

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

October 4, 2022

9:30 a.m.

www.jasperia.org

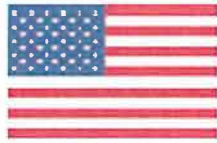
Live Stream: <https://jasper.zoom.us/j/97712718501>

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

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

Pledge of Allegiance



- Item 1** **Human Resources – Dennis Simon**
 - a) Hiring Resolution for Sheriff's Office Deputy Sheriff - Kyle Letendre

- Item 2** **Building & Grounds – Adam Sparks**
 - a) Administration Building Sign for East Entrance

- Item 3** **Community Development – Kevin Luetters**
 - a) Set Public Hearing Dates for Rezone Request from
(Recommended Dates & Time, October 18, October 25, and November 1, 2022, at 9:30 am)

- Item 4** **Engineer – Michael Frietsch**
 - a) Typical Section for Fillet Extension for Non-Paved side Roads

- Item 5** **Approval of Board of Supervisors Minutes for September 27, 2022**

PUBLIC INPUT & COMMENTS

After Meeting – Board of Supervisors Work Session with Secondary Roads.



Sign Pro
 113 W 3rd St S
 Newton, IA 50208

QUOTATION

Quote Number: 092522JCMAINT
 Quote Date: Sep 26, 2022
 Page: 1

Voice: 641.792.0196
 Fax: 641.792.0196

Quoted To:
JASPER COUNTYMAINTEN PO BOX944 NEWTON, IA 50208

CustomerID	Good Thru	Payment Terms	Sales Rep
JASPER COUNTYMAINTEN	10/26/22	Net 10 Days	

Quantity	Item	Description	Unit Price	Amount
1.00		LIGHTED SIGN 4' X 6' LED LIGHTING , BLACK VINYL BACKGROUND WHITE COPY, CABINET PANITED BLACK	3,600.00	3,600.00
1.00		INSTALL OF LIGHTED SIGN ON EAST SIDE OF BUILDING ABOVE DOOR	325.00	325.00
			Subtotal	3,925.00
			Sales Tax	
			TOTAL	3,925.00



Performance Sign Company
 2638 Hwy F48 West
 Newton, IA 50208
 Ph: (641) 792-2321
 FAX: (641) 792-6999
 Email: info@performancesigncompany.com
 Web: www.PerformanceSignCompany.com

Estimate #: 8232

Created Date:	9/28/2022 9:47:17AM	Prepared For:	Jasper County Main
Salesperson:	Scott Anderson	Contact:	Adam Sparks, Project Coordinator
Email:	scott@performancesigncompany.com	Office Phone:	(641) 792-2196
Business 2:	(641) 792-2321	Cell Phone:	(641) 521-8844
Business Fax 2:	(641) 792-6999	Email:	jcmain@co.jasper.ia.us
Entered by:	Scott Anderson	Address:	P.O Box 944 Newton, IA 50208

Description: 4' X 6' LED ILLUMINATED WALL CABINET

		Quantity	Unit Price	Subtotal
1	Product: Sign Cabinet Description: MANUFACTURE 1) 48" X 72" LED ILLUMINATED WALL CABINET, 4" DEEP WITH .090" ALUMINUM ROUTER FACE BACKED IN 7328 WHITE ACRYLIC, SIGN PAINTED SATIN BLACK.	1	\$2,884.21	\$2,884.21
		Quantity	Unit Price	Subtotal
2	Product: Sign Installation Description: SIGN INSTALLATION	1	\$1,480.00	\$1,480.00

Subtotal: \$4,364.21
Taxes: \$201.89
Total: \$4,566.10

Payment Terms: Net30: Balance due in 30 days.

Client Reply Request

Estimate Accepted "As Is". Please proceed with Order. Other: _____
 Changes required, please contact me. SIGN: _____ Date: / /

Print Date: 9/28/2022 10:11:31AM

FROM CONCEPT TO COMPLETION WE PERFORM !!

July 2014

**IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project**

County	<u>Jasper</u>
Project No.	<u>NHSX-014-4(069)--3H-50</u>
Iowa DOT	
Agreement No.	<u>2023-C-033</u>
Staff Action No.	<u></u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Jasper County, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Iowa 14 within Jasper County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Hot Mix Asphalt (HMA) resurfacing with milling on Iowa 14 from north of city limits of Monroe to 0.4 miles south of Interstate 80.

- b. Paving of granular secondary road approaches beyond 10 feet from the edge of the primary road pavement shall be 100% LPA cost based on the estimated quantities as shown on Exhibit B.

2. Project Costs

- a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$212,000, as shown in Exhibit B. LPA reimbursement will be made in three (3) equal yearly installments of approximately \$70,666.67 each. The first installment will be due upon completion of construction and proper billing by the DOT. The final two installments will be billed to the LPA one and two years subsequent to the date of the first billing respectively. The actual amount of reimbursement will be determined by the quantities in place and the accepted bid at the contract letting.
- b. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

- a. The DOT will temporarily close the highway project area by formal action in accord with Iowa Code section 306.41. Iowa 14 through-traffic will be detoured off of the project. The LPA will authorize the DOT to erect and maintain signs within its jurisdiction, consistent with Part 6 of the "Manual on Uniform Traffic Control Devices", as necessary to direct traffic to and along said detour route during

July 2014

the construction period. The DOT will also remove said signs when the detour is discontinued. Details will be shown on the traffic control sheet(s) within the project plans. A separate detour agreement will be negotiated and the LPA will be eligible for compensation for the detour in accordance with the DOT Detour Policy.

- b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.
- c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

4. Right of Way and Permits

- a. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2) will remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.
- b. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA agrees to relocate all city-owned utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

5. Construction & Maintenance

- a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

July 2014

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will 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. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, 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 State funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2023-C-033 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF JASPER COUNTY:

By: _____ Date _____, 20__.
Chairperson

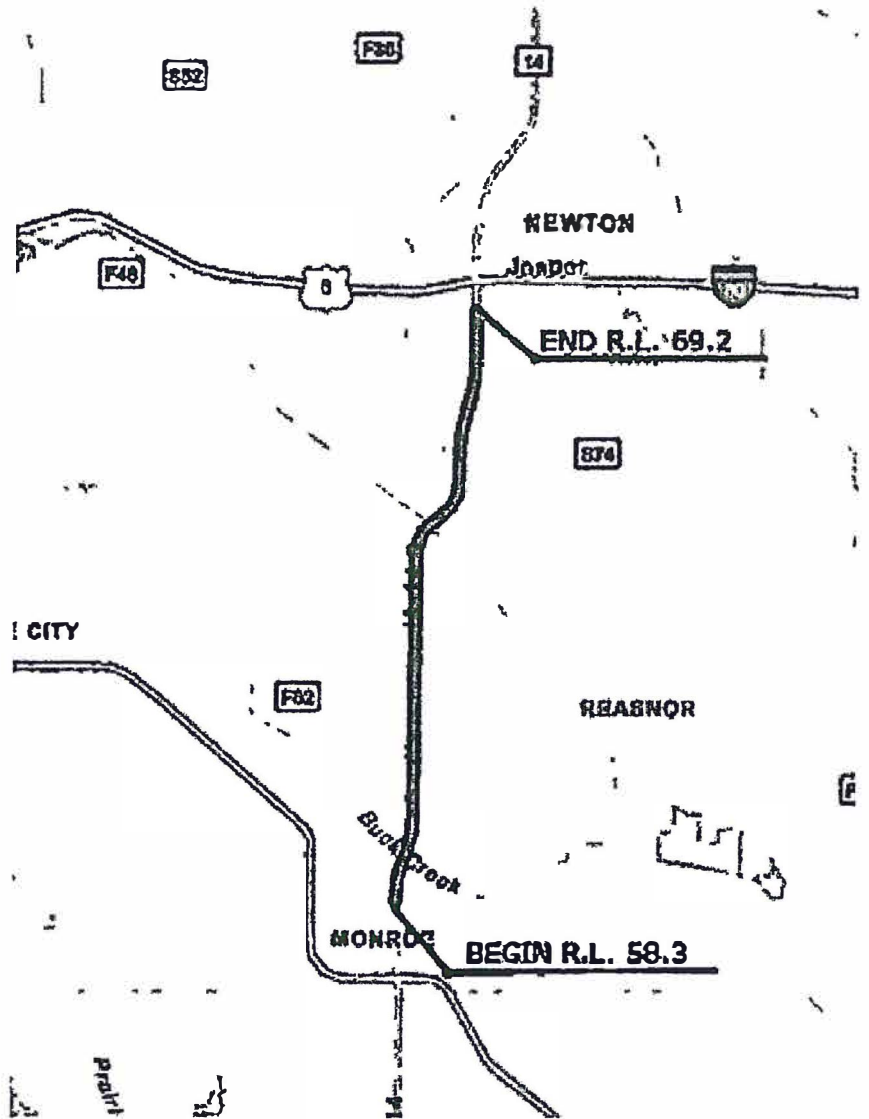
ATTEST:

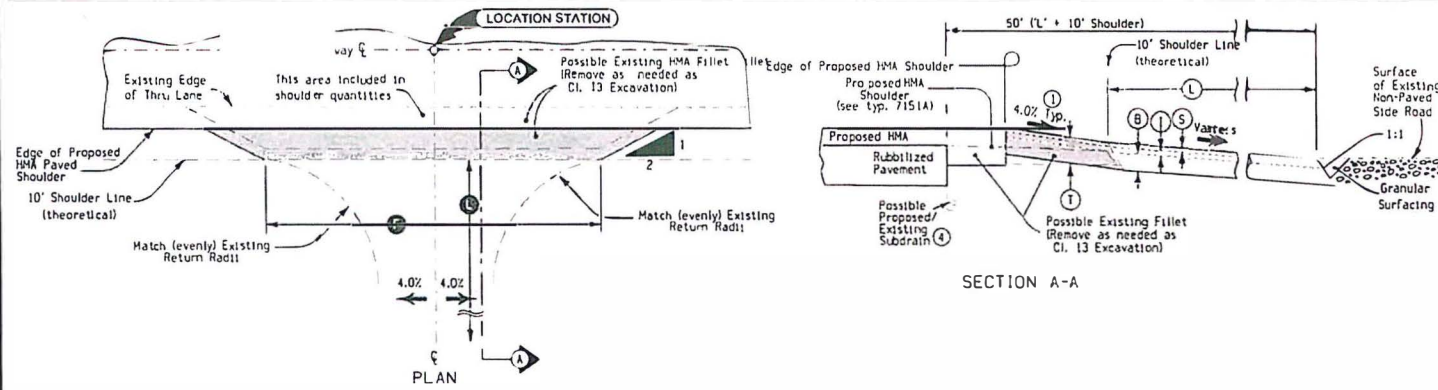
By: _____
County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20__.
Tony Gustafson, P.E.
District Engineer
District 1

PROJECT LOCATION: NCL of Monroe to 0.4 mi S of I-80





- Special shaping of existing surface prior to placement of fillet or fillet extension may be required by the Engineer and is incidental to other work on the project.
- ① Match existing slope.
 - ② Bid Item NOTE: for billing purposes calculations show State/County State Area (per agreement) is the first 10' from edge of highway with remaining HMA fillet being county responsibility.
 - ③ Estimated Class 13 quantity assumes 8" ave. depth.
 - ④ Existing subdrains and their outlets shall remain functional at all times do not change. See tab. 101-9 for proposed locations.

Proposed HMA Area (100% County Paid)
 Proposed HMA Area (100% State Paid)
 HMA estimated @ 147 #/cu.ft.
 Binder estimated @ 2 of HMA tons

DIVISION 2 - 100% REIMBURSEMENT-Jasper Co.

TYPICAL SECTION FOR
FILLET EXTENSION FOR
NON-PAVED SIDE ROADS
(ADJACENT TO HMA RESURFACING)

Rd. ID	Station	Side Road	Side	④						HMA Fillet Extension (County)	HMA Fillet Extension (State)	Base Course HMA	Intermediate Course HMA	Surface Course HMA	Binder	Class 13 Excavation	Remarks
				Feet	Inches	Inches	Inches	Inches	Feet								
IA 14	1260+43.5	S 104th St. W	Rt	100	3	2	1.5	6.5	40	2460	1142.62	75.5/156.2	14.6/26.1	11/27.6	6.1/12.5	4.8/16.3	
IA 14	1313+18.3	S 96th Ave. W	Lt	86	3	2	1.5	6.5	40	2020.94	988.10	62.7/128.3	12.1/24.8	9.1/18.6	5/10.3	4/13.4	
IA 14	418+80.65	S 80th Ave. W	Lt	75	3	2	1.5	6.5	40	1719.66	880	55.9/109.2	10.8/21.1	8.1/15.8	4.5/8.8	3.5/11.4	
IA 14	418+80.65	S 80th Ave. W	Rt	72	3	2	1.5	6.5	40	1673.18	841.81	53.5/106.2	10.3/20.5	7.7/15.4	4.3/8.5	3.4/11.1	
IA 14	493+54.13	S 68th Ave. W	Lt	82	3	2	1.5	6.5	40	1953.16	964.57	61.3/124	11.8/23.9	8.9/17.9	4.9/10	3.9/12.9	
IA 14	511+17.51	W 36th St. S	Lt	93	3	2	1.5	6.5	40	2355.97	1139.38	72.4/149.6	14/28.9	10.5/21.6	5.8/12	4.6/15.6	
IA 14	602+21.44	S 54th Ave. W	Rt	54	3	2	1.5	6.5	40	1185.64	650.70	41.3/75.4	8/14.5	6/10.9	3.3/6	2.6/7.9	
IA 14	642+64.26	S 48th Ave. W	Lt	114	3	2	1.5	6.5	40	2880	1343.80	85.3/182.9	16.5/35.3	12.3/26.5	6.8/14.7	5.4/19.1	
IA 14	709+90.85	S 32nd Ave. W	Lt	77	3	2	1.5	6.5	40	1750.36	927.19	58.9/111.1	11.4/21.4	8.5/16.1	4.7/8.9	3.7/11.6	
4	718 0	March Ave.	Rt	90	3	2	1.5	6.5	40	2083.23	1065.60	67.7/132.3	13.1/25.5	9.8/19.1	5.4/10.6	4.3/13.8	
										Totals	634.5/1275.2	122.6/246	91.9/184.5	50.8/102.3	40.1/133.1		

September 27, 2022

Tuesday, September 27, 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 open a Public Hearing on the Snow Ordinance for 2022-2023 Winter Months.

YEA: CARPENTER, CUPPLES, TALSMA

There were no public comments, and no comments were received by the Auditor.

Motion by Cupples and seconded by Carpenter to close the Public Hearing on the Snow Ordinance for 2022-2023 Winter Months.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve the Snow Ordinance for 2022-2023 Winter Months.

YEA: CARPENTER, CUPPLES, TALSMA

Chad Kelley, representing MercyOne-Newton, presented to the Supervisors a proposal requesting \$2,000,000 in ARPA money for the renovation of the Emergency Room.

JEDCO Director, Jeff Davidson, and PFM Representative, Jon Burmeister, made a presentation of the Legacy Plaza Redevelopment Project to the Board that would include 90 market rate apartments, 30 high end hotel rooms and a restaurant & bar. The project needs \$14,000,000 from the County to receive the State grant on the \$30,000,000 project.

Motion by Cupples and seconded by Carpenter to appoint Chairman Talsma and JEDCO Director Davidson to negotiate with the City of Newton for incentives to pay for the bonding that the County would need to monetize the \$14,000,000.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Cupples and seconded by Carpenter to approve an increase of the IRS Mileage Reimbursement rate from 58.5 cents per mile to 62.5 cents per mile.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Cupples and seconded by Carpenter to adopt Resolution 22-77, a hiring resolution certifying the following appointments 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	Jailer (Full Time)	Anthony Gillum	\$19.56	Hire in Rate Union Scale	10/24/2022
Sheriff's Office	Jailer (Part Time)	Megan Wright	\$19.56	Hire in Rate Union Scale	10/24/2022

YEA: CARPENTER, CUPPLES, TALSMA

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

Motion by Carpenter and seconded by Cupples to approve claims paid through 09/27/2022.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Cupples and seconded by Carpenter to approve Board of Supervisors Minutes for September 20, 2022.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to adjourn the Tuesday, September 27, 2022, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, CARPENTER, TALSMA

Dennis K. Parrott, Auditor

Brandon Talsma, Chairman