

# 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

**December 6, 2022**

9:30 a.m.

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

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

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

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

## Pledge of Allegiance



- Item 1** Jasper County 911 Updates – Brad Shutts
- Item 2** JEDCO – Jeff Davidson
  - a) Ahlers-Cooney Conflict Letter
- Item 3** Human Resources – Dennis Simon
  - a) Hiring Resolution for Secondary Roads Skilled Laborer – David Samson
  - b) Hiring Resolution for Secondary Roads Civil Technician II – Gregory Willard
- Item 4** Building & Grounds – Adam Sparks
  - a) Jail Preventative Maintenance Renewal
- Item 5** Community Development – Kevin Luetters
  - a) Set Public Hearing Dates for Rezone Request from General Industrial to Agricultural  
*(Recommended Dates & Time, December 20<sup>th</sup>, December 27, 2022, and January 3<sup>rd</sup>, 2023, at 9:30 am)*
- Item 6** Sheriff – John Halferty
  - a) Officer Training Liability Agreement for Deputy Kyle Letendre
- Item 7** Treasurer – Doug Bishop
  - b) Suspension of Taxes
- Item 8** Engineer – Mike Frietsch
  - a) Set Public Hearing Dates for Schematic Plans for Structures for Secondary Roads Liberty Avenue Yard Phase 1  
*(Recommended Dates & Time, December 20<sup>th</sup>, December 27, 2022, and January 3<sup>rd</sup>, 2023, at 9:30 am)*
  - b) Change Order No. 1 for Site Earthwork Contract for Secondary Roads Liberty Avenue Yard Phase 1
  - c) Geotechnical Engineering Proposal for Secondary Roads Liberty Avenue Yard Phase 1

*(Continued on Page 2)*

- Item 9**      **Approval of Cigarette/Tobacco/Nicotine/Vapor Permits for Fore Seasons**
- Item 10**     **Approval of Liquor License for:**
  - a) Westwood Golf Course
  - b) Pheasants Forever
- Item 11**     **Approval of Claims Paid through December 6, 2022**
- Item 12**     **Approval of Board of Supervisors Minutes for November 22, 2022**
- Item 13**     **Board Appointments**

**PUBLIC INPUT & COMMENTS**

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**After Meeting –  
Board of Supervisors Work Session for Statements of Qualifications Received from Construction  
Mangers at Risk for Secondary Roads Liberty Avenue Phase 1.**



Ahlers & Cooney, P.C.  
Attorneys at Law  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
Phone: 515-243-7611  
Fax: 515-243-2149  
www.ahlerslaw.com

December 1, 2022

*Sent via email:* [auditor@jaspercounty.iowa.gov](mailto:auditor@jaspercounty.iowa.gov)

Dennis Parrott  
Jasper County Auditor  
101 1<sup>st</sup> Street N, Room 202  
Newton, IA 50208

RE: Conflict Waiver

Dear Dennis:

Recently, we have been asked to represent the Jasper County (the “County”) with respect to the Christensen Development Project (the “Development Project”) which is located within the corporate boundaries of the City of Newton (“City”). This work will involve, among other things, the negotiation, preparation, and approval of a joint agreement with the City associated with each party’s obligations vis-à-vis the Development Project. However, our firm also currently represents the City on certain matters unrelated to the Development Project; specifically, labor matters (“City Representations”). The purpose of this letter is to inform you that these representations present an ethical conflict of interest for our firm, and to seek the County’s informed consent to our representation of the County in this matter.

While the Development Project work is not within the scope of the City Representations, this representation is a concurrent conflict of interest under the ethical standards governing the practice of law in Iowa. From a legal perspective, a concurrent conflict of interest exists under Iowa rules if (1) *the representation of one client will be directly adverse to another client*; or (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer’s responsibilities to another client, a former client, or a third person or by a personal interest of the lawyer. We know that the second condition stated above does not apply to this situation, as noted above, but our firm’s representation of the County will be directly adverse to the City.

The state’s ethical rules allow a law firm to concurrently represent two adverse parties if (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; (3) the representation does not involve the assertion of a claim by one client against another represented by the lawyer in the same litigation or other proceeding before a tribunal; and (4) each affected client gives informed consent, confirmed in writing. We believe confidently that our attorneys will be able to provide competent and diligent representation to each of their affected clients as the matters being addressed are totally unrelated, the representation is not prohibited by law, and there will not be an assertion of a claim as described. The purpose of this letter is to seek the written consent of the County to proceed.

December 1, 2022

Page 2

Please be aware that the Rules of Professional Conduct require that we represent all our clients with diligence and that we protect and maintain their confidences. Accordingly, we will not disclose or use any confidential information that we may have acquired about either party to the other in our prior or ongoing representation of the parties.

In deciding whether to consent, you should consider how our representation as described above could or may affect you. For example, clients that are asked to waive or consent to conflicts should consider whether there is any material risk that their attorney will be less diligent on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information or other proprietary matters will be used adversely to them due to the conflict. Although you are not required to do so, we recommend that you seek the advice of a lawyer outside of our Firm if you have any questions or concerns about whether you should sign this conflict waiver.

The purpose of this letter is to seek the written consent of the County proceed. We are also seeking the City's consent in writing by a separate letter. Although we are asking the parties to waive this conflict of interest so that we can represent the County in connection with the Development Project, neither party is obligated to do so. If either party objects to the waiver, we will not undertake work on the matter on behalf of the County.

Please feel free to contact me with any questions or concerns. If you consent to the concurrent representation, please so indicate below and return a copy of this fully executed letter to my attention. Thank you.

Very truly yours,

AHLERS & COONEY, P.C.

/s/ Nathan Overberg

Nathan Overberg

December 1, 2022

Page 3

The Board of Supervisors of Jasper County hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of the County with respect to the above referenced transaction, despite the Firm's representation of the City of Newton in other matters.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

ACKNOWLEDGED AND AGREED TO BY:

JASPER COUNTY

\_\_\_\_\_  
Board President

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

02116220-1\22788-000







*Over 100 Years of Excellence-  
People, Process, Productivity*

**PLANNED MAINTENANCE RENEWAL NOTIFICATION**

November 7, 2022

Jasper County Sheriff's Office  
2300 Law Center Dr  
Newton, IA 50208

RE: Planned Maintenance Renewal: Effective November 01, 2022, through October 31, 2023

Service Location: 2300 Law Center Dr  
Newton, IA 50208

Thank you for the opportunity to provide planned maintenance over the past year. As your trusted partner The Waldinger Corporation is committed to working with you to ensure we meet all your mechanical service requirements.

We are pleased to offer continued service on all covered equipment over the next 12 months, effective November 01.

Your annual renewal prices are as listed, \$7,884.00 Annually.

This agreement also gives you priority over non-agreement customers when you require emergency service. Additionally, all work we perform with the agreement in place will be at preferred labor rates.

We appreciate your continued and long-term confidence in our partnership. If there is anything, we can do to improve our service, please don't hesitate to contact me at your earliest convenience.

Thank You,

Jeremiah Long / Business Development  
The Waldinger Corporation  
office 515.558.9567 /mobile 515.729.2814 [jeremiah.long@waldinger.com](mailto:jeremiah.long@waldinger.com)  
*Over 100 Years of Excellence – People, Process, Productivity*

Board of Supervisor Chairperson  
Brandon Talsma

Attest - Auditor  
Dennis K Parrott



## JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

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

# Rezone Request

**Case File: R-2022-006**

**Date: 12/01/2022**

Set public hearing dates for the rezone of the parcel below from General Industrial to Agricultural to allow for the operation of a agricultural support business.

PARCEL # 08.23.201.002

Parcel C of the Southwest Quarter of the Southeast Quarter of Section 14, AND Parcel C of the West Half of the Northeast Quarter of Section 23, all in Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in the (Corrected) Plat of Survey of record in Book 1154, at page 299 in the Office of the Recorder of said County.

**Suggested Dates: 12/20/2022, 12/27/2022, and 01/03/2023**



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Kevin Luetters  
Jasper County Community Development



## Officer Training Liability Agreement

This Agreement is entered into by the County of Jasper, Iowa, hereinafter referred to as "the County" and **Kyle Letendre**, hereinafter referred to as "the Employee".

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF THE EMPLOYEE AS A LAW ENFORCEMENT OFFICER, AND TO PROVIDE TO THE COUNTY IN RETURN FOR THE TRAINING. IT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYEE AGREEMENT WHICH WOULD CONFER A PROPERTY RIGHT OF INTEREST ON THE EMPLOYEE. THIS AGREEMENT IS NOT A GUARANTEE OF EMPLOYMENT NOR DOES THIS AGREEMENT REQUIRE RE-PAYMENT IF EMPLOYEE IS INVOLUNTARILY TERMINATED OR EMPLOYEE BECOMES DISABLED.

**1) Total Training Expenses.** The County and the Employee agree that the Employee will attend the Iowa Law Enforcement Academy "(the Academy)" at the expense of the County to receive certification as a Law Enforcement Officer in accordance with the Academy's training requirements. The County shall pay the expense of training, and shall pay the Employee's regular wages during the training. The Employee agrees to be responsible for reimbursing the County in accordance with the terms for reimbursement as stated hereafter in this agreement. The expenses, which the Employee agrees to reimburse, include the County's expenditure for the Employee's mileage, food, lodging, and tuition while attending the Academy. All of these reimbursable costs are referred to generally as "total training expenses." An estimate of the cost of the total training expenses set out above is listed on Exhibit "A" which is attached hereto and by this reference incorporated into this agreement. "Total training expense" will be based on the actual cost incurred by the County, as these costs become known.

**2) Reimbursement:** In the event the Employee resigns and is employed by another Law Enforcement Agency within four years following completion of certified training, the Employee shall reimburse the County for total training expenses incurred per the following schedule. The amount of reimbursement shall be determined as follows:

- A). If the Employee resigns less than one year after being certified as a law enforcement officer, one hundred percent of the total training expenses.
- B). If the Employee resigns after one year or more but less than two years after being certified as a law enforcement officer, seventy-five percent of the total training expenses.
- C). If the Employee resigns two years or more but less than three years after being certified as a law enforcement officer, fifty percent of the total training expense.
- D). If the Employee resigns three years or more but less than four years after being certified as a law enforcement officer, twenty-five percent of the total training expenses.
- E). If the Employee resigns four or more years after being certified as a law enforcement officer, none of the total training expenses.

**3) Payment Schedule:** Payment of any training costs owed the County by the Employee shall be made in consecutive monthly payments in accordance with the following schedule:

<u>Minimum monthly payment</u>	<u>Annual percentage rate</u>
\$200	6%

The first payment shall be due thirty (30) days after the Employee's last day of employment, and on the same day each month thereafter. Interest shall commence the day after the Employee's last day of employment and shall be calculated on the unpaid principal balance to the date of each installment paid, with payments being credited first to accrued interest and then to the reduction of the principal.

**4)** This agreement may be amended or cancelled only upon written agreement of both the County and the Employee.

5) If reimbursement is not made in accordance with this agreement, the Employee understands that the County, at its option, may seek the Employee's decertification as an Iowa Law Enforcement Officer, pursuant to Iowa Code 80B.11(7) (1997).

6) **Purpose.** This agreement is for the purpose of bona fide employment and not for the purpose of achieving certification for the officer by way of "sponsorship" through the Academy.

EXHIBIT "A"

The following is an itemized list of expenses required to send an officer to thirteen weeks of certified law enforcement training at the Iowa Law Enforcement Academy:

I.	ILEA Tuition	\$6,650.00
	Meal Costs	\$1,925.00
	Defensive Tactics/PT Uniforms	\$230.00
	Pursuit Intervention Training	\$225.00
	<b>Total</b>	<b>\$9030.00</b>

Additional reimbursement for issued equipment such as body armor, uniforms etc may also apply and may be added to the total cost.

Dated at Newton, Iowa on this 15<sup>th</sup> day of December, 2022.

  
\_\_\_\_\_  
Signature of Employee

State of Iowa

County of Jasper

The foregoing instrument was acknowledged before me in my presence on this

1<sup>st</sup> day of December, 2022 by Kyle Letendre  
(Name of Employee)

who has been hired as a Jasper County Sheriff's Deputy.



Julie P. Dodds  
Notary Public

Accepted by:

County of Jasper, Iowa

John R. Halbert  
Sheriff of Jasper County

Date: 12-01-22

\_\_\_\_\_  
Chairman, Board of Supervisors

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

Attest: \_\_\_\_\_  
Auditor

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

Jasper County Treasurer  
Doug Bishop

**Jasper County Board of Supervisors**

Iowa Code 427.9 Suspension of Taxes

Please consider this a request for the suspension of taxes and special assessments on the following parcels:

2021 Tax Year    2022/2023 Payable Years

083221014	Newton	\$776.00	\$1217.00
0732300015	Colfax	\$5966.00	\$5966.00
1102482008	Colfax	\$278.00	\$11,998.00
1725427001	Monroe	\$756.00	\$3080.00
2011404005	Lynnville	\$0.00	\$2168.00
L06L11256	Newton	\$110.00	\$239.00

12/6/2022

McAninch Corporation

**CHANGE ORDER**

**1**



100 East Grand Ave Suite 350  
Des Moines Iowa 50309

Distribution:

Owner   X    
Contractor   X  

Owner: **Jasper County**  
**910 N 11th Ave.**  
**Newton, IA 50208**

Project Title	Jasper Co. Secondary Roads Liberty Ave. Yard - Phase 1	
S-H Project File Number		
Orig. Contract Amount & Date	\$185,791.00	
Change Order Number	#1	
Date	December 1, 2022	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

Respread price prior to the Erosion Control Blanket Area.  
Install 10 tons of Erosion stone to each flare for the storm sewer outlet pip in the Detension Basin.

**Topsoil  
Furnish and**

34	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
CO 1	Topsoil Respread - Area to be covered by Erosion Control Blanket	C.Y.	\$3.50	9,646.0	\$33,761.00
CO 1	Erosion Stone & Fabric at FES's	EA	\$434.42	2.0	\$868.84
<b>TOTAL</b>					<b>\$34,629.84</b>

**CHANGE ORDER SUMMARY**

The Original Contract Sum was	\$185,791.00
Net Change by previously authorized Change Orders	\$0.00
The Contract Sum prior to This Change Order was	\$185,791.00
The Contract Sum will be increased/(decreased) by this Change Order in the amount of	\$34,629.84
<b>The new Contract Sum including this Change Order will be</b>	<b>\$220,420.84</b>
Aggregate Change Order as a percent of Original Contract	18.64%
The Contract Time will be increased/(decreased) by	0 Days
The date of Final Completion as of the date of this Change Order therefore is	

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE (If applicable) AND OWNER

<b>Contractor:</b>	<b>Owner:</b>
McAninch Corporation	
Signature:	Signature:
Name: Matthew Dykstra	Name:
Title: Executive Vice President	Title:
Date:	Date:

\_\_\_\_\_  
Board of Supervisor Chairperson  
Brandon Talsma

\_\_\_\_\_  
Attest - Auditor  
Dennis K Parrott

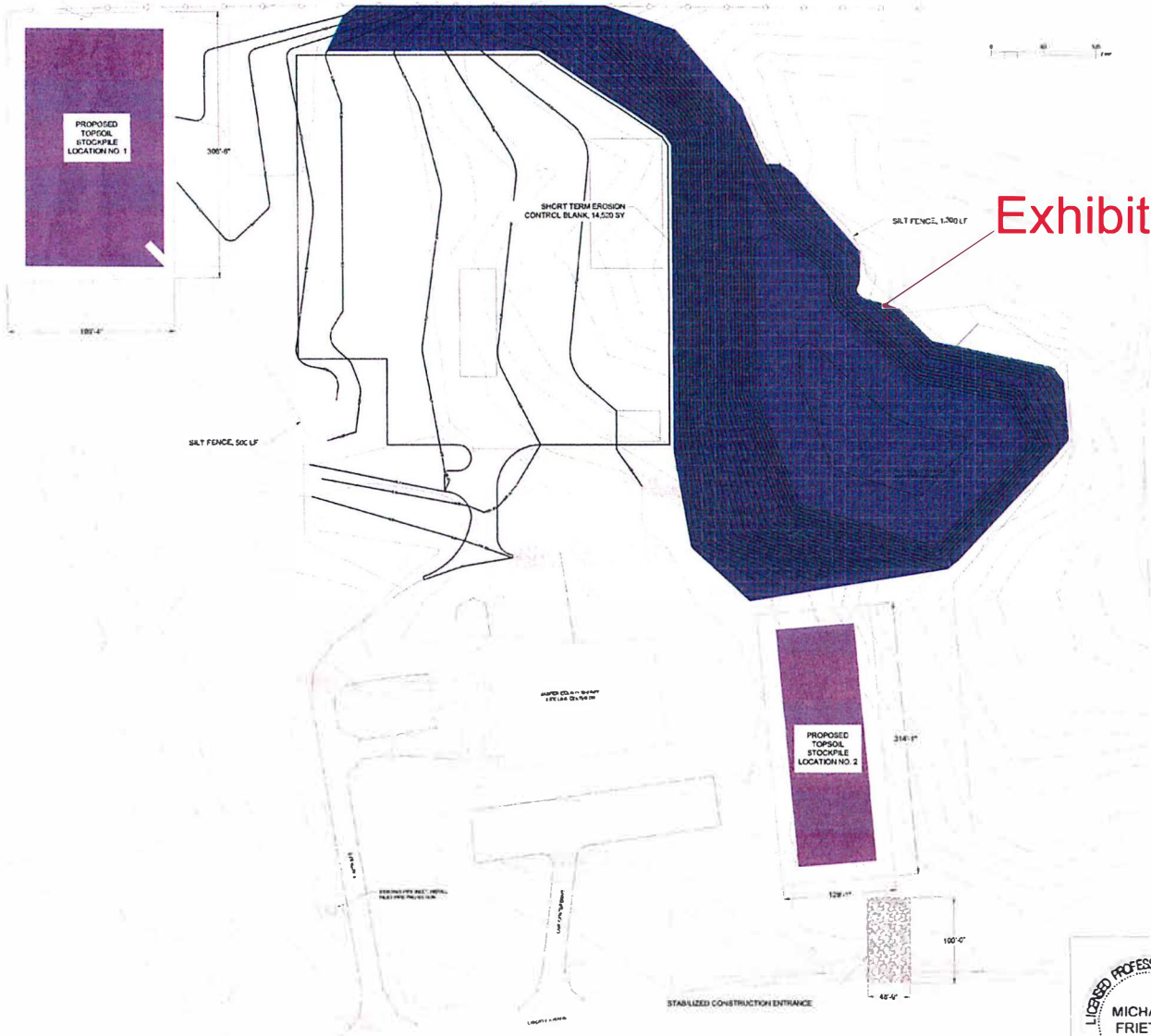


Exhibit A - Topsoil Respread



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

BY: *[Signature]* DATE: 11/16/22

MICHAEL J. FRIETSCH, P.E. 26831  
 MY LICENSE RENEWAL DATE IS DEC. 31, 2022

DRAWINGS COVERED BY THIS SEAL: 102, 104, 106  
 (ENTIRE SUBMISSION UNLESS SPECIFIED HERE)

Project No.	102
Scale	As Shown
Sheet No.	102
Drawn By	MJF
Checked By	
Approved By	
Date	11/16/22
Project Name	
Client Name	
Site Address	
City/State	
County	Jasper
Project Description	
Other Notes	





December 1, 2022



Jasper County Engineer's Office  
c/o: frk architects + engineers  
2600 Westown Parkway, Suite 340  
West Des Moines, IA 50266

Attn: Michael J. Frietsch, P.E., FMP

Re: Proposal for Subsurface Exploration  
Jasper County Maintenance Facility  
Newton, Iowa  
TEAM Proposal No. 3-6216.r1

Dear Mr. Frietsch:

TEAM Services is pleased to submit this proposal to provide our professional engineering services for the subject project. This proposal documents our understanding of the project and presents a detailed scope of services, a projected schedule, and an estimate of our fees.

**Project Information** -- Project information has been provided by you and Mr. Tom Wollan, AIA of frk architects + engineers. The project will consist of construction of a county maintenance facility to the north of the existing Sheriff's Office. Documents provided include a short set of plans of the facility and a plan for the outbuilding. The plan set shows existing and proposed elevation contours and finished floor elevations. Although two phases are shown on the plans, subsurface exploration is being requested for Phase 1 only at this time.

Major structures for the facility are as follows:

- Outbuilding: 240' x 48' building with FFE 940'. Building will be slab-on-grade with a pole barn style structure. Mostly open space accessible to overhead doors with various rooms near the south side. Minimal grading will be needed.
- Fueling Area: Assumed to be relatively light pump structures. It is understood a canopy is not planned for the fueling area. Up to 5 feet if grade increase is planned for the fueling area.
- Above-Ground Fuel Storage: Two horizontal fuel tanks are planned with supports on each of their ends. Tanks will be a 12,000 gallon diesel and a 10,000 gallon gasoline. Up to 6 feet if grade increase is planned for the fuel storage area.
- Emergency Power Generator: Assumed to be supported on a concrete pad with a low bearing pressure requirement. Minimal grading will be needed.
- Salt Storage: Will be a pole barn structure. Up to 15 feet of grade increase is planned to reach FFE. The salt storage area backs up to new slopes leading down to a stormwater

retention basin with an approximate 4:1 slope. Borings for the salt storage building have been requested, but no recommendations have been requested at this time.

An access drive from the existing Sheriff's Office pavement and gravel yard are planned. Design sections are not requested for these elements, only subgrade preparation recommendations.

**Scope of Services** – We propose to drill 7 borings for the proposed facility as shown on the attached Boring Plan. Of these, 1 boring is planned to a depth of 30 feet below the existing grade for the salt storage. The other 5 borings for structures are planned to a depth of 15 feet. The boring along the access drive will be drilled to a depth of about 5 feet. All borings will extend to their planned depths, or to auger refusal, whichever is less. Groundwater levels will be obtained during drilling operations. Borings will be backfilled with auger cuttings after obtaining water levels.

Sampling will be in accordance with our standard procedures wherein a representative number of Shelby tube samples (ASTM D 1587) are obtained in cohesive soils, and split barrel samples (ASTM D 1586) are obtained in other cohesive soil intervals, granular soil, miscellaneous fill, and weathered rock or other very stiff or hard materials. Soil samples will be obtained at approximately 2½-foot intervals in the upper 10 feet and at 5-foot intervals thereafter. Jar samples of materials from the upper foot are typically collected from the augers.

Hand penetrometer, water content, and density tests will be performed on representative portions of Shelby tube samples and water content tests will be performed on split barrel and jar samples. Atterberg limits tests will be conducted on shallow and potentially expansive soils, if encountered. All tests and drilling operations will be performed in general accordance with the applicable ASTM procedures.

A report will be prepared under the supervision of a licensed engineer addressing the available project information, our exploratory and laboratory testing procedures and results, and providing geotechnical engineering recommendations for design and construction of the proposed facility. However, no recommendations for the salt storage or for gravel/pavement design sections have been requested at this time.

Although no recommendations for the salt storage have been requested, in good conscience TEAM Services will discuss potentially problematic subsurface conditions for the structure revealed by the borings and/or caused by required grading.

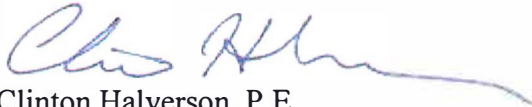
**Fees** -- We will perform the above geotechnical services for a lump-sum fee of \$6,250.00. If additional analysis and recommendations are desired in the future, such as for the salt storage building, they can be provided for additional fees. An invoice will be submitted upon completion of our services. Unless otherwise instructed, invoices will be submitted to your attention.

**Conditions** -- Items to be provided by the client include the right of entry to conduct the exploration and the locations of any private utilities existing in the area. We will call Iowa One Call for public utility location. Utilities not owned by subscribers to Iowa One Call should be identified to us. The scope of this work does not include site access difficulties such as from deep snow. If deep snow is present, a path will need to be prepared for us (provided by client or owner) or fees involved with clearing the snow would need to be paid by our client. If there are any other restrictions or special requirements regarding this site or exploration, these should also be known prior to commencing field work. Our terms and conditions are attached and should be considered a part of our proposal for services.

**Performance Schedule** – We anticipate starting fieldwork within approximately 15 to 20 working days after written notice to proceed, weather permitting. Basic laboratory testing typically requires a few days to complete. Our completed engineering report would be submitted within approximately 10 working days following completion of field and laboratory work. TEAM Services is happy to provide preliminary information prior to submission of the final report, upon request.

If in agreement with the outlined services, please sign below, and return this proposal letter to our office for notice to proceed. Thank you for the opportunity to submit this proposal. If there are any questions regarding this proposal, please do not hesitate to contact us.

Sincerely,  
TEAM Services



Clinton Halverson, P.E.  
Principal Engineer

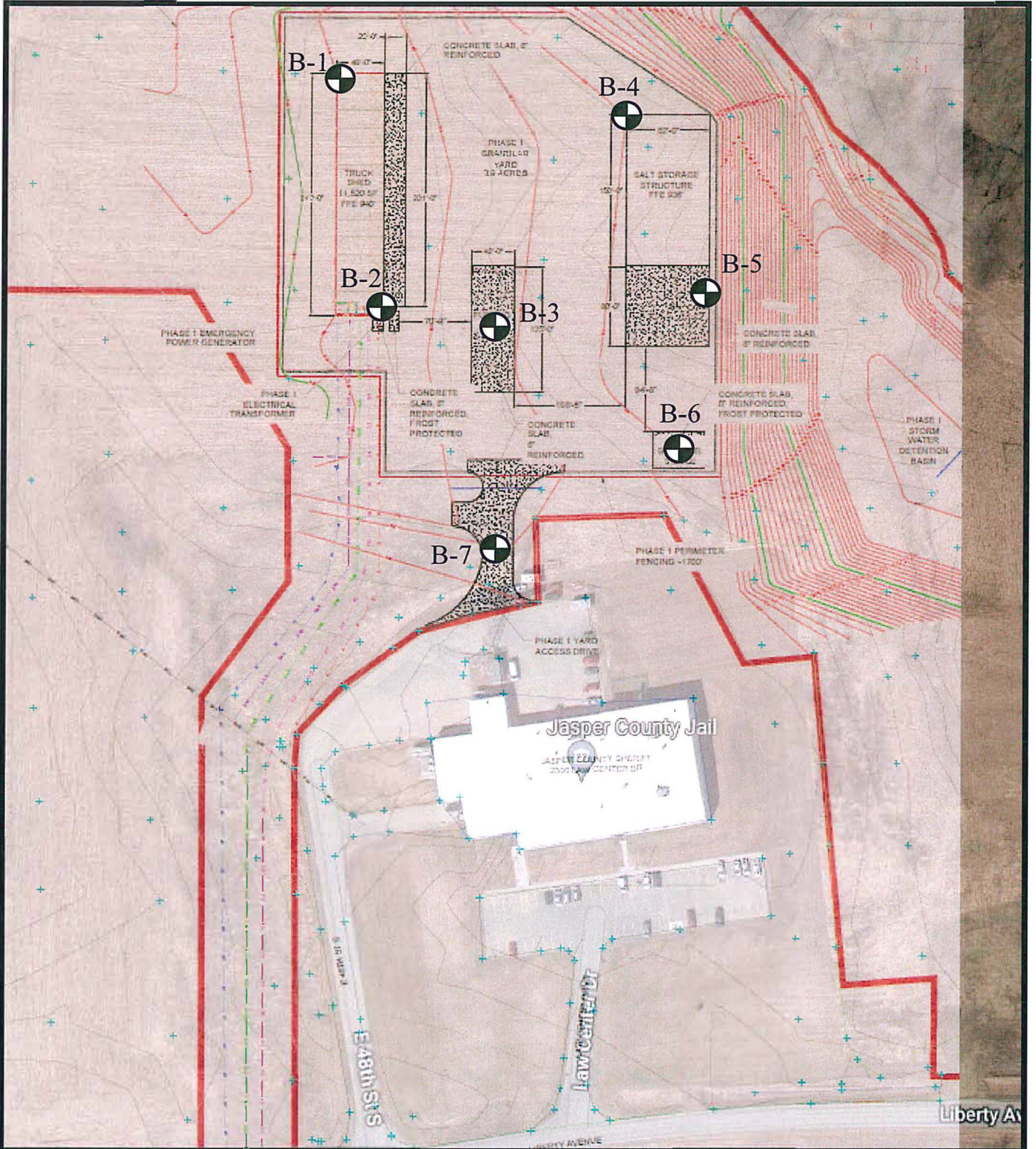
Attachments: Boring Plan, General Terms and Conditions

ACCEPTANCE

BY: \_\_\_\_\_ FOR: \_\_\_\_\_  
(Signature) (Name of Firm)

\_\_\_\_\_  
(Printed Name) DATE: \_\_\_\_\_

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



**TEAM Services, Inc.**

717 SE 6<sup>th</sup> Street  
Des Moines, IA 50309

**Jasper County  
Maintenance Facility**

Newton, Iowa  
**BORING PLAN**

Project No. 1-xxxx

November 30, 2022

## TEAM SERVICES TERMS AND CONDITIONS

**PAYMENT TERMS** \_ Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Client agrees to pay all costs associated with collection of overdue invoices, including reasonable attorney's fees.

In the event Client requests termination of the services prior to completion, a termination charge in an amount not to exceed thirty per cent of all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of TEAM Services be made. If during the execution of the services, TEAM Services is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

**INSURANCE** \_ TEAM Services maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with limits of \$1,000,000/\$1,000,000, Professional Liability Insurance in the amount of \$2,000,000 (per claim & aggregate), and Pollution Liability Insurance in the amount of \$1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TEAM Services will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

**STANDARD OF CARE** \_ The only warranty or guarantee made by TEAM Services in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

**LIMITATION OF LIABILITY** – Client agrees that TEAM Services' liability of any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or TEAM Services fee, whichever is greater. If client prefers to have higher limits on professional liability TEAM Services agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to Pay an additional consideration of two percent of our total fee, or \$200, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

**SAMPLING OR TESTING LOCATION** \_ The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in TEAM Services' report or shown on sketches are based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

**RIGHT\_OF\_ENTRY** \_ Unless otherwise agreed, Client will furnish right of entry on the property for us to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage which may result. If Client desires us to restore the property to its former condition, we will accomplish this and add the cost to our fee.

**DAMAGE TO EXISTING MANMADE OBJECTS** \_ It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. TEAM Services' field personnel are trained to recognize clearly identifiable stakes or markings in the field and without special written instructions to initiate field testing drilling and/or sampling within a reasonable distance of each designated location. If TEAM Services is cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, TEAM Services will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and save harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to TEAM Services in writing, and to reimburse TEAM Services for expenses in connection with any such claims or suits, including reasonable attorney's fees.

**SAMPLE DISPOSAL AGREEMENT** \_ Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and drilling samples or other specimens will be disposed of 60 days after submission of our report. Upon written request, TEAM Services will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

**OWNERSHIP OF DOCUMENTS** \_ All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by TEAM Services are instruments of service pursuant to this Agreement, shall be the sole property of TEAM Services. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of TEAM Services. At the request and expense of Client, TEAM Services will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the report contemplated by this Agreement.

**SAFETY** \_ Should TEAM Services provide periodic observations or monitoring services at the job site during construction, Client agrees that in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by TEAM Services is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

**SITE VISITS** \_ Client agrees that TEAM Services will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that TEAM Services will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that field services provided by TEAM Services will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision," "inspection," or "control" are used to mean periodic observation of the work and the conducting of tests by TEAM Services to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees does not mean that TEAM Services is observing placement of all materials. Full-time inspections mean that an employee of TEAM Services has been assigned for eight-hour days during regular business hours.

**GOVERNING LAW** \_ This agreement shall be governed in all respects by the laws of the State of Iowa.

Instructions on the reverse side

For period (MM/DD/YYYY) 12 / 15 / 2022 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: Fore Seasons
Physical location address: 6232 Hwy 5745. City: Newton ZIP: 50208
Mailing address: 6232 Hwy 5745. City: Newton State: IA ZIP: 50208
Business phone number: 641 792 1246

Legal Ownership Information:

Type of Ownership: Sole Proprietor [ ] Partnership [ ] Corporation [ ] LLC [x] LLP [ ]
Name of sole proprietor, partnership, corporation, LLC, or LLP J3K Investments
Mailing address: 6232 Hwy 5745 City: Newton State: IA ZIP: 50208
Phone number: 641-521-6770 Fax number: Email: ForeSeasons22@gmail.com

Retail Information:

Types of Sales: Over-the-counter [x] Vending machine [ ]
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes [ ] No [x]
Types of Products Sold: (Check all that apply)
Cigarettes [x] Tobacco [x] Alternative Nicotine Products [x] Vapor Products [x]

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store [ ] Bar [x] Convenience store/gas station [ ] Drug store [ ]
Grocery store [ ] Hotel/motel [ ] Liquor store [ ] Restaurant [x] Tobacco store [ ]
Has vending machine that assembles cigarettes [ ] Other [ ]

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Joey Lemmey Name (please print): Kendall Corbitt
Signature: [Signature] Signature: [Signature]
Date: 11-15-22 Date: 11/15/22

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit:
• Fill in the date the permit was approved by the council or board:
• Fill in the permit number issued by the city/county:
• Fill in the name of the city or county issuing the permit:
• New [x] Renewal [ ]

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
• Email: iapledge@iowaabd.com
• Fax: 515-281-7375

November 22, 2022

Tuesday, November 22, 2022, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Cupples and seconded by Talsma to open a Public Hearing for Liberty Avenue Phase 1 – Site Improvements Preliminary Plans.

YEA: TALSMA & CUPPLES

No public comments were received by the Engineer, Supervisors or Auditor. The Engineer commented on the project.

Motion by Cupples and seconded by Talsma to close the Public Hearing.

YEA: TALSMA & CUPPLES

Motion by Cupples and seconded by Talsma to waive the 2<sup>nd</sup> and 3<sup>rd</sup> Public Hearings.

YEA: CUPPLES & TALSMA

Motion by Cupples and seconded by Talsma to approve Liberty Avenue Phase 1 plans.

YEA: TALSMA & CUPPLES

The County Engineer presented to the Board the nine bids that he received for the Liberty Avenue earthwork and they are as follows:

McAninch Corp.	\$185,791
Elder Corp.	\$276,296
Wenthold Excavating	\$306,626
Boomerang Corp.	\$323,560
Concrete Professionals	\$351,629
Iowa Earth Works	\$429,090
Peterson Contractors, Inc.	\$456,360
Miller Trucking & Excavating	\$515,080
Con-Struct, Inc.	\$525,440

Motion by Cupples and seconded by Talsma to approve the low bid of \$185,791 from McAninch Corp. to do the earthwork for the Liberty Ave. project.

YEA: TALSMA & CUPPLES

The Engineer presented a plan to the Supervisors that would reorganize his front office staff. Shawna Jaggars would become the Office & Finance Manager and Nicole Williams would become the Assistant to the Engineer. Along with that, the Engineer plans to hire for a Tech position.

Motion by Cupples and seconded by Talsma to approve the Engineer's plan to reorganize his office staff.

YEA: TALSMA & CUPPLES

Motion by Cupples and seconded by Talsma to adopt Resolution 22-88 to vacate Ivory St from N 51<sup>st</sup> Ave E to the North Skunk River.

YEA: TALSMA & CUPPLES

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

Motion by Cupples and seconded by Talsma to approve the appointment of Kyle Latendre to the position of Deputy Sheriff.

YEA: TALSMA & CUPPLES

Motion by Cupples and seconded by Talsma to adopt Resolution 22-89 for Transfer Order #1485 to transfer \$24,966.50 from the 0802 – Amended JC 28E Sub-fund to the 2015 (2007) TPI Refunded fund to cover the bond payment.

YEA: TALSMA & CUPPLES

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

Motion by Cupples and seconded by Talsma to adopt Resolution 22-90 for Transfer Order #1486 to transfer \$8,971.44 from the 2011 – (2012A) Debt Fund to the 2013- (2012C) Debt Fund. The remainder of the 2012A LEC debt service fund is being transferred to the existing 2012C debt service fund.

YEA: TALSMA & CUPPLES

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

Motion by Cupples and seconded by Talsma to adopt Resolution 22-91 for Transfer Order #1487 to transfer \$40,661.48 from the General Fund to the 2080 – (2021) Solar Project Fund to cover the solar project lease payment.

YEA: TALSMA & CUPPLES

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

Motion by Cupples and seconded by Talsma to approve claims paid through 11/22/2022.

YEA: CUPPLES & TALSMA

Motion by Cupples and seconded by Talsma to approve Board of Supervisors minutes for November 15, 2022.

YEA: CUPPLES & TALSMA

Motion by Talsma and seconded by Cupples to appoint Colton James to the Zoning Board, term to expire December 31, 2025.

YEA: CUPPLES & TALSMA

Motion by Talsma and seconded by Cupples to reappoint the Supervisors to the Boards and Commissions that they served on in 2022, for year 2023.

YEA: CUPPLES & TALSMA

Motion by Cupples and seconded by Talsma to adjourn the Tuesday, November 22, 2022, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES & TALSMA