner to the applicant.
  - iv. If the review by the Permitting Agency determines that an application should be denied, the Permitting Agency shall provide a written explanation to the applicant stating the reasons for the denial and shall include notice of the right to appeal the denial.
- 6. Compliance, Inspections and Monitoring: The County has the primary responsibility for enforcing its laws and regulations relating to the private water well construction permit program as long as this delegation agreement is in force.
  - 7. Monitoring for Compliance: It is expected that the County and/or Permitting Agency will monitor compliance with issued well construction permits by initiating full or partial on-site inspection and monitoring of permitted wells. The Department shall be allowed access to any reports of such or similar inspections or monitoring activities.
  - 8. Enforcement Action by the Permitting Agency: Should the Permitting Agency take enforcement action against permits issued by the Permitting Agency for applicable violations of Chapters 38 and 49 (IAC), as well as County rules, ordinances, and/or regulations, such enforcement action shall be handled in accordance with the noncompliance provisions of the County ordinances and regulations or any other applicable County ordinance, resolution, rules and/or regulations.
  - 9. Intergovernmental Cooperation: The County shall submit such information as the Department may require to show compliance with the private water well construction rules and the adequate implementation of the permitting authority delegated to the County.
  - 10. Reporting: Pursuant to 567 IAC 38.15(3), the Permitting Agency shall enter all new permit information on the internet access program called Private Well Tracking System (PWTS) before the well is constructed. The Permitting Agency shall ensure that well construction log information has also been entered in the PWTS within 90 days after well construction.

11. State Permit Fees: Pursuant to subrule 567 IAC 38.5(1), the County shall submit to the Department a fee of \$25 for each well permit issued. These fees shall be submitted within 90 days of well permit issuance. Fees must be submitted along with DNR form 542-8073.

B. Duties Of The Department

1. Administrator: The Department shall be the administrator of this Agreement for purposes of Iowa Code section 28E.6(1) to ensure its terms are properly carried out.
2. Review of County Program: The Department shall periodically review the rules, policies and procedures of the County and/or Permitting Agency to ensure consistency with Chapters 38 and 49 (IAC). The Department shall advise the County and Permitting Agency of its findings in writing. Such reviews shall not be more frequent than once a year unless the Department provides prior written notice. The Department shall conduct at least one review within the 12 months prior to the expiration date of this agreement.
3. Technical Assistance: The Department shall provide technical assistance and well program information to the County programs.
4. Areas of Contamination: The Department shall make available the technical resources to help the Permitting Agency determine the boundaries of known sources of contamination so that the Permitting Agency can determine if additional Department consultation and authorization is required by the applicant relating to the potential for groundwater contamination.
5. Water Allocation Permits: If the use of a proposed well intends to withdraw greater than 25,000 gallons per day, the Department shall, through its normal water allocation procedures under 567 IAC Chapters 50-54, provide the applicant a review of the proposed withdrawal prior to the use of the proposed well.
6. Compliance: The Department states its intention to limit its involvement in compliance activities or enforcement actions related to the Permitting Agency or private well construction permits issued by the Permitting Agency to:
  - i. Audits of the County and/or Permitting Agency's compliance with this Agreement; and
  - ii. Review and comment on any proposed changes in the County and/or Permitting Agency's rules, ordinances, policies, and/or procedures related to this Agreement; and
  - iii. Compliance activities or enforcement actions against any person where:
    - 1) The County specifically requests the Department's involvement and the Department agrees to accept responsibility; or
    - 2) The Department determines that the County program's enforcement response is inappropriate or untimely, after providing notice to the County and Permitting Agency in writing and allowing the County and/or Permitting Authority a reasonable opportunity to act prior to initiating any Department compliance activities or enforcement actions; or
    - 3) The Department is enforcing the provisions of 567 IAC 38.15(4), 38.16 and 38.17.
7. Intergovernmental Cooperation: In addition to the assistance and cooperation noted regarding specific issues above, the Department will keep the County informed of state and federal developments which may affect the private water well construction program in the County.

- VIII. Amendments: This Agreement may be amended at a later date by mutual agreement of the parties. Additionally, this Agreement expressly includes "Attachment A: Memoranda of Understanding," which shall include all memorandums of understanding between the County and the Department that are entered into before or after the signing of this Agreement that provide for specific procedures to be used by those parties in the implementation of this Agreement.



- IX. Period of Agreement: This Agreement is valid for an initial period of up to five years, beginning upon approval and signature of the County and the Department, and shall end five years after the signed date. This Agreement may be renewed by amendment for up to an additional to five years. Such an amendment may expressly include a duplication of this section of the Agreement to allow for future extensions. This Agreement may remain in effect up to a period of one month after the expiration date through a memorandum of understanding between the County and the Department if renewal negotiations are in progress and additional time is required.
- X. Legal or Administrative Entity Created: No new legal or administrative entity is created by this agreement.
- XI. Manner of Financing: The functions to be performed by the County, under the provisions of this agreement, are to be financed by the County at no obligation to the Department. The County may use permitting fees charged to all eligible applicants pursuant to 567 IAC 38.5. However, the County is not necessarily limited to the funding source referenced above.
- XII. Acquiring, Holding, or Disposing of Real Property: The functions of this Agreement do not require the acquisition, holding, or disposal of real property. In the event that an amendment to this Agreement or a memorandum of understanding included in Attachment A requires the acquisition, holding, or disposal of real property, this Agreement shall be amended to detail a manner of acquiring, holding, or disposing of real property.
- XIII. Termination: The Department or the County may terminate this agreement by providing to the other party a written notice of intent to terminate this agreement at least 60 days prior to the intended date of termination. The notice shall specify the reasons for termination, and shall be delivered by sending the notice to the person listed below via U.S. Certified Mail.

Chairperson  
 Jasper \_\_\_\_\_ County Board of Supervisors  
 101 - 1st St N  
 \_\_\_\_\_  
 Newton, IA 50208

Director  
 Department of Natural Resources  
 502 E 9<sup>th</sup> St  
 Des Moines IA 50319-0034

Upon termination, the County shall transfer to the Department all private water well construction permit program records in its possession, including file copies of permits, permittee files, unused application forms, all pending applications and pending fees, and all other documents generated as a result of this program. No later than 30 days following the stated termination date, the County shall deliver the above materials to the Department at the following address: Iowa DNR - Water Supply Section, 502 E 9<sup>th</sup> St, Des Moines IA 50319-0034.

- XIV. Filing and Recording: The Department shall file a copy of this agreement electronically with the Iowa Secretary of State in accordance with Iowa Code section 28E.8.

**ATTACHMENT A: Memoranda of Understanding**

None.

IN WITNESS THEREOF, the Department and the County have executed two copies of this agreement that include, each of which shall be considered an original.

IOWA DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Iowa Department of Natural Resources

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

Jasper  
\_\_\_\_\_ COUNTY, IOWA

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
Chairperson  
(Type or print name)  
County Board of Supervisors

County Authorized Permitting Agency  
Jasper County Community Development  
\_\_\_\_\_  
(Entity Name)

\_\_\_\_\_  
(Authorized Signature)

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

Kevin Luetters  
\_\_\_\_\_  
(Type or print name)

Community Development Director  
\_\_\_\_\_  
(Title)

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

**RESOLUTION APPROVING PLAT OF MLF FARMS SUBDIVISION**

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 MLF FARMS SUBDIVISION, and certified by Jeremy A Harris PLS of Clapsaddle-Garber Associates.

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

Lots 1 & 2 of MLF Farms Subdivision, Section 30, Township 79 N, Range 21 W of the Fifth P.M., Jasper County, Iowa.

LOT 1 CONTAINS 8.54 ACRES INCLUDING 0.65 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY

LOT 2 CONTAINS 11.46 ACRES INCLUDING .26 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY

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

NOW THEREFORE be it resolved that the plat designated MLF FARMS SUBDIVISION 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 MLF FARMS SUBDIVISION.

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

\_\_\_\_\_  
Notary

**APPROVAL OF SUBDIVISION PLAT NAME  
BY JASPER COUNTY AUDITOR**

Date: 09/22/2021

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

MLF FARMS 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 *Lynna Gulhoie*  
Real Estate Clerk- Jasper County, Iowa

Signed *Dennis J. Smith*  
Auditor of Jasper County, Iowa



# MLF FARMS SUBDIVISION JASPER COUNTY FINAL PLAT



**VICINITY MAP**  
NOT TO SCALE

**OWNER OF RECORD**

LONNE AND MARCIA FRITCH  
14444 SOUTH 68TH AVENUE WEST  
MITCHELLVILLE, IOWA

**FLOOD ZONE:**

(ZONE "X") AREA OF MINIMAL FLOOD HAZARD  
PANEL# 19099C0050D  
EFFECTIVE DATE OCTOBER 5, 2018

**PROPERTY ADDRESS:**

14444 SOUTH 68TH AVENUE WEST  
COLFAX, IOWA

**ZONE INFORMATION:**

JASPER COUNTY  
DISTRICT "A"  
AGRICULTURAL  
ACCESSORY STRUCTURES

**SURVEY REQUESTED BY:**

LONNE FRITCH

**FIELD WORK COMPLETED:**

MAY 6, 2021

FRONT YARD: STATE & FEDERAL ROADS 80 FEET  
ALL OTHER ROADS 60 FEET

SIDE YARDS: PRINCIPAL STRUCTURE 30 FEET  
ACCESSORY STRUCTURE 10 FEET

REAR YARDS: PRINCIPAL STRUCTURE 50 FEET  
ACCESSORY STRUCTURE 10 FEET

**LAND SURVEYOR**

JEREMY A. HARRIS, PLS  
CLAPSADDLE-GARBER ASSOCIATES  
16 EAST MAIN STREET  
MARSHALLTOWN, IOWA 50158  
(641) 752-6701

LOT WIDTH: N/A

LOT AREA: 2 NET ACRES

**UTILITY DISTRICTS**

CENTURYLINK

**JURISDICTION:**

JASPER COUNTY

IOWA REGIONAL UTILITY ASSOCIATION

MIDAMERICAN ELECTRIC

**LEGEND:**

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET  
1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/BLUE PLASTIC  
ID CAP #22259
- ( ) RECORDED AS

WINDSTREAM COMMUNICATION

**NOTE:**  
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.

VERIZON

MLF FARMS SUBDIVISION  
JASPER COUNTY



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.

JEREMY A. HARRIS, PLS \_\_\_\_\_ date

Iowa License Number 22259

My License Renewal Date is December 31, 2021

Pages or sheets covered by this seal: \_\_\_\_\_

SHEETS 1 OF 2 AND 2 OF 2

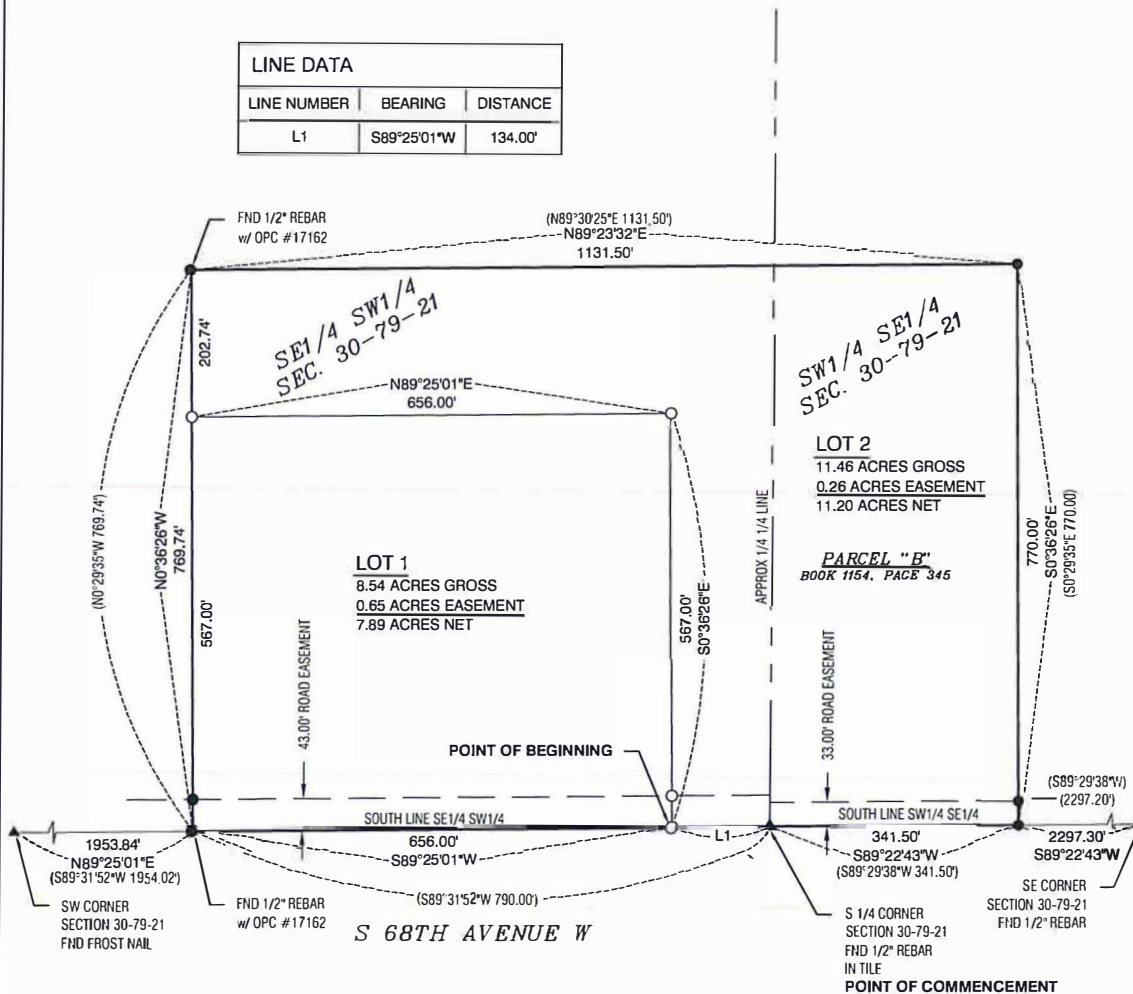


Clapsaddle-Garber Associates, Inc.  
16 East Main Street  
Marshalltown, Iowa 50158  
Ph 641-752-6701  
www.cgaconsultants.com

DRAWN CAQ	SHEET NO. 1 OF 2
DATE 7-2-2021	PROJECT NO. 79195.05

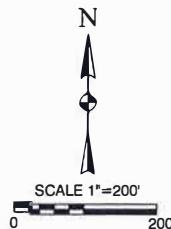
# MLF FARMS SUBDIVISION

LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	S89°25'01"W	134.00'



DESCRIPTION INSTRUMENT #2021-4339  
 PARCEL "B" OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION THIRTY, TOWNSHIP SEVENTY-NINE NORTH, RANGE TWENTY-ONE WEST OF THE FIFTH P.M., JASPER COUNTY, IOWA AS APPEARS OF RECORD IN PLAT OF SURVEY IN BOOK 1154, PAGE 345 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

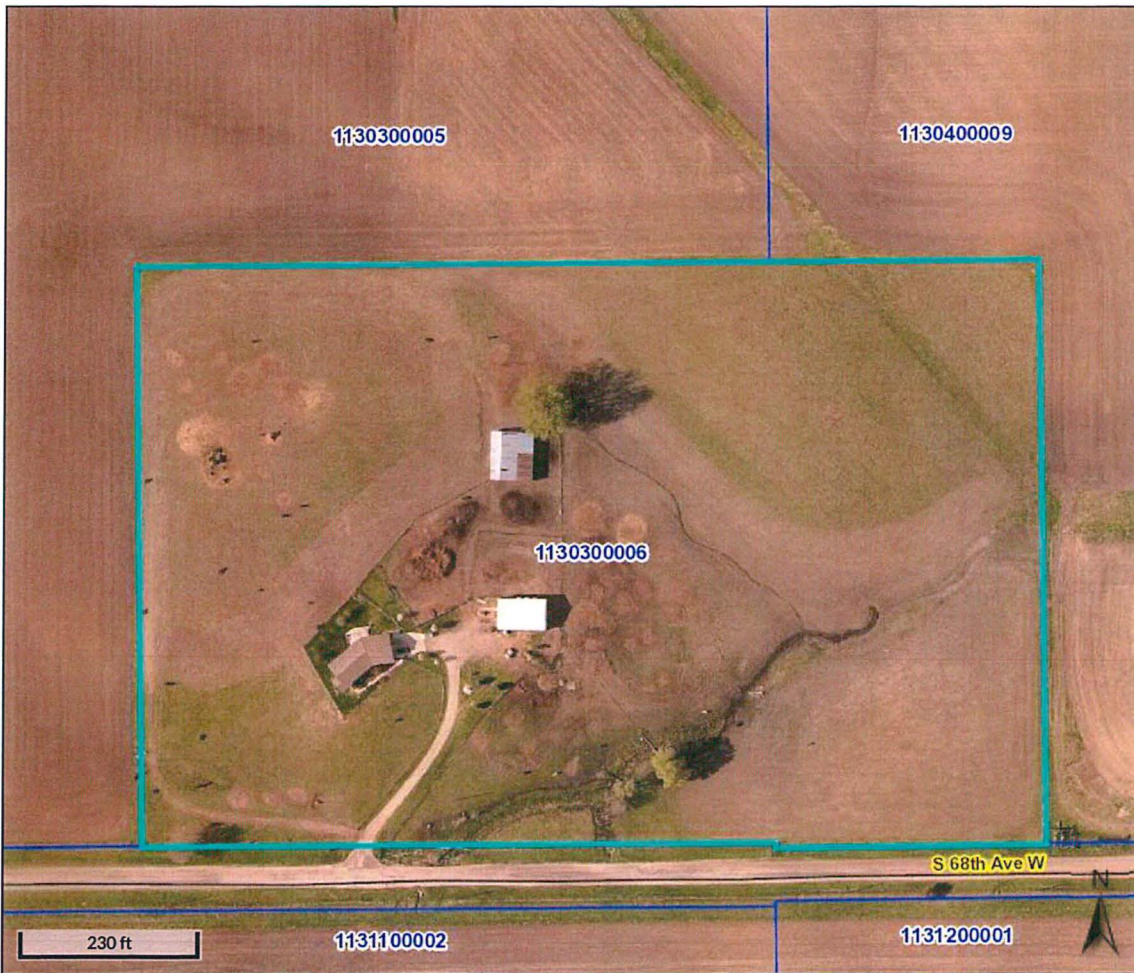
LOT 2	(GROSS-ACRES)	(EASE-ACRES)	(NET-ACRES)
SE1/4 SW1/4 SEC30-79-21	5.50 AC	0.13 AC	5.37 AC
SW1/4 SE1/4 SEC 30-79-21	5.96 AC	0.13 AC	5.83 AC
<b>TOTAL</b>	<b>11.46 AC</b>	<b>0.26 AC</b>	<b>11.20AC</b>



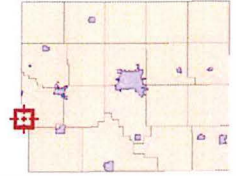
**CGA**

Clapsadd(e)-Garber Associates, Inc.  
 16 East Main Street  
 Marshalltown, Iowa 50158  
 Ph 641-752-6701  
 www.cgainc.com

DRAWN CAQ	SHEET NO. 2 OF 2
DATE 7-2-2021	PROJECT NO. 79195.05



**Overview**



**Legend**

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

<b>Parcel ID</b>	1130300006	<b>Alternate ID</b>	1800	<b>Owner Address</b>	FRITCH, LONNE
<b>Sec/Twp/Rng</b>	30-79-21	<b>Class</b>	AD		14444 S 68TH AVE W
<b>Property Address</b>	14444 S 68 AVE W	<b>Acreage</b>	18.96		MITCHELLVILLE, IA 50169
	COLFAX				
<b>District</b>	WSSPH				
<b>Brief Tax Description</b>	SECTION:30 TOWNSHIP:79 RANGE:21 PARCEL B IN SE SW & SW SE				
	<i>(Note: Not to be used on legal documents)</i>				

**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: 8/9/2021  
 Last Data Uploaded: 8/6/2021 7:13:54 PM

Developed by  **Schneider**  
 GEOSPATIAL



# Jasper County

**Coverages Proposed**  
**Accident Champion**  
**Critical Illness Champion**  
**Disability Income Champion**

Presented By :

**Combined Worksite Solutions**

Date: **September 20, 2021**

Contact: **Carter, Tamara**

Proposal Number: **JA20210920v0**

Proposal Accepted By :

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Table of Contents

Cover Page.....	2
Product Offering.....	3
Terms & Conditions.....	4
Assumptions.....	5
Accident with Distinction.....	6
Schedule of Benefits.....	8
Schedule of Rates.....	11
Critical Illness Champion.....	13
Disability Income Champion.....	31
Privacy Notice.....	36

# Product Offering

## Accident Insurance

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Accident Champion

## Critical Illness Insurance

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Critical Illness Champion

## Disability Insurance

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Disability Income Champion

This offer is valid for ninety (90) days from the proposal date  
Product benefits and availability are subject to state insurance law and may vary by state  
The material in this proposal is intended to be a brief description of the products included.  
Policy and/or certificate definitions, exclusions, provisions, and limitations are available upon request.

# Proposal Terms & Conditions

Effective date of coverage: 10/01/2021

The proposal is valid for 90 days from the proposal date.

If the number of employees increases or decreases by 10% from the time of proposal we have the right to revise our proposal.

If there is going to be significant change at the Employer before or during enrollment but prior to the effective date of the policy we have the right to revise our proposal.

An offer for coverage may only be accepted by written acceptance by a duly authorized officer of the Company or issuance of the applicable group policy.

Tuesday, September 21, 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 Carpenter and seconded by Talsma to open a public hearing for the rezoning request by CLV Legacy LLLP and Curtis Vos of parcel A Pt of the W1/2 SW ¼ Section 17 and NW ¼ NW ¼ Section 20, Township 79 N, Range 19 W, Jasper County from Agricultural to General Industrial to allow for the operation of a Salvage/Junk Yard. There were no public comments.

YEA: TALSMA, CARPENTER, CUPPLES

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

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Talsma and seconded by Carpenter to waive the 2<sup>nd</sup> and 3<sup>rd</sup> public hearings and approve the rezoning request by CLV Legacy LLLP and Curtis Vos of parcel A Pt of the W1/2 SW ¼ Section 17 and NW ¼ NW ¼ Section 20, Township 79 N, Range 19 W, Jasper County from Agricultural to General Industrial to allow for the operation of a Salvage/Junk Yard.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma and seconded by Carpenter to open a public hearing for the rezoning request by Al Fenner of Parcel B in SE ¼ NW ¼ Section 29, Township 80 N, Range 17 W, Jasper County from Agricultural to Single-family Residential.

YEA: CARPENTER, TALSMA, CUPPLES

There were no public comments.

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

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma and seconded by Carpenter to waive the 2<sup>nd</sup> and 3<sup>rd</sup> public hearings and approve the rezoning request by Al Fenner of Parcel B in SE ¼ NW ¼ Section 29, Township 80 N, Range 17 W, Jasper County from Agricultural to Single-family Residential.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma and seconded by Carpenter to open a public hearing concerning the Jasper County Farm Lease Agreement.

YEA: CARPENTER, TALSMA, CUPPLES

Talsma said that the lease would include a \$10 per acre increase with the total being \$78,758 annually. The lease would be for 5 years with a renegotiation clause at the 3-year point, if requested by either party.

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

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma and seconded by Carpenter to approve the approve the Farm Lease Agreement between Jasper County and Dean Van Kooten commencing March 1, 2022, and ending February 28, 2027

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma and seconded by Carpenter to approve a 3-year service agreement for generators used by the county between Jasper County and Ziegler Power Systems in the amount of \$3,514.95 per year. The agreement begins October 1, 2021 and ends September 30, 2024.

YEA: CARPENTER, TALSMA, CUPPLES

Buildings & Grounds Department Head Adam Sparks was instructed by the Board to move forward with the two quotes that he had received.

Adam Sparks presented to the Board two quotes for the replacement of the tress at the Sheriff's Office. Quotes from Garden Gate Landscaping and FranWay Tree Moving came in at \$4,500. Supervisors Talsma stated that the process that FranWay used to put in the trees gave the tree a better chance at surviving and doing well.

Motion by Talsma and seconded by Carpenter to approve the purchase of 10 trees from FranWay at the price of \$4,500.

YEA: CARPENTER, TALSMA,

NA: CUPPLES

Motion by Talsma and seconded by Carpenter to approve a contract for services between Jasper County and Mercy One Newton to do the County blood draw on October 27, 2021.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma and seconded by Carpenter to adopt Resolution 21-68 a hiring resolution certifying the following 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>
Elderly Nutrition	3 <sup>rd</sup> Cook Dishwasher	Jack Ross	\$10.92	Hire-in Rate Union Scale	09/22/2021

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 approve 2020 Tax Levies payable 2021/2022.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Carpenter and seconded by Talsma to approve claims paid through 09/14/2021.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Carpenter and seconded by Talsma to approve Board of Supervisors minutes for 09/14/2021.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Carpenter and seconded by Talsma to recess the meeting until 2:00 p.m.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Talsma and seconded by Carpenter to re-open the meeting at 2:00 p.m.

YEA: TALSMA, CARPENTER, CUPPLES

The Board received two bids for the Jasper County Jail lighting project, and they are as follows:

OGNI Group                      \$268,190      Start Date 10/04/2021 Finish Date 04/04/2022

Van Maanen Electric        \$246,236      Start Date 12/01/2021 Finish Date 03/01/2022

Motion by Carpenter and seconded by Talsma to accept the bid from Van Maanen Electric in the amount of \$246,236 for the Jail lighting project.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Carpenter and seconded by Talsma to adjourn the Tuesday, September 21, 2021 meeting of the Jasper County Board of Supervisors.

YEA: TALSMA, CARPENTER, CUPPLES

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Dennis K. Parrott, Auditor

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Doug Cupples, Chairman