

Jasper County, Iowa Board of Supervisors

PO Box 944, Newton, IA Phone: 641-792-7016 Fax: 641-792-1053

Denny Carpenter

Doug Cupples

Brandon Talsma

May 31, 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

- Anyone that has an item on the agenda must appear in person for the Board to consider it. -

Pledge of Allegiance



- Item 1** **Veteran Affairs – Alyssa Wilson**
 - a) Request to Approve New Cabinets

- Item 2** **Sheriff – John Halferty**
 - a) Summit Foods Price Increase

- Item 3** **CICS – Betsy Stursma**
 - a) MOU – Mental Health Advocate for Jasper County

- Item 4** **Engineer – Michael Frietsch**
 - a) Amended Agreement for use of Secondary Roads for Detours/Road Closures, Red Rock Prairie Trail Construction for West 80th Ave West from Prairie Avenue to West 90th Street South

- Item 5** **PFM Engagement Letter for Approval**

- Item 6** **Set Public Hearing for 2021-22 Budget Amendment**
(Recommended Date & Time, June 14, 2022, at 9:30 am)

- Item 7** **Resolution Approving Transfer Order #1473**

- Item 8** **Resolution Approving Transfer Order #1474**

- Item 9** **Approval of Board of Supervisors Minutes for May 24, 2022**

PUBLIC INPUT & COMMENTS



workspace

309 Locust St.
Des Moines, IA 50309
(T) 515-288-7090 (F) 515-288-0250
www.workspaceinc.net

Quotation 63198
Quote Date 05/20/22
Project 4524
Customer JASPCO
Terms Net 30
Account Representative Mason Lundy

Quote To

Accounts Payable
Jasper County
315 W 3RD ST N
NEWTON IA 50208-2015

Ship To

Adam Sparks
Jasper County
315 W 3RD ST N
NEWTON IA 50208-2015

Phone +1 (641) 521-8844
asparks@jasperia.org

Phone +1 (641) 521-8844
asparks@jasperia.org

Sales Location Des Moines Corporate Office

Invoice will include any vendor surcharges in effect at the time of order.

Description	Quantity	Unit Price	Extended Price
1 HSC2472 - Storage Cabinet 24D x 36W x 72H Lock Opts: .L: Standard Random Key Lock Select Paint Color: \$(P1): P1 Paint Opts .S: Charcoal HON INDUST Tag For Suite 200 22X36x72	3	820.90	2,462.70

Quotation Totals			
Sub Total			2,462.70
Grand Total			2,462.70

End of Quotation

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY _____ TITLE _____ DATE _____



workspace

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Des Moines, IA 50309
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Quotation 63198

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TERMS AND CONDITIONS OF SALE

- 1. ORDERS:** It is understood and agreed that an order cannot be cancelled except by mutual consent, subject to Manufacturer's approval. If a percentage cancellation charge is made by Manufacturer, the percentage will be applied to the contract cost of the items cancelled and will be invoiced to the Customer/Purchaser. If Manufacturer is unable to accommodate the request for cancellation, the sale will be final.
- 2. CHANGE ORDERS:** Request to change the scope of the project after product has been ordered or the labor quote has been approved by purchaser may result in additional change order fees.
- 3. RETURNS:** Merchandise is not returnable unless it has been authorized by the Manufacturer with the Purchaser bearing all costs including freight, pickup, delivery, Manufacturer restocking fees, plus 15% of purchase cost to offset overhead expenses by Seller.
- 4. PRICE:** All prices quoted are firm for 30 days from the date of this proposal, unless otherwise specifically noted.
- 5. TAX:** Proposals and orders are subject to applicable sales tax.
- 6. TERMS:** Net 30 days.
- 7. DELIVERY:** In the event that delivery/installation is provided as part of the sale, the following provisions shall apply.
 - A. Job Site: The job site shall be clear and free of debris prior to installation. Site preparation performed by Seller's employees, including but not limited to, clearing debris or moving of Purchaser's furniture, shall be charged to the Purchaser at Seller's normal hourly rate.
 - B. Job Site Services: Electric current, heat, hoisting and/or elevator service will be furnished without charge to Seller. Adequate facilities for offloading, staging, moving, and handling of goods shall be provided by Purchaser.
 - C. Delivery Hours: The sale price is based on the installation being made during the normal eight-hour, five-day work week, Monday through Friday. If delivery/installation is required at a time other than these, Purchaser agrees to pay Seller at the applicable overtime rate.
 - D. Risk of Loss: Upon delivery of goods by Seller to Purchaser's requested location, all risk of loss or damage shall pass to Purchaser, including, but not limited to any loss or damage by weather, other trades such as painting, plastering, wall covering, drapes, curtains, window coverings, blinds and window treatments; telephone installation, fire or other elements; and Purchaser agrees to hold Seller harmless from loss for such reasons.
 - E. Any changes to delivery/installation location or timing due to job site readiness may include additional labor charges due to redelivery or double handling of products. These charges will be calculated using Seller's normal labor rate.
 - F. Partial deliveries can be made at the Purchaser's request for an additional charge. Unplanned partial deliveries may result in additional overtime charges.
- 8. DELIVERY/ INSTALLATION DELAYS:**
 - A. If premises of Purchaser are not ready for installation/delivery, the Purchaser agrees to pay for ninety percent (90%) of the value of the delivered goods in storage and ready for installation/delivery, within 10 days of receipt of goods by Seller.
 - B. STORAGE: if premises are not ready for installation/delivery within 21 days after receipt of goods by Seller, the Purchaser agrees to pay a monthly storage and handling fee to Seller. Seller can only store up to 1 truckload of product.
 - C. If product cannot be installed as originally scheduled due to site readiness, purchaser assumes responsibility of any concealed damages that are revealed after 15 days of shipment receipt.
- 9. SHIPMENTS:** Seller continually expedites orders and will attempt to obtain the commitment of the manufacturer to meet the delivery schedule requirements, but cannot be held responsible for delayed deliveries. Orders, once entered, cannot be cancelled due to delayed delivery unless manufacturers will accept cancellation from Seller. Changes in delivery address may incur additional fees.
- 10. DEPOSITS:** A 50% deposit is required to place an order. All deposits on goods purchased shall be retained by Seller until shipment, delivery and installation of entire order are complete. Deposit amounts will be deducted from the final invoice. No proration of deposit will be made on partial delivery or installation.
- 11. ACCEPTANCE:** All goods shall be considered accepted after the Purchaser or his agent has signed the delivery copy of the "delivery receipt". All claims or exceptions must be made in writing on this copy. If Purchaser is dissatisfied at the time of delivery/installation, it should be noted on the "delivery receipt" or "punch list". Buyer may delay payment of up to 10% of the invoice, without penalty, until all Punch List items are corrected. However, it is expressly understood that the remaining 90% of the invoice is due and payable under the normal credit/payment terms extended by Seller, regardless of the presence or extent of Punch List items.
- 12. LIMITED LIABILITY:** the goods and services incidental to their sale described in this proposal are sold subject only to such warranties as are made by manufacturers of the goods. Seller will cooperate with Purchaser in obtaining adjustments from manufacturers for a breach of any such manufacturer's warranty. However, Seller neither guarantees nor warrants that the manufacturer will comply with the terms of its warranty; and Seller does not adopt, guarantee or warranty that the manufacturer will comply with its obligations. Seller shall not be liable for defects in, or loss to the goods sold, or caused by the goods sold. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SELLER SHALL NOT BE LIABLE FOR ANY ACTUAL, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO PURCHASER OR TO ANY THIRD PARTY AS A CONSEQUENCE OF THE ALLEGED BREACH OF ANY SUCH WARRANTY. Purchaser agrees to indemnify and hold harmless Seller and its agents and employees of and from any claims for damage of loss due to damage or injury caused by the goods after delivery to Purchaser.
- 13. LIEN AND SECURITY INTEREST:** Seller shall have and retain a lien on and security interests in all goods until all goods described in this purchase order have been paid for in full. Upon nonpayment within specified terms, Seller shall have the right, at its election, to recover possession of such goods; and in that event, Purchaser authorizes Seller to promptly enter upon its premises and to repossess and remove such goods at the expense of the Purchaser.
- 14. COSTS AND ATTORNEY FEES:** In the event the Purchaser should fail to comply with any of the terms, conditions, or provisions hereof, and should it become necessary for Seller to incur costs or engage the services of others, Purchaser agrees to pay all costs and expenses incurred by Seller, including costs and reasonable attorneys' fees, whether out of court, at trial or appellate levels, or in bankruptcy/insolvency proceedings, or otherwise.
- 15. TRADE/MANUFACTURE STANDARDS:** The goods shall be subject to reasonable variation from standard in color, quality, finish and variations allowed by the trade customs of the industry.
- 16. LACK OF CONTROL:** Seller shall not be liable for any damages arising out of failure, delay or interruption in the performance of this proposal/order caused by strike, flood, wind, war, civil disturbance, fire, act of God, shortage of labor or materials, or any other matter beyond its direct and sole control.
- 17. ADDITIONAL TERMS:** Purchaser hereby authorizes Seller to inquire into and make investigation of the credit and credit history of the Customer and its principals in connection with any orders of the Customer. Purchaser acknowledges that this proposal/order and performance hereunder, shall be deemed severable. Purchaser shall be liable for any part of the goods described in the proposal/order and any invoice submitted hereunder. Purchaser shall pay the monies due hereunder and all invoices submitted hereunder in accordance with their terms, and shall not be entitled to any set-off or to withhold any payment or portion thereof. All invoices not paid in accordance with the terms hereof shall accrue interest at the rate of 1.5 per month (18% per annum). All payments on past due invoices shall be first applied to accrued interest and then to open invoice amounts.
- 18. PAYMENT OPTIONS:** Seller reserves the right to charge a credit card fee if that payment method is chosen. This fee will be added to the total of the transaction and will be equal to the cost of processing the selected credit card.

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY _____ TITLE _____ DATE _____

This Memorandum of Understanding (hereinafter "MOU") is entered into between Jasper County, Iowa and Central Iowa Community Services (CICS) Mental Health and Disability Services (MHDS) Region.

- I. **Funding of Mental Health Advocate Services.** In recognition that Jasper County has entered into an agreement with Polk County and Marion Counties to share the expense of Judicial Advocate Services and that Judicial Advocate services are funded by MHDS Regions. This MOU establishes an agreement between Jasper County and CICS for the funding of Judicial Advocate services. In consideration, the following responsibilities are assumed by the participating agencies:
 - a. **Jasper County Responsibilities.** Jasper County agrees to:
 - i. Ensure the delivery of Judicial Advocate services for residents of Jasper County in accordance with Section 229.19 of the Iowa Code.
 - ii. Submit claim to CICS Claims for reimbursement of Judicial Advocate services based on Jasper County's share of the Judicial Advocate expenses. Submit claims for reimbursement per the CICS Management Plan Policies and Procedures: J. Service Provider Payment Provisions.
 - b. **CICS Responsibilities.** CICS agrees to:
 - i. Fund Judicial Advocate services up to Jasper County's share of the Judicial Advocate expenses. Payment for service shall follow the CICS Management Plan Policies and Procedures: J. Service Provider Payment Provisions.
- II. **Termination.** This MOU will be renewed on a fiscal year annual basis unless terminated earlier in writing by any party for its convenience upon sixty (60) days prior written notice to the other party. The agreement is subject to revision due to legislation, change in operating practices and policies of the involved parties, or other factors, as agreed to by the involved parties. It may be amended by mutual written agreement of the parties.
- III. **Indemnification.** Jasper County shall defend, hold harmless and indemnify CICS against any and all claims, liability, damages, judgments, and expenses, including, without limitation, reasonable attorney fees and costs, asserted against, imposed or incurred by CICS that arise out of acts or omission of Advocate or County's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

IV. Notices. All notices related to this MOU shall be addressed as follows:

- a. To: CICS Operations Officer
126 S. Kellogg Ave., Ste. 001
Ames, IA 50010

- b. Jasper County Board of Supervisors:
Attn: Board Chair
Jasper County Courthouse
101 1st Street N, Newton, IA 50208

IN WITNESS WHEREOF, the parties have here unto set their hand, and the effective date of this agreement is the First day of July 2022.

CICS Governing Board:

By: _____
Print Name: _____
Print Title: Chair, CICS Governing Board
Date: _____

Jasper County Board of Supervisors:

By: _____
Print Name: _____
Print Title: _____
Date: _____

Attest:

By: _____
Print Name: _____
Print Title: _____
Date: _____

**AGREEMENT FOR USE OF SECONDARY ROADS FOR INCIDENT MANAGEMENT
TEMPORARY DETOUR ROUTES**

This Agreement is entered into by and between the Howrey Construction, Inc., hereinafter known as the Contractor; and the

Jasper County Board of Supervisors, hereinafter known as the COUNTY

WHEREAS, the Howrey Construction, Inc., hereinafter known as CONTRACTOR, has determined it necessary to temporarily close

West 80th Avenue West from Prairie Avenue to West 90th Street South
starting June 1, 2022 and ending June 17, 2022

for the purpose of construction, reconstruction, maintenance, natural disasters, or other emergencies that are 48 hours or longer (incident management temporary detours are covered under a separate detour agreement (Form 810076)); and

WHEREAS, the detours utilized pursuant to this Agreement are not subject to Iowa Code Sections 313.28 and 313.29, and

WHEREAS, authorized engineers representing both the CITY and the CONTRACTOR shall jointly inspect the proposed detour routes to assure structural and operational adequacy of the routes and to determine the appropriate measures to be taken to accommodate the detoured traffic, and

WHEREAS, the CONTRACTOR agrees to install and maintain detour signs and provide all traffic control devices required by the Manual on Uniform Traffic Control Devices (MUTCD), and

WHEREAS, at the request of the CONTRACTOR or COUNTY, the CONTRACTOR and the COUNTY shall review the detour routes and signs and, if necessary, enter into a new Agreement due to changing circumstances. This agreement shall remain in effect until replaced or cancelled by either party but shall not remain in effect for longer than 5 years from the date of full execution of this agreement.

WHEREAS, the COUNTY shall notify the CONTRACTOR if a bridge or structure on the detour route cannot carry legal loads or permitted loads up to 156,000 lbs. The COUNTY shall inform the CITY of the allowable load limit so that the route can be reviewed, or if the allowable load limit changes.

NOW, THEREFORE, IT IS AGREED that Prairie Ave, S 80th Ave W, W 90th St S, S 76th Ave W, N State St, Highway 163, Highway F62, and W 78th St S can be used as a detour under stipulations outlined above.

IN WITNESS WHEREOF, the CITY and COUNTY have caused this Agreement to be executed by proper officers thereunto duly authorized as the dates shown below.

County representative Date

Printed name and title of county representative

Attest Date

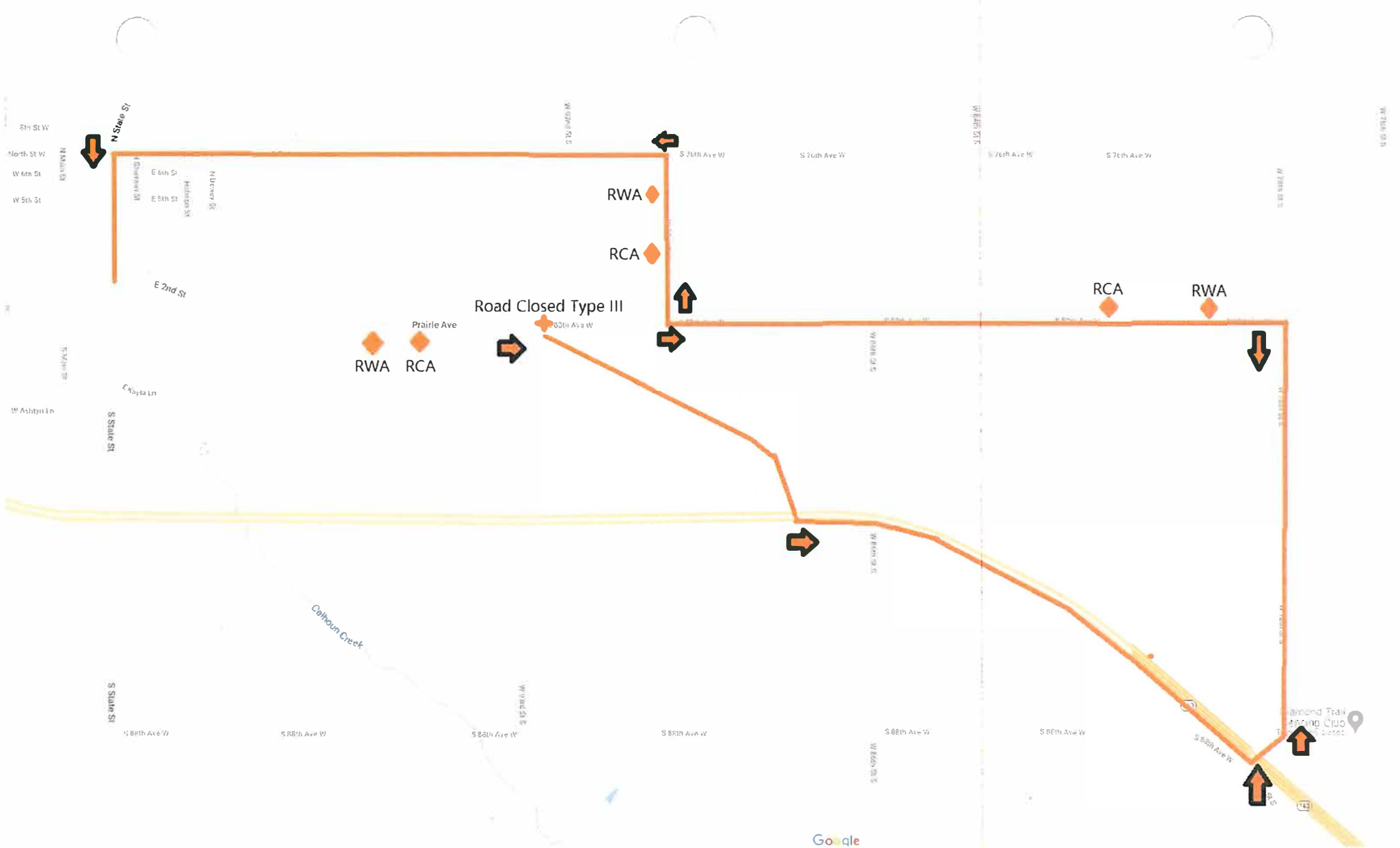
Printed name and title of Attest



Contractor representative Date

Brian Madsen, Project Manager

Printed name and title of city representative



Closure of W 80th Ave W



May 26, 2022

Mr. Dennis Parrott
County Auditor
Jasper County
101 1st Street N
Newton, Iowa 50208

Dear Dennis,

pfm

801 Grand
Suite 3300
Des Moines, IA 50309
515.243.2600

pfm.com

The purpose of this letter (this "Engagement Letter") is to confirm our agreement that PFM Financial Advisors LLC ("PFM") will act as financial advisor to Jasper County, Iowa (the "Client") in connection with the potential issuance of General Obligation Capital Loan Notes. PFM will provide, upon request of Client, financial planning and debt issuance development services, as applicable and set forth in Exhibit A to this Engagement Letter. Most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task.

PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. As of the date of this letter, Client has not designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption."). Client agrees not to represent that PFM is Client's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, without PFM's prior written consent.

MSRB Rule G-42 requires that municipal advisors make written disclosures to its clients of all material conflicts of interest and certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's disclosure statement delivered to Client together with this agreement.

PFM's services will commence as soon as practicable after the receipt of this Engagement Letter by Client and a request by Client for such service. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in Exhibit A of this agreement shall be completed as agreed in writing in advance between Client and PFM. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between Client and PFM or its respective affiliate.

For the services described in Exhibit A, PFM's professional fees will be paid as provided in Exhibit B. In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses, as outlined in Exhibit B, which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.



This Engagement Letter shall remain in effect until all related activities associated with this agreement are complete unless canceled in writing by either party upon thirty (30) days written notice to the other party. PFM shall not assign any interest in this Engagement Letter or subcontract any of the work performed under this Engagement Letter without the prior written consent of Client; provided that upon notice to Client, PFM may assign this Engagement Letter or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.

All information, data, reports, and records ("Data") in the possession of Client or any third party necessary for carrying out any services to be performed under this Engagement Letter shall be furnished to PFM and Client shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services. To the extent Client requests that PFM provide advice with regard to any recommendation made by a third party, Client will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. Client acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

All notices given under this Engagement Letter will be in writing, sent by email or United States mail, with return receipt requested, addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of Client. Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to Client copies of any and all material pertaining to this Engagement Letter.

The Des Moines office of PFM will provide the services set forth in this Engagement Letter. PFM may, from time to time, supplement or otherwise amend team members. Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should Client make such a request, PFM will promptly suggest a substitute for approval by Client.

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to Client.

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint ventures of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter.



This Engagement Letter represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by PFM.

Please have an authorized official of Client acknowledge receipt of this Engagement Letter and respond to us to acknowledge the terms of this engagement.

Sincerely,

PFM FINANCIAL ADVISORS LLC

Jon Burmeister
Managing Director

Jasper County Board of Supervisors:

Brandon Talsma
Chairman

Attest:

Dennis K Parrott
Jasper County Auditor



EXHIBIT A SCOPE OF SERVICES

Financial planning and debt issue development services (Includes short term financings, notes, loans, letters of credit and line of credit). Upon the request of Client:

- Analyze the project and relevant documents sent to the Iowa Economic Development Authority.
- Review any feasibility studies to understand the projected revenue stream which would secure the proposed bond issue. It being specifically understood that PFM is not responsible for the accuracy of the feasibility study and projected revenue stream. As directed, PFM will run some sensitivity analyses to help analyze the repayment risks posed by the revenue streams.
- Review the details of any existing or proposed TIF districts created to help secure the payments the proposed bond issue. PFM will work with the City of Newton to obtain these details. PFM will either review the analyses prepared by the City or their consultants or develop its own version subject to securing the necessary data from the City of Newton.
- PFM will present its plan of finance analyses to the Client so the Board can make an informed decision on whether to issue general obligation notes secured by the Client's authority to levy direct ad valorem taxes against all taxable property within the County.
- Assist Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to Client.
- If appropriate, develop credit rating presentation and coordinate with Client the overall presentation to rating agencies.
- Assist Client in the procurement of other services relating to debt issuance such as printing, verification agent, escrow agent, paying agent and registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond resolutions regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond resolutions.
- Review the terms, conditions and structure of any proposed debt offering undertaken by Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with Client's staff and other advisors with respect to the furnishing of data for offering documents. PFM will assist Client in the preparation of the offering document, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents and that the ultimate responsibility remains with Client.



- Provide regular updates of bond market conditions and advise Client as to the most advantageous timing for issuing its debt.
- Advise Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise Client in negotiations with investment banking groups regarding fees, pricing of the notes and final terms of any security offering, and make definitive recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction.
- Preparation and delivery of note financing record to Client.



EXHIBIT B
COMPENSATION FOR SERVICES

1. Transaction Fees

For financial planning as it relates to researching the financial feasibility of any proposed notes, PFM will invoice the Client based the number of hours performing the scope of services using the hourly financial planning fees schedule outlined below. PFM will provide the Client with the number of hours for its records and review before preparing our final invoice. If the Client decides to issue debt related to the issuance of General Obligation Capital Loan Notes, PFM will be paid a one-time fee of \$18,000, payable upon closing.

2. Hourly Financial Planning Fees (Non-Transaction Related)

In the event the Client requests that PFM perform significant special projects, fees will be negotiated in advance of the project. Fees will be generally based upon the following hourly rates for the indicated levels of experience or their equivalents.

<u>Experience Level</u>	<u>Hourly Rate</u>
Managing Director	\$250.00
Director	\$225.00
Senior Managing Consultant	\$200.00
Senior Analyst	\$180.00
Analyst	\$150.00
Associate	\$125.00

3. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, printing, telephone, postage, internet posting and other ordinary costs which are incurred by PFM. Appropriate documentation will be provided.



EXHIBIT C
INSURANCE STATEMENT

PFM has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$5 million and \$5 million single loss/ \$10 million aggregate, respectively. PFM also carries a \$5 million cyber liability policy.

Our Professional Liability policy is a "claims made" policy and our General Liability policy claims would be made by occurrence.

1. Deductibles/SIR:

Automobile \$100 comprehensive & \$1,000 collision
Cyber Liability \$100,000
General Liability \$0
Professional Liability (E&O) \$200,000
Financial Institution Bond \$50,000

2. Insurance Company & AM Best Rating

Professional Liability (E&O).....Lloyds of London; (A; Stable)
.....AXIS Surplus Insurance Company; (A; Stable)
Financial Institution Bond.....Berkley Regional Insurance Company; (A+; Stable)
Cyber Liability.....Greenwich Insurance Company (A+; Stable)
General Liability.....Valley Forge Insurance Company; (A; Stable)
Automobile Liability.....Continental Insurance Company; (A; Stable)
Excess/Umbrella Liability.....Continental Insurance Company; (A; Stable)
Workers Compensation &
Employers LiabilityContinental Insurance Company; (A; Stable)

**DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER
IMPORTANT MUNICIPAL ADVISORY INFORMATION
PFM Financial Advisors LLC / PFM Swap Advisors LLC**

I. Introduction

PFM Financial Advisors LLC and PFM Swap Advisors LLC (hereinafter, referred to as “We,” “Us,” or “Our”) are registered municipal advisors with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by Us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). We employ a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

How We Identify and Manage Conflicts of Interest

Code of Ethics. The Code requires that all employees conduct all aspects of Our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and Our clients.

Policies and Procedures. We have adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allows Us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to Our analysis of potential conflicts of interest.

Supervisory Structure. We have both a compliance and supervisory structure in place that enables Us to identify and monitor employees’ activities, both on a transaction and Firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, Our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows Us to evaluate any situations that may be an actual or potential conflict of interest.

Disclosures. We will disclose to clients those situations that We believe would create a material conflict of interest, such as: 1) any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work We perform for such client; 2) any payment made to obtain or retain a municipal advisory engagement with a client; 3) any fee-splitting arrangement with any provider of an investment or services to a client; 4) any conflict that may arise from the type of compensation arrangement We may have with a client; and 5) any other actual or potential situation that We are or become aware of that might constitute a material conflict of interest that could reasonably expect to impair Our ability to provide advice to or on behalf of clients consistent with regulatory requirements. If We identify such situations or circumstances, We will prepare meaningful disclosure that will describe the implications of the situation and how We intend to manage the situation. We will also disclose any legal or disciplinary events that are material to a client’s evaluation or the integrity of Our management or advisory personnel. We will provide this disclosure (or a means to access this information) in writing prior to starting Our proposed engagement, and will provide such additional information or clarification as the client may request. We will also advise Our clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, Our plan to manage that situation, and any additional information such client may require.

II. General Conflict of Interest Disclosures

Disclosure of Conflicts Concerning the Firm’s Affiliates

Our affiliates offer a wide variety of financial services, and Our clients may be interested in pursuing services separately provided by an affiliate. The affiliate’s business with the client could create an incentive for Us to recommend a course of action designed to increase the level of the client’s business activities with the affiliate or to recommend against a course of action that would reduce the client’s business activities with the affiliate. In either instance, We may be perceived as

recommending services for a client that are not in the best interests of Our clients, but rather are in Our interests or the interests of Our affiliates. Accordingly, We mitigate any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, We receive no compensation from Our affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, We require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

Disclosure of Conflicts Related to the Firm's Compensation

From time to time, We may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since We may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, We may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest, if the transaction requires more work than contemplated and We are perceived as recommending a less time consuming alternative contrary to the client's best interest so as not to sustain a loss. Finally, We may contract with clients on an hourly fee bases. If We do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as We would not have a financial incentive to recommend an alternative that would result in fewer hours. We manage and mitigate all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients

We regularly provide financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While Our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of Our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees Our engagement with any other particular client as a conflict, We will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes an "Informational Bubble" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, We will withdraw from the engagement.

Disclosure Related to Legal and Disciplinary Events

As registered municipal advisors with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, Our legal, disciplinary and judicial events are required to be disclosed on Our forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of form MA, 'Item 6 Disclosure Information' of form MA-I, and if applicable, the corresponding disclosure reporting page(s) ("DRP"). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access PFM Financial Advisors LLC filed forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

PFM Financial Advisors LLC –

<http://www.sec.gov/cgi-bin/browse-edgar?company=PFM+Financial&owner=exclude&action=getcompany>

III. Specific Conflicts of Interest Disclosures – Jasper County, Iowa

To Our knowledge, following reasonable inquiry, We make the additional disclosure(s) of actual or potential conflicts of interest cited below in connection with the municipal advisory services currently being contemplated for client.

We currently serve as municipal advisor to certain overlapping entities including the Iowa Finance Authority and the State of Iowa. We do not anticipate this to create a conflict of interest nor to impede Our ability to fulfill Our fiduciary duty to Jasper County, Iowa.

Conflicts Disclosure Related to Providing Services to Municipal Entity Clients and Obligated Persons on the Same Municipal Transaction

From time to time We may represent a Municipal Entity client and an Obligated Person on the same side of a transaction. This situation may present a potential conflict of interest if Our fiduciary duty to the Municipal Entity and duty of care owed to the Obligated Person represent competing interests. Accordingly, We mitigate this conflict of interest by disclosing it to clients, requiring separately negotiated agreements between Us and each client, and requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

IV. Municipal Advisory Compliant and Client Education Disclosure

The MSRB protects state and local governments and other municipal entities and the public interest by promoting fair and efficient municipal securities markets. To that end, MSRB rules are designed to govern the professional conduct of brokers, dealers, municipal securities dealers and municipal advisors. Accordingly, if you as municipal advisory customer have a complaint about any of these financial professionals, please contact the MSRB's website at www.msrb.org, and consult the MSRB's Municipal Advisory Client brochure. The MSRB's Municipal Advisory Client brochure describes the protections available to municipal advisory clients under MSRB rules and describes the process for filing a complaint with the appropriate regulatory authority.

PFM's Financial Advisory services are provided by PFM Financial Advisors LLC. PFM's Swap Advisory services are provided by PFM Swap Advisors LLC. Both entities are registered municipal advisors with the MSRB and SEC under the Dodd Frank Act of 2010.

Resolution _____

STATE OF IOWA }
 Jasper County }

TRANSFER ORDER

\$48,015.00

Newton, Iowa, May 31, 2022

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Forty eight thousand fifteen dollars and 00/100***

From: 0001 - General Basic
 Fund

To: Various Funds
 (See Below)

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Board Action

By Order of Board of Supervisors.

Supervisor

Attest

NO. 1473

Teresa A. ...

Auditor/Designee

From Fund	To Fund	Amount
0001 - General Fund	2080 - (2021) Solar Project	\$ 4,767.00
0001 - General Fund	2040 - (2021) GO Bond, Admin Bldg	\$ 23,248.00
0001 - General Fund	0052 - Environmental Health Infraction	\$ 20,000.00
		\$ -
		\$ -
		\$ -
		\$ 48,015.00

Resolution _____

STATE OF IOWA
Jasper County

}

TRANSFER ORDER

\$423,523.00

Newton, Iowa, May 31, 2022

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Four hundred twenty three thousand five hundred twenty three dollars and 00/100***

From: 0802- Amended
JC 28E Subfund

To: 2015 (2007) TPI Refunded

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Debt Payment

By Order of Board of Supervisors.

Supervisor

Attest

Teresa Anderson

Auditor/Designee

NO. 1474

This transfer will cover the following bond:

\$4,825,000 bonds dated 11-1-2001 for the TPI/Opus Economic Development Grant.

Tuesday, May 24, 2022, 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 Talsma presiding.

Motion by Cupples and seconded by Carpenter to adopt Resolution 22-46 a hiring resolution certifying the following to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	Deputy Sheriff	Leon Spataru	\$26.58	Hire-in AFSCME Union Scale	06/20/2022

YEA: CUPPLES, CARPENTER, TALSMA

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

Motion by Cupples and seconded by Carpenter to adopt Resolution 22-47 a hiring resolution certifying the following to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Treasurer's Office	Drivers License Examiner B	Thomas Vanderlaan	\$18.45	Hire-in AFSCME Union Scale	06/01/2022

YEA: CUPPLES, CARPENTER, TALSMA

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

Building & Grounds Director Adam Sparks presented to the Supervisors quotes for a fire alarm system for the Elections Building, Armory and the County Attorney Building and they are as follows:

	Iowa Fire Equipment Co	General Fire & Safety Equipment Co.
Elections Building	\$ 5,400	\$ 4,730
Armory Building	\$15,185	\$12,100
Attorney Building	\$10,885	\$ 8,250

Motion by Cupples and seconded by Carpenter to accept the quote from General Fire & Safety Equipment Co. for the fire alarm system at the Election Building in the amount of \$4,730.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to accept the quote from General Fire & Safety Equipment Co. for the fire alarm system at the Armory Building in the amount of \$12,100.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to accept the quote from General Fire & Safety Equipment Co. for the fire alarm system at the Attorney Building in the amount of \$8,250.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to set Public Hearings for the proposed FY2023 Five Year Road Construction and Maintenance Plan for June 7, 2022, June 14, 2022, and June 21, 2022, at 9:30 a.m. in the Board of Supervisors Room of the Jasper County Courthouse.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve an agreement between Howrey Construction, Inc and Jasper County for the temporary road closure of West 80th Avenue West from Prairie Avenue to West 90th Street South starting June 1, 2022 and ending June 17, 2022.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to approve the liquor license for Sugar Grove Vineyards.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Carpenter and seconded by Cupples to approve claims paid through 05/24/2022.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to approve Board of Supervisors Minutes for May 17, 2022.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to adjourn the Tuesday, May 24, 2022, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, CARPENTER, TALSMA

Dennis K. Parrott, Auditor

Brandon Talsma, Chairman