

# 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

**September 20, 2022**

9:30 a.m.

[www.jasperia.org](http://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



**8:30 AM**

**Canvassing the Special Election held on September 13, 2022**

**9:30 AM**

**Item 1**

**Public Hearing – Community Development – Kevin Luetters**

- a) Request for Rezoning for Parcel 03.05.100.006 created within Parcels 03.05.100.001 & 03.05.100.003 from Agriculture to General Industrial

**Item 2**

**Veteran Affairs – Alyssa Wilson**

- a) Federal Mileage Rate Increase

**Item 3**

**Engineer – Michael Frietsch**

- a) Resolution for the Agreement to the Living Roadway Trust Fund Grant

**Item 4**

**Conservation – Keri VanZante**

- a) Maintenance Plan for Nature Center (ARPA)

**Item 5**

**Approval of Claims Paid through September 13, 2022**

**Item 6**

**Approval of Board of Supervisors Minutes for September 13, 2022**

**PUBLIC INPUT & COMMENTS**

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## Rezoning Request R-2022-005

**I, Gregory Meckley, request that the properties described as:**

Parcel # 03.05.100.006 created within Parcels #03.05.100.001 & #03.05.100.003

That part of the West One Half of the Northwest Quarter of Section 5. Township 81 North, Range 19 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Beginning at the Northwest Corner of said Section 5; thence on an assumed bearing South 89 degrees 56 minutes 18 seconds East 228.00 feet along the north line of the said Northwest Quarter; thence South 20 degrees 39 minutes 29 seconds East 228.18 feet; thence South 33 degrees 03 minutes 11 seconds East 666.38 feet; thence South 21 degrees 51 minutes 58 seconds East 457.88 feet; thence South 77 degrees 26 minutes 37 seconds West 245.95 feet; thence South 58 degrees 06 minutes 34 seconds West 274.71 feet; thence South 76 degrees 58 minutes 03 seconds West 394.31 feet to the west line of said Northwest Quarter; thence North 00 degrees 34 minutes 42 seconds East 1484.81 feet along said west line to the point of beginning;

Said tract contains 18.11 acres and is subject to a Jasper County Highway Easement over the westerly 2.30 acres thereof.

**Be rezoned from “Agriculture” to “General Industrial” to allow for a salvage/junkyard.**

**We, the Jasper County Board of Supervisors, do approve the re-zoning of the requested property, and therefore do amend the Jasper County Zoning Map to reflect the change requested in the above petition.**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Auditor

\_\_\_\_\_  
Chairperson

JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division  
315 W 3<sup>rd</sup> ST N - #150 Newton, IA 50208 ph: 641-792-3084

R-2022-005

I, Gregory Meckley request that the following described parcel be rezoned from "Agricultural" to "General Industrial" to comply with Jasper County Ordinance #04E.

PARCEL #0305100006 created within Parcels #0305100001 & 0305100003

Signed Greg Meckley

Date 8-12-22

Jasper County Zoning Commission, recommend that this rezoning request be not be granted.

4 Aye 0 Nay

[Signature]  
Chairperson Jasper County Zoning Commission

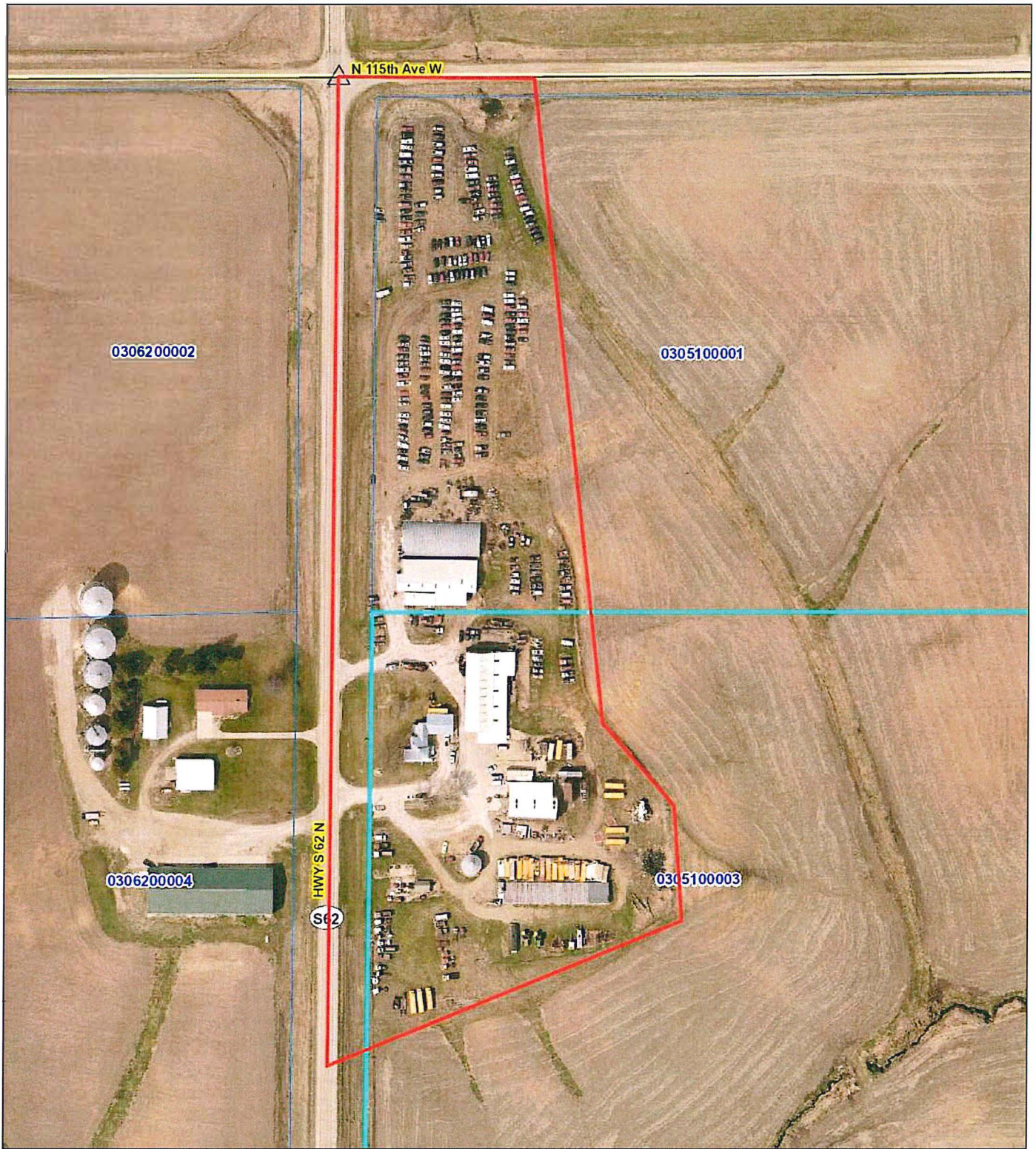
State of Iowa, Jasper County

On this 31 day of August, before me Brett Jennings, a Notary Public in and for the State of Iowa, appeared Jeremy Flores to me personally known to be the chairperson of the Jasper County Zoning Commission and that said Rezoning Request was signed by him/her on behalf of said Jasper County Zoning Commission. Witness my hand and Notary Seal the day and year above written.

[Signature]

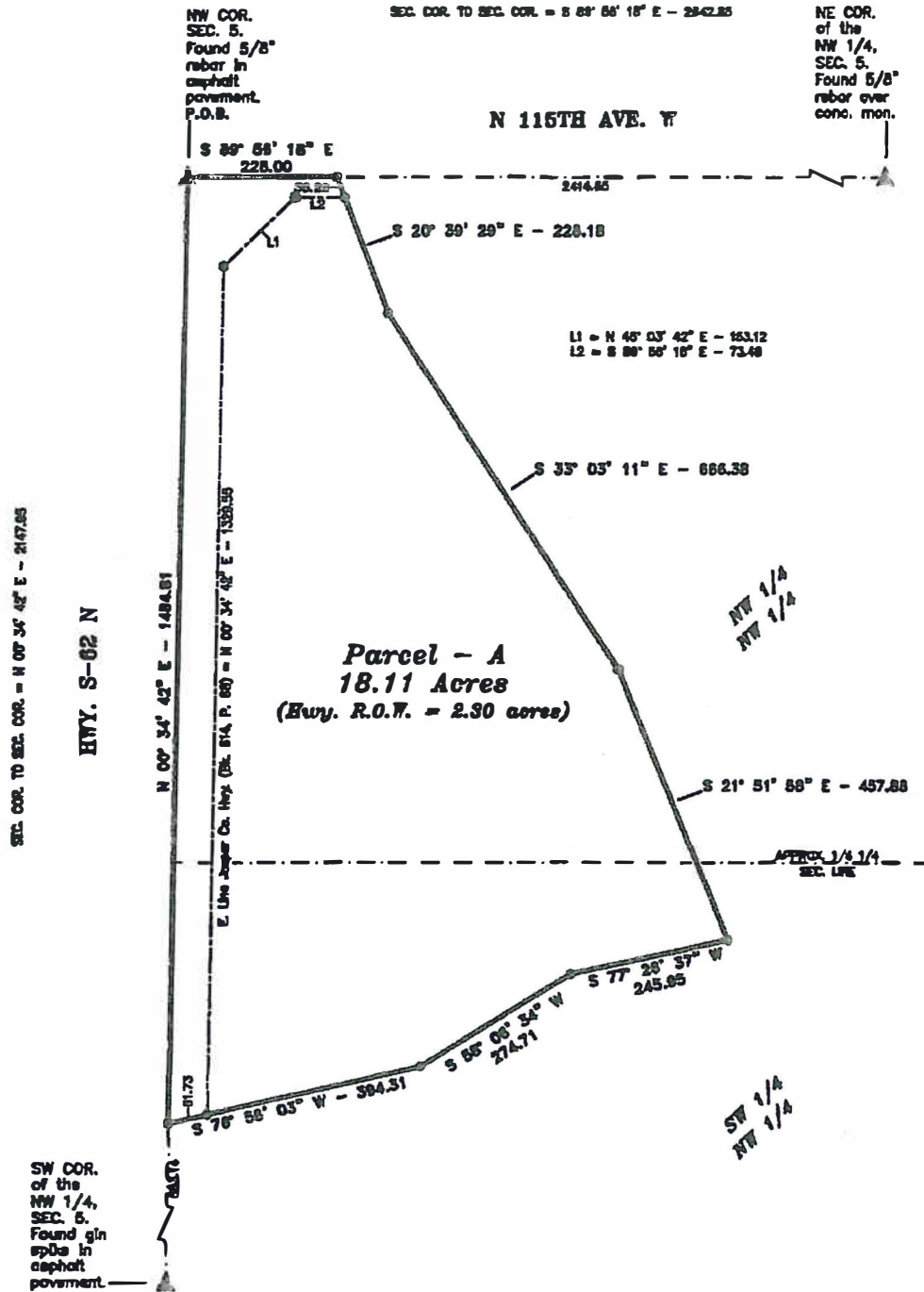
Notary in and for the State of Iowa





Parcel ID	0305100003	Alternate ID	01800	Owner Address	MECKLEY, GREGORY L
Sec/Twp/Rng	5-81-19	Class	AD		11308 HWYS 62 N
Property Address	11308 HWY S-62 N	Acreage	37.97		MELBOURNE, IA 50162
	BAXTER				
District	MKBX3				
Brief Tax Description	SECTION:5 TOWNSHIP:81 RANGE:19SW NW				
	(Note: Not to be used on legal documents)				

**PLAT OF SURVEY**  
**W 1/2 of the NW 1/4, SEC. 5, T-81N, R-19W**  
**JASPER COUNTY, IOWA**



**INDEX LEGEND**

COUNTY: JASPER  
SECTION: 5, T-81N, R-19W, W 1/2 OF THE NW 1/4

SURVEY FOR & OWNER:  
Gregory L. Meckley, Melbourne, IA

SURVEYOR & SURVEY COMPANY:  
Jason S. Lowry, P.L.S.  
Lowry Land Services, L.L.C.  
752 Diamond Trail Rd., Searsboro, Iowa 50242

PREPARED BY AND RETURN TO:  
Jason S. Lowry, P.L.S.  
752 Diamond Trail Rd., Searsboro, Iowa 50242  
(641) 521-1160, lowrylandservices@gmail.com

**PLAT OF SURVEY**

**W 1/2 of the NW 1/4, SEC. 5, T-81N, R-19W  
JASPER COUNTY, IOWA**

(SEE PAGE 2 FOR GRAPHICAL REPRESENTATION OF THIS PLAT OF SURVEY)

**DESCRIPTION OF PARCEL - A**

That part of the West One Half of the Northwest Quarter of Section 5, Township 81 North, Range 19 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Beginning at the the Northwest Corner of said Section 5;  
thence on an assumed bearing South 89 degrees 56 minutes 18 seconds East 228.00 feet along the north line of the said Northwest Quarter;  
thence South 20 degrees 39 minutes 29 seconds East 228.18 feet;  
thence South 33 degrees 03 minutes 11 seconds East 686.38 feet;  
thence South 21 degrees 51 minutes 58 seconds East 457.88 feet;  
thence South 77 degrees 28 minutes 37 seconds West 245.95 feet;  
thence South 58 degrees 08 minutes 34 seconds West 274.71 feet;  
thence South 78 degrees 58 minutes 03 seconds West 394.31 feet to the west line of said Northwest Quarter;  
thence North 00 degrees 34 minutes 42 seconds East 1484.81 feet along said west line to the point of beginning;

Said tract contains 18.11 acres and is subject to a Jasper County Highway Easement over the westerly 2.30 acres thereof.

**AREA BY 1/4 1/4 SECTION**

NW 1/4 NW 1/4 = 12.81 Acres (Hwy. R.O.W. = 1.74 Acres)  
SW 1/4 NW 1/4 = 5.30 Acres (Hwy. R.O.W. = 0.58 Acres)

MEASURED DISTANCE/BEARING - (M)  
RECORDED DISTANCE/BEARING - (R)

**MONUMENTS**

- ▲ - found sec. cor. (pipe, stone, etc.)
- - set - 5/8" x 18" rebar with pink plastic cap P.L.S. 22291
- - no monument found or set
- - found lot cor.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

My license renewal date is 12/31/2023

Pages covered by this seal: 1 - 2

**PRELIMINARY PLAT FOR REVIEW**

Jason S. Lowry Iowa Lic. No. 22291 Date

**LOWRY LAND SERVICES, L.L.C.** 752 DIAMOND TRAIL RD., SEARSBORO, IOWA 50242, 641-521-1160

**RESOLUTION FOR AGREEMENT FOR LIVING ROADWAY TRUST FUND GRANT**

**Jasper County Resolution No. \_\_\_\_\_**

WHEREAS, as part of the Iowa Department of Revenue's Living Roadway Trust Fund Grant for Counties, the Jasper County Secondary Roads department has been awarded a grant of \$24,000 for the purchase of a new Bowie HydroSeeder; and

WHEREAS, the Jasper County Board of Supervisors, after consulting with the Jasper County Engineer, desires to participate in the Living Roadway Trust Fund grant to purchase a new Bowie HydroSeeder for Jasper County Secondary Roads.

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JASPER COUNTY that this County does hereby request to be included in the Living Roadway Trust Fund Grant and authorizes Michael J. Frietsch, P.E., FMP, County Engineer, to execute the agreement.

Resolution adopted this \_\_\_\_\_ day of September, 2022.

Jasper County Board of Supervisors

\_\_\_\_\_  
Board of Supervisors Chairperson

ATTEST:

\_\_\_\_\_  
Jasper County Auditor

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

**RECIPIENT: Jasper County Highway Department**

**PROJECT NAME: HydroSeeder**

**AGREEMENT / PROJECT NO.: 90-50-LR23-217**

**AGREEMENT EXPIRATION DATE: 12/31/2023**

<b>Grant Amount:</b>	<b>\$24,000.00</b>
<b>Total Matching Funds:</b>	<b><u>\$39,830.00</u></b>
<b>Total Project Cost:</b>	<b>\$63,830.00</b>

**Authorizing Official:**

Mr. Michael Frietsch  
County Engineer  
910 N 11th Ave E  
Newton, IA 50208  
641-792-5862  
mfrietsch@jasperia.org

**Project Coordinator/Manager:**

Mr. Randy Freese  
Maintenance Superintendent  
910 N 11th Ave E  
Newton, IA 50208  
641-792-5862  
rfreese@jasperia.org

**Iowa Department of Transportation:**

Ms. Tara Van Waus  
Living Roadway Trust Fund Administrator  
Office of Design  
Highway Division  
800 Lincoln Way  
Ames, Iowa 50010  
Phone - 515-239-1768  
Email: tara.vanwaus@iowadot.us



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

## **RECITALS**

1. The **RECIPIENT** submitted an application to the **DOT** for funding through the Living Roadway Trust Fund (LRTF) under Iowa Code section 314 subsection 21, and the application was approved by DOT staff action on August 08, 2022.
2. Pursuant to the terms of this agreement and applicable statutes, the **DOT** agrees to provide funding in the amount of \$24,000.00 to the **RECIPIENT** for the authorized and approved costs for eligible items associated with the development of HydroSeeder. This project shall be completed no later than 12/31/2023 with final request for reimbursement to be received by the **DOT** within ninety (90) days of the completion date. If the **RECIPIENT** requires additional time to fulfill the terms of this agreement, a request for an extension of time shall be submitted to the LRTF Coordinator prior to the expiration date.
3. The Project Coordinator/Manager shall be responsible for reporting in writing to the Living Roadway Trust Fund Coordinator involvement in any projects that are connected in any way to the project outlined in this agreement and receive additional funding from the LRTF or other Resource Enhancement and Protection (REAP) programs. Failure to do so may result in revocation of LRTF funding approval for this project.
4. This agreement shall be executed and delivered in two (2) or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument

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

## **SECTION 1: AUTHORITY**

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

## SECTION 2: GRANT

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

The Jasper County Highway Department is seeking to replace our 2004 Bowie 1100 HydroSeeder. For nearly 20 years, this piece of equipment has been essential to the maintenance and care of the county right-of-way.

Annually, the Jasper County Highway Department cleans 25 miles of ditch through excavation, bridge replacement, crossroad pipe replacement, or road re-grade projects. After each project is completed, we are committed to using the HydroSeeder to seed the 80 acres of bare soil with native prairie seed we get from the Iowa Living Roadway Trust Fund, as well as seed that is purchased locally, to seed in areas that local farmers mow and spray.

2. Eligible project costs for the project described in section 2, subsection 1 of this agreement, listed above, which are incurred after the effective date of this agreement (see section 5), shall be paid as follows:
3. The portion of the total project costs paid to the **RECIPIENT** shall not exceed \$24,000.00.

<b>RECIPIENT</b> LRTF Funds (Grant):	\$24,000.00
<b>RECIPIENT</b> Local Contribution:	<u>\$39,830.00</u>
LRTF Project Total:	\$63,830.00

4. The local contribution stated above, and in Exhibit A, may include cash or non-cash contributions to the project. The **RECIPIENT** shall certify to the **DOT** the value of any non-cash contribution to the project prior to it being incorporated into the project. For right of way contributions, the **RECIPIENT** shall submit an appraisal and a check appraisal from qualified independent appraisers previously approved in writing by the **DOT**.
5. The **DOT** reserves the right to review the **RECIPIENT**'s certificate of value and has sole authority to determine the value of the **RECIPIENT**'s non-cash contribution for the purposes of this agreement. If, as a result of the **DOT**'s determination, the **RECIPIENT**'s total cash and non-cash contribution is below that stated in the terms of this agreement, the **RECIPIENT** shall increase its cash contribution in order to complete the **RECIPIENT**'s local contribution, or the grant or loan amount associated with this project shall be reduced accordingly.
6. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the **DOT** shall have the right to terminate this contract without penalty by giving not less than ninety (90) days

written notice. The **DOT** shall reimburse all eligible costs incurred up to and including this notice date.

7. Any revenue generated by interest payments on funds received by the **RECIPIENT** or by sales under this agreement shall be credited to the project.

### **SECTION 3: WORK**

1. The **RECIPIENT** shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules.
2. The **RECIPIENT** shall be responsible for obtaining any permits, such as the Right to Occupy and Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and other construction permits required for the project prior to the start of construction.
3. Neither the approval of the project application for funding nor the signing of this agreement shall be construed as approval of any required permit from **DOT**.
4. In addition, the **RECIPIENT** shall certify to the **DOT's** LRTF Coordinator that all known required environmental clearances have been received and that all environmental regulations have been complied with before funds are reimbursed or credited.
5. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) as adopted pursuant to 761 Iowa Administrative Code (IAC) 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
6. The work on this project shall be in accordance with the grant application, survey, plans, specifications, and estimates on file. Any modification of these documents must be approved by the **DOT** in writing prior to the modification being put into effect.
7. For portions of the project let to bid, the **RECIPIENT** shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the **RECIPIENT** shall provide the **DOT** file copies of project letting documents within five (5) working days after the letting. The **RECIPIENT** shall wait for **DOT** concurrence before making the final award.
8. The **RECIPIENT** shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3(80). The **RECIPIENT** shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The **RECIPIENT** shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.

9. The **RECIPIENT** shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement.
10. The **RECIPIENT** shall be responsible for the daily inspection of the project. For projects let to contract, the **RECIPIENT** shall compile a daily log of materials and quantities. For projects constructed with local forces, the **RECIPIENT** shall compile a daily log of materials, equipment and labor on the project. The **DOT** reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.
11. Originals of all documents including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this agreement, are to be the joint property of the political jurisdiction and governmental agencies participating in the project. Copies of said documents will be made available to such participants upon request.
12. The **RECIPIENT** shall require its contractors to permit the **DOT's** authorized representatives to inspect all work, materials, records, and any other data related to the HydroSeeder project approved and authorized through this agreement.
13. The **RECIPIENT** shall maintain all books, records and accounts, documents, papers, reports, other sources of information, as may be determined by the **DOT** to be pertinent to ascertain compliance with this agreement. The **RECIPIENT** shall also make such materials and its facilities available at all reasonable times during the project agreement period and for three years from the date of final reimbursement, for inspection by the **DOT**. Copies of said materials shall be furnished by the **RECIPIENT** if requested.
14. Project progress reports are due on a quarterly basis in digital format and shall be received by the **DOT** within 30 calendar days of the end of the quarter. For the purposes of this agreement, the quarters for each calendar year shall be January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.
15. Upon completion of the project described in this agreement, the project coordinator/manager shall submit the final report in digital format to the **DOT** no later than 45 days after the project completion or grant end date, whichever is sooner. For **RECIPIENTs** that have purchased equipment, the project coordinator/manager shall submit the final report to the **DOT** no later one (1) year after the purchase date of said equipment. A presentation at the soonest statewide IRVM meeting on the performance of the equipment is also required within this same time period. Where any information required of the **RECIPIENT** is in the exclusive possession of another who fails or refuses to furnish this information, the **RECIPIENT** shall so certify to the **DOT** and shall set forth what efforts it has made to obtain the information. Work performed under the provisions of this agreement shall be maintained into perpetuity.

## SECTION 4: PROPERTY AND EQUIPMENT

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

## SECTION 5: REIMBURSEMENT

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

1. The **RECIPIENT** has specified that they will submit periodic reimbursement requests One Time (at Conclusion of Project).

2. All costs submitted for reimbursement or to be counted as matching funds shall not be incurred until after this agreement is fully executed by the **DOT**.
3. Prior approval by the **DOT** is required before there can be any change to the scope of work and budget in the grant application approved by the **DOT**. For any individual work plan item not implemented by the **RECIPIENT** prior to the expiration date of this agreement, there will be no reimbursement by the **DOT**.
4. All reimbursement requests and direct vendor payment requests shall be submitted to the **DOT** using form 841700 Claim for Reimbursement of Living Roadway Trust Fund Project Costs located on the **DOT** website at <https://forms.iowadot.gov/BrowseForms.aspx> and attached as EXHIBIT B. Reimbursement requests and direct vendor payment requests submitted without form 841700 properly completed or without the required documentation of costs incurred shall be returned to the **RECIPIENT** without being processed with a request for correction and resubmittal.
5. For each work plan item of this agreement the **DOT** will, upon receipt of appropriate request and sufficient documentation, reimburse the **RECIPIENT** for the lesser of the amount established in this agreement or the actual expense. Any cost overruns shall be paid solely by the applicant.
6. The **RECIPIENT** may submit to the **DOT** periodic itemized claims for reimbursement for eligible project costs as often as monthly but no less than quarterly unless a one-time reimbursement or direct vendor payment option is indicated on the grant application. Periodic reimbursement requests shall be received by the **DOT** no later than 45 days after the end of the month or end of the quarter, whichever has been indicated in this agreement by the **RECIPIENT** in section 5 subsection 1. Reimbursement claims shall include an original signature certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
7. All requests for reimbursement must be itemized by work plan item, hours, pay classification, direct expenses and indirect expenses as applicable so as to allow the **DOT** to verify that the costs submitted conform to the items as outlined in this agreement.
8. Quarterly reimbursement requests shall include the status of all work plan items present in the approved application and agreement. Payment will be withheld until the status report is received in digital format.
9. All **RECIPIENTS** requesting reimbursement of indirect costs shall submit a current approved cost allocation plan or federally approved indirect cost rate documentation approved by the **DOT**.
10. All requests for reimbursement of equipment acquired as provided for in section 4 of this agreement must be accompanied by a copy of an invoice from the vendor. All original

invoices must be received and reviewed by the **RECIPIENT** and verification of correct quantities and costs for items received must be indicated. The **RECIPIENT** shall sign, print their name and date the invoice to certify that receipt of the indicated invoice items has taken place.

11. The **DOT** shall reimburse the **RECIPIENT** for properly documented and certified claims for eligible construction project activity costs, less a retainage, if applicable to the project, of not more than ten percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the **DOT** determines the **RECIPIENT** is overpaid, the **RECIPIENT** shall reimburse the overpaid amount to the **DOT**.
12. Upon completion of the project described in this agreement, the project coordinator/manager of the grant project shall certify in writing by letter to the **DOT** that the project activities were completed in substantial compliance with the requirements set forth in this agreement. Final reimbursement shall be made only after the **DOT** accepts the project as complete. In order to be considered complete, the provisions set forth in section 3 subsection 15 of this agreement must be met.
13. Final reimbursement requests by the **RECIPIENT** to the **DOT** shall be received no later than ninety (90) days after the completion of the project or the expiration date of this agreement, whichever is sooner. Failure to submit requests by this time, without prior approval, shall result in loss of remaining grant funding.
14. The **DOT** reserves the right to delay reimbursement of funds to the **RECIPIENT** if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the **DOT** shall so notify the **RECIPIENT** in writing and shall give the **RECIPIENT** an estimate of when reimbursement might be expected. The **DOT** shall establish a system to equitably make reimbursements to all **RECIPIENT**s so affected.

## **SECTION 6: SUBMITTALS**

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

3. Either party to this agreement may initiate a request for publication of the final or interim reports, or any portions thereof.

## SECTION 7: DEFAULT

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

## SECTION 8: GENERAL

1. All notices required under this agreement shall be made in writing to the **DOT**'s and the **RECIPIENT**'s contact person. The **DOT**'s contact person shall be Tara Van Waus, Living Roadway Trust Fund Coordinator, Iowa Department of Transportation, Office of Design, 800 Lincoln Way, Ames, Iowa, 50010, phone: 515-239-1768, email: tara.vanwaus@iowadot.us. The **RECIPIENT**'s contact person shall be Mr. Randy Freese Maintenance Superintendent, Jasper County Highway Department 910 N 11th Ave E Newton, IA 50208 641-792-5862 rfreese@jasperia.org.
2. The **RECIPIENT** agrees to defend, indemnify and hold **DOT** harmless from any and all liability arising out of or relating in any manner to the above-referenced project, including any and all suits, actions, or claims of any character arising out of or relating in any manner to the above-referenced project, including as well, but not limited to, matters relating to research, purchase of equipment, representation of the LRTF program at public events and the design, construction, maintenance, placement of traffic control devices, or inspection of the work associated with this project. This agreement to



indemnify, defend and hold harmless applies to all aspects of the **DOT's** application review and approval process, work plan review and guidance, plan and construction reviews, and funding participation. It includes but is not limited to claims for acts and omissions for which the **DOT** alone was or would be responsible.

3. The **RECIPIENT** shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code chapter 216, the Iowa Civil Rights Act of 1965. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the **RECIPIENT** receives state funds from the **DOT**.
4. All accounting practices applied, and all records maintained will be in accordance with generally accepted accounting principles and procedures.
5. If any part of this agreement is found to be void and unenforceable then the remaining provisions of the agreement shall remain in effect.
6. This agreement is not assignable without the prior written consent of the **DOT**.
7. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
8. This agreement as set forth in sections 1 through 9 herein, including referenced EXHIBITs, constitutes the entire agreement between the **DOT** and the **RECIPIENT** concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the **DOT** and **RECIPIENT**.

# SECTION 9: SIGNATORIES

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 90-50-LR23-217 as of the date shown opposite their signature below.

**RECIPIENT:** Jasper County Highway Department

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

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

## CERTIFICATION

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

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

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

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

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

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

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

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tara Van Waus, Living Roadway Trust Fund Coordinator  
Office of Design

\_\_\_\_\_  
Board of Supervisors Chairperson  
Brandon Talsma

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

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

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

EXHIBIT A  
Recipient Grant Application

# LIVING ROADWAY TRUST FUND GRANT APPLICATION

Deadline: June 1st, 2022 4:00 p.m.

*Read Application Instructions and FY 2023 Funding Guidelines before completing application.*

Project Name:

## APPLICANT INFORMATION

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

Applicant Authorizing Official: Position/Title:

Title:  First Name:  Last Name:

Address 1:

Address 2:

Address 3:

City:  State:  ZIP Code:

E-mail:  Phone:  Fax:

Project Coordinator/Manager: Position/Title:

Title:  First Name:  Last Name:

Address 1:

Address 2:

Address 3:

City:  State:  ZIP Code:

E-mail:  Phone:  Fax:

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

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

Jurisdiction representative who has been notified of the project proposal:

Name:  Title:

E-mail:  Phone:

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

If no, please explain:

**PROJECT INFORMATION**

Project Funding Category:

Grant Applicant Type:

Project Type:

If Other Related Project type was selected please explain:

Estimated Start Date (MM/DD/YYYY):

Estimated Completion Date (MM/DD/YYYY):

**Concise Project Summary:**

The Jasper County Highway Department is seeking to replace our 2004 Bowie 1100 HydroSeeder. For nearly 20 years, this piece of equipment has been essential to the maintenance and care of the county right-of-way.

Annually, the Jasper County Highway Department cleans 25 miles of ditch through excavation, bridge replacement, crossroad pipe replacement, or road re-grade projects. After each project is completed, we are committed to using the HydroSeeder to seed the 80 acres of bare soil with native prairie seed we get from the Iowa Living Roadway Trust Fund, as well as seed that is purchased locally, to seed in areas that local farmers mow and spray.

**Detailed Project Description:**

The Jasper County Highway Department oversees the maintenance and care of approximately 10,000 acres of right-of-way. For nearly 20 years, we have been using our 2004 Bowie 1100 HydroSeeder to help us re-seed these right-of-way after any project that involves the removal or major disturbance of native vegetation. Through the years, we have been able to perform routine maintenance and some major overhauls to keep our current machine in working order, however with its age and frequent usage, we are finding that it is nearing the end of its useful life.

We have received quotes from two (2) suppliers for a new HydroSeeder with mechanical agitation. A quote for a new Bowie 1100 model came in at \$63,830 and a quote for a new Finn Model T120 came in at \$87,795. The machines are very comparable in operations and serviceability.

Given that we have had great success over the last 20 years, as well as the price difference, we plan to purchase another Bowie 1100. We have been able to use our current machine to its full capacity and have made great progress in ensuring that our county right-of-ways are seeded and growing native vegetation. With a new machine, we are confident that we can continue to do so for the next 20 years.

\*Note: No ILRTF funds were used to purchase our current Bowie 1100 HydroSeeder.

**PROJECT COST SUMMARY**

Line #	Detailed Work Plan (Please include all workplan items to detail total project cost, including all match amounts)	Amount
<input type="checkbox"/>	Bowie 1100 HydroSeeder with Mechanical Agitation	\$63,830.00
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
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<input type="checkbox"/>		

**Total Project Cost:** \$63,830.00

**MATCH SUMMARY**

Line #	Cash Match Detail (Please include all cash match items found in the previous section)	Amount
<input type="checkbox"/>	Local Funds	\$39,830.00
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<b>Total Cash Match Amount:</b>		\$39,830.00

Line #	In-Kind Match Detail (Please include all in-kind match items found in the previous section)	Amount
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<b>Total In-Kind Match Amount:</b>		0
<b>Total Grant Match Amount:</b>		39830

**GRANT REQUEST SUMMARY**

**Total Project Cost:** \$63,830.00  
**Total Matching Funds:** \$39,830.00  
**Grant Match Percentage:** 62%  
**Grant Amount Requested:** \$24,000.00  
(Enter the amount of the grant for which you are applying)

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



### Minority Impact Statement

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

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

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

Describe the positive impact expected from this project:

Indicate which groups are impacted:

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

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

Describe the negative impact expected from this project:

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

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

Indicate which groups are impacted:

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

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

Present the rationale for determining no impact:

The use of a HydroSeeder for roadside management is beneficial to all residents and visitors to Jasper County, including minority groups.

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

Name: Nicole Williams

Title: Office and Finance Manager

### Definitions

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

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

b. As used in this subsection:

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

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

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

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

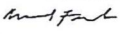
**APPLICATION CERTIFICATION:**

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

Grant Applicant (Agency, Organization, County...): Jasper County Highway Department

Applicant Authorizing Official: Position/Title: County Engineer

Title: Mr. First Name: Michael Last Name: Frietsch

eSigned via SeamlessDocs.com  
  
Key: 6d8dd47d979eabc7ec164236cdd5a02c

05/31/2022

**Submission Checklist:**

- Iowa DOT Form 841702 (pages 1-5 and 8 of this document)
- Minority Impact Statement Form 105101 (pages 6 & 7 of this document)
- Supplemental Supporting Information  
(Please attach using paperclip symbol on the upper left side of this document; if you have more than one document please merge all documents into one pdf prior to attaching to grant application.)

**DRAFT**  
**Jasper County Conservation**  
**Environmental Education Center Maintenance Plan**  
**September 14, 2022**

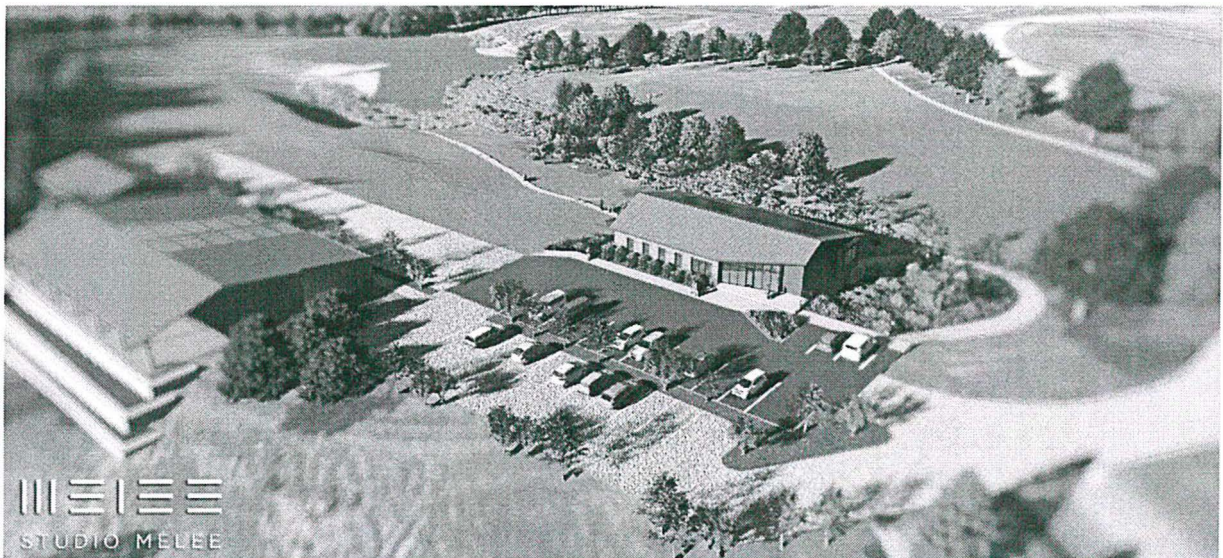
**Project Description**

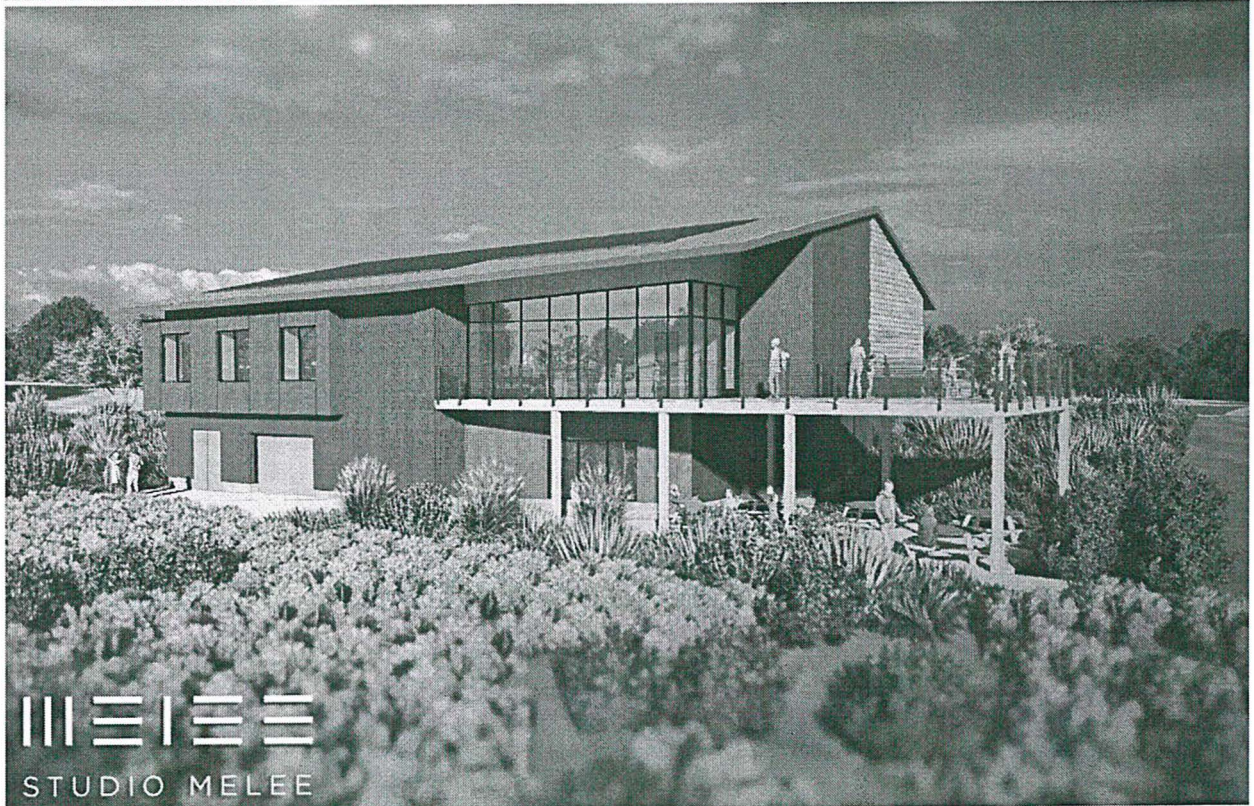
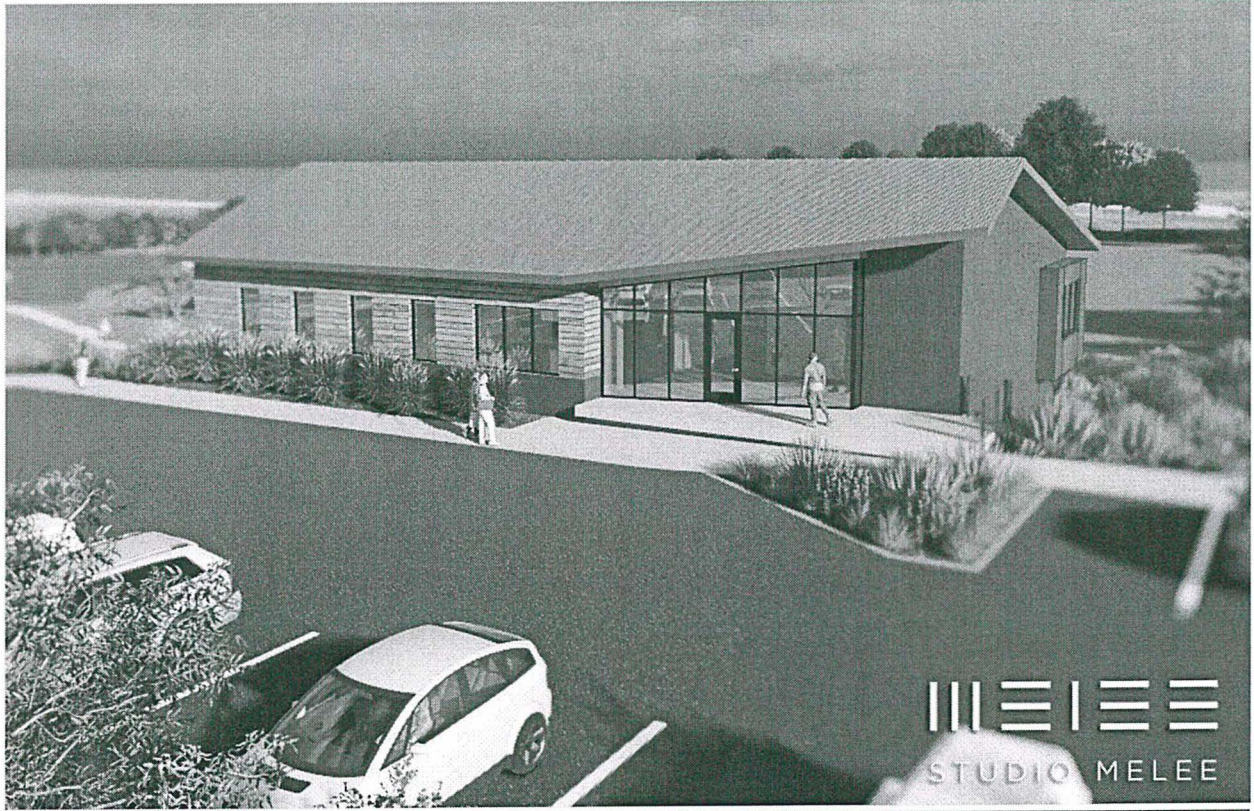
Jasper County Conservation is working to construct a state-of-the-art Environmental Education Center on approximately 40 acres of land located just southeast of Newton, Iowa adjacent to I-80. The price of the building is \$2.2 million. To date, Jasper County has raised \$1,320,000 in private donations for the project. The Environmental Education Center will be a facility that will provide an extraordinary location for agricultural research, outdoor education, and family enjoyment. The building is approximately 7,200 ft<sup>2</sup> and features flexible spaces including a display area, laboratory, classrooms, storage, kitchen, outdoor viewing platform, and offices. The facility will also serve as a community venue, capable of holding events for 400 people utilizing the main and lower levels and outdoor spaces. The facility has been designed with green energy in mind, and with the installation of a 34 kW photovoltaic array that could generate enough energy to operate “off the grid”. Building mechanical plumbing and lighting systems will be extremely efficient and construction materials will be durable, low maintenance, and environmentally friendly. Local products will be utilized to the greatest extent possible. The facility itself will serve as an educational tool by demonstrating environmentally sustainable construction and operational practices that will reduce our carbon footprint and teach about the impact of green energy on climate change. Though not part of this application, the 40 Acre Site Plan for the area includes the construction of 2 ponds, a sculpture walk, community gardens, natural playscape, wetland exploration and education area, amphitheater for outdoor education programming, shelterhouse, soft trail system, group camp area for scouts and other youth groups, and a prairie restoration. Many of these site developments have already been completed with grant funds and donations (these funds are in addition to the \$1,320,000 in donations mentioned previously), including the 2 ponds, soft trail system, shelterhouse, and pollinator prairie restoration.

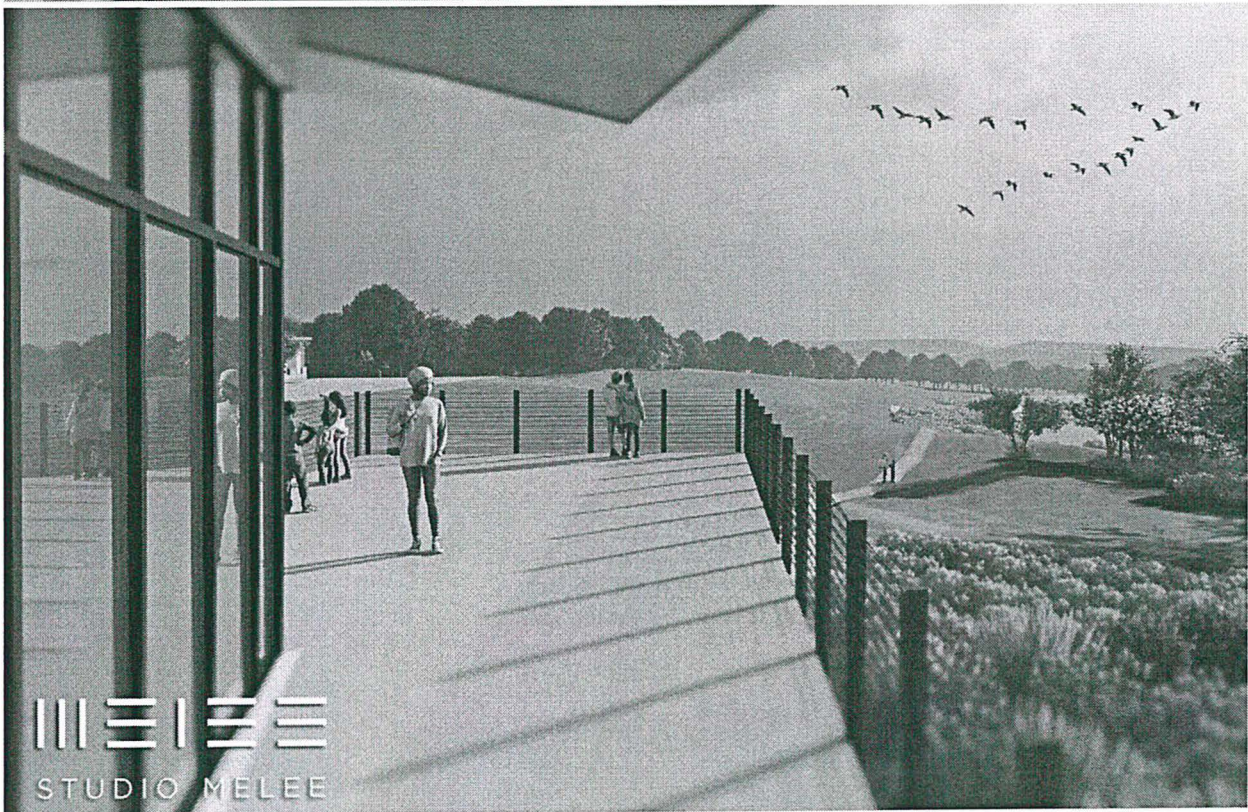
The Jasper County Conservation Environmental Education Program reaches over 20,000 people each year through public programs, school programs and field trips, and family events. Conservation staff also provide programming for civic groups and the general public with a goal to awaken curiosity about the natural world and involve people of all ages in the outdoors. Our naturalists strive to enhance quality of life by creating an improved conservation ethic through outdoor learning and emphasizing best management practices while providing discussion focusing on ecological diversity. This project would allow additional valuable opportunities for staff and our partners to provide educational programs to the public and visitors to Jasper County.

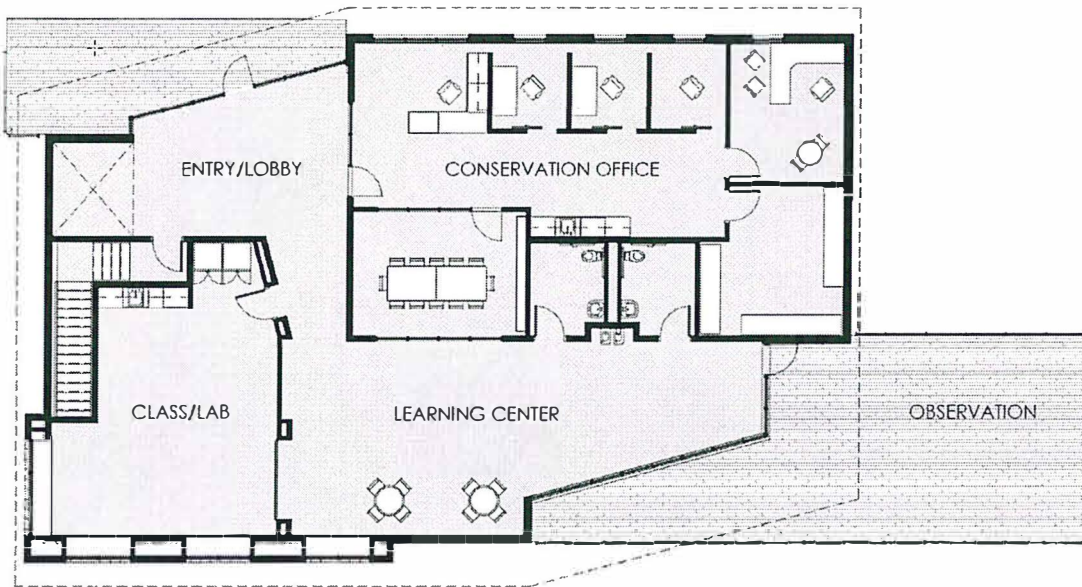
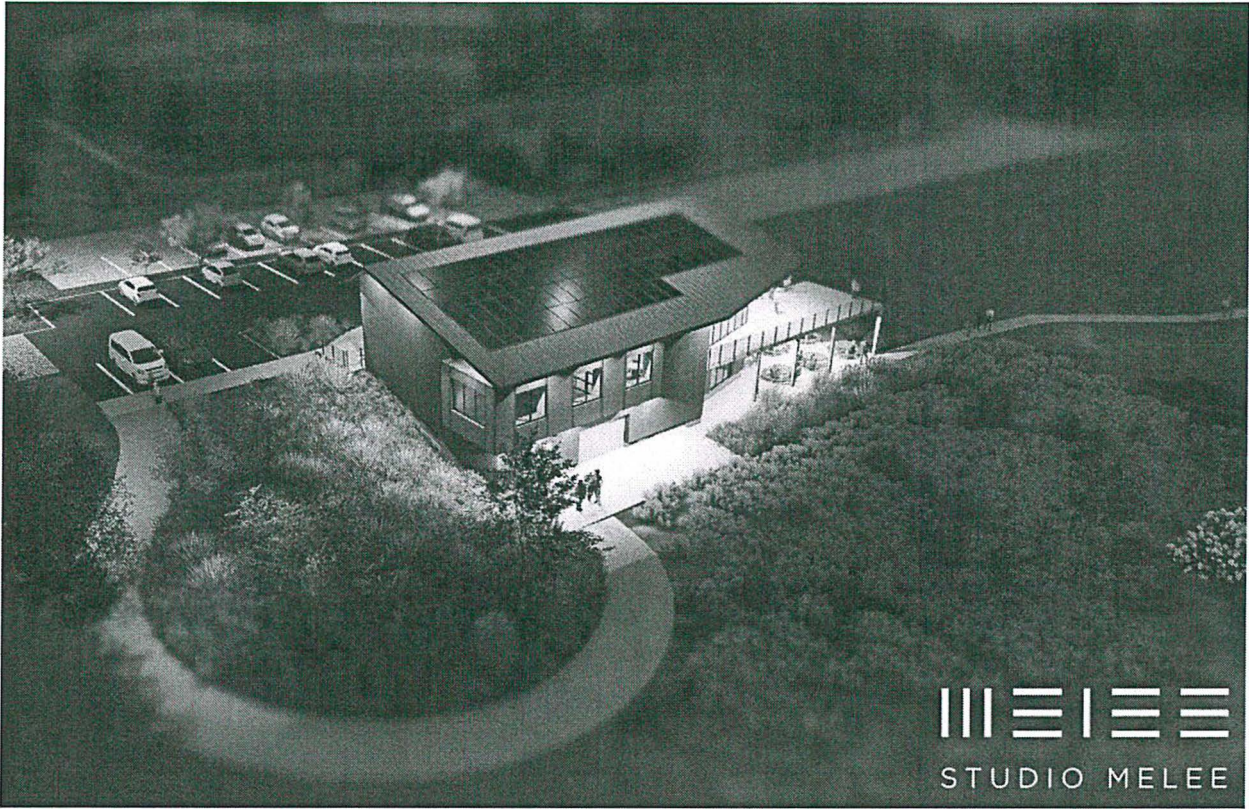
Much discussion has been held about why this Education Center is needed and how it will benefit the taxpayers and public. Four significant points govern the conversation:

1. Provide Conservation Education- Staff and volunteers reach more than 15,000 people annually, providing outdoor learning experiences to students of all ages.
2. Attract Economic Development and Tourism—The Center will be a significant tourism attraction and welcome center for Jasper County, as well as a hub for promoting the use of all Jasper County Conservation areas. It's location adjacent to I-80 will bring visitors in from all across the country. Visitation numbers from other central Iowa county environmental education centers range from 5,000- 20,000 visitors per year, with people coming from all 50 states and several other countries. A location directly on I-80 would easily attract similar numbers of visitors who will stop, recreate, dine, and need overnight accommodations, creating a boost to the local economy.
3. Promote Sustainable Living- Jasper County has historically defined itself through the production of renewable resources from wind energy (TPI Composites, Trinity Towers) to biodiesel (Renewable Energy Group) businesses. This education center demonstrates conservation and sustainable design through the use of photovoltaic cells, passive solar energy, geothermal, and a living roof.
4. Fulfill a Conservation Dream— This project has been discussed for more than 30 years by past and present conservation community leaders. Now is the time to move forward with this innovative project that will benefit youth and adults in Jasper County, in the State of Iowa, and the entire Midwest!



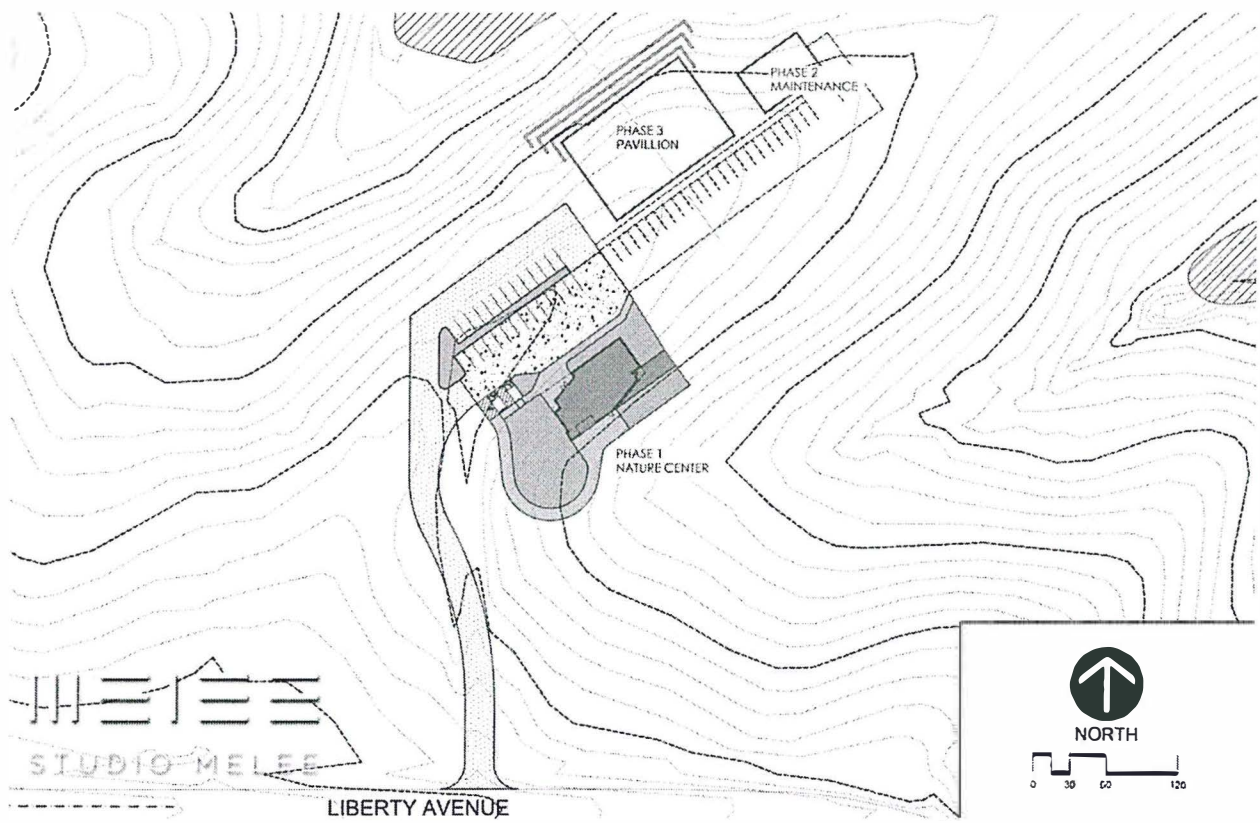
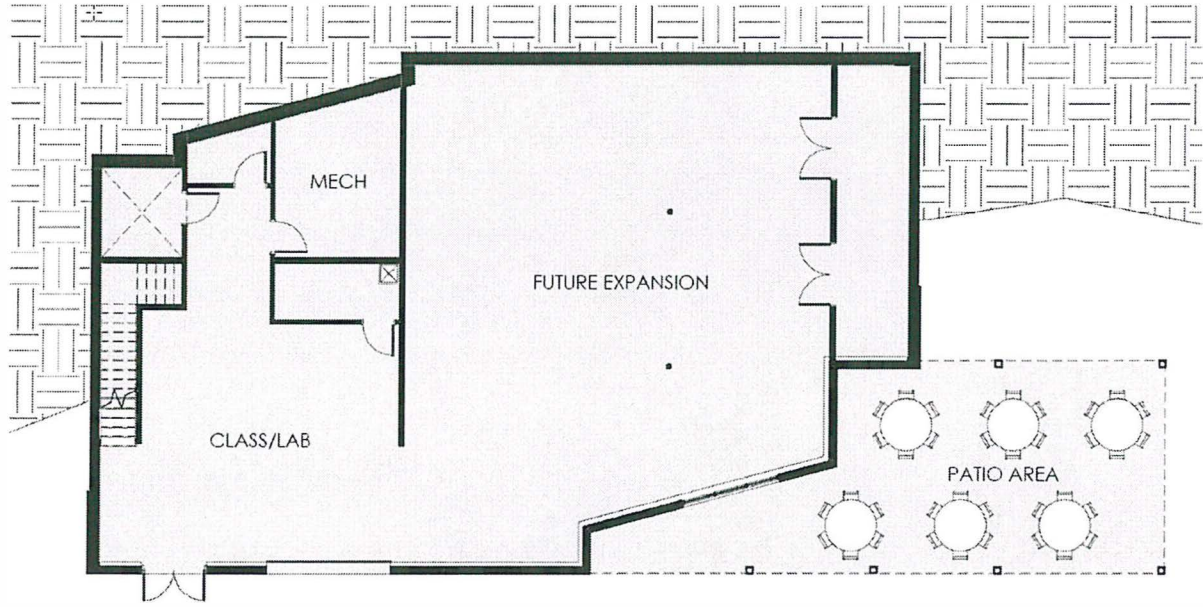






STUDIO MELEE





## **Conservation Management**

Keri Van Zante, Director, 1030 W 2<sup>nd</sup> St S, Newton, Iowa 50208, [kvanzante@jasperia.org](mailto:kvanzante@jasperia.org)  
Robyn Friedman- Chair, 1500 S 12<sup>th</sup> Ave W, Newton, Iowa 50208, [robynpt@iowatelecom.net](mailto:robynpt@iowatelecom.net)  
Doug Smith, Vice Chair, 514 E 4<sup>th</sup> St S, Newton, Iowa 50208, [6smithkids@gmail.com](mailto:6smithkids@gmail.com)  
Chris Herbold- Secretary, 8097 N 59<sup>th</sup> Ave W, Mingo, Iowa 50168, [cherbold74@gmail.com](mailto:cherbold74@gmail.com)  
Andrew Stone-Secretary, 4796 Iowa St, Newton, Iowa 50208, [pandastone46@gmail.com](mailto:pandastone46@gmail.com)  
Carol Kramer- Member, 1304 S 4<sup>th</sup> Ave W, Newton, Iowa 50208, [kramer1304@gmail.com](mailto:kramer1304@gmail.com)

## **Funding Sources**

Several funding sources already exist, and others will be added after the Environmental Education Center is constructed:

1. An account (building endowment) has already been established in the name of the nature center, with funds raised at auctions and from donations. It currently has a \$93,000 balance. Assuming staff and volunteers will continue to raise \$20,000 per year at fundraisers, in 20 years, that account balance will be \$400,000.
2. In addition, another account with income from the crop ground rental of the Lillian Johnston Wildlife Area. This money could also be utilized as a maintenance account or building endowment. Currently, the account has a balance of \$222,000. Assuming rental stays as is, \$11,534.60/year is deposited in this account. After 20 years, when maintenance could be required, the account should total \$452,692.
3. Rental of the facility (as well as the 3-season venue when it is constructed in the future) will be impactful. Assuming rental is at least \$300/day and it is rented 50 times per year, \$15,000 per year could be added to a maintenance fund. After 20 years, an account balance could total \$300,000.
4. Site development of the land around the Environmental Education center calls for a group camping area to be used by scouts, church groups, 4H clubs, etc. Assuming that area is rented each weekend May-September (22 weekends at \$50 each), and additional \$1,100 will be added to the account.
5. This project is being designed to operate off the grid with the solar power that will be produced, so minimal utilities will be required.

## **Operation and Maintenance**

Jasper County Conservation staff will be responsible for the day-to-day operation and maintenance of the Environmental Education Center following construction. A Land Acquisition and Development Trust Fund is already in place and receives cash from donations, fundraisers, and land rent. This Trust Fund will sustain the education center well into the future. In addition, the Education Center will be available for rent for events such as weddings, meetings, and banquets. This funding will also be placed in the Land Acquisition and Development Trust Fund to sustain the facility.

Jasper County Conservation is also very fortunate to have a large volunteer base. The opening of the Environmental Education Center will only add more support to that base, so we anticipate volunteers will be heavily involved with this project. Current volunteers mow, clean, do flatwork, conduct environmental education (in the classroom and out in the field in our parks), help with fundraisers and assist with the mailing of the quarterly newsletter, The Jasper County

Jewel. We would assume this trend will continue, so we will be able to utilize volunteers in this same manor at the Environmental Education Center.

The Jasper County Conservation Board will continue to secure sponsors and donors for the Environmental Education Center. Naming rights are being offered for several components of the education center (the building the land, classrooms, shelter, etc). In addition, business sponsors are being sought out for the solar array, electrical work, earth work, and landscaping. These sponsors could certainly provide funding as well as ongoing required maintenance for these parts of the project.

Most of the Environment Education Center will be under warranty for several years following construction completion. The below list shows day to day operation duties, projections of the minimum lifespan of the main components of the building, current cost for replacement, and the funding source for the project if required.

<b>Maintenance Item</b>	<b>Projected Cost</b>	<b>Funding Source</b>
Mowing	Currently conduct this job	JCCB Staff/volunteers
Snow Removal	Currently conduct this job	JCCB Staff/volunteers
Custodial		JCCB Staff/volunteers
Gravel (driveway)	\$2,000/year	JCCB Staff
Paint (20-year life)	\$25,000	Endowment Fund
Concrete Sidewalk (20-year life)	\$5,000	JCCB Staff
Garage Doors (20-year life)	\$18,000	Endowment Fund
Deck/Railing (20-year life)	\$45,000	Endowment Fund
Metal Roof (30-year life)	\$97,000	Endowment Fund
HVAC (20/30-year life)	\$150,000	Endowment Fund
Solar Array (30-year life)	\$70,000	Endowment Fund

Tuesday, September 13, 2022, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Carpenter, Talsma, and Cupples present and accounted for; Chairman Talsma presiding.

Evan Del Val of ISG regarding the Heartland Greenway System Project presented a Letter of Intent for County Representation & Inspection Services.

Motion by Cupples, seconded by Carpenter to accept the Letter of Intent for County Representation & Inspection Services from ISG regarding the Heartland Greenway System Project.

YEA: TALSMA, CARPENTER, CUPPLES

Human Resources, Dennis Simon presented Hiring Resolution 22-74.

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	Jailer Full-Time	Landon Criswell	\$19.56	Hire-in Union Scale	09/22/2022
Sheriff's Office	Jailer Full-Time	Julia Kriegel	\$19.56	Hire-in Union Scale	09/23/2022

Motion by Carpenter, seconded by Cupples to approve Hiring Resolution 22-74.

YEA: CUPPLES, CARPENTER, TALSMA

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

Human Resources, Dennis Simon presented Hiring Resolution 22-75.

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	Part-Time Transport Officer	David Bouck	\$17.30	Range 29 Step 5 Non-Bargaining Hourly Scale	09/14/2022

Motion by Cupples, seconded by Carpenter to approve Hiring Resolution 22-75.

YEA: CARPENTER, TALSMA, CUPPLES

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

Motion by Cupples, seconded by Carpenter to approve the FY2023 Governor's Traffic Safety Bureau Iowa Department of Public Safety (GTSB) Agreement.

YEA: TALSMA, CUPPLES, CARPENTER

Engineer Michael Frietsch presented the Purchase of Temporary Easement for Public Highway on Parcel 11.11.100.001.

Motion by Carpenter, seconded by Cupples to approve the Temporary Easement for Public Highway on Parcel 11.11.100.001.

YEA: CUPPLES, TALSMA, CARPENTER

Engineer Frietsch presented the 2022-2023 Winter Snow Ordinance.

Motion by Cupples, seconded by Carpenter to set Public Hearings for the 2022-2023 Winter Snow Ordinance for September 27th, October 4th & October 11th.

YEA: TALSMA, CARPENTER, CUPPLES

Engineer Frietsch presented the final revised quotes for the Chassis Cab. Western Star's revised quote was \$407,127.00.

Motion by Cupples, seconded by Carpenter to accept the revised bid from Western Star for the Chassis Cab, in the amount of \$407,127.00

YEA: CARPENTER, CUPPLES, TALSMA

Engineer Frietsch presented the Living Roadway Trust Fund Grant for Counties Agreement. The County was awarded \$24,000.00 in grant funds for a HydroSeeder.

Motion by Carpenter, seconded by Cupples to approve the Living Roadway Trust Fund Grant for Counties Agreement, in the amount of \$24,000.00.

YEA: TALSMA, CUPPLES, CARPENTER

Engineer Frietsch also presented quotes to purchase a new HydroSeeder:

Bowie model 1100	\$63,830.00
Finn model T120	\$87,795.00

Motion by Cupples, seconded by Carpenter to purchase the Bowie model 1100, in the amount of \$63,830.00. This purchase will utilize the Living Roadways Grant for Counties in the amount of \$24,000.00, making the total required from Secondary Roads \$39,830.00.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Cupples, seconded by Carpenter to allow up to \$450,000.00 of ARPA funds for Chautauqua Bike Trail repairs between Colfax & Mingo, with the request that Engineer Frietsch be consulted in the planning & engineering.

YEA: CARPENTER, CUPPLES, TALSMA

Motion By Cupples, seconded by Carpenter to allow up to \$400,000.00 of ARPA funds for the Mariposa Park upgrades.

YEA: TALSMA, CUPPLES, CARPENTER

Discussion was had regarding the \$400,000.00 ARPA fund request for the Nature Center. No further action was taken at this time.

Treasurer Doug Bishop presented Reassignment of Certificates 15-0303 & 15-0304 to the City of Colfax.

Motion by Cupples, seconded by Carpenter to approve the Reassignment of Certificates 15-0303 & 15-0304 to the City of Colfax.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Cupples, seconded by Carpenter to approve the Abatement of Outstanding Taxes on parcels CFCF 11.01.336.007 & CFCF 11.01.336.008.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Cupples, seconded by Carpenter to approve the CICS/Jasper County Business Associate Agreement.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Carpenter, seconded by Cupples to approve the Board of Supervisors Minutes for September 6, 2022.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Cupples, seconded by Carpenter to adjourn the Tuesday, September 13, 2022, meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, TALSMA, CUPPLES

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Teresa Arrowood, Deputy Auditor

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Brandon Talsma, Chairman