

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 18, 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

Public Hearing – Community Development – Kevin Luettters

- a) Request for Rezoning for Parcel 13.23.300.010 from Agriculture to Rural Residential Large Lot

Item 2

Meller Insurance & Consulting – Robert Meller

- a) Approval of Health, Dental & Vision Insurance Rates
- b) Elected Official Cafeteria Plan Election Form 1/1/23-12/31/23
- c) Employee Cafeteria Plan Election Form 1/1/23-12/31/23

Item 3

Human Resources – Dennis Simon

- a) Proposed 2023 Holiday Schedule
- b) Hiring Resolution for Secondary Roads Skilled Laborer – Jonah Oleson
- c) Hiring Resolution for Elderly Nutrition Substitute Delivery Driver – Virginia Meredith

Item 4

Sheriff – John Halferty

- a) 28E Agreement for Tobacco Enforcement with Iowa Alcoholic Beverage Division

Item 5

Engineer – Michael Frietsch

- a) Title VI Non-Discrimination Agreement
- b) US DOT Standard Title VI/Non-Discrimination Assurances
- c) 2022 Weed Commissioner's Report

Item 6

Approval of Board of Supervisors Minutes for October 11, 2022

PUBLIC INPUT & COMMENTS

Rezoning Request

R-2022-004

I, Ethan Machin, request that the properties described as:

Parcel # 13.23.300.010

Parcel "D" in the Southwest Quarter and the Southwest Quarter of Section Twenty-three, Township Seventy-nine North, Range Nineteen West of the Fifth P.M., Jasper County, Iowa, as appears in the Plat of Survey of record in Book 1154, at page 316 in the Office of the Recorder of said County

Be rezoned from "Agriculture" to "Rural Residential Large Lot"

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 3rd ST N - #150 Newton, IA 50208 ph: 641-792-3084

R-2022-004

I, Ethan Machin request that the following described parcel be rezoned from "Agricultural" to "Rural Residential Large Lot" to comply with Jasper County Ordinance #04E.

PARCEL #1323300010

Signed Ethan Machin

Date 09-02-22

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

3 Aye 0 Nay

[Signature]
Chairperson Jasper County Zoning Commission

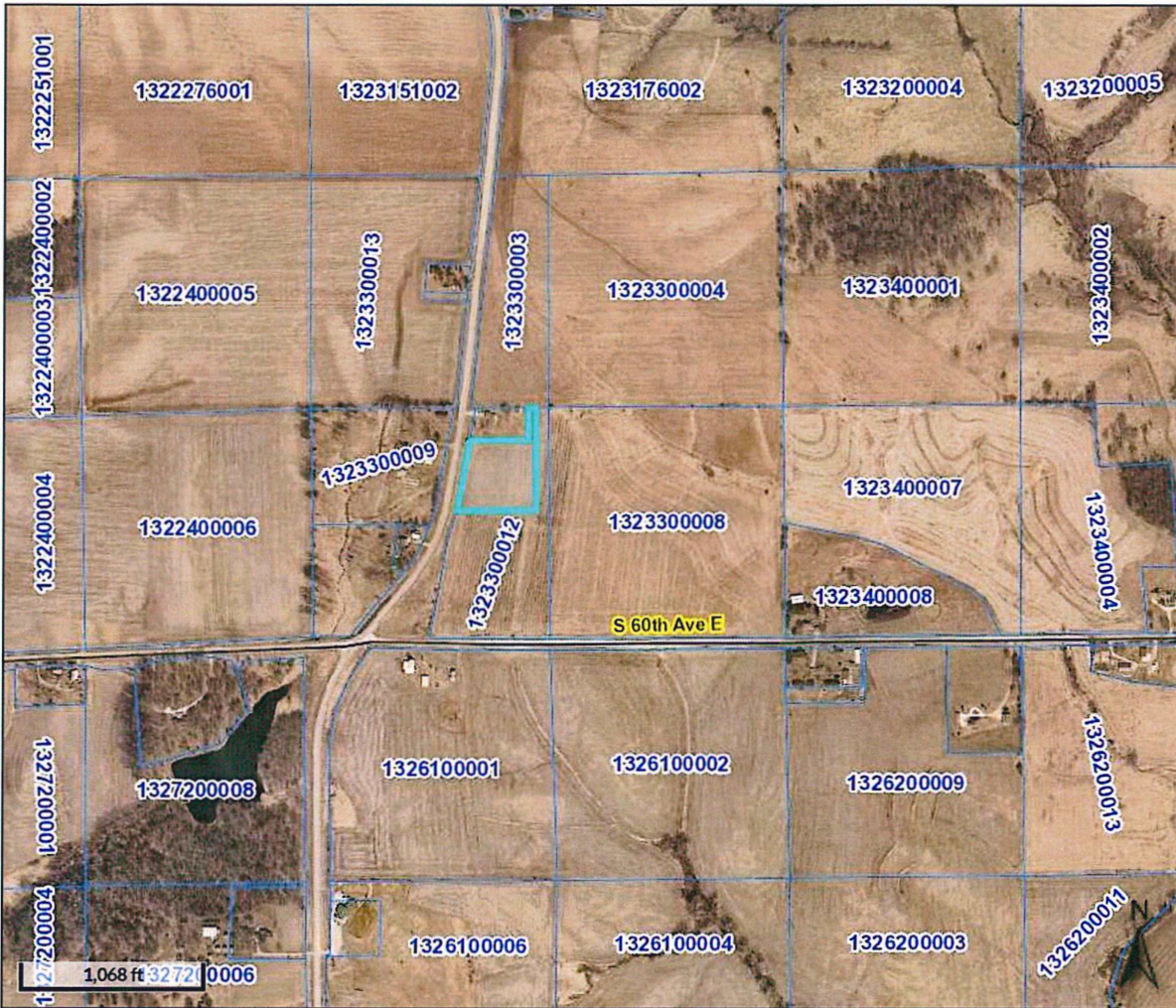
State of Iowa, Jasper County

On this 28th day of September, before me Brett Jennings, a Notary Public in and for the State of Iowa, appeared Larry Ladd 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.

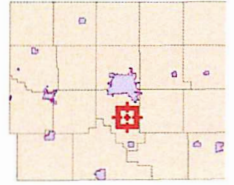
[Signature]

Notary in and for the State of Iowa





Overview



Legend

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

Parcel ID	1323300010	Alternate ID	055500	Owner Address	HOME KEY LC
Sec/Twp/Rng	23-79-19	Class	A		101 1 AVE W
Property Address		Acres	3.87		NEWTON, IA 50208
District	PANT1				
Brief Tax Description	SECTION:23 TOWNSHIP:79 RANGE:19 PARCEL D OF SW SW				
	(Note: Not to be used on legal documents)				

Jasper County Data Disclaimer

Please Read Carefully

This Jasper County Geographical Information System product contains information from publicly available sources that are subject to constant change. Jasper County makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of this product, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.

The information presented in this product does not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use. All drawing components (lines, curves, points, etc.) are created as a representation and should not be construed as actual.

Date created: 6/28/2022
 Last Data Uploaded: 6/27/2022 7:15:22 PM



JASPER COUNTY
Group # 33164
Contract Period 01/01/2023 Through 12/31/2023
Financial Exhibit
Delta Dental PPOSM

Enrollment at Renewal

Single 61
 Family 85
 Total 146

Enrollment as of Previous Renewal

Single 61
 Family 95
 Total 156

Current Rates

Effective 01/01/2022 through 12/31/2022

Single \$38.96
 Family \$117.88

Projected Annual Expense
 \$148,756

Annual trend used in renewal pricing 3.5%

Renewal Rates

Effective 01/01/2023 through 12/31/2023

Single \$38.96
 Family \$117.88

Projected Annual Expense
 \$148,756

Renewal Percentage Change 0.0%

Insured rates include standard broker commissions

Percent of Premium Contributed by Employer: Single _____ % Emp/Spouse _____ % Emp/Child(ren) _____ % Family _____ %

Total Employees Enrolled: _____

Total Employees Eligible: _____

Signature of Group Administrator
 Please sign and return to fax # 888-337-5157

E-Mail Address

Date

DELTA DENTAL OF IOWA

Account Number: 1058604

Anniversary Date: January 1, 2023



November 20, 2022

JASPER COUNTY, IA
ATTN: MELISSA HARTGERS
101 1ST ST N
NEWTON, IA 50208

MELLER*R A*INC
R A MELLER INC
20963 US HIGHWAY 65
COLO, IA 50056-8555

As you approach your upcoming renewal with Principal Life Insurance Company, we would like to thank you for your continued business over the past year. Our goal is to offer competitive benefit solutions supported with exceptional service. Your business is very important to us and we look forward to supporting your business needs in the coming years!

Your renewal

Your rates won't change! Your coverage will renew on your policy anniversary date (January 1, 2023).

Help your renewal go smoothly by reviewing this checklist: principal.com/groupinsurancerenewal

How to renew your coverage

To renew coverage, please notify your agent and your payment of the premium due is your acceptance of the rates. We look forward to continuing our relationship with you.

Available discounts

You may be able to take advantage of the Principal Life **Multiple Product Discount** when you're paying for at least three qualifying coverages. A strong and competitive benefit offering will help you retain excellent employees.

Contact Us

If you have questions about this renewal or explore alternate benefit designs, contact your broker or local Principal Life Insurance Company sales office at 515-223-4931.

Sincerely,

Group Benefits Underwriting
Specialty Benefits Division

Account Number: 1058604

Anniversary Date: January 1, 2023

Renewal rates
Effective January 1, 2023

Group term life - rates are expressed as per \$1,000

ALL MEMBERS, CLOSED CLASS RANDY FREESE				
Volume Lives	Current rate	Current monthly premium	Renewal rate	Renewal monthly premium
\$4,884,000 163	\$0.238	\$1,162.40	\$0.238	\$1,162.40
Renewal rates are guaranteed through December 31, 2023.				
Your rates aren't changing.				

Accidental Death & Dismemberment - rates are expressed as per \$1,000

Active members only				
Volume Lives	Current rate	Current monthly premium	Renewal rate	Renewal monthly premium
\$4,884,000 163	\$0.031	\$151.40	\$0.031	\$151.40
Renewal rates are guaranteed through December 31, 2023.				
Your rates aren't changing.				

Group voluntary term life – rates are expressed as per \$1,000

ALL MEMBERS					
Age range	Current rate	Renewal rate	Volume Lives	Current monthly premium	Renewal monthly premium
Employee					
0 - 29	\$0.087	\$0.087			
30 - 34	\$0.096	\$0.096			
35 - 39	\$0.144	\$0.144			
40 - 44	\$0.233	\$0.233			
45 - 49	\$0.359	\$0.359			
50 - 54	\$0.585	\$0.585			
55 - 59	\$0.919	\$0.919			
60 - 64	\$1.276	\$1.276			
65 - 69	\$2.355	\$2.355			
70 & over	\$3.877	\$3.877			
Total			\$3,739,000 60	\$1,388.83	\$1,388.83
Renewal rates are guaranteed through December 31, 2023.					
Your rates aren't changing.					

Account Number: 1058604

Anniversary Date: January 1, 2023

Spouse					
0 - 29	\$0.087	\$0.087			
30 - 34	\$0.096	\$0.096			
35 - 39	\$0.144	\$0.144			
40 - 44	\$0.233	\$0.233			
45 - 49	\$0.359	\$0.359			
50 - 54	\$0.585	\$0.585			
55 - 59	\$0.919	\$0.919			
60 - 64	\$1.276	\$1.276			
65 - 69	\$2.355	\$2.355			
70 & over	\$3.877	\$3.877			
Total			\$781,500 30	\$445.32	\$445.32

Renewal rates are guaranteed through December 31, 2023.

Your rates aren't changing.

Voluntary term Accidental Death & Dismemberment - rates are expressed as per \$1,000

Active employee & spouse members only

Volume	Current rate	Current monthly premium	Renewal rate	Renewal monthly premium
\$4,520,500	\$0.031	\$140.14	\$0.031	\$140.14

Renewal rates are guaranteed through December 31, 2023.

Your rates aren't changing.

Voluntary term child insurance - rates are expressed as per family per month

Eligible Members

Amount of coverage	Lives	Current rate	Current monthly premium	Renewal rate	Renewal monthly premium
\$10,000	9	\$2.00	\$18.00	\$2.00	\$18.00
\$20,000	3	\$4.00	\$12.00	\$4.00	\$12.00
\$5,000	3	\$1.00	\$3.00	\$1.00	\$3.00
\$15,000	1	\$3.00	\$3.00	\$3.00	\$3.00
\$25,000	16	\$5.00	\$80.00	\$5.00	\$80.00
Total			\$116.00		\$116.00

Renewal rates are guaranteed through December 31, 2023.

Your rates aren't changing.

Long term disability

ALL MEMBERS				
Rates are expressed as a percent of covered monthly earnings				
Covered monthly earnings/Lives	Current rate	Current monthly premium	Renewal rate	Renewal monthly premium
\$821,415 / 163	0.59%	\$4,846.35	0.59%	\$4,846.35
Renewal rates are guaranteed through December 31, 2023.				
Your rates aren't changing.				

Vision

ALL MEMBERS					
	Lives	Current rates	Renewal rates	Current monthly premium	Renewal monthly premium
Employee	66	\$8.00	\$8.00	\$528.00	\$528.00
Employee & Spouse	26	\$22.78	\$22.78	\$592.28	\$592.28
Employee & Child(ren)	17	\$22.78	\$22.78	\$387.26	\$387.26
Family	63	\$22.78	\$22.78	\$1,435.14	\$1,435.14
TOTAL				\$2,942.68	\$2,942.68
Renewal rates are guaranteed through December 31, 2023.					
Your rates aren't changing.					

How to terminate your coverage

If you choose to terminate your coverage, please notify us.



Principal Life Insurance Company
 Des Moines, Iowa 50392
 ©2017-2020 Principal Financial Services, Inc.

2023 JASPER COUNTY CAFETERIA PLAN ELECTION FORM (Elected Officials & Deputies)

Employee Information

Your Name (last, first, middle initial)	Social Security Number/ID number		
Address (street)	City	State	ZIP code
Please Mark Box If New Address			
<input type="checkbox"/> Date of Birth ____/____/____			

After 20 months with our self-funded medical plan, claims have been favorable resulting in a 2023 plan year increase of .5% (That's less than 1%). There are no benefit plan changes to the BlueChoice \$500. The Internal Revenue Service has again made an inflationary adjustment to the BlueChoice HDHP family minimum out-of-pocket from \$2,800 to \$3,000. However, the second family member will only have a \$2,600 out-of-pocket maximum as the total family out-of-pocket will remain unchanged at \$5,600.

More good news, Delta Dental, Principal Vision, and Voluntary Term Life rates all remain unchanged for year 2023.

Again, Principal is offering a re-opening for the Voluntary Term Life up to 2 units each per employee, spouse, and child(ren) without a statement of health. This includes all current and future first-time enrollees. Spouse and children life coverage amounts cannot exceed the employee coverage amount.

The County's medical plan contribution for plan #3 coverage will be 90% of the monthly rates. Employees will contribute 10% for single and family coverage. The County monthly contribution will be \$839.86 for single and \$1,874.66 for family coverage.

Open enrollment for completing paperwork will begin October 31 with forms to be returned by November 11. **The Federal ERISA and IRC Section 125 codes require employees to annually designate their plan choice and either elect or waive participation in the pre-tax and/or flexible spending account.**

Some items to remember: A Flexible Spending Account (IRC 125) election can only be changed during the year for a qualifying event (e.g. Birth, Death, Divorce, and Marriage). The Principal vision plan does not have a calendar year deductible or co-insurance and therefore benefits are based upon the last date-of-service. The medical and dental plans have calendar year deductibles and out-of-pocket maximums. If a member terminates the dental plan and later wishes to re-enroll, they will be subject to one and 2-year deferred benefits for Basic and Major Services. Dependent children will have a 3-year deferred benefit for Orthodontics.

The following outline provides the Single and Family elections and the associated monthly costs:

#3.) Wellmark - BlueChoice \$500

\$766.50 Single or \$1,916.28 Family

#4) Wellmark - BlueChoice \$3000/\$5600 (HDHP/HSA)

\$609.54 Single or \$1,523.86 Family

#5.) Delta Dental of IA – Dental Coverage

\$38.96 Single or \$78.92 Dependent cost

#6.) Principal Life Company – Vision Coverage

\$8.00 Single or \$14.78 Dependent cost

**#7.) I Elect to Direct the Balance of County Flex Dollars \$_____ per month
Into my Section 125 Healthcare Expense Account, or**

**I Elect to Direct the Balance of County Flex \$_____ per month
Into my Section 125 Dependent Care Reimbursement Account,**

or

Health Savings Account (HSA) \$_____ per month

(EMPLOYEE MONEY)

**#8.) I Elect to Direct from my wages \$_____ per month
to my Section 125 Healthcare Expense Account or**

**I Elect to Direct from my wages \$_____ per month
to my Section 125 Dependent Care Reimbursement Account**

and/or

Health Savings Account (HSA) \$_____ per month

I decline to participate in our FSA.

You have the option to use IRC Section 125 (Flex I) to fund any payroll deduction. The pre-tax savings is approximately 27.65% (15% Federal, 5% State and 7.65% FICA).

I authorize my future compensation to be reduced by the amount exceeding the employer contribution. This amount will be on my behalf to the county Section 125 Premium Only Plan. I understand this reduces my wages for Social Security purposes, and may reduce my Social Security disability and retirement benefits. I also understand that once I made this election, I can only change it during the election period prior to the next plan year, or if there has been a qualifying change in my family's status, employment or group health care coverage as determined by IRS regulations. NOTE: Changes in election allowed due to a qualifying change in family status must be made no later than 30 days after the date of the qualifying change in status.

I understand the deadline to return this form is November 11, 2022.

Signed: _____

Date: _____

2023 JASPER COUNTY CAFETERIA PLAN ELECTION FORM

Employee Information

Your Name (last, first, middle initial)	Social Security Number/ID number		
Address (street)	City	State	ZIP code
Please Mark Box If New Address			
<input type="checkbox"/>	Date of Birth ___/___/_____		

After 20 months with our self-funded medical plan, claims have been favorable resulting in a 2023 plan year increase of .5% (That's less than 1%). There are no benefit plan changes to the BlueChoice \$500. The Internal Revenue Service has again made an inflationary adjusted to the BlueChoice HDHP family minimum out-of-pocket from \$2,800 to \$3,000. However, the second family member will only have a \$2,600 out-of-pocket maximum and the total family out-of-pocket will remain unchanged at \$5,600.

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Again, Principal is offering a re-opening for the Voluntary Term Life for up to 2 units each per employee, spouse, and child(ren) without a statement of health. This includes all current and future first-time enrollees. Spouse and children life coverage amounts cannot exceed the employee coverage amount.

The County's medical plan contribution for plan #3 coverage will be 90% of the monthly rates. Employees will contribute 10% for single and family coverage. The County monthly contribution will be \$689.86 for single and \$1,724.66 for family coverage.

Open enrollment for completing paperwork will begin October 31 with forms to be returned by November 11. **The Federal ERISA and IRC Section 125 codes require employees to annually designate their plan choice and either elect or waive participation in the pre-tax and/or flexible spending account.**

Some items to remember: A Flexible Spending Account (IRC 125) election can only be changed during the year for a qualifying event (e.g. Birth, Death, Divorce, and Marriage). The Principal vision plan does not have a calendar year deductible or co-insurance and therefore benefits are based upon the last date-of-service. The medical and dental plans have calendar year deductibles and out-of-pocket maximums. If a member terminates the dental plan and later wishes to re-enroll, they will be subject to one and 2-year deferred benefits for Basic and Major Services. Dependent children will have a 3-year deferred benefit for Orthodontics.

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Into my Section 125 Dependent Care Reimbursement Account,**

or

Health Savings Account (HSA) \$_____ per month

(EMPLOYEE MONEY)

**#8.) I Elect to Direct from my wages \$_____ per month
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**I Elect to Direct from my wages \$_____ per month
to my Section 125 Dependent Care Reimbursement Account**

and/or

Health Savings Account (HSA) \$_____ per month

I decline to participate in our FSA.

You have the option to use IRC Section 125 (Flex I) to fund any payroll deduction. The pre-tax savings is approximately 27.65% (15% Federal, 5% State and 7.65% FICA).

I authorize my future compensation to be reduced by the amount exceeding the employer contribution. This amount will be on my behalf to the county Section 125 Premium Only Plan. I understand this reduces my wages for Social Security purposes, and may reduce my Social Security disability and retirement benefits. I also understand that once I made this election, I can only change it during the election period prior to the next plan year, or if there has been a qualifying change in my family's status, employment or group health care coverage as determined by IRS regulations. NOTE: Changes in election allowed due to a qualifying change in family status must be made no later than 30 days after the date of the qualifying change in status.

I understand the deadline to return this form is November 11, 2022.

Signed: _____

Date: _____

Proposed Schedule – Pending Board Approval

2023 COUNTY HOLIDAYS – Observed Dates

NEW YEAR’S DAY – JANUARY 2, 2023 (Monday)

PRESIDENT’S DAY – FEBRUARY 20, 2023 (Monday)

MEMORIAL DAY – MAY 29, 2023 (Monday)

INDEPENDENCE DAY – JULY 4, 2023 (Tuesday)

LABOR DAY – SEPTEMBER 4, 2023 (Monday)

VETERANS DAY – NOVEMBER 10, 2023 (Friday)

THANKSGIVING HOLIDAY– NOVEMBER 23 & 24, 2023 (Thursday & Friday)

CHRISTMAS HOLIDAY – DECEMBER 25 & 26, 2023 (Monday & Tuesday)

Special notations:

The County Attorney’s office will observe Martin Luther King Day on Monday Jan. 16, 2023 and not President’s Day to coincide with the judicial holiday schedule.

Secondary Roads / PPME Members will follow the holiday schedule established in the collective bargaining agreement.



Kim Reynolds *Governor of Iowa*
Adam Gregg *Lieutenant Governor*

Stephen Larson *Administrator*

September 27, 2022

Dear I-PLEDGE Partner,

The Iowa Alcoholic Beverages Division (ABD) invites your department to participate in the I-PLEDGE Tobacco, Alternative Nicotine and Vapor Product Enforcement Program for fiscal year 2023 (July 1, 2022 – June 30, 2023). The benefit of a partnership between ABD and law enforcement agencies is evidenced by the 91% statewide compliance rate obtained by tobacco retailers in FY2022.

In order to be an I-PLEDGE partner in fiscal year 2023, you must sign and return the enclosed 28E Agreement. After reviewing the agreement and verifying the contact information for your department, please sign the agreement with a witness on the last page and return the entire agreement in the self-addressed envelope provided. A copy of the executed agreement will be returned to your office along with an enforcement handbook.

It is important to remember that ABD is required to conduct one (1) compliance check of each tobacco, alternative nicotine and vapor product retailer during FY2023, with a repeat check of any business that fails the first compliance check. Section 5.1.2 of the 28E Agreement details the dates by which compliance checks need to be performed. Once compliance checks are completed, it is imperative that your department electronically submit compliance check results to ABD in a timely manner to ensure prompt payment to your department. Instructions on how to electronically submit compliance check results to ABD will be included in the enforcement handbook.

Keep in mind that alternative nicotine and vapor products are age-restricted according to Iowa Code § 453A.2, and therefore included as part of the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products. Additional details regarding these age-restricted products will be included in the enforcement handbook.

On June 29, 2020, Governor Reynolds signed legislation which increased the state minimum age to purchase tobacco, alternative nicotine and vapor products from 18 to 21 years. State of Iowa law is now reflective of the federal minimum age to purchase which was raised on December 20, 2019. Due to this law change, underage purchasers from the age of sixteen to twenty years old may be utilized in the program. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

The necessary materials to carry out the agreement will be sent to the contact person specified in Section 13.10 of the 28E Agreement. In the meantime, feel free to contact 515.281.7434 or iapledge@iowaabd.com with questions regarding the enclosed agreement.

Sincerely,

Jessica Ekman
Tobacco Program Coordinator

**28E AGREEMENT FOR
TOBACCO, ALTERNATIVE NICOTINE AND
VAPOR PRODUCT ENFORCEMENT**

SCHEDULE 3

THIS AGREEMENT is made and entered into on this ____ day of _____, 2022 by and between the Iowa Alcoholic Beverages Division (“ABD”), and the Jasper County Sheriff (The “Department”). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 **Iowa ABD.** The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Health and Human Services to provide enforcement for Iowa’s tobacco, alternative nicotine and vapor product laws. The ABD’s address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

1.2 **Department.** The Department operates a duly recognized Iowa law enforcement agency. The Department’s address is:

Jasper County Sheriff
2300 Law Center Dr, Newton, Iowa 50208

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2023, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 **Responsibilities of the Department.**

5.1.1 **Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.** The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

5.1.2 **Compliance Checks.** "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may include

enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

The Department shall not begin to conduct any retailer compliance checks until October 1, 2022.

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15, 2023**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2022 business year, but not before October 1, 2022. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2022 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2023**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **February 15, 2023**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

5.1.3 Underage Purchaser Volunteers. Utilization of underage purchaser volunteers is strongly encouraged where feasible. The Department may compensate the underage purchasers involved in the compliance checks in a manner consistent with Section 6. Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) ***will not allow underage purchasers under the age of sixteen*** to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

5.1.4 Routine Enforcement. In addition to conducting compliance checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage offenders.

5.1.5 Civil Proceedings. The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.

5.1.6 Compliance Reports. The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.

5.1.7 Miscellaneous. The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

5.2 Responsibilities of the ABD.

5.2.1 Enforcement Guidance. The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.

5.2.2 Payment. The ABD shall pay the Department in the manner described in Section 6.

5.2.3 Cooperation. If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative

nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

- 5.2.4 **Insurance, Benefits and Compensation.** The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

- 6.1 **Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of underage purchasers is the sole responsibility of the Department and is to be paid from the flat fee payment.
- 6.2 **Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2022** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 **Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 **Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchasers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.3.2 **Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

SECTION 7. ADMINISTRATION OF AGREEMENT. The ABD and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

10.1 Termination for Convenience. Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

10.2 Termination Due to Lack of Funds or Change in the Law. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

10.2.1 The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract:

10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.

10.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;

10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;

10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;

10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.4 **Notice of Default.** If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

10.4.1 Immediately terminate the Agreement without additional written notice; or,

10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

SECTION 11. INDEMNIFICATION.

11.1 **By ABD.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

11.2 **By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

SECTION 12. CONTACT PERSON.

12.1 **Contact Person.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 13. CONTRACT ADMINISTRATION.

- 13.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 13.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.
- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 **Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to

receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD: Jessica Ekman
Tobacco Program Coordinator
Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road
Ankeny, Iowa 50021
515-281-7434
Email: Ekman@IowaABD.com

If to Department: Sheriff John Halferty
Jasper County Sheriff
2300 Law Center Dr
Newton, Iowa 50208
Email: jhalferty@jaspersheriff.org

- 13.11 Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.
- 13.12 Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 Authorization.** Each party to the Agreement represents and warrants to the other that:
- 13.14.1** It has the right, power and authority to enter into and perform its obligations under the Agreement.
- 13.14.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

- 13.15 Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 13.16 Record Retention and Access.** The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.
- 13.17 Additional Provisions.** The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.
- 13.18 Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 14. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

By Alcoholic Beverages Division

DeMario A. Luttrell
Regulatory Compliance Bureau Chief

Date

By Law Enforcement Agency

Department Official

Date

Department Witness

Date

Attest

Date



Title VI Non-Discrimination Agreement
Iowa Department of Transportation
and
Jasper County Engineer's Office

Agency Information

Name and title of administrative head:

Name: Dennis Simon Title: Human Resources Manager

Address: 315 W 3rd St N, Suite 320

City: Newton State: IA ZIP Code: 50208 County: Jasper

Phone/FAX: 641-787-1024 Email: hr@jasperia.org

Name and title of designated Title VI coordinator:

Name: Michael Frietsch Title: County Engineer

Address: 910 N 11th Ave E

City: Newton State: IA ZIP Code: 50208 County: Jasper

Phone/FAX: 641-792-5862 Email: mfrietsch@jasperia.org

*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

Title VI Program

I. Organization and staffing

Pursuant to 23 C.F.R. § 200, Jasper County has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

II. Assurances required

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
 - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
 - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice . Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
 - (a) The alleged act of discrimination.
 - (b) Date when the person(s) became aware of the alleged discrimination
 - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
 - a) The complainant's name and address, or other means by which the complainant may be contacted.
 - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
 - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
 - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
 - e) Apparent merit of the complaint.
 - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation
Office of Employee Services – Civil Rights
800 Lincoln Way
Ames, Iowa 50010
515-239-1422
515-817-6502 (fax)
dot.civilrights@iowadot.us

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
 - a) Acknowledges receipt of the discrimination complaint.
 - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
 - c) Contains a list of each issue raised in the discrimination complaint.
 - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
 - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.

6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
 - a) Name, address and phone number of the complainant.
 - b) Name(s) and address(es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin, gender).
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the LPA.
 - f) A statement of the complaint.
 - g) Other agencies (state, local or federal) where the complaint has been filed.
 - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.

7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
 - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
 - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
- a) The fact that the discrimination complaint has been filed.
 - b) The identity of the complainant(s).
 - c) The identity of individual respondents to the allegations.
 - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
- a) The name and address of the complainant.
 - b) Basis of discrimination complaint.
 - c) Description of complaint.
 - d) Date filed.
 - e) Disposition and date.
 - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

V. Sanctions

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

IOWA DEPARTMENT OF TRANSPORTATION

Jasper County Engineer's Office

Signature

Printed Name and Title

Date

Signature

Michael Frietsch, County Engineer

Printed Name and Title

10/18/2022

Date

Title VI Non-discrimination Policy Statement

The _____ Jasper County Engineer's Office _____, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's _____ Michael Frietsch _____, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

Signature

Michael Frietsch

Printed Name and Title

10/18/2022

Date

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The Jasper County Engineer's Office (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, 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 Federal financial assistance from DOT, including the **FHWA**.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Jasper County Engineer’s Office, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, Jasper County Engineer's Office also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Jasper County Engineer's Office gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal Highway Program**. This ASSURANCE is binding on **Iowa**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Jasper County Engineer's Office

(Name of Recipient)

by _____

(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that the Jasper County Engineer's Office will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program**, and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Jasper County Engineer's Office all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Jasper County Engineer's Office and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Jasper County Engineer's Office, its successors and assigns.

The Jasper County Engineer's Office, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Jasper County Engineer's Office will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Jasper County Engineer's Office pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Jasper County Engineer's Office will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Jasper County Engineer's Office will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Jasper County Engineer's Office and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by Jasper County Engineer's Office pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Jasper County Engineer's Office will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Jasper County Engineer's Office will there upon revert to and vest in and become the absolute property of Jasper County Engineer's Office and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



2022 WEED COMMISSIONER'S REPORT

For the County of: Jasper

Submit to County Board of Supervisors by: November 1, 2022
Return copy to the IDALS office by: December 1, 2022

Weed Commissioner's Contact Information:

Name Randy Freeese	Year Appointed 2016
Address 910 N 11th Ave.E	Telephone 641-792-5862
City, Zip Code Newton 50208	Alternate Telephone 641-521-3427
Email Address rfreese@jasperia.org	Pesticide Certificate # 30399

Which of the noxious weeds have you found in your county?

1 – Found, a problem in my county
2 – Found, but not a problem

3 – Not known in my county
? – If you cannot identify this plant

<i>Primary Noxious Weeds</i>	<i>Answer</i>	<i>Secondary Noxious Weeds</i>	<i>Answer</i>
Buckthorn	3	Buckhorn Plantain	?
Bull Thistle	2	Cocklebur	2
Canada Thistle	2	Curly Dock (Sour Dock)	2
Field Bindweed	3	Multiflora Rose	1
Hoary Cress (Perennial Pepper-grass)	3	Poison Hemlock	3
Horse Nettle	2	Puncturevine	3
Leafy Spurge	3	Red Sorrel (Sheep sorrel)	3
Musk Thistle	1	Shattercane	2
Palmer Amaranth	3	Smooth Dock	2
Perennial Sow Thistle	?	Teasel	1
Quackgrass	3	Velvetleaf (Butterprint)	2
Russian Knapweed	?	Wild Carrot	2
		Wild Mustard	2
		Wild Sunflower	2

<i>Invasive Prohibited Plants</i>	Answer		
Garlic Mustard	2		
Japanese Hop	3		
Japanese Knotweed	3		
Oriental Bittersweet	2		
Purple Loosestrife	3		

Please list any other plants which are a problem or a concern in your county:

As County Weed Commissioner, do your duties include roadside spraying?

Yes No

Did your county publish a Notice of Program for weed control pursuant to the provisions of Title VIII Chapter 317 Section 317.14?

Yes No

Did your county employ contract spraying during 2022?

Yes No

If yes, what percentage of your total spray program is contracted? _____%

If possible, please list the contract rates. \$/mile _____

Total contract cost \$ _____

In the past year how much did your county spend on purchasing herbicides?

\$ 12921.00

How many times during 2022 was it necessary to serve a noxious weed notice?

Private (written) 0 Public (written) (DOT, DNR, CCB) 0

How many times did you contact individuals personally, rather than sending them a weed control notice?

Private (verbal) 4 Public (verbal) (DOT, DNR, CCB) 1

How many times did you actually enter private or public land, control weeds, and assess the cost to the owner?

0

How many months were you employed as weed commissioner in 2022?

12 months

Are your duties as weed commissioner incorporated into another county job?

Yes No If Yes, what? Highway Dept.

Weed Comm. Duties 4% IRVM Duties 8%

Other County Duties 88%

How does the overall county weed situation compare with last year?

Improved Unchanged Worse

Comments? _____

Is brush control included in your weed commissioner duties?

Yes No

If yes, what method(s) do you use? (Circle all that apply):

Spraying Cutting Stump treatment Basal bark

Other, explain _____

What are your suggestions and/or recommendations which may improve your county weed and brush infestations?

Brushcutters, hoe and skidsteer mounted

What herbicides did your county use in your weed control program? Be specific,

please list brand name and quantity of each. Please do not list surfactants or adjuvants. If the spray program is contracted in your county, ask your contractor for this information. Add another page if necessary.

Herbicide usage table:

CHEMICAL/BRAND	RATE USED	QUANTITY USED	TO CONTROL?
<i>(Example)</i> Milestone	4 fluid ounces per acre	3.32 gallons	Thistle and teasel on roadside
Milestone	7 oz/ acre	6.4 gal	Thistle and teasel
Method	6 oz/ acre	13.25 gal	Brush
Excort XP	1 oz/ acre	282.5 oz	Brush
Pathway	stump treatment	50 gal	Brush

The above report is true to the best of my knowledge.

Signature  _____
County Weed Commissioner

10-13-2022
Date

Signature _____
Chairman, County Board of Supervisors

Date

Please return a copy to: Iowa Department of Agriculture and Land Stewardship
Attn: State Weed Commissioner
2230 S Ankeny Blvd
Ankeny, IA 50023-9093

Attest: _____
Dennis K Parrott, Auditor

Date

October 11, 2022

Tuesday, October 11, 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.

Buildings & Grounds Director, Adam Sparks, presented to the Board quotes for a sign at the Administration Building and they are as follows:

Sign Pro: \$3,925.00

Performance Sign: \$4,364.21

Motion by Cupples and seconded by Carpenter to approve the purchase of an outdoor sign for the Administration Building to designate the Treasurer, Motor Vehicle, Drivers License, Property Tax entrance of the building from Sign Pro in the amount of \$3,925.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve Bridge Replacement Plans for Project BRS-C050(116)-60-50 on County Road F48 over Squaw Creek.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to adopt Resolution 22-79, a resolution naming depositories for the County.

YEA: CARPENTER, CUPPLES, 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 approve a Service Agreement between Jasper County and XBS Midwest for a Xerox C7025 color copier/printer/scanner.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve Sheriff's Quarterly Report for the period beginning July 1, 2022 and ending September 30, 2022.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Cupples and seconded by Carpenter to approve Recorder's Quarterly Report for the period beginning July 1, 2022 and ending September 30, 2022.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve claims paid through 10/11/2022.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to approve Board of Supervisors minutes for October 3, 2022.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Carpenter and seconded by Cupples to adjourn the Tuesday, October 11, 2022, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, CARPENTER, TALSMA

Dennis K. Parrott, Auditor

Brandon Talsma, Chairman