

Jasper County, Iowa Board of Supervisors

PO Box 94, Newton, IA Phone: 641-792-7016 Fax: 641-792-1053

Denny Carpenter

Doug Cupples

Brandon Talsma

January 4, 2022

9:30 a.m.

www.jasperia.org

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

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

Pledge of Allegiance



- Item 1 Board of Supervisors**
- a) Organization of the Board
 - b) Resolution Establishing Board Meetings
 - c) Designation of Official Newspapers
- Item 2 Public Hearing – Engineer, Michael Frietsch**
- a) DOT Fiscal Year 2022, 5-year Program Amendment
- Item 3 Engineer – Michael Frietsch**
- a) Supplement Agreement No. 2 Construction Phase Services for Bridge J11-BRS-CHBP-C050(128)- -GB-50 – Over Sugar Creek
 - b) Supplement Agreement No. 2 Construction Phase Services for Bridge F01-BRS-CHBP-C050(129)- -GB-50 – Over Clear Creek
- Item 4 Public Hearing – Community Development, Kevin Luetters**
- a) Ordinance #61A On-Site Wastewater Treatment & Disposal
- Item 5 Public Hearing for County Redistricting Ordinance**
- Item 6 Public Hearing for Co-Line Urban Renewal Plan**
- a) Recommendation from Taxing Entities
 - 1) Objects to the Plan Reported to the Auditor
 - b) Resolution Adopting Co-Line Urban Renewal Plan
- Item 7 Public Hearing for Welder’s Shield, LLC and Co-Line Welding, Inc Development Agreement**
- a) Objection to the Proposed Action
 - b) Resolution approving Welder’s Shield, LLC and Co-Line Welding, Inc Development Agreement

(Continued on Page 2)

- Item 8 Sheriff – John Halferty**
a) Appointment of Deputy Todd (T.J.) Decker as Deputy Sheriff
- Item 9 Human Resources – Dennis Simon**
a) 2022 IRS Standard Mileage Rates
b) Resolution to Create a Driver's License Examiner position in the Treasurer's Office
c) Hiring Resolution for Treasurer's Office Driver's License Examiner – Stacy Foreman-Cobbs
- Item 10 Approval of Claims paid through 1/4/2022**
- Item 11 Approval of Board of Supervisors Minutes for 12/28/21**
- Item 12 Board Appointments**

PUBLIC INPUT & COMMENTS

RESOLUTION 22-01

Board of Supervisors Meetings

The Jasper County Board of Supervisors will meet, when possible, the First four Tuesdays of each Month in the calendar year 2022, at 9:30 a.m. in the Board of Supervisors Room (Room 203) of the Jasper County Courthouse.

Special meetings will be called as needed.

Board meetings shall be scheduled and conducted in compliance with Iowa Code Chapter 21.

Passed this _____ day of January 2022.

Chairman, of the Board of Supervisors

Attest:

Dennis K. Parrott, Auditor

SECONDARY ROADS FIVE YEAR PROGRAM

Iowa Department of Transportation
SECONDARY ROADS FIVE YEAR PROGRAM

County: Jasper County
Fiscal Year: 2022
Version: 1.0

COUNTY CERTIFICATION

The detailed construction program for the secondary road system was adopted by the Board of Supervisors on _____
Date

ATTESTED

County Auditor Date

County Engineer Date

Chairperson, Board of Supervisors Date

IOWA DOT PROGRAM APPROVALS

Recommended Approval: _____
OLS Reviewer Date

Approval: _____
Director of Local Systems Date

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	
BRS-CHBP-C050(128)-GB-50 Bridge Replacement 37403	On T38, Over SUGAR CREEK, S13 T80 R17 13 / 80 / 17	710 0.000 miles 197600	Previous	\$0 2021 Bridge Replacement FA	Local						\$450
					FM						
					Special						
					FA	246					
					SWAP	204					
BRS-CHBP-C050(129)-GB-50 F01PWA382 15532	On F-24, Over Clear Creek, S2 T80 R21 2 / 80 / 21	360 0.200 miles 198441	Previous	\$0 2021 Bridge Replacement FA	Local						\$750
					FM						
					Special						
					FA	410					
					SWAP	340					
STBG-SWAP-C050(125)-FG- 50 7 Inch PCC Unbonded Overlay 36033	On F62, from State Highway 163 East 4.3 Miles to State Highway 14 29 / 80 / 19	380 5.692 miles	Previous	\$0 367 PCC Paving SWAP	Local						\$2,500
					FM						
					Special						
					FA						
					SWAP	2,500					
L-C050(B05)-73-50 Local Bridge Replacement 44667	On N 107TH AVE E, Over POTATO CREEK, S8 T81 R18 8 / 81 / 18	35 miles 198890	Previous	\$80 320 Bridges Local	Local	80					\$80
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total	
						Year	1st	2nd	3rd	4th		
						FY	FY	FY	FY	FY		
						2022	2023	2024	2025	2026		
L-C050(D17)--73-50 Local Bridge Replacement 49753	On W 84TH ST N, Over TURKEY CREEK, from Hwy F- 24 W N 0.10 miles S33 T81 R20 33 / 81 / 20	10 0.000 miles 199450	New	\$80 320 Bridges Local	Local	80						\$80
					FM							
					Special							
					FA							
					SWAP							
LFM-C050(N08)--7X-50 Local Bridge Replacement 49748	On S 36th Ave W, Over SMALL STREAM, from W 60th St S E .33 miles S12 T79 R20 12 / 79 / 20	86 0.000 miles 197101	New	\$80 320 Bridges Local	Local	80						\$80
					FM							
					Special							
					FA							
					SWAP							
L-C050(S24)--73-50 Local Bridge Replacement 49751	On S 112TH AVE E, Over LITTLE ELK CREEK, from E 160th St S W 0.30 miles S26 T78 R18 26 / 78 / 18	15 0.000 miles 195450	New	\$50 320 Bridges Local	Local	100						\$100
					FM							
					Special							
					FA							
					SWAP							
L-C050(C21)--73-50 Local Bridge Replacement 45876	On N 83RD AVE E, Over SMALL STREAM, S25 T81 R19 25 / 81 / 19	25 0.000 miles 199190	Previous	\$50 320 Bridges Local	Local	100						\$100
					FM							
					Special							
					FA							
					SWAP							

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Pri gity Years				Total	
						Year	1st	2n d	3rd	4th		
						FY 2022	FY 2023	FY 2024	FY 2025	FY 2026		
L-C050(C06)--73-50 Local Bridge Replacement 45875	On N 115TH AVE W, Over SNIPE CREEK, S4 T81 R19 0.1 miles west of W 4th St N 4 / 81 / 19	10 0.000 miles 199060	Previous	\$50 320 Bridges Local	Local	100						\$100
					FM							
					Special							
					FA							
					SWAP							
L-C050(C02)--73-50 Local Bridge Replacement 49752	On N 115TH AVE E, Over LITTLE SNIPE CREEK, from E 36th St N W 0 miles S1 T81 R19 1 / 81 / 19	29 0.000 miles 199030	New	\$50 320 Bridges Local	Local	100						\$100
					FM							
					Special							
					FA							
					SWAP							
BRS-SWAP-C050(116)--FF-50 O11PWA527 27021	On County Road F48, Over Squaw Creek, on the west side of W 116th St S S11 T79 R21 11 / 79 / 21	1250 0.100 miles 30380	Previous	\$0 2021 Bridge Replacement SWAP	Local						\$1,500	
					FM							
					Special							
					FA							
					SWAP		1,500					
FM-C050(--55-50 HMA Resurfacing - Prairie Ave 49761	On OLD IA 392, from Prairie City E 1.23 miles to IA 163, and fillets off IA117 at S 44th, 52nd, 60th, and 68th Ave W 6 / 78 / 20	29 1.810 miles	New	\$0 366 HMA Paving FM	Local		49				\$309	
					FM		260					
					Special							
					FA							
					SWAP							

SECONDARY ROADS FIVE YEAR PROGRAM

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						Year	1st	2nd	3rd	4th	
						FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	
FM-C050()-55-50 HMA Resurfacing - Republic Ave 37404	On Republic Ave, from Monroe CL E 4.75 miles to E 40th St S S31, 32, 33,34,&35- T78- R19 31 / 78 / 19	120 4.750 miles	Previous	\$0 366 HMA Paving FM	Local						\$500
					FM		500				
					Special						
					FA						
					SWAP						
STBG-SWAP-C050()-FG-50 HMA Resurfacing - F48, E of I80 23673	F48 ,I80 E to Newton CL, Quicksilver 163 to Monroe CL, and Poplar 117 to W 116 St S 33 / 80 / 20	530 7.000 miles	Previous	\$0 366 HMA Paving SWAP	Local						\$3,000
					FM						
					Special						
					FA						
					SWAP		3,000				
L--73-63 Local Bridge Replacement 49771	On COUNTY LINE RD, Over CALHOUN CREEK, from W 66th St S W 0.56 miles S4 T77 R20 Bridge on Marion County line. Jasper County will pay for half. 4 / 77 / 20	15 0.000 miles 241280	New	\$40 320 Bridges Local	Local		40				\$40
					FM						
					Special						
					FA						
					SWAP						
L-C050(S23)-73-50 Local Bridge Replacement 49763	On S 112TH AVE E, Over ELK CREEK, from E 106th St S W 0.81 miles S26 T78 R18 26 / 78 / 18	15 0.000 miles 195440	New	\$93 320 Bridges Local	Local		220				\$220
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	
LFM-C050(M10)--7X-50 Local Bridge Replacement 37408	On S 44th Ave, Over SMALL STREAM, on NLINE S16 T79 R19 16 / 79 / 19	470 0.000 miles 196910	Previous	\$93 2021 Bridge Replacement Local	Local		220				\$220
					FM						
					Special						
					FA						
					SWAP						
L-C050(N06)--73-50 Local Bridge Replacement 45878	On S 28TH AVE W, Over SEVERS CREEK, S9 T79 R20 9 / 79 / 20	52 0.000 miles 197070	Previous	\$50 320 Bridges Local	Local		100				\$100
					FM						
					Special						
					FA						
					SWAP						
LFM-C050(J08)--7X-50 Local Bridge Replacement 45877	On JEWEL ST, Over SMALL STREAM, S10 T80 R17 1.0 miles south of Hwy F 27 E 10 / 80 / 17	60 0.000 miles 197570	Previous	\$50 320 Bridges Local	Local		100				\$100
					FM						
					Special						
					FA						
					SWAP						
BROS-SWAP-C050()-FE-50 Bridge Replacement - D05 49765	On N 107TH AVE W, Over CLEAR CREEK, from W 100th ST N E 1.20 miles S5 T81 R20 5 / 81 / 20	48 0.000 miles 199310	New	\$0 320 Bridges SWAP	Local						\$1,500
					FM						
					Special						
					FA						
					SWAP			1,500			

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	
BROS-SWAP-C050()-SE-50 Bridge Replacement - E19 38753	On Eagle St, Over INDIAN CREEK, from Elk Ave N 0.17 miles S27 T81N RR21 27 / T81N / R21	37 0.010 miles 199690	Previous	\$0 2021 Bridge Replacement SWAP	Local						\$350
					FM						
					Special						
					FA						
					SWAP			350			
STBG-SWAP-C050()-FG-50 HMA Resurfacing - F48, W of I80 38755	On S6G 4.5 miles north of F70, F48 3.3 miles east of Colfax, T38 1.7 miles north of I80	530 9.500 miles	Previous	\$0 366 HMA Paving SWAP	Local						\$4,000
					FM						
					Special						
					FA						
					SWAP			4,000			
FM-C050()-55-50 HMA Resurfacing - E 125th St N 37407	On E 125TH ST N, from US Hwy 6 N 1.7 miles to N 39th Ave E 21 / 80 / 17	430 1.700 miles	Previous	\$0 366 HMA Paving FM	Local						\$750
					FM			750			
					Special						
					FA						
					SWAP						
LFM-C050(O10)-7X-50 Local Bridge Rehabilitation 32218	On County Road F48, Over Small Stream, along WLINE S10 T79 R21 Installing Box under deck 10 / 79 / 21	1250 0.010 miles 30370	Previous	\$100 320 Bridges Local	Local			200			\$200
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY	FY	FY	FY	FY	
						2022	2023	2024	2025	2026	
L-C050(S25)--73-50 Local Bridge Replacement 49767	On S 112TH AVE E, Over SMALL STREAM, from E 64th St S E 0.27 miles S30 T78 R18 30 / 78 / 18	39 0.000 miles 195461	New	\$100 320 Bridges Local	Local			200			\$200
					FM						
					Special						
					FA						
					SWAP						
L-C050(F04)--73-50 Local Bridge Replacement 49766	On N E ST, Over SMALL NATURAL STREAM, from E Main St N 0.18 miles S3 T80 R21 3 / 80 / 21	344 0.000 miles 30780	New	\$100 320 Bridges Local	Local			220			\$220
					FM						
					Special						
					FA						
					SWAP						
STBG-SWAP-C050()--FG-50 HMA Resurfacing - 48 W, W of Colfax 44674	On F48 W, from Polk County E 5.25 miles to West CL of Monroe 11 / 79 / 21	1470 5.250 miles 30370	Previous	\$0 1509 Pavement Rehab SWAP	Local						\$4,000
					FM						
					Special						
					FA						
					SWAP			4,000			
BRS-SWAP-C050()--FF-50 Bridge Replacement - C08 49764	On S 62, Over N. SKUNK RIVER, from N 107th Ave W N 0.12 miles S5 T81 R19 5 / 81 / 19	753 0.000 miles 199080	New	\$0 320 Bridges SWAP	Local						\$1,500
					FM						
					Special						
					FA						
					SWAP				1,500		

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	
L-C050(C05)--73-50 Local Bridge Replacement 49784	On N 115TH AVE W, Over SNIPE CREEK, from E 12th St N W 1.12 miles S4 T81 R19 4 / 81 / 19	49 0.000 miles 199050	New	\$100 320 Bridges Local	Local				200		\$200
					FM						
					Special						
					FA						
					SWAP						
L-C050(E16)--73-50 Local Bridge Replacement 49782	On N 95TH AVE W, Over SILVER CREEK, from W 140th St N W 0.56 miles S18 T81 R21 18 / 81 / 21	34 0.000 miles 199620	New	\$50 320 Bridges Local	Local				100		\$100
					FM						
					Special						
					FA						
					SWAP						
L-C050(B15)--73-50 Local Bridge Replacement 49783	On N 75TH AVE E, Over BURR OAK CREEK, from E 84th St N E 0.56 miles S34 T81 R18 34 / 81 / 18	29 0.000 miles 199000	New	\$50 320 Bridges Local	Local				100		\$100
					FM						
					Special						
					FA						
					SWAP						
L-C050(L25)--73-50 Local Bridge Replacement 49769	On S 60TH AVE E, Over ELK CREEK, from E 84th St S W 0.16 miles S28 T79 R18 28 / 79 / 18	39 0.000 miles 196741	New	\$100 320 Bridges Local	Local				200		\$200
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total	
						Year	1st	2nd	3rd	4th		
						FY	FY	FY	FY	FY		
						2022	2023	2024	2025	2026		
BROS-SWAP-C050()-SE-50 Bridge Replacement - I07 49768	On F 27, Over NORTH SKUNK RIVER, from N 55th Ave E S 0.03 miles S8 T80 R18 8 / 80 / 18	99 0.000 miles 197730	New	\$0 2021 Bridge Replacement SWAP	Local						\$2,000	
					FM							
					Special							
					FA							
					SWAP				2,000			
L-C050(R01)-73-50 Local Bridge Replacement 49770	On E 40TH ST S, Over REASNOR CREEK, from S 76th Ave E S 0.12 miles S1 T78 R19 1 / 78 / 19	39 0.000 miles 195581	New	\$100 320 Bridges Local	Local					200	\$200	
					FM							
					Special							
					FA							
					SWAP							
L-C050(N17)-73-50 Local Bridge Replacement 49786	On S 52ND AVE W, Over SMALL STREAM, from W 68th St S E 0.73 miles S23 T79 R20 23 / 79 / 20	10 0.000 miles 197210	New	\$50 320 Bridges Local	Local					100	\$100	
					FM							
					Special							
					FA							
					SWAP							
L-C050(B02)-73-50 Local Bridge Replacement 45874	On E 84TH ST N, Over SMALL STREAM, from N 107th Ave W N 0.37 miles S4 T81 R18 4 / 81 / 18	5 0.000 miles 198861	Previous	\$50 320 Bridges Local	Local					100	\$100	
					FM							
					Special							
					FA							
					SWAP							

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp	Priority Years				
						Year	1st	2nd	3rd	4th	
Project Number	Location	AADT	Status	Day Labor							Total
Project Name	Description of Work	Length	FM	Type of Work		FY	FY	FY	FY	FY	
Project ID	Section / Township / Range	Federal ID	Transfer	Project Type	Fund	2022	2023	2024	2025	2026	
L-C050(118)--73-50	On INDIGO AVE, Over COON	87	New	\$100	Local					200	\$200
Local Bridge Replacement	CREEK, from Kellog E 0.12	0.000 miles		320 Bridges	FM						
49785	miles S24 T80 R18	197840		Local	Special						
					FA						
	24 / 80 / 18				SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Fund	2022	2023	2024	2025	2026
SWAP	\$3,044,560	\$4,500,000	\$5,850,000	\$5,500,000	\$2,000,000
FM	\$0	\$760,000	\$750,000	\$0	\$0
Local	\$640,000	\$729,344	\$620,000	\$600,000	\$600,000
FA	\$655,440	\$0	\$0	\$0	\$0



CALHOUN-BURNS AND ASSOCIATES, INC.

BRIDGES ♦ STRUCTURES ♦ TRANSPORTATION

December 6, 2021

Michael Frietsch, P.E.
Jasper County Engineer
910 N. 11th Ave. E.
Newton, IA 50208-1866

**RE: SUPPLEMENTAL AGREEMENT NO. 2 FOR CONSTRUCTION PHASE SERVICES
BRIDGE NO. J11 OVER SUGAR CREEK
BRS-CHBP-C050(128)--GB-50 (FHWA No. 197600)
JASPER COUNTY
CB&A No. 2020139**

Dear Mr. Frietsch:

This Supplemental Agreement No. 2 is submitted in accordance with our current Consulting Engineering Contract dated January 28, 2020, and your request for Calhoun-Burns and Associates, Inc. (CB&A) to provide construction phase services for Bridge No. J11 located in Section 13 of Rock Creek Township. This project was let through the Iowa DOT.

Our construction phase services will include attending a preconstruction meeting, assisting with on-site construction observation, reviewing shop drawing submittals, coordinating partial payments, assisting with documenting the construction materials used in the project, and coordinating the field testing required by the governing specifications. In addition, we will help maintain the construction records for a possible post construction review by the Iowa DOT.

We propose to provide the construction phase services at our hourly rates current at the time these services are performed plus actual expenses, all in conformance with Section VII. (B) Change of Work of our Agreement. Construction is anticipated to begin in the spring of 2022 with the road remaining closed for the duration of construction. All construction activities should be completed by November of 2022. Our invoices will include our direct expenses including any construction observation and field or material testing performed by any subconsultants. In addition, the County may be invoiced directly by the Iowa DOT for material testing and certification provided by their staff.

The actual amount of engineering services required during construction by CB&A and any subconsultants will ultimately be determined during the construction period identified by the contractor. There are several factors which will impact their effort as there are inherent risks in all construction projects. Our scope of services for this project are based on our previous experience on recent and similar projects. The actual start and completion dates; skill, quality, and efficiency of the contractor and subcontractors; the effect on labor and material due to the COVID 19 pandemic; any unforeseen and/or unsuitable site conditions; and the amount of poor weather during the construction period are just a few of the factors which will directly impact how construction of the project proceeds and ultimately, the amount of effort required and efficiency by CB&A and any subconsultants in providing these services.

Michael Frietsch, P.E.
December 6, 2021
Page 2

All provisions of the original Agreement remain in effect except as modified by this Supplemental Agreement No. 2.

Please review this submittal and, if it is acceptable, obtain the required County signatures on both copies. Email an executed copy to Brian Catus, P.E., Local Systems Field Engineer – Central Region at the Iowa DOT for approval of payment from your Farm-to-Market Road Fund. Please email us a fully executed copy to our office. We will continue to do a good job for you and Jasper County.

Sincerely,



JEFF M. FADDEN, P.E.
VICE PRESIDENT

APPROVED FOR JASPER COUNTY:

BOARD OF SUPERVISORS – CHAIR

RECOMMENDED FOR APPROVAL:

ATTESTED BY:

MICHAEL FRIETSCH, P.E.
JASPER COUNTY ENGINEER

JASPER COUNTY AUDITOR

DATE: _____

DATE: _____



CALHOUN-BURNS AND ASSOCIATES, INC.

BRIDGES ♦ STRUCTURES ♦ TRANSPORTATION

HOURLY BILLING RATES (EFFECTIVE JULY, 2021)

PRINCIPAL OF FIRM IV	\$ 220.00 / HOUR
PRINCIPAL OF FIRM III	\$ 212.00 / HOUR
PRINCIPAL OF FIRM II	\$ 203.00 / HOUR
PRINCIPAL OF FIRM I	\$ 194.00 / HOUR
SENIOR PROJECT MANAGER IV	\$ 179.00 / HOUR
SENIOR PROJECT MANAGER III	\$ 174.00 / HOUR
SENIOR PROJECT MANAGER II	\$ 171.00 / HOUR
SENIOR PROJECT MANAGER I	\$ 166.00 / HOUR
PROJECT MANAGER IV	\$ 168.00 / HOUR
PROJECT MANAGER III	\$ 164.00 / HOUR
PROJECT MANAGER II	\$ 160.00 / HOUR
PROJECT MANAGER I	\$ 155.00 / HOUR
SENIOR PROJECT ENGINEER IV	\$ 154.00 / HOUR
SENIOR PROJECT ENGINEER III	\$ 146.00 / HOUR
SENIOR PROJECT ENGINEER II	\$ 136.00 / HOUR
SENIOR PROJECT ENGINEER I	\$ 127.00 / HOUR
PROJECT ENGINEER IV	\$ 142.00 / HOUR
PROJECT ENGINEER III	\$ 132.00 / HOUR
PROJECT ENGINEER II	\$ 122.00 / HOUR
PROJECT ENGINEER I	\$ 111.00 / HOUR
SENIOR DESIGN ENGINEER IV	\$ 125.00 / HOUR
SENIOR DESIGN ENGINEER III	\$ 115.00 / HOUR
SENIOR DESIGN ENGINEER II	\$ 108.00 / HOUR
SENIOR DESIGN ENGINEER I	\$ 98.00 / HOUR
DESIGN ENGINEER IV	\$ 119.00 / HOUR
DESIGN ENGINEER III	\$ 112.00 / HOUR
DESIGN ENGINEER II	\$ 106.00 / HOUR
DESIGN ENGINEER I	\$ 100.00 / HOUR
ENGINEER INTERN	\$ 84.00 / HOUR
SENIOR TECHNICIAN IV	\$ 128.00 / HOUR
SENIOR TECHNICIAN III	\$ 123.00 / HOUR
SENIOR TECHNICIAN II	\$ 118.00 / HOUR
SENIOR TECHNICIAN I	\$ 112.00 / HOUR
TECHNICIAN IV	\$ 113.00 / HOUR
TECHNICIAN III	\$ 109.00 / HOUR
TECHNICIAN II	\$ 105.00 / HOUR
TECHNICIAN I	\$ 101.00 / HOUR
OFFICE MANAGER	\$ 107.00 / HOUR
ADMINISTRATIVE ASSISTANT IV	\$ 97.00 / HOUR
ADMINISTRATIVE ASSISTANT III	\$ 93.00 / HOUR
ADMINISTRATIVE ASSISTANT II	\$ 89.00 / HOUR
ADMINISTRATIVE ASSISTANT I	\$ 84.00 / HOUR
MILEAGE:	CURRENT IRS STANDARD RATE
EXPENSES:	ACTUAL COST

**HOURLY RATES SHALL BE ADJUSTED ANNUALLY IN ACCORDANCE WITH
CONSULTING ENGINEERS' NORMAL BUSINESS PRACTICE.**

1500 30th Street ♦ West Des Moines, IA 50266

WATS 877/241-8003 ♦ Phone 515/224-4344 ♦ FAX 515-224-1385 ♦ email: email@calhounburns.com

STAFF HOUR ESTIMATE / HOURLY RATE FEE PROPOSAL WORKSHEET*
BID AND CONSTRUCTION PHASE SERVICES
BRIDGE J-11 ON T-38 OVER SUGAR CREEK
JASPER COUNTY, IOWA
PROJECT NO. BRS-CHBP-C050(128)—GB-50
CB&A NO. 2020139

ESTIMATED PAYROLL COST

Principal	10	Hours at	\$ 194.00	=	\$ 1,940.00
Resident Engineer	100	Hours at	\$ 132.00	=	\$ 13,200.00
Resident Observer	400	Hours at	\$ 101.00	=	\$ 40,400.00
Clerical	10	Hours at	\$ 89.00	=	\$ <u>890.00</u>
Estimated Payroll Cost					\$ 56,430.00

ESTIMATED EXPENSES

Mileage, Meals, etc.					\$ 2,570.00
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ESTIMATED PROJECT COST \$ 59,000.00

*Staff hour estimate figures provided are grouped into generalized work categories, and are used as a basis for total hourly rate fee development only. No guarantee is intended or implied that staff hours actually expended for individual items, individual tasks, or individual employee categories will be exactly as shown on this staff hour estimate. Should conditions and circumstances occur during construction of the project which are different than our assumptions at this time, we will request additional fee authorization as necessary to complete the construction phase services. Assumes construction to start in June of 2022 and all field activities complete by Oct. 15, 2022.

Signature: _____

Jeff M. Fadden, P.E., Vice President
Calhoun-Burns and Associates, Inc.

Date: _____

12/21/21

~~Met~~ McClure
J II

**Exhibit C
Detailed Scope of Work
Jasper County T38 Bridge Replacement over Sugar Creek**

I) PROJECT DESCRIPTION

- A) This scope of services is for the construction administration construction staking *- in contract* and on-site project representative for Jasper County T38 Bridge Replacement over Sugar Creek (BRS-CHBP-C050(128)—GB-50). The project has one hundred (100) working days.
- B) Iowa DOT Standard Specifications shall be referenced for construction.

II) ASSUMPTIONS

- A) The Engineer of Record (Calhoun-Burns & Associates, Inc.) will be responsible for the conducting the pre-construction meeting, shop drawing and other submission reviews for general compliance with the construction contract, required engineering calculations and/or analysis, coordination of utility relocations, coordination and conducting weekly construction meetings, and other items as specifically outlined in this agreement for the Engineer of Record.
- B) Work Schedule:
1) Services as outlined in Section III below shall be completed following all construction activities (planned five-day work week within 100 working days). Construction activities are anticipated to commence on or before June 6, 2022. If changes are made to this schedule, the ENGINEER shall submit changes to the OWNER for approval.

III) BASIC SERVICES

- A) Phase 100 – Preliminary Planning and Reports
1) Not Included.
- B) Phase 200 – Existing Conditions
1) Not Included.
- C) Phase 300 – Funding
1) Not Included.
- D) Phase 400 – Preliminary Design
1) Not Included.
- E) Phase 500 – Final Design and Plans
1) Not Included.
- F) Phase 590 – Land Acquisition
1) Not Included.
- G) Phase 600 – Construction Administration
1) Task 601 – Construction Administration
(a) Pre-construction Meeting - The ENGINEER shall attend one (1) pre-construction meeting after award of construction contract for the OWNER's contractor, subcontractors, and other interested parties. The ENGINEER is not responsible for meeting agenda, meeting minutes, or coordination for this meeting.
- (b) Shop Drawing Submittal Reviews - The ENGINEER will not review shop drawings, samples, or other data the Contractor is required to submit, as these items are to be reviewed by the Engineer of Record (Calhoun-Burns & Associates, Inc.). The ENGINEER shall not evaluate and determine the

out of scope

acceptability of substitute materials and equipment proposed by the Contractor.

- (c) Pay Requests and Change Order Preparations - The ENGINEER shall prepare contractor pay requests and coordinate with Engineer of Record (Calhoun-Burns & Associates, Inc.) on necessary interpretations and clarifications of the contract documents, and in connection therewith, prepare change orders as required for approval of the OWNER. It is estimated that there will be eight (8) pay requests and five (5) change orders for this project.
- (d) The ENGINEER will administer the Project utilizing the Doc Express software developed and required by the Iowa DOT.

2) Task 603 – Testing Coordination

- (a) The ENGINEER will coordinate the acceptance testing and monitoring according to the specifications including the services provided by an independent testing laboratory retained by the Contractor or OWNER. The ENGINEER's review of such testing and certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such observations, tests, or approvals comply with the requirements of the Contract Documents. The ENGINEER shall be entitled to rely on the results of such tests. Testing to be reviewed for this project are:
 - (i) Compressive and/or flexural strength PCC tests.
- (b) If deficient or unstable soil conditions are encountered on-site that were not identified in the Contract Documents or test occur that show noncompliance with Contract Documents and Specifications, then the OWNER shall contact the Engineer of Record (Calhoun-Burns & Associates, Inc.) for remediation.

H) Phase 650 – Onsite Project Representative

1) Task 651 – Resident Project Representative (RPR)

- (a) RPR duties for the project as outlined in Exhibit 'F', including attending one (1) pre-construction conference with the contractor and OWNER, reviewing and processing applications for partial payment and preparing change orders for approval by the OWNER.
- (b) Periodic Site Observations - The ENGINEER will provide a RPR to perform construction observation services for the OWNER and at the times and intervals appropriate to the stage of construction to observe the progress and quality of the work to determine if the results of the construction work are in general compliance with the Contract Documents. It is assumed that construction observation will be performed part-time, approximately four (4) hours per day for one hundred (100) working days of construction, or as otherwise agreed to in writing by the OWNER and the ENGINEER in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the ENGINEER, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The ENGINEER shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The ENGINEER shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for

the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

During RPR services, based on the general observation described in the paragraph above, the ENGINEER shall keep the OWNER informed about the progress of the Work. If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the ENGINEER as Additional Services in accordance with the terms of this Agreement.

If the Contractor exceeds the estimated 100 working days in completing construction of the project, or if change orders or project additions require additional working days, the ENGINEER will be compensated for administration, construction observation and staking services based on established hourly rates and fixed expenses outlined in the ENGINEER's Standard Fee Schedule.

- (c) If RPR or Project Engineer observes, or has reason to believe, the Contractor's construction methods or materials used does not meet the contract documents, the Project Engineer will immediately notify the OWNER to determine the appropriate corrective measure(s) to be taken. This may include the OWNER directing the Contractor to stop work until the appropriate corrective measure(s) is determined.
- (d) The ENGINEER shall verify materials provided by the Contractor are in accordance with the Contract Documents. The ENGINEER reserves the right to reject any inappropriate or damaged materials delivered to or observed on the site. The ENGINEER shall notify the OWNER of inappropriate, or damage materials found at the site.
- (e) The ENGINEER shall prepare a weekly report of working days and provide to the OWNER.
- (f) The ENGINEER shall measure and keep a record of contract quantities for payment applications and observe and document resting required of the Contractor.
- (g) The ENGINEER shall periodically observe pile driving and vibration monitoring operations (if required) for each bridge substructure. The ENGINEER will fill out the pile driving log.
- (h) The ENGINEER shall periodically observe the placement of reinforcing steel, and conduct a final review prior to each structural concrete and reinforced concrete pavement pour.
- (i) The ENGINEER shall periodically observe grading and subgrade preparation and review with the Contractor required moisture and density testing, proof rolling operations, and any observed deficiencies in the subgrade prior to paving.
- (j) The ENGINEER shall be on-site full time during structural concrete pours and paving operations. Concrete slump and air tests will be taken and recorded. Compressive strength test cylinders and/or flexural strength test beams will be cast on site and picked up by the OWNER's independent testing laboratory.
- (k) The ENGINEER shall conduct wage rate interviews in accordance with the Davis-Bacon Act.
- (l) Pavement thickness core testing will be provided by the Contractor or OWNER.
- (m) RPR services does not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP) which is the responsibility of the OWNER and Contractor. ENGINEER

will attend weekly SWPPP inspections with the OWNER and Contractor as requested.

- (i) The ENGINEER shall maintain a complete set of construction records as necessary for Iowa DOT Post-Construction Record Review. Cooperation with providing necessary information and documentation by the Engineer of Record, OWNER, and Contractor and their subcontractors and suppliers will be required to ensure compliance. The ENGINEER is not responsible for noncompliance from the Engineer of Record, OWNER, Contractor or the Contractor's subcontractors and suppliers.

I) Phase 700 – Survey Services

1) Task 760 – Construction Staking

- (a) The ENGINEER shall arrange for all construction stakes for the Project. The ENGINEER will provide one set of stakes for each primary construction operation. Any staking that is destroyed and has to be replaced, or request for additional staking, will be at the Contractor's expense.

— already in contract

J) Phase 800 – Project Closeout

1) Task 801 - Final Inspections and Project Close-Out

- (a) The ENGINEER shall perform a site observation to determine if the project is substantially complete according to the plans and specifications, prepare a punch list and make recommendation on final payment upon completion of punch list items.

- (b) It is understood that the OWNER will accept any portion of the project only after recommendation by the ENGINEER. Final acceptance of the project by the OWNER shall not be deemed to release the Contractor from responsibility for ensuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the ENGINEER for his liability of design.

(c) Record Drawings

- (i) The ENGINEER shall furnish record drawings for the Project. It is assumed the Engineer of Record will assist with this work as it pertains to changes on their portion of the design. Such record drawings may contain a waiver of liability phrase in regard to unknown changes made by the Contractor without City / Engineer of Record (Calhoun-Burns & Associates, Inc.) approval.

(d) Iowa DOT Post-Construction Record Review

- (i) The ENGINEER will assist the OWNER with preparing the audit documents for review and approval by the Iowa DOT. Cooperation with providing necessary information and documentation by the Engineer of Record, OWNER, and Contractor and their subcontractors and suppliers will be required to ensure compliance. The ENGINEER is not responsible for noncompliance from the Engineer of Record, OWNER, Contractor or the Contractor's subcontractors and suppliers.

K) Phase 850 – Project Management and Coordination

1) Task 851 – Project Management and Coordination (assume 12 months)

- (a) The ENGINEER will provide up to twelve (12) monthly progress reports and project invoices to the OWNER.
- (b) The ENGINEER will perform business and contract administration (assume 12 months).
- (c) The ENGINEER will maintain documentation of pertinent correspondences made by email, memos, letters, telephone, etc.

L) Phase 900 Additional Services

1) Not Included.

IV) FEES:

The fees for Engineering Services shall be described below:

A) Basic Services:	Agreement for:	T38 Bridge Only	Both Bridges
1) Phase 100 – Preliminary Planning and Reports		\$ 0.00	\$ 0.00
2) Phase 200 – Existing Conditions		\$ 0.00	\$ 0.00
3) Phase 300 – Funding		\$ 0.00	\$ 0.00
4) Phase 400 – Preliminary Design and Plans		\$ 0.00	\$ 0.00
5) Phase 500 – Final Design and Plans		\$ 0.00	\$ 0.00
6) Phase 590 – Land Acquisition		\$ 0.00	\$ 0.00
7) Phase 600 – Construction Administration		\$ 17,800.00	\$ 38,900.00
8) Phase 650 – Onsite Project Representative		\$ 66,700.00	\$107,900.00
9) Phase 700 – Survey Services		\$ 15,000.00	\$ 30,000.00
10) Phase 800 – Project Closeout		\$ 32,500.00	\$ 65,000.00
11) Phase 850 – Project Management and Coordination		\$ 12,400.00	\$ 16,100.00
12) Phase 900 – Additional Services		\$ 0.00	\$ 0.00
Hourly Fee for Basic Services:		\$ 144,400.00	\$257,900.00

V) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

The following services are excluded from the basic services but may be performed by the ENGINEER upon written amendment to this agreement.

- A) Design, calculations, and/or engineering related to design of the project.
- B) Subsurface Utility Investigation Test Holes.
- C) Joint Utility Trench Design.
- D) Septic system reconstruction plans.
- E) Topographic and Boundary Survey.
- F) Street lighting design.
- G) Media correspondences and public outreach planning documents.
- H) Boundary retracement of existing lots to set missing monuments.
- I) Preparation of Acquisition Plats and Legal Descriptions.
- J) Right-of-Way and Easement staking.
- K) Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
- L) Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste.
- M) Grant Administration.
- N) Preparation of bidding or contract documents for alternate bid prices.
- O) Right-of-Way Services, including Individual Parcel Exhibits, Preparation of Parcel Files, Appraisals and Compensation Estimates, Appraisal Review, Right-of-Way Negotiations/Acquisitions, Closing, Condemnation Services.
- P) Material testing services.
- Q) Other permits not indicated within this scope.
- R) Any permit and publication fees associated with permit applications.
- S) Project management and coordination tasks beyond the scheduled project completion period.
- T) Special meetings and meetings not outlined in the Scope of Services.
- U) Other services not specifically outlined in this Agreement.
- V) Environmental and cultural reviews and assessments.
- W) Public Information Meetings.



CALHOUN-BURNS AND ASSOCIATES, INC.
BRIDGES ♦ STRUCTURES ♦ TRANSPORTATION

December 6, 2021

Michael Frietsch, P.E.
Jasper County Engineer
910 N. 11th Ave. E.
Newton, IA 50208-1866

**RE: SUPPLEMENTAL AGREEMENT NO. 2 FOR CONSTRUCTION PHASE SERVICES
BRIDGE F01 OVER CLEAR CREEK
BRS-CHBP-C050(129)--GB-50 (FHWA 198441)
JASPER COUNTY
CB&A No. 2020138**

Dear Mr. Frietsch:

This Supplemental Agreement No. 2 is submitted in accordance with our current Consulting Engineering Contract dated January 28, 2020, and your request for Calhoun-Burns and Associates, Inc. (CB&A) to provide construction phase services for Bridge No. F01 located in Section 2 of Poweshiek Township. This project was let through the Iowa DOT.

Our construction phase services will include attending a preconstruction meeting, assisting with on-site construction observation, reviewing shop drawing submittals, coordinating partial payments, assisting with documenting the construction materials used in the project, and coordinating the field testing required by the governing specifications. In addition, we will help maintain the construction records for a possible post construction review by the Iowa DOT.

We propose to provide the construction phase services at our hourly rates current at the time these services are performed plus actual expenses, all in conformance with *Section VII. (B) Change of Work* of our Agreement. Construction is anticipated to begin in the spring of 2022 with the road remaining closed for the duration of construction. All construction activities should be completed by November of 2022. Our invoices will include our direct expenses including any construction observation and field or material testing performed by any subconsultants. In addition, the County may be invoiced directly by the Iowa DOT for material testing and certification provided by their staff.

The actual amount of engineering services required during construction by CB&A and any subconsultants will ultimately be determined during the construction period identified by the contractor. There are several factors which will impact their effort as there are inherent risks in all construction projects. Our scope of services for this project are based on our previous experience on recent and similar projects. The actual start and completion dates; skill, quality, and efficiency of the contractor and subcontractors; the effect on labor and material due to the COVID 19 pandemic; any unforeseen and/or unsuitable site conditions; and the amount of poor weather during the construction period are just a few of the factors which will directly impact how construction of the project proceeds and ultimately, the amount of effort required and efficiency by CB&A and any subconsultants in providing these services.

Michael Frietsch, P.E.
December 6, 2021
Page 2

All provisions of the original Agreement remain in effect except as modified by this Supplemental Agreement No. 2.

Please review this submittal and, if it is acceptable, obtain the required County signatures on both copies. Email an executed copy to Brian Catus, P.E., Local Systems Field Engineer – Central Region at the Iowa DOT for approval of payment from your Farm-to-Market Road Fund. Please email us a fully executed copy to our office. We will continue to do a good job for you and Jasper County.

Sincerely,



JEFF M. FADDEN, P.E.
VICE PRESIDENT

APPROVED FOR JASPER COUNTY:

BOARD OF SUPERVISORS – CHAIR

RECOMMENDED FOR APPROVAL:

ATTESTED BY:

MICHAEL FRIETSCH, P.E.
JASPER COUNTY ENGINEER

JASPER COUNTY AUDITOR

DATE: _____

DATE: _____



CALHOUN-BURNS AND ASSOCIATES, INC.

BRIDGES ♦ STRUCTURES ♦ TRANSPORTATION

HOURLY BILLING RATES (EFFECTIVE JULY, 2021)

PRINCIPAL OF FIRM IV	\$ 220.00 / HOUR
PRINCIPAL OF FIRM III	\$ 212.00 / HOUR
PRINCIPAL OF FIRM II	\$ 203.00 / HOUR
PRINCIPAL OF FIRM I	\$ 194.00 / HOUR
SENIOR PROJECT MANAGER IV	\$ 179.00 / HOUR
SENIOR PROJECT MANAGER III	\$ 174.00 / HOUR
SENIOR PROJECT MANAGER II	\$ 171.00 / HOUR
SENIOR PROJECT MANAGER I	\$ 166.00 / HOUR
PROJECT MANAGER IV	\$ 168.00 / HOUR
PROJECT MANAGER III	\$ 164.00 / HOUR
PROJECT MANAGER II	\$ 160.00 / HOUR
PROJECT MANAGER I	\$ 155.00 / HOUR
SENIOR PROJECT ENGINEER IV	\$ 154.00 / HOUR
SENIOR PROJECT ENGINEER III	\$ 146.00 / HOUR
SENIOR PROJECT ENGINEER II	\$ 136.00 / HOUR
SENIOR PROJECT ENGINEER I	\$ 127.00 / HOUR
PROJECT ENGINEER IV	\$ 142.00 / HOUR
PROJECT ENGINEER III	\$ 132.00 / HOUR
PROJECT ENGINEER II	\$ 122.00 / HOUR
PROJECT ENGINEER I	\$ 111.00 / HOUR
SENIOR DESIGN ENGINEER IV	\$ 125.00 / HOUR
SENIOR DESIGN ENGINEER III	\$ 115.00 / HOUR
SENIOR DESIGN ENGINEER II	\$ 108.00 / HOUR
SENIOR DESIGN ENGINEER I	\$ 98.00 / HOUR
DESIGN ENGINEER IV	\$ 119.00 / HOUR
DESIGN ENGINEER III	\$ 112.00 / HOUR
DESIGN ENGINEER II	\$ 106.00 / HOUR
DESIGN ENGINEER I	\$ 100.00 / HOUR
ENGINEER INTERN	\$ 84.00 / HOUR
SENIOR TECHNICIAN IV	\$ 128.00 / HOUR
SENIOR TECHNICIAN III	\$ 123.00 / HOUR
SENIOR TECHNICIAN II	\$ 118.00 / HOUR
SENIOR TECHNICIAN I	\$ 112.00 / HOUR
TECHNICIAN IV	\$ 113.00 / HOUR
TECHNICIAN III	\$ 109.00 / HOUR
TECHNICIAN II	\$ 105.00 / HOUR
TECHNICIAN I	\$ 101.00 / HOUR
OFFICE MANAGER	\$ 107.00 / HOUR
ADMINISTRATIVE ASSISTANT IV	\$ 97.00 / HOUR
ADMINISTRATIVE ASSISTANT III	\$ 93.00 / HOUR
ADMINISTRATIVE ASSISTANT II	\$ 89.00 / HOUR
ADMINISTRATIVE ASSISTANT I	\$ 84.00 / HOUR

MILEAGE:

CURRENT IRS STANDARD RATE

EXPENSES:

ACTUAL COST

**HOURLY RATES SHALL BE ADJUSTED ANNUALLY IN ACCORDANCE WITH
CONSULTING ENGINEERS' NORMAL BUSINESS PRACTICE.**

STAFF HOUR ESTIMATE / HOURLY RATE FEE PROPOSAL WORKSHEET*
 BID AND CONSTRUCTION PHASE SERVICES
 BRIDGE F-01 ON F-24 OVER CLEAR CREEK
 JASPER COUNTY, IOWA
 PROJECT NO. BRS-CHBP-C050(129)—GB-50
 CB&A NO. 2020138

ESTIMATED PAYROLL COST


Principal	5	Hours at	\$ 194.00	=	\$	970.00
Resident Engineer	30	Hours at	\$ 132.00	=	\$	3,960.00
Resident Observer	30	Hours at	\$ 101.00	=	\$	3,030.00
Clerical	5	Hours at	\$ 89.00	=	\$	<u>445.00</u>
Estimated Payroll Cost					\$	8,405.00

ESTIMATED EXPENSES

Mileage, Meals, etc.			\$	595.00
				<u> </u>

ESTIMATED PROJECT COST \$ 9,000.00

*Staff hour estimate figures provided are grouped into generalized work categories, and are used as a basis for total hourly rate fee development only. No guarantee is intended or implied that staff hours actually expended for individual items, individual tasks, or individual employee categories will be exactly as shown on this staff hour estimate. Should conditions and circumstances occur during construction of the project which are different than our assumptions at this time, we will request additional fee authorization as necessary to complete the construction phase services. Assumes construction to start by May of 2022 and all field activities complete by Oct. 31, 2022.

Signature: 
 Jeff M. Fadden, P.E., Vice President
 Calhoun-Burns and Associates, Inc.

Date: 12/21/21

McClure

FOI

Exhibit C
Detailed Scope of Work
Jasper County F24 Bridge Replacement over Clear Creek

I) PROJECT DESCRIPTION

- A) This scope of services is for the construction administration, construction staking, and on-site project representative for Jasper County F24 Bridge Replacement over Clear Creek (BRS-CHBP-C050(129)—GB-50). The project has one hundred twenty (120) working days.
- B) Iowa DOT Standard Specifications shall be referenced for construction.

II) ASSUMPTIONS

- A) The Engineer of Record (Calhoun-Burns & Associates, Inc.) will be responsible for the conducting the pre-construction meeting, shop drawing and other submission reviews for general compliance with the construction contract, required engineering calculations and/or analysis, coordination of utility relocations, coordination and conducting weekly construction meetings, and other items as specifically outlined in this agreement for the Engineer of Record.
- B) Work Schedule:
- 1) Services as outlined in Section III below shall be completed following all construction activities (planned five-day work week within 120 working days). Construction activities are anticipated to commence on or before May 2, 2022. If changes are made to this schedule, the ENGINEER shall submit changes to the OWNER for approval.

III) BASIC SERVICES

- A) Phase 100 – Preliminary Planning and Reports
- 1) Not Included.
- B) Phase 200 – Existing Conditions
- 1) Not Included.
- C) Phase 300 – Funding
- 1) Not Included.
- D) Phase 400 – Preliminary Design
- 1) Not Included.
- E) Phase 500 – Final Design and Plans
- 1) Not Included.
- F) Phase 590 – Land Acquisition
- 1) Not Included.
- G) Phase 600 – Construction Administration
- 1) Task 601 – Construction Administration
 - (a) Pre-construction Meeting - The ENGINEER shall attend one (1) pre-construction meeting after award of construction contract for the OWNER's contractor, subcontractors, and other interested parties. The ENGINEER is not responsible for meeting agenda, meeting minutes, or coordination for this meeting.
 - (b) Shop Drawing Submittal Reviews - The ENGINEER will not review shop drawings, samples, or other data the Contractor is required to submit, as these items are to be reviewed by the Engineer of Record ((Calhoun-Burns & Associates, Inc.). The ENGINEER shall not evaluate and determine the

acceptability of substitute materials and equipment proposed by the Contractor.

- (c) Pay Requests and Change Order Preparations - The ENGINEER shall prepare contractor pay requests and coordinate with Engineer of Record (Calhoun-Burns & Associates, Inc.) on necessary interpretations and clarifications of the contract documents, and in connection therewith, prepare change orders as required for approval of the OWNER. It is estimated that there will be ten (10) pay requests and six (6) change orders for this project.
- (d) The ENGINEER will administer the Project utilizing the Doc Express software developed and required by the Iowa DOT.

2) Task 603 – Testing Coordination

- (a) The ENGINEER will coordinate the acceptance testing and monitoring according to the specifications including the services provided by an independent testing laboratory retained by the Contractor or OWNER. The ENGINEER's review of such testing and certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such observations, tests, or approvals comply with the requirements of the Contract Documents. The ENGINEER shall be entitled to rely on the results of such tests. Testing to be reviewed for this project are:
 - (i) Compressive and/or flexural strength PCC tests.
- (b) If deficient or unstable soil conditions are encountered on-site that were not identified in the Contract Documents or test occur that show noncompliance with Contract Documents and Specifications, then the OWNER shall contact the Engineer of Record (Calhoun-Burns & Associates, Inc.) for remediation.

H) Phase 650 – Onsite Project Representative

1) Task 651 – Resident Project Representative (RPR)

- (a) RPR duties for the project as outlined in Exhibit 'F', including attending one (1) pre-construction conference with the contractor and OWNER, reviewing and processing applications for partial payment and preparing change orders for approval by the OWNER.
- (b) Periodic Site Observations - The ENGINEER will provide a RPR to perform construction observation services for the OWNER and at the times and intervals appropriate to the stage of construction to observe the progress and quality of the work to determine if the results of the construction work are in general compliance with the Contract Documents. It is assumed that construction observation will be performed part-time, approximately four (4) hours per day for one hundred twenty (120) working days of construction, or as otherwise agreed to in writing by the OWNER and the ENGINEER in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the ENGINEER, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The ENGINEER shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The ENGINEER shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for

the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

During RPR services, based on the general observation described in the paragraph above, the ENGINEER shall keep the OWNER informed about the progress of the Work. If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the ENGINEER as Additional Services in accordance with the terms of this Agreement.

If the Contractor exceeds the estimated 120 working days in completing construction of the project, or if change orders or project additions require additional working days, the ENGINEER will be compensated for administration, construction observation and staking services based on established hourly rates and fixed expenses outlined in the ENGINEER's Standard Fee Schedule.

- (c) If RPR or Project Engineer observes, or has reason to believe, the Contractor's construction methods or materials used does not meet the contract documents, the Project Engineer will immediately notify the OWNER to determine the appropriate corrective measure(s) to be taken. This may include the OWNER directing the Contractor to stop work until the appropriate corrective measure(s) is determined.
- (d) The ENGINEER shall verify materials provided by the Contractor are in accordance with the Contract Documents. The ENGINEER reserves the right to reject any inappropriate or damaged materials delivered to or observed on the site. The ENGINEER shall notify the OWNER of inappropriate, or damage materials found at the site.
- (e) The ENGINEER shall prepare a weekly report of working days and provide to the OWNER.
- (f) The ENGINEER shall measure and keep a record of contract quantities for payment applications and observe and document resting required of the Contractor.
- (g) The ENGINEER shall periodically observe pile driving and vibration monitoring operations (if required) for each bridge substructure. The ENGINEER will fill out the pile driving log.
- (h) The ENGINEER shall periodically observe the placement of reinforcing steel, and conduct a final review prior to each structural concrete and reinforced concrete pavement pour.
- (i) The ENGINEER shall periodically observe grading and subgrade preparation and review with the Contractor required moisture and density testing, proof rolling operations, and any observed deficiencies in the subgrade prior to paving.
- (j) The ENGINEER shall be on-site full time during structural concrete pours and paving operations. Concrete slump and air tests will be taken and recorded. Compressive strength test cylinders and/or flexural strength test beams will be cast on site and picked up by the OWNER's independent testing laboratory.
- (k) The ENGINEER shall conduct wage rate interviews in accordance with the Davis-Bacon Act.
- (l) Pavement thickness core testing will be provided by the Contractor or OWNER.

(m) RPR services does not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP) which is the responsibility of the OWNER and Contractor. ENGINEER

will attend weekly SWPPP inspections with the OWNER and Contractor as requested.

- (i) The ENGINEER shall maintain a complete set of construction records as necessary for Iowa DOT Post-Construction Record Review. Cooperation with providing necessary information and documentation by the Engineer of Record, OWNER, and Contractor and their subcontractors and suppliers will be required to ensure compliance. The ENGINEER is not responsible for noncompliance from the Engineer of Record, OWNER, Contractor or the Contractor's subcontractors and suppliers.

I) Phase 700 – Survey Services

1) Task 760 – Construction Staking

– already in contract

- (a) The ENGINEER shall arrange for all construction stakes for the Project. The ENGINEER will provide one set of stakes for each primary construction operation. Any staking that is destroyed and has to be replaced, or request for additional staking, will be at the Contractor's expense.

J) Phase 800 – Project Closeout

1) Task 801 - Final Inspections and Project Close-Out

- (a) The ENGINEER shall perform a site observation to determine if the project is substantially complete according to the plans and specifications, prepare a punch list and make recommendation on final payment upon completion of punch list items.
- (b) It is understood that the OWNER will accept any portion of the project only after recommendation by the ENGINEER. Final acceptance of the project by the OWNER shall not be deemed to release the Contractor from responsibility for ensuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the ENGINEER for his liability of design.
- (c) Record Drawings
 - (i) The ENGINEER shall furnish record drawings for the Project. It is assumed the Engineer of Record will assist with this work as it pertains to changes on their portion of the design. Such record drawings may contain a waiver of liability phrase in regard to unknown changes made by the Contractor without City / Engineer of Record (Calhoun-Burns & Associates, Inc.) approval.
- (d) Iowa DOT Post-Construction Record Review
 - (i) The ENGINEER will assist the OWNER with preparing the audit documents for review and approval by the Iowa DOT. Cooperation with providing necessary information and documentation by the Engineer of Record, OWNER, and Contractor and their subcontractors and suppliers will be required to ensure compliance. The ENGINEER is not responsible for noncompliance from the Engineer of Record, OWNER, Contractor or the Contractor's subcontractors and suppliers.

K) Phase 850 – Project Management and Coordination

1) Task 851 – Project Management and Coordination (assume 12 months)

- (a) The ENGINEER will provide up to twelve (12) monthly progress reports and project invoices to the OWNER.
- (b) The ENGINEER will perform business and contract administration (assume 12 months).
- (c) The ENGINEER will maintain documentation of pertinent correspondences made by email, memos, letters, telephone, etc.

L) Phase 900 Additional Services

1) Not Included.

IV) FEES:

The fees for Engineering Services shall be described below:

A) Basic Services:	Agreement for:	F24 Bridge Only	Both Bridges
1) Phase 100 – Preliminary Planning and Reports		\$ 0.00	\$ 0.00
2) Phase 200 – Existing Conditions		\$ 0.00	\$ 0.00
3) Phase 300 – Funding		\$ 0.00	\$ 0.00
4) Phase 400 – Preliminary Design and Plans		\$ 0.00	\$ 0.00
5) Phase 500 – Final Design and Plans		\$ 0.00	\$ 0.00
6) Phase 590 – Land Acquisition		\$ 0.00	\$ 0.00
7) Phase 600 – Construction Administration		\$ 21,200.00	\$ 38,900.00
8) Phase 650 – Onsite Project Representative		\$ 75,600.00	\$107,900.00
9) Phase 700 – Survey Services		\$ 15,000.00	\$ 30,000.00
10) Phase 800 – Project Closeout		\$ 32,500.00	\$ 65,000.00
11) Phase 850 – Project Management and Coordination		\$ 12,400.00	\$ 16,100.00
12) Phase 900 – Additional Services		\$ 0.00	\$ 0.00
Hourly Fee for Basic Services:		\$156,700.00	\$257,900.00

V) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

The following services are excluded from the basic services but may be performed by the ENGINEER upon written amendment to this agreement.

- A) Design, calculations, and/or engineering related to design of the project.
- B) Subsurface Utility Investigation Test Holes.
- C) Joint Utility Trench Design.
- D) Septic system reconstruction plans.
- E) Topographic and Boundary Survey.
- F) Street lighting design.
- G) Media correspondences and public outreach planning documents.
- H) Boundary retracement of existing lots to set missing monuments.
- I) Preparation of Acquisition Plats and Legal Descriptions.
- J) Right-of-Way and Easement staking.
- K) Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
- L) Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste.
- M) Grant Administration.
- N) Preparation of bidding or contract documents for alternate bid prices.
- O) Right-of-Way Services, including Individual Parcel Exhibits, Preparation of Parcel Files, Appraisals and Compensation Estimates, Appraisal Review, Right-of-Way Negotiations/Acquisitions, Closing, Condemnation Services.
- P) Material testing services.
- Q) Other permits not indicated within this scope.
- R) Any permit and publication fees associated with permit applications.
- S) Project management and coordination tasks beyond the scheduled project completion period.
- T) Special meetings and meetings not outlined in the Scope of Services.
- U) Other services not specifically outlined in this Agreement.
- V) Environmental and cultural reviews and assessments.

W) Public Information Meetings.

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

December 20, 2021

Requesting one change to Ordinance 61A

The only change requested is on page 3 of this ordinance. We are requesting to remove the portions of paragraph 6.5 that are highlighted in red and add the portions that are highlighted in yellow.

See attached requested change.

Also attached is final copy of the ordinance.

issue a County Infraction Citation which may include fines, abatement, and injunction prohibiting use/occupancy of any and all structures connected to the non-compliant OWTS,

- 6.3. **Use of Schedule 40 PVC Required.** All new OWTS shall be installed using only solid schedule 40 PVC. Any cast iron pipe that must be replaced during repair or alteration to an existing OWTS shall be replaced with solid schedule 40 PVC.
- 6.4. **Location Specific Regulations.** Jasper County Environmental Health may place additional restrictions on private onsite wastewater treatment for areas in which systems are allowed to discharge into surface water or when alternative wastewater solutions are available. These areas may include, but are not limited to; high-density subdivisions, watershed areas of special concern, or incorporated areas. The Administrative Authority may make a determination to individually assess all dwellings as to their compliance with these Jasper County Environmental Health regulations. Stricter standards above the minimums in the state regulations may be set by Jasper County Environmental Health.
- 6.5. No permanent or temporary structures, including recreational vehicles and campers, shall be placed used as a primary dwelling on any vacant lot or parcel. in the following areas of the Rock Creek watershed (Homesites, Mary Akers and Rock Creek West subdivisions) unless they have an operable connection to an approved potable water system, public sewer system and the electric utility serving that area. Exception: A recreational vehicle or camper may be placed on a property that does not have a permanent residential dwelling and used intermittently for recreational purposes or as a temporary dwelling if a building permit for a permanent dwelling on the property is in force as long as it is continuously connected to an approved potable water system and the electric utility serving that area. Proper sewage disposal is required.
- 6.6. **Change of wastewater origin.** Any action changing the origin (dwelling or building) of the wastewater shall require a permit. *(Ex. Any time a new dwelling is connecting into a permitted system with the removal of the original dwelling a permit will be required.)*
- 6.7. **Additional wastewater discharge.** Adding any additional discharge into an existing OWTS shall require a permit. *(Ex. Discharge from an additional building, or additional discharge resulting from remodeling/addition of existing building(s).)*
- 6.8. **Maintenance.** OWTS, both existing and new, and parts thereof shall be maintained in proper operating condition in accordance with the original design and in a safe, hazard-free condition. The owner shall be responsible for the maintenance of the OWTS, To determine compliance with this provision, the Jasper County Environmental Health Department Director, referred to herein as “the Director” shall have the authority to require that OWTS be reinspected.

JASPER COUNTY, IOWA

BEFORE THE BOARD OF SUPERVISORS

ORDINANCE #61A

AN ORDINANCE REPEALING #61 IN ITS ENTIRETY AND REPLACING IT WITH THE FOLLOWING COMPREHENSIVE REGULATIONS FOR THE USE, DESIGN, INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL ON-SITE WASTEWATER TREATMENT AND DISPOSAL SYSTEMS IN ALL INCORPORATED AND UNINCORPORATED AREAS OF JASPER COUNTY AND PROVIDING FOR THE ADMINISTRATION AND ENFORCEMENT THEREOF.

WHEREAS, Jasper County Environmental Health has acted in accordance with the Code of Iowa in promulgating the regulation set forth herein; and,

WHEREAS, the Board of Supervisors has met all statutory requirements relating to the subject matters of this Ordinance; and,

WHEREAS, the Board of Supervisors deems it necessary to for purposes of promoting the health, safety and general welfare of Jasper County, Iowa and its citizens to enact such an ordinance;

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

1. **Title:** These regulations shall be known as the Jasper County On-Site Wastewater Treatment and Disposal System Ordinance and shall be cited as such and will be referred to herein as "this ordinance."
2. **Effective Date:** This ordinance shall take effect after its final passage, approval and publication as provided by law.
3. **Purpose:** The purpose of this ordinance is to provide minimum standards to safeguard environmental, health, property, and public welfare by regulating and controlling the design, installation, quality of materials, location, operation, and maintenance or use of Jasper County's On-Site Wastewater Treatment and Disposal Systems, hereafter OWTS.
4. **Scope:** This ordinance shall regulate the design, installation, alteration, repairs, relocation, replacement, addition to, use or maintenance of OWTS.

5. **Applicability:** The provision of this ordinance shall apply to all OWTS located in the incorporated and unincorporated areas of Jasper County.

6. **General:**

6.1 **Existing OWTS:** Except as otherwise provided for in this chapter, a provision in this ordinance shall not require the removal, alteration, or abandonment of, nor prevent the continued utilization and maintenance of, existing compliant OWTS in existence at the time of the adoption of this ordinance.

6.2 **Unsafe OWTS:** An OWTS that constitutes a health or environmental hazard, or is otherwise dangerous to human life, or creates a nuisance as defined by the Code of Iowa shall be declared as an unsafe OTWS.

6.2.1. **Authority to condemn OWTS:** Wherever the Environmental Health Director, hereafter "the director", determines that any OWTS is unsafe, the Director shall order in writing that such OWTS either be replaced or restored to a safe condition. A time limit for the compliance with such order shall be specified in the written notice. A person shall not use or maintain a defective OWTS after receiving such notice, without written approval of the Director included in the notice. The Director shall cause a report to be filed on an unsafe OWTS. The report shall state the nature of the unsafe condition.

6.2.2. **Notice:** If an unsafe condition is found, the Director shall serve on the owner, a written notice that describes the condition deemed unsafe and specifies the actions required to abate the unsafe condition within a stipulated time. Such notice shall be deemed properly served if a copy thereof is: (a) delivered to the owner personally; or (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

6.2.3. All activities required to abate an unsafe OWTS shall be subject to permitting, inspection, and approval by the Director. Acceptable measures to abate an unsafe OWTS include:

6.2.3.1. Connection to an approved common/public wastewater system.

6.2.3.2. Approved repair of the unsafe OWTS.

6.2.3.3. Approved removal and replacement of the unsafe OWTS.

6.2.3.4. Extension. The Administrative Authority may grant an extension to the owner of an unsafe OWTS if said owner can show just cause why the extension is necessary and agrees in writing to all the conditions the Administrative Authority places on the extension.

6.2.3.5. Failure to comply. If, after receiving notice of non-compliance from the Administrative Authority, the owner of the non-compliant OWTS fails to comply with said notice the Administrative Authority shall issue a County Infraction Citation which may include fines, abatement, and injunction prohibiting use/occupancy of any and all structures connected to the non-compliant OWTS.

6.3. **Use of Schedule 40 PVC Required.** All new OWTS shall be installed using only solid schedule 40 PVC. Any cast iron pipe that must be replaced during repair or alteration to an existing OWTS shall be replaced with solid schedule 40 PVC.

6.4. **Location Specific Regulations.** Jasper County Environmental Health may place additional restrictions on private onsite wastewater treatment for areas in which systems are allowed to discharge into surface water or when alternative wastewater solutions are available. These areas may include, but are not limited to: high-density subdivisions, watershed areas of special concern, or incorporated areas. The Administrative Authority may make a determination to individually assess all dwellings as to their compliance with these Jasper County Environmental Health regulations. Stricter standards above the minimums in the state regulations may be set by Jasper County Environmental Health.

6.5. No temporary structures, including recreational vehicles and campers, shall be used as a primary dwelling on any parcel. Exception: A recreational vehicle or camper may be placed on a property and used intermittently for recreational purposes or as a temporary dwelling if a building permit for a permanent dwelling on the property is in force as long as it is continuously connected to an approved potable water system and the electric utility serving that area. Proper sewage disposal is required.

6.6. **Change of wastewater origin.** Any action changing the origin (dwelling or building) of the wastewater shall require a permit. *(Ex: Any time a new dwelling is connecting into a permitted system with the removal of the original dwelling, a permit will be required.)*

6.7. **Additional wastewater discharge.** Adding any additional discharge into an existing OWTS shall require a permit. *(Ex: Discharge from an additional building, or additional discharge resulting from remodeling/addition of existing building(s).)*

6.8. **Maintenance.** OWTS, both existing and new, and parts thereof shall be maintained in proper operating condition in accordance with the original design and in a safe, hazard-free condition. The owner shall be responsible for the maintenance of the OWTS. To determine compliance with this provision, the Jasper County Environmental Health Department Director, referred to herein as "the Director" shall have the authority to require that OWTS be reinspected.

6.9. **Additions, alterations and repairs.** Addition, alteration, renovations, and repairs to OWTS shall conform to that required for new OWTS without requiring that the entire existing OWTS comply with all the requirements of this ordinance. Additions, alterations and repairs shall not cause existing OWTS to become non-compliant.

6.10. **Differences.** Where, in any specific case, different sections of this ordinance specify different materials, methods of installation or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

6.11. **Other laws.** The Provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

6.12. **Validity.** In the event any part or provision of this ordinance is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions thereof, which are determined to be legal; and it shall be presumed that this ordinance would have been adopted without such illegal or invalid parts or provisions.

6.13. **Segregation of invalid provisions.** Any invalid part of this ordinance shall be segregated from the remainder of this ordinance by the court holding such part invalid, and the remainder shall remain effective.

6.14. **Adoption of Code of Iowa and Iowa Administrative Code.** Jasper County hereby adopts by reference Code of Iowa Chapter **455B.172**, and Iowa Administrative Code **567-69** as may be amended from time to time, and the same are incorporated herein by this reference the same as though fully set forth therein.

7. DEFINITIONS

7.1. General

7.1.1. **Scope.** Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ordinance, have the meanings indicated in this chapter.

7.1.2. **Interchangeability.** Words used in the present tense include the future; words in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

7.1.3. **Terms defined in other ordinances.** Where terms are not defined in this ordinance and are defined in Code of Iowa and/or The Iowa Administrative Code such terms shall have meanings ascribed to them as in those ordinances.

7.1.4. **Terms not defined.** Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

7.2. Definition of Terms

7.2.1. **Alternative Wastewater System** – any type of wastewater system that does not depend on traditional or industry standard products consisting of a primary septic treatment of a septic tank with secondary treatment of the dispersal of the partially treated effluent into the soil (commonly called a subsurface lateral field).

7.2.2. **Licensed OWTS Installer** – person licensed by Jasper County Environmental Health to install, design, and repair on-site wastewater systems in Jasper County.

7.2.3. **JCBOS** – Jasper County Board of Supervisors

7.2.4. **NPDES permit** – National Pollutant Discharge Elimination System General Permit #4 with the Iowa Department of Natural Resources (IDNR).

7.2.5. **Nuisance** – As defined in the Code of Iowa.

7.2.6. **Onsite wastewater treatment system** – OWTS – Systems utilized by private homes and small businesses to treat and disperse or dispose of wastewater where a municipal treatment connection is not available. The system is often referred to as a septic system.

7.2.7. **Owner** – person(s) identified as having equitable title for the property in question.

7.2.8. **Site Analysis** – A property and soils review and written report for the ability of the property to meet minimum requirements for regulatory compliance.

8. ORGANIZATION AND ENFORCEMENT

8.1. **Creation of enforcement agency.** The Jasper County Environmental Health Department, herein after referred to as “the department” and the official in charge thereof shall be known as, and herein after referred to as, “the Director”. The function of the department shall be to assist the Director in the administration and enforcement of the provision of this Ordinance.

8.2. **Appointment.** The Director shall be an employee of Jasper County.

8.3. **Employees.** In accordance with the prescribed procedures of this jurisdiction Jasper County Board of Supervisors shall have the authority to hire employees. Such employees shall have powers as delegated by the Director.

8.4. **No Warranty, Expressed or Implied.** No warranty, expressed or implied, is granted to any owner of any OWTS by Jasper County, its boards, or employees, by enforcement of this ordinance.

9. DUTIES AND POWERS OF THE DIRECTOR

9.1. **General.** The Director is hereby authorized and directed to enforce the provisions of this ordinance. The Director shall have the authority to render interpretations of this ordinance, and to adopt policies, procedures, rules, and regulations in order to clarify the application of its provision. Such interpretations, policies, procedures, rules, and regulations shall be in compliance with the intent and purpose of this ordinance. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this ordinance.

9.2. **Rule-making authority.** The Director shall have authority as necessary in the interest of public health, safety, and general welfare, to adopt the promulgate rules and regulations and to designate requirements. Such rules shall not have the effect of waiving requirements specifically provided for in this ordinance, or of violating accepted engineering methods involving public safety.

9.3. **Applications and permits.** The Director is authorized to receive applications, review installation documents and issue permits for the installation of OWTS, inspect the premises for which such permits have been issued, and enforce compliance with the provisions of this ordinance.

9.4. **Notices and orders.** The Director is authorized to issue all necessary notices or orders as are required to effect compliance with this ordinance.

9.5. **Inspections.** The Director shall make all the inspections necessary to determine compliance with the provision of this ordinance.

9.6. **Right of entry.** The Director is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this ordinance.

9.7. **Department records.** The Director shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, notices and orders issued, and as required by this ordinance, such records shall be retained in the official records for the period require for retention of public records.

9.8. **Approvals and modifications.** A record of approvals and modifications granted shall be maintained by the Director and shall be available for public inspection during business hours in accordance with applicable laws.

9.9. **Alternative methods or materials.** The application for modification, alternative methods or materials and the final decision of the Director shall be in writing and shall be officially recorded in the permanent records of the Director.

9.10. **Liability.** The Director or employee charged with the enforcement of this ordinance, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this ordinance or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provision of this ordinance shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings, and the Director or any subordinate shall not be liable for costs in any action, suit or proceeding that is instituted in pursuance of the provisions of this ordinance.

10. PERMITS

10.1 Permits Required. Anyone who desires to install, alter, or repair an OWTS regulated by this ordinance, or to cause such work to be done, shall first make application to the Director and obtain the required permit for the work. **It shall be a violation of this ordinance to commence any work on any OWTS without a permit.**

10.2 Application. Application for a permit required by this ordinance shall be made to the Director in such form and detail as prescribed by the Director. Applications for permits shall be accompanied by such plans as prescribed by the Director.

10.2.1 Submittal documents include but are not limited to the following:

10.2.1.1. A site analysis may be prepared by a Professional Licensed Engineer, the department employees or other qualified party approved by Jasper County Environmental Health. The Director shall have the right to not provide site analysis duties at his discretion. A soil assessment report is required to be included with the site analysis. A percolation test shall not be used in place of a soil assessment unless pre-approved by the Director. The site analysis will show that the system will meet all setbacks required by law.

10.2.1.2. A design layout and component specifications, prepared by a Professional Licensed Engineer or licensed installer, acceptable to the Director. A Jasper County licensed installer or professional engineer may use the Administrative Authority's site analysis report as part of the design completion. The department shall not prepare any design layout or component specifications for any application.

10.2.1.3. Documentation of maintenance provisions and NPDES permits if required.

10.2.1.4. A recorded perpetual easement shall be required if any portion of an OWTS will be sited on property owned by anyone other than the owner of the property connected to the OWTS. It is the property owner's responsibility to obtain such perpetual easement prior to application or when division of land makes one necessary. The Director shall be provided with a copy of the recorded easement prior to issuing a permit to construct or completing a time of transfer inspection.

10.2.1.5. Where special conditions exist, the Director is authorized to require additional documents deemed necessary to determine compliance with this ordinance.

10.2.1.6. The Director is authorized to waive the submission of installation documents and other data not required if it is found that the nature of the work applied for is such that reviewing of installation documents is not necessary to determine compliance with this ordinance.

10.2.1.7. Electronic media documents are permitted to be submitted where approved by the Director.

10.2.1.8. Site Plan. A site plan showing the location of new installation and existing structures on the site, distances from lot lines, the proposed finished grades. The Director is permitted to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted.

10.3. Action on application. The Director shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the installation documents do not conform to the requirements of pertinent laws, the Director shall reject such application in writing, stating the reasons therefor. If the Director is satisfied that the proposed work conforms to the requirements

of this ordinance and laws and ordinances applicable thereto, the Director shall issue a permit therefor as soon as practicable.

10.4. Conditions of a permit. A permit shall constitute permission to conduct work as set forth in this ordinance in accordance with the provision of this ordinance. Such permission shall not be construed as authority to violate, cancel or set aside any of the provisions to this ordinance or other applicable regulations or laws of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this ordinance or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on installation documents and other data shall not prevent the Director from requiring the correction of errors in the installation documents and other data. The Director is also authorized to prevent use of an OWTS where in violation of this ordinance or of any other ordinances of this jurisdiction.

10.5. Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within one year after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of ten days after the time the work is commenced.

10.6. Extensions. The Director is authorized to grant, in writing, one or more extensions for the time period of a permit. The length of the extension shall be set by the Director. Such extensions shall be requested by the permit holder in writing and justifiable cause demonstrated.

10.7. Posting the permit. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the Director.

10.8. Information on the permit. The Director shall issue all permits required by this ordinance on an approved form furnished for that purpose. The permit shall contain a general description of the work to be performed and its location and any other information required by the Director. Issued permits shall bear the signature of the Director.

10.9. Suspension or revocation. The Director is authorized to suspend or revoke a permit issued under the provisions of this ordinance wherever the permit is issued in error, on the basis of incorrect, inaccurate or incomplete information; in violation of any ordinance, regulation or any of the provisions of this ordinance; or if any one of the following conditions exists:

10.9.1. The permit is used for a location other than that for which it was issued.

10.9.2. The permit is used for a condition or activity other than that listed in the permit.

10.9.3. Conditions and limitations set forth in the permit have been violated.

10.9.4. There have been any false statements or misrepresentations as to the material fact in the application for permit or plans submitted or a condition of the permit.

10.9.5. The permit is used by a different person or firm than the name for which it was issued.

10.9.6. The permittee failed, refused or neglected to comply with orders or notices duly served in accordance with the provisions of this ordinance within the time provided therein.

10.9.7. The permit was issued in error or in violation of an ordinance, regulation or this ordinance.

10.10. Schedule of permit fees. A fee for each permit shall be paid as required, in accordance with the current fee schedule as established by the Jasper County Board of Supervisors.

10.11. **Payment of fees.** A permit shall not be valid until the fees prescribed by law have been paid, not shall an amendment to a permit be released until the additional fee, if any, has been paid.

10.12. **Related fees.** The payment of the fee for the installation, alteration, or repair done in connection with, or concurrently with, the work authorized by a permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

10.13. **Refunds.** The Director is authorized to establish a fee refund policy.

11. Licensing of OWTS Installer/Contractors.

11.1 **License Required.** No person shall install, alter, or repair any OWTS in Jasper County, Iowa unless they have first obtained an OWTS Installers License by the Department.

11.2 **Licensing Requirements.** Only individuals licensed by the State of Iowa as a Plumbing Contractor or Journeyman or certified by the National Environmental Health Association (NEHA) as a Certified Installer of Onsite Wastewater Treatment Systems (CIOWTS) shall be granted an OWTS Installers License by the Department.

11.3 **Licensee required at Job site.** A licensed individual shall be on the job site during the entire period of installation, alteration, or repair of any OWTS and be available for consultation with Department staff.

11.4. **License Revocation.** An OWTS Installers License may be revoked by Jasper County Environmental Health for violation of this ordinance or any other applicable laws or regulations.

11.4.1. The licensee shall have the right to appeal the revocation of license by requesting an evidentiary hearing before the Jasper County Board of Supervisors prior to the revocation becoming effective. A representative of the Environmental Health Department shall be present at the hearing. Such hearing request shall be made in writing and delivered to the Director no later than ten days after the licensee is notified of the revocation.

11.5. **License Reinstated.** No licensee shall be issued a new license within a period of twelve (12) months after the effective date of any revocation except on recommendation by Jasper County Environmental Health.

11.6. **License Term.** An OWTS Installer License shall be valid for a period of time established by Jasper County Environmental Health.

11.7. **License Fee.** A fee schedule for OWTS Installer Licenses shall be determined by Jasper County Environmental Health.

12. INSPECTIONS

12.1. **General.** The Director is authorized to conduct inspections that are deemed necessary to determine compliance with the provisions of this ordinance.

12.2. **Inspection requests.** It shall be the duty of the person doing the work authorized by a permit to notify the Director that such work is ready for inspection. It shall be the duty of the person requesting any inspections required by this ordinance to provide access to and means for inspection of such work.

12.3. **Concealed work.** Work shall remain accessible and exposed for inspection purposes until approved. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Wherever any installation subject to inspection prior to use is covered or concealed without having first been inspected, the ordinance official shall have the authority to require that such work be exposed for

inspection. Neither the Director nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

12.4. **Underground.** Underground inspection shall be made after trenches or ditches are excavated and bedded, piping, devices and equipment installed, and before backfill is put in place. Where excavated soil contains rocks, broken concrete, frozen chunks and other rubble that would damage the OWTS components protection shall be provided in the form of granular or selected material, or other means approved by the Director.

12.5. **Other inspections.** In addition to the inspections specified, the Director is authorized to make or require other inspections of any permitted work to ascertain compliance with the provisions of this ordinance and other laws, which are enforced by the department.

12.6. **Final inspection.** The final inspection shall be made after all work required by the permit is completed.

12.7. **Approval required.** Work shall not be performed beyond the point indicated in each successive inspection without first obtaining the approval of the Director. The Director shall either indicate the inspected portion of the installation is satisfactory as completed, or shall notify the permit holder or an agent of the permit holder wherein the same fails to comply with this ordinance. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until reinspected and approved by the Director.

12.8. **Validity.** Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this ordinance or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this ordinance or of other ordinances of the jurisdiction shall not be valid.

12.9. **Right of entry.** Where it is necessary to make an inspection to enforce the provisions of this ordinance, or where the Director has reasonable cause to believe that there exists in a structure or upon any premises a condition that is contrary to or in violation of this ordinance, which makes the structure or premises unsafe, dangerous or hazardous, the Director is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this ordinance, provided that if such structure or premises be occupied, that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the Director is authorized to first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Director shall have recourse to the remedies provided by law to secure entry.

12.10. **Assistance from other agencies.** The assistance and cooperation of police, building, fire and health department officials and all other officials shall be available as required in the performance of duties.

13. VIOLATIONS

13.1. **Violations** – The equitable owner of real property, and each person in possession thereof, who allows, creates, or maintains a violation of any provision of this ordinance on such property, shall be considered guilty of a county infraction. A county infraction is a civil offense punishable by a civil penalty of not more than seven hundred fifty (750) dollars for an initial violation or, if the infraction is a repeat offense, a civil penalty of not more than one thousand (1,000) dollars for each repeat offense, plus all costs, plus all other remedies allowable under the Code of Iowa.

13.2. **Enforcement of Violations** – All inspections and enforcement actions shall be conducted under the direction and supervision of the Director, who may seek the assistance of other public officers or employees to perform such duties as may be necessary to enforce the provisions of this ordinance.

13.3. **Enforcement Procedures** – Service of notice and all other enforcement procedures involving any alleged violation of this ordinance shall be as set forth in Code of Iowa and applicable Rules of Court, as may be amended from time to time.

13.4. **Abatement Costs** – All costs of abatement including, but not limited to, the costs for equipment, personnel, and any contract or day labor portions of such abatement shall be determined and fixed in accord with the definitions, values, and other requirements set forth under Iowa Administrative Code and such requirements and costs are by this reference incorporated herein and made a part hereof, as may be amended from time to time. All other costs, fees, and expenses incurred involving abatement shall be calculated at the exact cost therefore initially borne by Jasper County, Iowa in such enforcement endeavors.

13.5. **Abatement Fund** – To better ensure ongoing enforcement of the provisions of this Regulation, Jasper County Environmental Health, through the office of the Auditor of Jasper County, Iowa, shall at all times keep and maintain as part of its annual budget, a special fund to be known as the "Environmental Health Enforcement Fund". The fund will be annually appropriated by the Board of Supervisors such sums as are necessary to bring the balance in such fund up to the sum of twenty-five thousand dollars at the beginning of each fiscal year. Such fund may be used solely for the purpose of Environmental Health Regulations.

13.6. **Variances** – Variances to these rules and regulations may be granted by the proper authority provided sufficient and proposed alternative information is afforded to substantiate the need and propriety for such action. Variances shall be requested in writing and addressed to the Jasper County authorized authority, the Environmental Health Director. All decisions regarding this topic shall be issued in writing to the requester.

13.7. **Appeal** – Any person who feels aggrieved by any notice or order made by Jasper County Environmental Health or its authorized agent, shall have the right to appeal to Jasper County Environmental Health and Jasper County Board of Supervisors at the next regular Board of Supervisors meeting. The Jasper County Board of Supervisors by majority vote may modify, withdraw, or order compliance with said notice or order.

14. **WHEN EFFECTIVE.** This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved this 4th day of January, 2022.

Chairman

Jasper County Board of Supervisors

Dennis Parrott

Jasper County Auditor

Jasper County Ordinance # 70

Designation of Jasper County Election Precincts

SECTION 1. Purpose: In accordance with Iowa Code Chapter 49 the Jasper County Board of Supervisors are charged with the responsibility of determining boundaries of election precincts in all unincorporated portions of Jasper County.

SECTION 2. Definitions: Each precinct in Jasper County shall be drawn so that:

49.3(1) a. No precinct shall have a total population in excess of three thousand five hundred, as shown by the most recent federal decennial census.

49.3(1) b. Each precinct is contained wholly within an existing legislative district.

49.3(1) c. Except as provided in section 49.4, subsection 3, precincts established after July 1, 1994, shall be composed of contiguous territory within a single county. The boundaries of all precincts shall follow the boundaries of areas for which official population figures are available from the most recent federal decennial census.

49.3(2) All election districts, including city wards and county supervisor districts, shall be drawn according to the following standards:

49.3(2) b. All districts shall be as nearly equal as practicable to the ideal population for the districts as determined by dividing the number of districts to be established into the population of the city or county.

49.3(2) c. All districts shall be composed of contiguous territory as compact as practicable.

49.3(2) d. Consideration shall not be given to the addresses of incumbent officeholders, political affiliations of registered voters, previous election results, or demographic information other than population head counts, except as required by the Constitution and the laws of the United States.

Jasper County Precinct Descriptions

Precinct 1 BUENA VISTA – ELK CREEK

All of the area lying within the boundaries of BUENA VISTA Township and ELK CREEK Township shall constitute the BUENA VISTA-ELK CREEK TOWNSHIP PRECINCT.

According to the 2020 census figures, this precinct has a population of 1,042.

Precinct 2 CLEAR CREEK - INDEPENDENCE

All of the area lying within the boundaries of CLEAR CREEK Township and INDEPENDENCE Township, including the city of Baxter, shall constitute the CLEAR CREEK-INDEPENDENCE TOWNSHIP PRECINCT.

According to the 2020 census figures, this precinct has a population of 2,036.

Precincts 3 COLFAX

As described in the City of Colfax, Iowa Resolution #12-13-2021#4.

According to the 2020 census figures, this precinct has a population of 2,255.

Precinct 4 DES MOINES

All that area lying within the boundaries of DES MOINES Township, including the city of Prairie City, shall constitute the DES MOINES TOWNSHIP PRECINCT.

According to the 2020 census figures, this precinct has a population of 2,310.

Precinct 5 FAIRVIEW

All that area lying within the boundaries of FAIRVIEW Township, including the city of Monroe, shall constitute the FAIRVIEW TOWNSHIP PRECINCT.

According to the 2020 census figures, this precinct has a population of 2,563.

Precinct 6 HICKORY GROVE - KELLOGG – MARIPOSA – ROCK CREEK

All of the area lying within the boundaries of MARIPOSA Township, HICKORY GROVE Township, KELLOGG Township and ROCK CREEK Township, including the cities of Oakland Acres and Kellogg, shall constitute the HICKORY GROVE-KELLOGG- MARIPOSA-ROCK CREEK TOWNSHIP PRECINCT.

According to the 2020 census figures, this precinct has a population of 2,599.

Precinct 7 LYNN GROVE - RICHLAND

All of the area lying within the boundaries of RICHLAND Township and LYNN GROVE Township, including the cities of Sully and Lynnville, shall constitute the LYNN GROVE-RICHLAND TOWNSHIP PRECINCT.

According to the 2020 census figures, this precinct has a population of 2,094.

Precinct 8 MOUND PRAIRIE – WASHINGTON - POWESHIEK

All of the area lying within the boundaries of POWESHIEK Township, WASHINGTON Township, and MOUND PRAIRIE Township, including the cities of VALERIA and MINGO and including the portion of Mitchellville within Jasper County, population 30, but excluding the corporate limits of Colfax city, shall constitute the MOUND PRAIRIE-WASHINGTON-POWESHIEK TOWNSHIP PRECINCT.

According to the 2020 census figures, this precinct has a population of 2,317.

Precincts 9,10,11,12,13,14, 15,16

In accordance with the 2020 Decennial Census numbers Newton City Ordinance #2403 the 8 Newton City voting precincts will also be used as Primary and General Election polling locations for Jasper County.

According to the 2020 census figures, the precincts have the following populations:

Precinct #9 NEWTON W1-PCT1	1,904
Precinct #10 NEWTON W1-PCT2	1,921
Precinct #11 NEWTON W2-PCT1	2,025
Precinct #12 NEWTON W2-PCT2	1,912
Precinct #13 NEWTON W3-PCT1	1,952
Precinct #14 NEWTON W3-PCT2	1,926
Precinct #15 NEWTON W4-PCT1	2,066
Precinct #16 NEWTON W4-PCT2	2,054

Precinct 17 NEWTON – SHERMAN - MALAKA

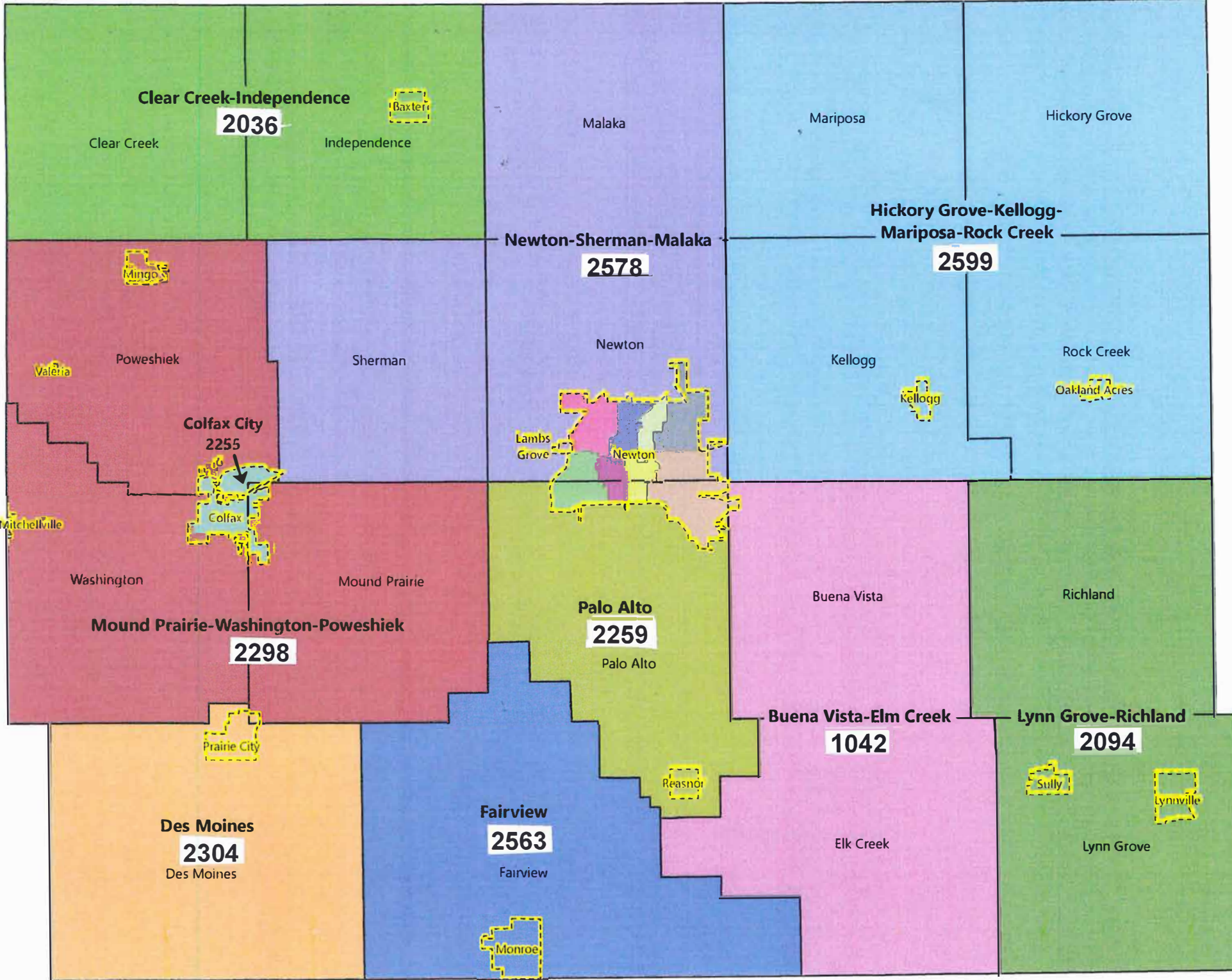
All of the area lying within the boundaries of SHERMAN Township, NEWTON Township, and MALAKA Township, including the city of Lambs Grove, but excluding the corporate limits of Newton city, shall constitute the NEWTON-SHERMAN-MALAKA TOWNSHIP PRECINCT.

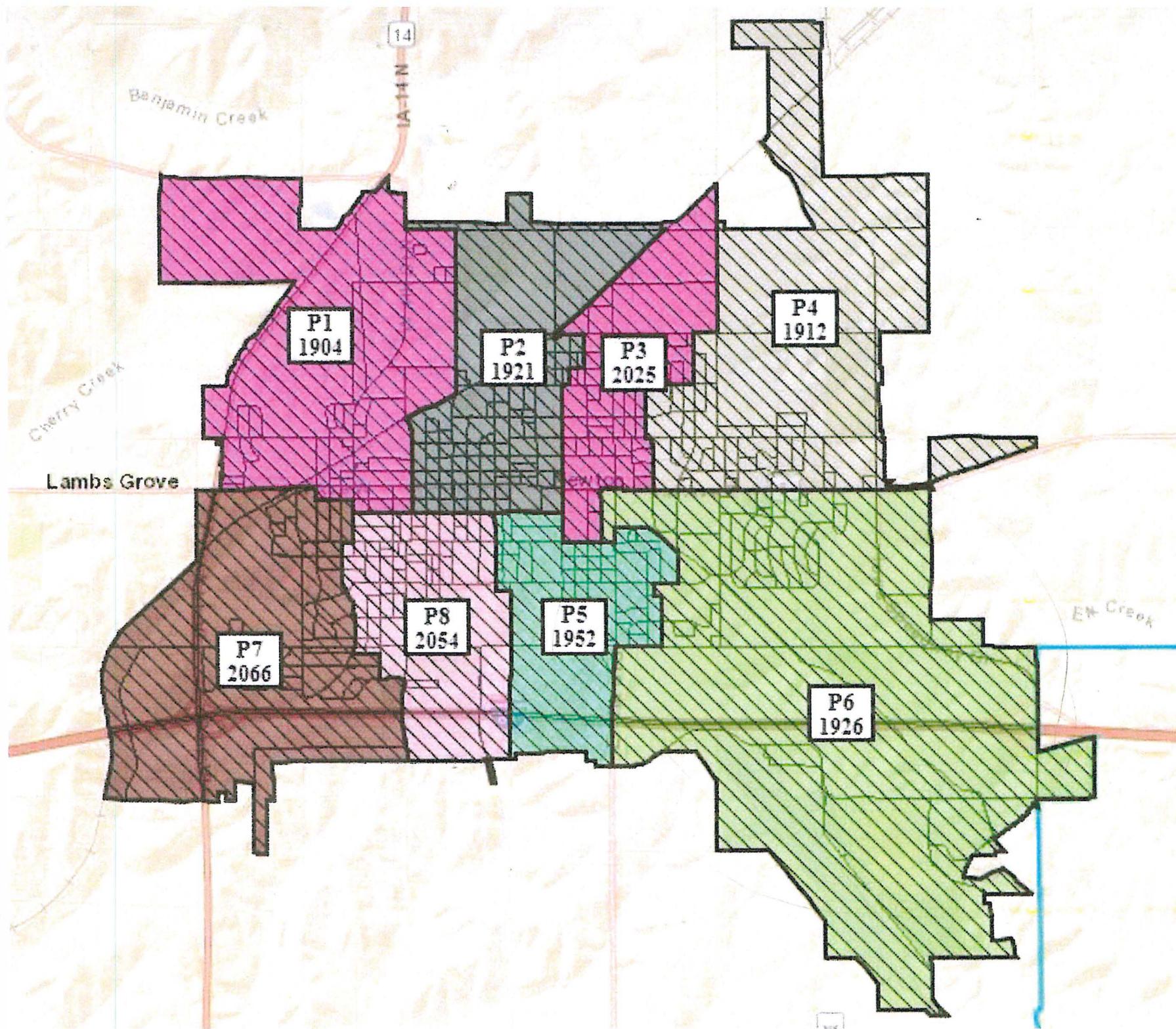
According to the 2020 census figures, this precinct has a population of 2,578.

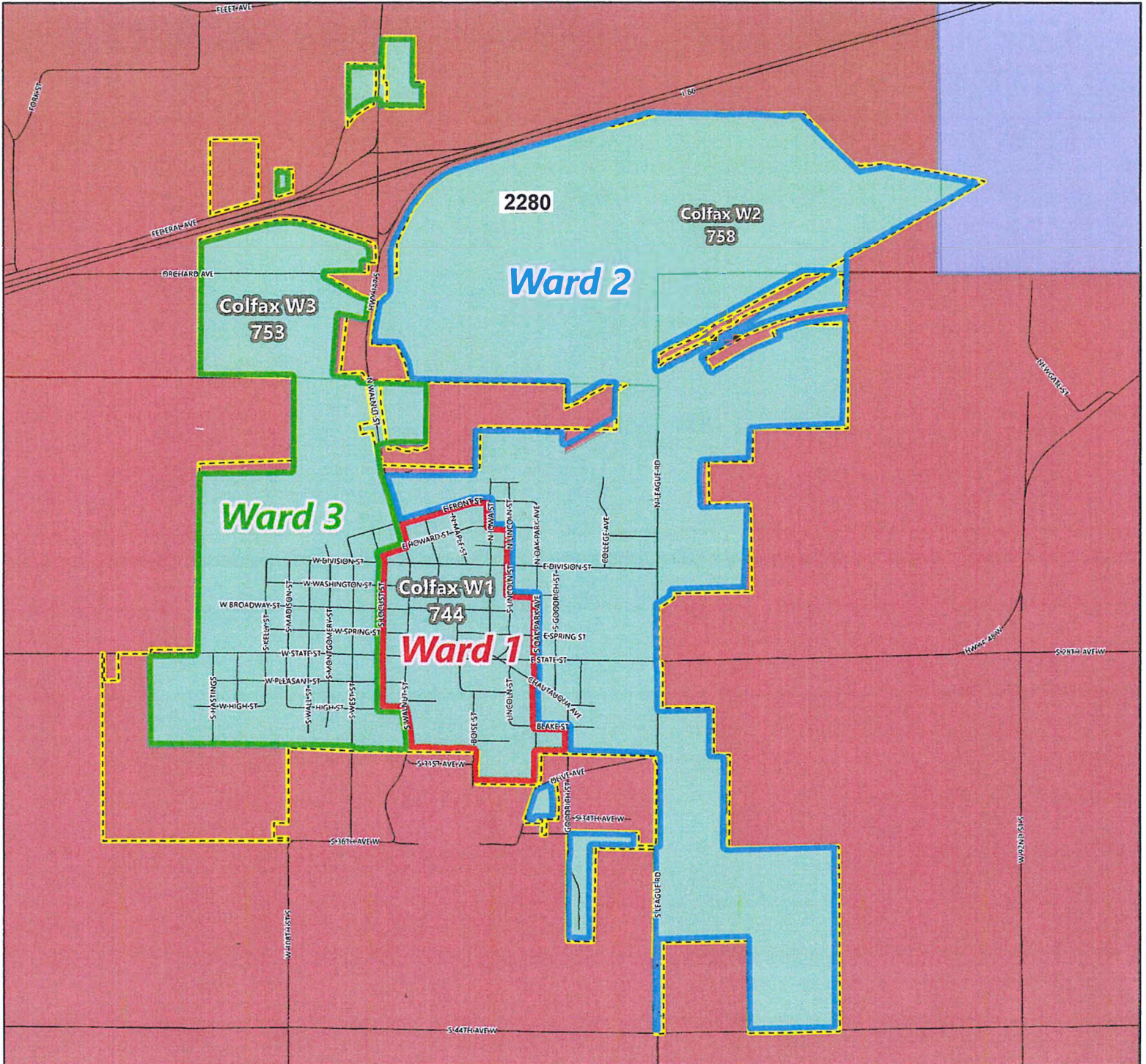
Precinct 18 PALO ALTO

All that area lying within the boundaries of PALO ALTO Township, including the city of Reasnor, but excluding the corporate limits of Newton city, shall constitute the PALO ALTO TOWNSHIP PRECINCT.

According to the 2020 census figures, this precinct has a population of 919.







SECTION 3: This ordinance shall be effective after final passage, approval and publication as provided by law. The effective of this ordinance shall be _____ 2022.

Passed and approve this _____ day of _____, 2022.

Chairman, Jasper County
Board of Supervisors

Dennis K. Parrott
Jasper County Auditor

(County Seal)

**State of Iowa
County Reprecincting Worksheet (2 of 2)
Precinct Population Certification**

County: JASPER

If you require lines in addition to those below, make copies of the following page as needed.

Precinct Name or Number	Population of Unincorporated Portion	Population of Incorporated Portion	Total Population
1 Buena Vista-Elk Creek	1042	0	1042
2 Clear Creek - Independence	1074	962	2036
3 Colfax	0	2280	2280
4 Des Moines	610	1694	2304
5 Fairview	596	1967	2563
6 Hickory Grove/Kellogg			
Mariposa/Rock Creek	1817	782	2599
7 Lynngrove-Richland	833	1261	2094
8 Mound Praire/Washington	1924	374	2298
/Poweshiek			
9 Newton 1-1	0	1904	1904
10 Newton 1-2	0	1921	1921
11 Newton 2-1	0	2025	2025
12 Newton 2-2	0	1912	1912
13 Newton 3-1	0	1952	1952
14 Newton 3-2	0	1926	1926
15 Newton 4-1	0	2066	2066
16 Newton 4-2	0	2054	2054
17 Newton-Sherman-Malaka	2404	174	2578
18 Palo Alto	2107	152	2259
County Total Population	12407	25406	37813

I hereby certify that this is a complete and correct list of all precincts in this county of
JASPER *and that the population data included is correct.*

Signed: _____ Date: _____
Chairperson of Board of Supervisors

Print Name: _____

JASPER COUNTY ZONING COMMISSION MINUTES

For December 15, 2021

Jasper County EOC, 1030 W 2nd St S, Newton, IA 50208

Meeting was called to order at 6:02 pm by Todd Schippers.

Roll Call: Commission members present at roll call were Todd Schippers, Larry Ladd, Ryan Vander Kamp and Stacy Blink. All members were present by Zoom. Schippers ran the meeting as Chairman Flores was slightly delayed.

Agenda Approval: BLINK made a motion to approve the agenda for the current December 15, 2021 meeting. Motion was seconded by VANDER KAMP. Motion was carried unanimously – 5 aye, 0 nay.

Minutes Approval: VANDER KAMP made a motion to approve the minutes from the October 27, 2021 meeting. Motion was seconded by FLORES. Motion was carried unanimously – 4 aye, 0 nay. BLINK abstained since she was not present at that meeting.

Public Comment: There were no public comments.

Open Public Hearing: FLORES made a motion to open public hearing to review and discuss the Urban Renewal Plan for Co-Line. Motion was seconded by VANDER KAMP. Motion was carried unanimously – 5 aye, 0 nay.

Close Public Hearing: After review and discussion LADD made a motion to close public hearing of the Urban Renewal Plan for Co-Line. Motion was seconded by VANDER KAMP. Motion was carried unanimously – 5 aye, 0 nay.

Recommendation to the Board of Supervisors: A motion was made by LADD that the Jasper County Zoning Commission recommend approval of the Urban Renewal Plan for Co-Line. Motion was seconded by VANDER KAMP. Motion was carried – 4 aye, 1 nay (BLINK).

Motion to Adjourn: LADD made a motion to adjourn the meeting. Motion was seconded by VANDER KAMP. Motion was carried unanimously – 5 aye, 0 nay. Meeting adjourned at 6:39 pm.

Secretary to the Jasper County Zoning Commission

Chairman to the Jasper County Zoning Commission

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Co-Line Urban Renewal Plan, the Chairperson first asked for the report of the County Auditor, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Plan. The Board was informed that the consultation was duly held as ordered by the Board, and that _____ written recommendations were received from affected taxing entities. The report of the County Auditor, or his delegate, with respect to the consultation was placed on file for consideration by the Board.

The County also was informed that the proposed Plan had been approved by the Planning and Zoning Commission as being in conformity with the general plan for development of the County as a whole, as set forth in the minutes or report of the Commission. The Commission's report or minutes were placed on file for consideration by the Board.

The Chairperson then asked the County Auditor whether any written objections had been filed with respect to the proposed Plan, and the County Auditor reported that _____ written objections thereto had been filed. The Chairperson then called for any oral objections to the adoption of the Co-Line Urban Renewal Plan and _____ were made. The public hearing was then closed.

{Attach summary of objections here}

RESOLUTION NO. _____

RESOLUTION DETERMINING AN AREA OF THE COUNTY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE COUNTY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE CO-LINE URBAN RENEWAL PLAN

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the County and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the County; and

WHEREAS, this Board has caused there to be prepared a proposed Co-Line Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Co-Line Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1 and which is incorporated herein by reference; and

WHEREAS, the purpose of the Plan is to form the Co-Line Urban Renewal Area as an area suitable for economic development and to include a list of proposed projects to be undertaken within the Urban Renewal Area, and a copy of the Plan has been placed on file for public inspection in the office of the County Auditor; and

WHEREAS, the property proposed to be included in the Urban Renewal Area is legally described in the Plan and this Board has reasonable cause to believe that the Area described in the Plan satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan; and

WHEREAS, it is desirable that the Urban Renewal Area be redeveloped as described in the proposed Urban Renewal Plan to be known hereafter as the "Co-Line Urban Renewal Plan"; and

WHEREAS, the Iowa statutes require the Board of Supervisors to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the County as a whole, prior to Board of Supervisors approval thereof; and

WHEREAS, creation of the Urban Renewal Area and adoption of the Urban Renewal Plan therefore has been approved by the Planning and Zoning Commission for the County as being in conformity with the general plan for development of the County as a whole, as evidenced by its

written report and recommendation filed herewith, which report and recommendation is hereby accepted, approved in all respects and incorporated herein by this reference; and

WHEREAS, by resolution adopted on December 7, 2021, this Board directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the Board of Supervisors and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the County Auditor, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Board also set a public hearing on the adoption of the proposed Urban Renewal Plan for this meeting of the Board, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Newton Daily News, Hometown Press, and the Jasper County Tribune, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Board in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in the proposed "Co-Line Urban Renewal Plan" for the area of Jasper County, State of Iowa, legally described and depicted in the Plan and incorporated herein by reference (which area shall hereinafter be known as the "Co-Line Urban Renewal Area"), be and the same are hereby adopted and approved as the findings of this Board for this area.

Section 2. This Board further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Urban Renewal Plan conforms to the general plan for the development of the County as a whole; and

c) Acquisition by the County is not immediately expected, however, as to any areas of open land to be acquired by the County included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this Board of Supervisors hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the County; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the County in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area is an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this County.

Section 4. That the Urban Renewal Plan, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as the "Co-Line Urban Renewal Plan for the Co-Line Urban Renewal Area"; the Urban Renewal Plan for such area is hereby in all respects approved; and the County Auditor is hereby directed to file a certified copy of the Urban Renewal Plan with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Board amends or repeals the Plan. Said Urban Renewal Plan shall be forthwith certified by the County Auditor, along with a copy of this Resolution, to the Recorder for Jasper County, Iowa, to be filed and recorded in the manner provided by law.

PASSED AND APPROVED this 4th day of January, 2022.

Chairperson, Board of Supervisors

ATTEST:

County Auditor

Label the Plan as Exhibit 1 (with all exhibits) and attach it to this Resolution.

ATTACH THE PLAN LABELED AS
EXHIBIT 1 HERE

**CO-LINE
URBAN RENEWAL PLAN**

for the

**CO-LINE
URBAN RENEWAL AREA**

JASPER COUNTY, IOWA

_____ **2022**

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EXHIBITS

- A. LEGAL DESCRIPTION OF AREA
- B. URBAN RENEWAL AREA DEPICTIONS

Co-Line Urban Renewal Plan
for the
Co-Line Urban Renewal Area
Jasper County, Iowa

A. INTRODUCTION

The Co-Line Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Co-Line Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote economic development in the Urban Renewal Area within Jasper County, Iowa (the “County”). In order to achieve this objective, the County intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.” The County reserves the right to modify the boundaries of the Area at some future date.

C. AREA DESIGNATION

With the adoption of this Plan, the County will designate this Urban Renewal Area as an area that is appropriate for the promotion of economic development (commercial and industrial).

D. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted to establish a TIF district in the Area, and debt related to the Area is certified prior to December 1, 2022, the taxable valuation as of January 1, 2021, will be considered the frozen “base valuation” for the portion of the Urban Renewal Area identified in the TIF ordinance. If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2022, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the County first certifies the amount of any debt related to the Area, in accordance with Iowa Code Section 403.19.

E. DEVELOPMENT PLAN

The County has a general plan for the physical development of the County as a whole outlined in the Planting Seeds for a Brighter Future Jasper County Comprehensive Plan, adopted October 3, 2020. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects, are in conformity with the Planting Seeds for a Brighter Future Jasper County Comprehensive Plan.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the County.

F. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites to promote economic development (commercial and industrial). More specific objectives for the development, redevelopment, and rehabilitation within the Urban Renewal Area are as follows:

1. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
2. To plan for and provide sufficient land for commercial and industrial development in a manner that is efficient from the standpoint of providing municipal services.
3. To provide for the installation of public infrastructure that promotes the development of new commercial and industrial lots, which infrastructure may include, but is not limited to, water, sanitary sewer, streets, and other public improvements.
4. To encourage commercial and industrial growth and expansion through governmental policies which make it economically feasible to do business.
5. To encourage and promote diversity of commercial development opportunities in the County while retaining the character of the community.
6. To provide a more marketable and attractive investment climate through the use of various federal, state, and local incentives.
7. To stimulate, through public action and commitment, private investment in new commercial and/or industrial development.
8. To improve the conditions and opportunities for economic development (commercial and industrial).
9. To help develop a sound economic base that will serve as the foundation for future growth and development.

G. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the County intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa*. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure including but not limited to streets, curb and gutter, street lighting, water, sanitary sewer, public utilities or other facilities in connection with urban renewal projects.
3. To make loans, forgivable loans, grants, or other types of economic development grants or incentives to private persons, organizations, or businesses for economic development purposes on such terms as may be determined by the Board of Supervisors.
4. To borrow money and to provide security therefor.
5. To acquire or dispose of property.
6. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
7. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
8. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
9. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for Jasper County.

Nothing herein shall be construed as a limitation on the power of the County to exercise any lawful power granted to the County under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

H. ELIGIBLE URBAN RENEWAL PROJECTS

1. Development Agreement

- A. *Development Agreement with The Welder's Shield, LLC (or a related entity)*: The proposed urban renewal project anticipates The Welder's Shield,

LLC (or a related entity) constructing a new industrial building, which will be leased by Co-Line Welding, Inc. (the “Tenant”). It is estimated that total construction costs for the building will be approximately \$2,000,000 and will result in the creation or retention of jobs in the County. The County expects to make annual grants to The Welder’s Shield, LLC in the form of rebates of incremental taxes generated by the project. The cost of such grants shall not exceed \$500,000 and will be subject to the terms and conditions of a detailed development agreement with both parties.

2. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to exceed \$25,000

I. FINANCIAL DATA

1.	July 1, 2020 constitutional debt limit:	\$150,493,905
2.	Current outstanding general obligation debt:	\$7,664,182.59
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the County’s constitutional debt limit be exceeded. The Board of Supervisors will consider each project proposal on a case-by-case basis to determine if it is in the County’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above to be funded by TIF Funds will be approximately as stated in the next column:	\$525,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

J. URBAN RENEWAL FINANCING

The County may utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The County has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment

base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the County to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the County, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division IV of Chapter 331 and Chapter 403 of the *Code of Iowa*, the County has the authority to issue and sell general obligation bonds or capital loan notes (“bonds”) for specified essential and general corporate purposes, including the demolition of blighted buildings, the acquisition and construction of certain public improvements within the Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the County. It may be, the County will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The County may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the County may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the County may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the County may determine to use tax increment financing to reimburse the County for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the County to exercise any lawful power granted to the County under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

K. PROPERTY ACQUISITION/DISPOSITION

The County will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

L. RELOCATION

The County does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the County will follow all applicable relocation requirements.

M. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to State and local laws will be complied with by the County in implementing this Urban Renewal Plan and its supporting documents.

N. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying objectives or types of renewal activities.

The Board of Supervisors may amend this Plan in accordance with applicable State law.

O. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the Board of Supervisors and will remain in effect as a Plan until it is repealed by the Board of Supervisors.

With respect to the property included within the Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment financing district (a “TIF Ordinance”), and is designated based on an economic development finding, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the Code of Iowa, is limited to twenty (20) years beginning with the first calendar year following the calendar year in which the County first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within a TIF Ordinance of the Urban Renewal Area. The division of revenues shall continue for the maximum period allowed by law.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the Code of Iowa) by the County for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the Board of Supervisors and consistent with all applicable provisions of law.

P. SEVERABILITY CLAUSE

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

EXHIBIT A

LEGAL DESCRIPTION OF AREA

The Co-Line Urban Renewal Area is described as follows:

Development Property:

Parcel A of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) Section Thirty-three (33), Township Seventy-eight (78) North, Range Seventeen (17) West of the 5th P.M. in Jasper County, Iowa and is more particularly described as follows: beginning at the Southeast corner of said SW ¼ of the SW ¼ Section 33; thence South 89°46'15" West 60.00 feet along the South line thereof; thence North 00°10'40" West 175.00 feet parallel with the East line thereof; thence South 89°46'15" West 540.00 feet parallel with the South line of said SW ¼ of the SW ¼ Section 33; Thence North 00°10'40" West 525.00 feet parallel with the East line thereof; thence North 89°46'15" East 600.00 feet parallel with the South line thereof; thence South 00°10'40" East 700.00 feet along the East line of the SW ¼ of the SW ¼ Section 33 to the Point of Beginning, containing 7.47 acres including 0.05 of road right of way. Subject to any and all easements and restrictions of record.

AND

Right of Way:

The full right of way of S. 128th Ave E beginning at the center line of County Highway T-33 and following along the S ½ of the SW quarter of Section 33, Township 78 Range 17 (3,909 ft) to the West quarter corner of the SE ¼ SE ¼ of Section 32, Township 78 Range.

EXHIBIT B
(two pages)

CO-LINE URBAN RENEWAL AREA DEPICTIONS

Depiction of Development Property Portion of Area:

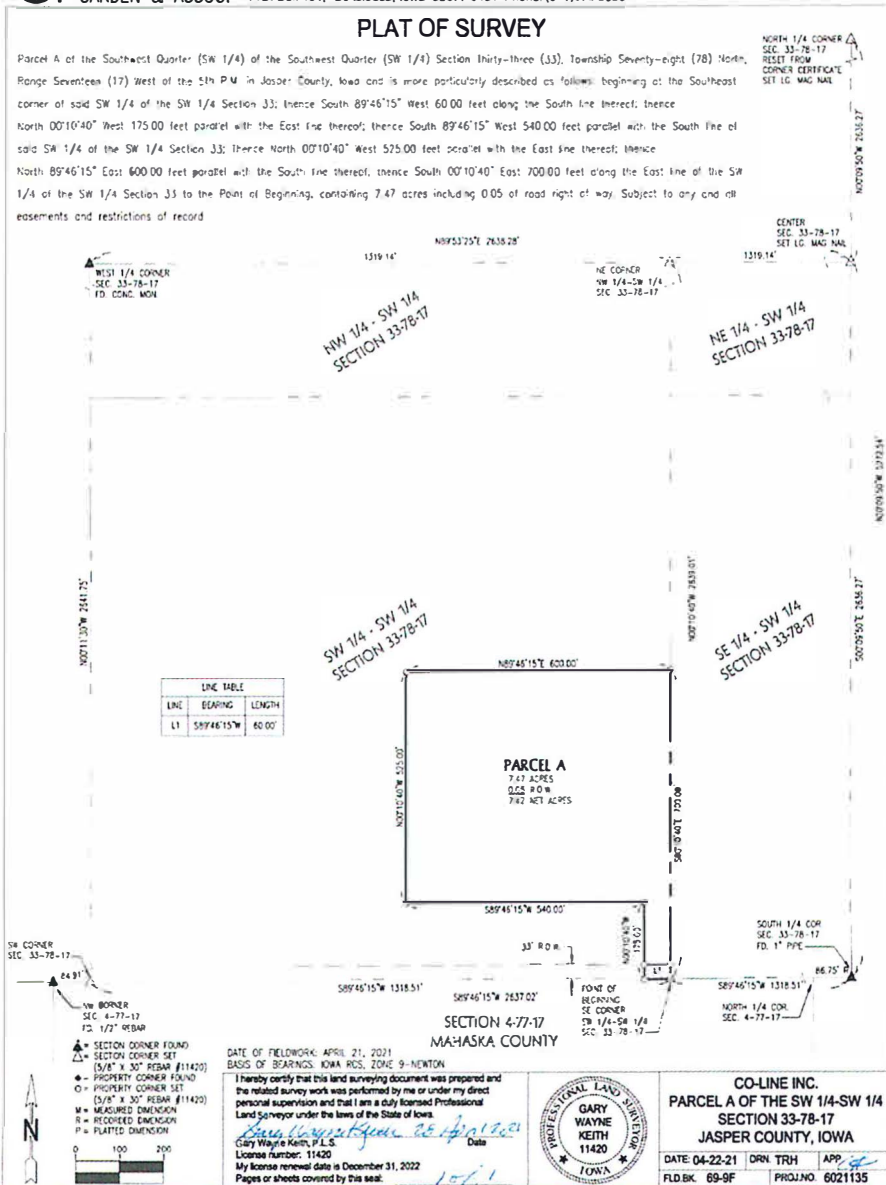
INDEX LEGEND	
LOCATION:	SW 1/4 SW 1/4 SECTION 33-78-17, JASPER COUNTY, IOWA
PREPARED BY:	DEED HOLDER: LLOYD H. & ARLENE B. BRAND CONTRACT HOLDER: TANA JO & DALE C. BRAND
REQUISITED BY:	CO-LINE INC.
PREPARED BY:	GARY W. KEITH
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577



GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

RESERVED FOR RECORDER'S USE



Final Version

Depiction of Right of Way Portion of Area:



01905737-1\110747-049

The Chairperson announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and among Jasper County, The Welder's Shield, LLC, and Co-Line Welding, Inc., and that notice of the proposed action by the Board to enter into said Agreement had been published pursuant to the provisions of Section 331.301(5), Code of Iowa.

The Chairperson then asked the Auditor whether any written objections had been filed by any County resident or property owner to the proposed action. The Auditor advised the Chairperson and the Board that _____ written objections had been filed. The Chairperson then called for oral objections and _____ were made. Whereupon, the Chairperson declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
AMONG JASPER COUNTY, THE WELDER'S SHIELD, LLC,
AND CO-LINE WELDING, INC.

WHEREAS, on January 4, 2022, this Board found and determined that certain areas located within the County are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Co-Line Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Co-Line Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan will be placed on file in the office of the Recorder of Jasper County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the County has received a proposal from The Welder's Shield, LLC (the "Developer") and Co-Line Welding, Inc. (the "Tenant"), in the form of a proposed Development Agreement (the "Agreement") by and between the County, the Developer, and the Tenant, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the construction of an approximately 50,000 square foot industrial building, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the County will make up to twenty (20) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of (i) 25% of the Qualified Costs and Expenses for the Minimum Improvements (as further defined in the Agreement) or (ii) \$500,000, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement further proposes that the Developer will lease the Minimum Improvements to the Tenant and the Tenant will occupy the Minimum Improvements and create or retain jobs therein; and

WHEREAS, Chapters 15A and 403, Code of Iowa, authorize counties to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Board has determined that the Agreement is in the best interests of the County and the residents thereof and that the performance by the County of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the County's performance thereunder is in furtherance of appropriate economic development activities and objectives of the County within

the meaning of Chapters 15A and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Board has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the County and residents thereof.

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

Section 1. That the performance by the County of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the County's performance thereunder is in furtherance of appropriate economic development activities and objectives of the County within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Chairperson and the County Auditor be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the County in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Chairperson and the County Auditor are hereby authorized, empowered and directed to do all such acts and things and to execute all

such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 4th day of January, 2022.

County, Board of Supervisors

ATTEST:

County Auditor

CERTIFICATE OF APPOINTMENT OF DEPUTY OR ASSISTANT

STATE OF IOWA, JASPER COUNTY, ss.

I, John R. Halferty, Sheriff of Jasper County, Iowa, do hereby constitute and appoint Todd (T.J.) Decker as Deputy Sheriff for a period of 3 years, from December 22, 2021, and do hereby authorize and empower him to do and perform in my name as such Deputy Sheriff, all acts and things that may lawfully be done by him as such Deputy Sheriff.

This commission expires December 31, 2024 unless sooner revoked, or when said Deputy Sheriff ceases to perform above named duties.

Given under my hand this 22nd day of December, 2021.

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

STATE OF IOWA, JASPER COUNTY, ss.

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

Todd (T.J.) Decker

Subscribed and sworn to before me, this 22nd day of December, 2021.



Julie P. Dodds
Notary Public State of Iowa

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

Chairperson, Board of Supervisors



IRS issues standard mileage rates for 2022

IR-2021-251, December 17, 2021

WASHINGTON — The Internal Revenue Service today issued the 2022 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on January 1, 2022, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 58.5 cents per mile driven for business use, up 2.5 cents from the rate for 2021,
- 18 cents per mile driven for medical, or moving purposes for qualified active-duty members of the Armed Forces, up 2 cents from the rate for 2021 and
- 14 cents per mile driven in service of charitable organizations; the rate is set by statute and remains unchanged from 2021.

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, unless they are members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see [Moving Expenses for Members of the Armed Forces](#).

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

Taxpayers can use the standard mileage rate but must opt to use it in the first year the car is available for business use. Then, in later years, they can choose either the standard mileage rate or actual expenses. Leased vehicles must use the standard mileage rate method for the entire lease period (including renewals) if the standard mileage rate is chosen.

Notice 22-03 [PDF](#), contains the optional 2022 standard mileage rates, as well as the maximum automobile cost used to calculate the allowance under a fixed and variable rate (FAVR) plan. In addition, the notice provides the maximum fair market value of employer-provided automobiles first made available to employees for personal use in calendar year 2022 for which employers may use the fleet-average valuation rule in or the vehicle cents-per-mile valuation rule.

Resolution 22-

WHEREAS, The Jasper County Treasurer's Office has the need for and has requested that the Jasper County Board of Supervisors create a permanent full-time position of Driver's License Examiner.

NOW, THEREFORE BE IT RESOLVED that the Jasper County Board of Supervisors shall create the permanent full-time position Driver's License Examiner.

Resolution adopted this 4th day of January, 2022.

, Chairman

Attest:

Dennis Parrott, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES

BOOK 21

01/04/2022

PAGE

Tuesday, December 28, 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 reset the public hearing for the DOT Fiscal Year 2022, 5-Year Construction Program Amendment for January 4th, 11th, and 18th 2022 at 9:30 a.m. in the Supervisors Room of the Jasper County Courthouse.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma and seconded by Carpenter to approve material bids for Bridge Replacement Projects L-C050(S24)—73-50, L-C050(C06)—73-50, L-C050(C02)—73-50, and L-C050(C21)—73-50, in the amount of \$55,962.24 each from Oden Enterprises, the only bidder.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma and seconded by Carpenter to reset the public hearing for Ordinance #61A On-site Wastewater Treatment & Disposal for January 4th, 11th, and 18th 2022 at 9:30 a.m. in the Supervisors Room of the Jasper County Courthouse.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma and seconded by Carpenter to reset the public hearing for the County Redistricting Ordinance for January 4th, 11th, and 18th 2022 at 9:30 a.m. in the Supervisors Room of the Jasper County Courthouse.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Carpenter and seconded by Cupples to approve an MOU between Jasper County and AFSCME elevating the pay scale of the Head Cook position to the same rate as a Courthouse Clerk and the 2nd Cook position to that of a Custodian. The starting wage for a Head Cook is \$13.19 but will go to \$16.17 and the starting wage for the 2nd Cook is \$12.15 but will go to \$15.05.

YEA: CUPPLES & CARPENTER

NAY: TALSMA

Motion by Talsma and seconded by Carpenter to approve a new Drivers License Examiner position for the Treasurer's Office beginning January 10, 2022, with reevaluation after 24 months.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma and seconded by Carpenter to support to enhance the Emergency Medical Services Program as presented by Sheriff Halferty in Jasper County.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Talsma and seconded by Carpenter to approve Board of Supervisors minutes for 12/21/2021.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma and seconded by Carpenter to adjourn the Tuesday, December 28, 2021, meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, TALSMAN, CUPPLES

Dennis K. Parrott, Auditor

Doug Cupples, Chairman