

# 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 13, 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**      **JEDCO – Jeff Davidson**  
a) Consider approval of a Letter of Engagement with Ahlers & Cooney for preparation of an Urban Renewal Plan and Development Agreement with Christensen Development
- Item 2**      **Building & Grounds – Adam Sparks**  
a) Jasper County Community Center Stand Up Cooler Repairs  
b) Jasper County Community Center Stand Up 2 Door Cooler Replacement
- Item 3**      **Community Development – Kevin Luetters**  
a) Resolution Relating to the Construction of Confinement Feeding Operation Structure
- Item 4**      **Engineer – Mike Frietsch**  
a) Federal-Aid Draft Agreement - City of Mingo – BROS-5110(602)--8J-50
- Item 5**      **Annual Urban Renewal Report, Fiscal Year 2021-2022**
- Item 6**      **Approval of Board of Supervisors Minutes for December 6, 2022**
- Item 7**      **Board Appointments**

**PUBLIC INPUT & COMMENTS**

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**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](http://www.ahlerslaw.com)**  
Nathan J. Overberg  
515.246.0329  
[noverberg@ahlerslaw.com](mailto:noverberg@ahlerslaw.com)

December 7, 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: Engagement Letter – Urban Renewal Plan and Development Agreement with Christensen Development

Dear Dennis:

The purpose of this Engagement Agreement ("Agreement") is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent Jasper County, Iowa (the "County") in connection to an Urban Renewal Plan and a development agreement with Christensen Development and the City of Newton ("City") in the Urban Renewal Area (the "Development Agreement"), in accordance with Iowa Code Chapter 403.

#### **SCOPE OF ENGAGEMENT**

1. Prepare a Joint Agreement between the County and the City authorizing the County to adopt an Urban Renewal Plan within the limits of the City;
2. Prepare the Urban Renewal Plan ("Plan") in accordance with Iowa Code Chapter 403;
3. Prepare letters of instructions, notices of meetings, and partial agendas for Board of Supervisor proceedings related to the Plan;
4. Prepare proceedings for a resolution setting the dates of a consultation and public hearing on the Plan;
5. Prepare proceedings to be used on the date fixed for a public hearing and adoption of the Plan;
6. Prepare an ordinance for the division of revenues within the Urban Renewal Area related to the Plan under Iowa Code Section 403.19 ("tax increment financing" or "TIF"), and prepare proceedings for adoption (if necessary);

7. Prepare the Development Agreement, per the terms provided to us by the County;
8. Prepare proceedings to be used for setting the date of a public hearing on the Development Agreement, and proceedings for the date fixed for the public hearing and adoption of the Development Agreement;
9. Answer questions and advise County staff and the Board throughout the adoption process for the Plan and Development Agreement; and
10. Complete a transcript file record related to the adoption of the Plan and Development Agreement.

Our duties under this Agreement are limited to those expressly set forth above. Absent a separate engagement agreement regarding one or more of the following services, the services provided and the fees charged hereunder do not include:

1. Preparing the legal descriptions to be used in the Plan or Development Agreement;
2. Defending any legal challenges to or arising out of the Joint Agreement, Plan, any TIF ordinance, or any development agreements thereunder (including the Development Agreement);
3. Confirming or calculating any potential tax increment anticipated within the Urban Renewal Area, or pursuant to a given project, or otherwise acting in a financial advisory role;
4. Drafting or approving the reinvestment district plan or performing any calculations related to reinvestment funds to be derived from the reinvestment district.
5. Administering the Urban Renewal Area or Urban Renewal Plan, any urban renewal projects, the collection of tax increment, the reinvestment district, or the Development Agreement after the adoption of the Plan and Development Agreement (and after completion of the transcript file on the Plan and Development Agreement); or
6. Any bond (finance) related services.

It is not anticipated that it will be necessary for us to personally attend Board meetings in order to accomplish our work. We will be coordinating our services with you and other County staff, as directed by the County. In the event that public hearings or litigation should occur in the course of this matter, we would expect the same to be handled by the County Attorney, unless special arrangements are made for our participation.

#### **ATTORNEY-CLIENT RELATIONSHIP**

As confirmed by the execution of this Agreement, the County will be our client and an attorney-client relationship will exist between us for purposes of providing the services listed above. Our services are limited to those contracted for in this letter and the County's execution

of this Agreement will constitute an acknowledgement of those limitations. The Firm's engagement under this Agreement will end when the Plan and Development Agreement are adopted/approved by the Board and our final invoice has been paid.

## **FEES**

I will be the attorney chiefly responsible for providing you with these legal services. However, if efficient and appropriate, we may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. Our rates are generally adjusted on an annual basis, beginning January 1 of each year. My current hourly rate is \$320, my colleague's, Jenna Sabroske, rate is \$220, and our legal assistant's rate is \$125. It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the County terminates the engagement governed by this Agreement before the completion of the services described herein, we will bill the County for the services rendered as of the date of termination based on the hourly rates of those who provided services.

## **RECORDS**

At the County's request, any documents furnished by the County will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the above referenced project will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement.

## **APPROVAL**

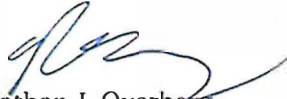
Please carefully review the terms and conditions of this Agreement. **If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the Board of Supervisors, and execute, date, and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me. As always, we appreciate the opportunity to represent the County and we look forward to working with you on this project.

Ahlers & Cooney, P.C.

Sincerely,

By:

  
Nathan J. Overberg

Accepted and approved on behalf of the Board of Supervisors of Jasper County\*

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Title: \_\_\_\_\_

\*Authorized by action of the governing body, approved on \_\_\_\_\_, 2022.

01893404-1\10747-049

Attest By: \_\_\_\_\_ Dated: \_\_\_\_\_

Title: \_\_\_\_\_



Over 100 Years of Excellence -  
People, Process, Productivity

### PROPOSAL

**Customer:** Jasper County (IA) (251210)  
Jasper County-Community Center  
(2401)  
2401 1st Avenue East  
Newton, IA 50208-4252

**Date:** 12/9/2022  
**Quote #:** 313911.1  
**Customer PO:**  
**Work Order:**

**Attention:** Adam Sparks  
Jason Vos

**Project:** Reach-in Cooler Repairs

**We propose to furnish the materials and/or perform the work described below:**

This T&M/NTE price is to replace the compressor w/start components and the condenser fan motor for the reach-in cooler. A price to replace the cooler is also being completed. The parts are currently available with our supplier. The price includes up to 1 pound of R-134a.

**We have included the following:**

- All labor during regular business hours
- Final adjustment and calibration of equipment

**We have not included:**

- All work not specifically stated in this proposal
- Asbestos abatement or hazardous waste disposal
- Parts or labor from original call
- Next day or Express shipping is not included

**All for the sum of:** three thousand eleven dollars and fifty cents  
**\$3,011.50**

This proposal is subject to the terms and conditions as shown on the attached page.  
This quote is good for 30 (thirty) day(s).

Purchaser's Acceptance:  
**Jasper County-Community Center**

Respectfully Submitted:  
**The Waldinger Corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Tim Hugeback*  
\_\_\_\_\_  
Signature

12/9/2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Tim Hugeback  
\_\_\_\_\_  
Printed Name

Attest: Jasper County Auditor  
Dennis K Parrott

## TERMS AND CONDITIONS

### **1. SCOPE OF WORK**

This Proposal, upon notice to proceed by the Purchaser, shall constitute the entire Agreement between The Waldinger Corporation and the Purchaser and supersedes any prior representations or understandings. No change or modification of any of the terms and conditions stated herein shall be binding upon The Waldinger Corporation unless accepted by The Waldinger Corporation in writing.

Unless it is specifically noted otherwise, The Waldinger Corporation's obligation under this Agreement expressly excludes any work or service associated with clean up, control, removal or disposal of environmental hazards or dangerous substances including but not limited to asbestos or PCB's discovered in or on the premises.

Unless it is specifically noted otherwise, this Proposal is based upon the use of straight time labor only.

### **2. INVOICING AND PAYMENTS**

The Waldinger Corporation may invoice Purchaser monthly for all materials delivered to the jobsite or to an off-site storage facility and for all work performed on-site and off-site. Purchaser agrees to pay The Waldinger Corporation the amount invoiced upon receipt of invoice. Invoices not paid within 30 days of the invoice date will be considered delinquent and subject to a service charge and interest computed at the maximum allowable legal interest rate.

The Purchaser agrees that he will pay and reimburse The Waldinger Corporation for any and all reasonable attorney's fees or other costs which are incurred by The Waldinger Corporation in the collection of the amounts due and payable hereunder.

### **3. WARRANTY**

The Waldinger Corporation warrants and agrees to replace any of its workmanship which is disclosed within a period of 30 Day(s) after the performance thereof to be defective. The Waldinger Corporation warrants materials and parts purchased by The Waldinger Corporation from others only to the extent the same are warranted by the suppliers thereof.

### **4. TAXES**

The price stated in this proposal includes any applicable taxes unless specifically noted otherwise. Purchasers shall pay any and all taxes as required by federal, state or local law.

### **5. COMPLIANCE WITH LAWS**

The Waldinger Corporation shall comply with all applicable federal, state or local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

### **6. LIABILITY**

The Waldinger Corporation shall indemnify the Purchaser from liabilities, losses or damages which may arise in connection with the execution of the work herein specified, and which are caused solely by the negligent act or omission of The Waldinger Corporation. Notwithstanding the foregoing, in no event shall The Waldinger Corporation be liable for any special, indirect or consequential damages which may arise in any manner in connection with the execution of the work, nor shall The Waldinger Corporation's liability under this indemnification exceed the greater of \$25,000.00 or the price of the work stated in this Proposal.

The Waldinger Corporation shall not be liable for any delay in the performance of the work resulting from or attributable to acts or circumstances beyond The Waldinger Corporation's control, including, but not limited to, acts of nature, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, owner, or other contractors or delays caused by suppliers or subcontractors of The Waldinger Corporation.





# Quote

12/01/2022



**Project:**  
Jasper County-Adam S/Two door refrigerator

**From:**  
TriMark Hockenbergs  
JP Paul  
6000 Aurora Ave.  
Des Moines, IA 50322  
402-339-8900  
5152820033 (Contact)

Job Reference Number: 48336

TriMark will make best efforts to hold above prices for 30 days, however pricing may change due to manufacturer cost increases outside of TriMark's control. TriMark reserves the right to make any corrections or adjustments due to cost increases, errors, market fluctuations, supply chain disruptions, tariffs, third party supplier changes in cost or factors outside of TriMark's control. TriMark shall be permitted to increase Pricing without Customer's and /or its Franchisees consent. TriMark will provide reasonable written notice in the form of a final NSO quote to Customer and/or Franchisee at time Franchisee payment and signed quote. TriMark reserves the right to cancel or refuse any orders based on incorrect pricing or availability.

FILED  
 DEC -9 AM 9:12  
 POLICE  
 AUDITION

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>REACH-IN REFRIGERATOR</b>  Traulsen Model No. G20010 Dealer's Choice Refrigerator, Reach-in, two-section, 46.02 cu. ft., self-contained refrigeration, (2) full-height solid doors (hinged left/right), (3) epoxy coated shelves per section (factory installed), stainless steel front, anodized aluminum sides & interior, microprocessor control with LED display, LED interior lights, 6" high casters, non-flammable R-450A refrigerant, 1/3 HP, cETLus, NSF 1 ea 3 year parts & labor and 5 year compressor warranty, standard 1 ea 115v/60/1-ph, 7.4 amps, NEMA 5-15P, standard	\$6,700.00	\$6,700.00
			<b>ITEM TOTAL:</b>	<b>\$6,700.00</b>
2	1 ea	<b>REACH-IN REFRIGERATOR</b>  True Mfg. - General Foodservice Model No. T-49-HC Refrigerator, reach-in, two-section, (2) stainless steel doors, (6) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 5.4 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR® 1 ea Self-contained refrigeration standard 1 ea Warranty - 7 year compressor (self-contained only), please visit www.Truemfg.com for specifics 1 ea Warranty - 5 year parts & labor, please visit www.Truemfg.com for specifics 1 ea Left door hinged left, right door hinged right standard 1 ea 4" stem castors, standard (adds 5" to OA height)	\$6,500.00	\$6,500.00
			<b>ITEM TOTAL:</b>	<b>\$6,500.00</b>



Merchandise	\$13,200.00
Subtotal	\$13,200.00
Tax 7%	\$924.00
Total	\$14,124.00

Standard Contract Terms & Conditions

All quotations are subject to approval by the company. The above listed prices shall be firm for 30 days. Prices shown in this quotation are for specific items, quantities, and lead times indicated.

Prices are subject to change if all of the items are not ordered, if quantities ordered differ, or if adequate lead-time is not allowed.

The prices shown in this quotation DO/DO NOT include freight charges which will be added to our invoice. This quotation does not include any fees for local permits or licenses that may be required by your municipality or state.

The prices shown in this quotation DO/DO NOT include applicable taxes, which will be added to our invoice unless a valid certificate of exemption is provided by you. Please be advised that, under state law, some items may still be taxable. In states where TriMark Hockenbergs is not registered to collect Sales Tax, it is the buyer's responsibility to pay any applicable Use Tax due to the state.

Payment terms are 50% due at time of order, 45% due prior to delivery and 5% due based on customer terms. We impose a surcharge on credit cards that is not greater than our cost of acceptance. Please be advised that a 1.5% per month FINANCE CHARGE will begin to accrue upon expiration of the above payment terms. This will amount to 18% annually.

It is our understanding that you are requesting delivery of the items on this order during the week of {T.B.D.} if this date is not correct or is missing, please provide us with a scheduled delivery date \_\_\_\_\_. If an alternative date is not provided, the date specified above is considered confirmed. In the event that the delivery date is delayed by you, or any party other than TriMark Hockenbergs, for more than two (2) weeks from the agreed upon date, you hereby agree that TriMark Hockenbergs will bill you for "stored materials".

You also agree that any payments originally due "upon delivery" will become immediately due and payable. For valuable consideration, receipt of which is hereby acknowledged, you hereby grant to TriMark Hockenbergs a security interest in the equipment described herein and any and all additions and accessories thereto, to secure payment of the total debt and any and all other obligations to TriMark Hockenbergs under this agreement. The security interest created hereby shall terminate when obligations have been paid in full.

You hereby authorize TriMark Hockenbergs to file any UCC financing statement that it deems necessary to perfect its security interest.

On capital purchases, we require a perfected security interest in the goods until they have been paid for in full. TriMark Hockenbergs will handle all of the necessary U.C.C. filings and pay for any costs associated with these filings. Upon failure of you to promptly pay or perform any of the obligations or any covenants contained or referred to herein, TriMark Hockenbergs may, at its option, declare all of the obligations immediately due and payable and then shall have all of the remedies of a secured party under the Uniform Commercial Code of the state where the equipment is located. Such remedies shall include, but are not limited to, the right to take possession of the equipment. Expenses related to repossessing, holding, repairing, or reselling the equipment, including any collection costs, reasonable attorney's fees and legal expenses, shall be the responsibility of the buyer.

No warranty of merchantability or fitness for a particular purpose, or other warranty, express, implied or statutory, nor any affirmation of fact or promise is made by Seller with respect to the goods which are sold pursuant hereto.

TRIMARK HOCKENBERGS SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES OR EXPENSES, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS, OR FROM ANY OTHER CAUSE RELATING THERETO. TriMark Hockenbergs' liability hereunder and Buyer's exclusive remedy hereunder is expressly limited to the replacement (in the form originally shipped) of goods not complying with this Agreement or, at TriMark Hockenbergs' election, to credit Buyer with an amount equal to the purchase price of such goods, whether claims are for breach of warranty, negligence or otherwise.

If you are in agreement with the aforementioned terms, prices, specifications and conditions, please sign a copy of this contract and return it to the undersigned at our offices, accompanied by any required advance payment.

Thank you for the opportunity to offer our quotation. We look forward to receiving your valued order.

TriMark Hockenbergs

Acceptance \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Project Grand Total: \$14,124.00

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

Jasper County Auditor  
Dennis K Parrott

RESOLUTION # \_\_\_\_\_

**CONSTRUCTION EVALUATION RESOLUTION**

**WHEREAS**, Iowa Code section 459.304(3) sets out the procedure if a board of supervisors wishes to adopt a “construction evaluation resolution” relating to the construction of a confinement feeding operation structure; and

**WHEREAS**, only counties that have adopted a construction evaluation resolution can submit to the Department of Natural Resources (DNR) an adopted recommendation to approve or disapprove a construction permit application regarding a proposed confinement feeding operation structure; and

**WHEREAS**, only counties that have adopted a construction evaluation resolution and submitted an adopted recommendation may contest the DNR’s decision regarding a specific application; and

**WHEREAS**, by adopting a construction evaluation resolution the board of supervisors agrees to evaluate every construction permit application for a proposed confinement feeding operation structure received by the board of supervisors between February 1, 2023 and January 31, 2024 and submit an adopted recommendation regarding that application to the DNR; and

**WHEREAS**, the board of supervisors must conduct an evaluation of every construction permit application using the master matrix created in Iowa Code section 459.305, but the board’s recommendation to the DNR may be based on the final score on the master matrix or may be based on reasons other than the final score on the master matrix;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JASPER COUNTY** that the Board of Supervisors hereby adopts this construction evaluation resolution pursuant to Iowa Code section 459.304(3).

\_\_\_\_\_  
Chair, Board of Supervisors

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

ATTEST:

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

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

July 2022

**IOWA DEPARTMENT OF TRANSPORTATION  
Federal-aid Agreement  
for a City Highway Bridge Program Project**

RECIPIENT: City of Mingo

Project No: BROS-5110(602)--8J-50

Iowa DOT Agreement No: 1-22-HBP-038

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the City of Mingo, Iowa (hereinafter referred to as the CITY) and Jasper County, Iowa (hereinafter referred to as the COUNTY) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). The CITY and COUNTY shall collectively be referred to as the RECIPIENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the City Bridge Program. In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the DEPARTMENT agrees to provide City Bridge Program funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

The RECIPIENT and the DEPARTMENT currently and previously entered into the following agreement(s) for the following funding sources related to the above referenced project:

Funding Source	Agreement No.	Project No.	Full Execution Date
City Bridge HBP	This agreement	BROS-5110(602)--8J-50	This agreement

Under this agreement, the parties further agree as follows:

1. The COUNTY shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Central Region Local Systems Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the Jasper Co Engineer, Michael Frietsch or Mayor, Gary Bartels.
3. The COUNTY shall be responsible for the development and completion of the following bridge project:
  - A. FHWA Structure Number: 198462
  - B. Location: North East Street over Stream
  - C. Preliminary Estimated Total Eligible Construction Costs: \$900,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Eligible project costs include only costs associated with actual construction costs within the eligible project construction limits.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses, are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.

6. The COUNTY shall receive reimbursement for costs of authorized and approved eligible construction project activities from City Bridge Program funds. The portion of the eligible construction project costs reimbursed by City Bridge Program funds shall be limited to a maximum of 100% of eligible costs or \$1,500,000, whichever is less. Reimbursed costs will be limited to funding made available for cities through the City Bridge Program outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum ([I.M.](#)) [1.100](#) in place at the time of this agreement being fully executed.
7. The COUNTY shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the RECIPIENT shall follow all administrative and contracting procedures required for Farm-to-Market projects.
8. The COUNTY and/or CITY shall pay for all project costs not reimbursed with City Bridge Program funds in a manner as mutually agreed upon. The COUNTY and CITY shall also provide the DEPARTMENT with a copy of their cost sharing agreement.
9. The COUNTY shall let the project for bids through the DEPARTMENT.
10. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
11. It is the intent of both (all) parties that no third-party beneficiaries be created by this agreement.
12. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
13. The project shall be let to contract within 3 years of the date this agreement is signed by the DEPARTMENT. If not, the RECIPIENT may be in default, for which the DEPARTMENT may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the RECIPIENT at least 30 days prior to the 3-year deadline.
14. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: City of Mingo

By \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_

Title \_\_\_\_\_

I, \_\_\_\_\_, certify that I am the Clerk of the City, and that \_\_\_\_\_

who signed said Agreement for and on behalf of the City was duly authorized to execute the same by virtue of a

formal Resolution duly passed and adopted by the City, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_

City Clerk of Mingo, Iowa

RECIPIENT: Jasper County

This agreement was approved by official action of the Jasper County Board of Supervisors in official session on the

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

\_\_\_\_\_  
Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION  
Highway Administration

By \_\_\_\_\_

Date \_\_\_\_\_, \_\_\_\_\_

Jenifer J. Bates, P.E.  
Urban Engineer  
Local Systems Bureau

**EXHIBIT 1**  
**General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects**

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

**1. General Requirements.**

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: [https://www.iowadot.gov/local\\_systems/publications/im/lpa\\_ims.htm](https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm). The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
  - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
  - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.



- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

## **2. Programming.**

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at [usaspending.gov](http://usaspending.gov).
- c. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

## **3. Design and Consultant Services**

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

## **4. Environmental Requirements and other Agreements or Permits.**

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.



- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa DEPARTMENT of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

## 5. Right-of-Way, Railroads and Utilities.

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in [I.M. 3.670](#), Work on Railroad Right-of-Way and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

## 6. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
  - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.
  - ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
  - iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, and execute the contract documents in Doc Express.

- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process- Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with [I.M. 5.050](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

## **7. Construction.**

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#), Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

## **8. Reimbursements.**

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been

overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
  - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
  - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

#### **9. Project Close-out.**

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in [I.M. 6.110](#), Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.



**Levy Authority Summary**

Local Government Name: JASPER COUNTY  
Local Government Number: 50

<b>Active Urban Renewal Areas</b>	<b>U.R. #</b>	<b># of Tif Taxing Districts</b>
JASPER COUNTY-AMENDED JASPER CO URBAN RENEWAL	50011	7
JASPER COUNTY-COLFAX INTERCHANGE URBAN RENEWAL	50015	4
JASPER COUNTY-COUNTY FARM URBAN RENEWAL	50016	1
JASPER COUNTY-NORTHWEST AREA URBAN RENEWAL	50020	5
JASPER COUNTY-KILLDUFF URBAN RENEWAL	50023	1
JASPER COUNTY-COLFAX URBAN RENEWAL	50024	2
JASPER COUNTY-GALESBURG URBAN RENEWAL	50025	1
JASPER COUNTY-NEWBURG URBAN RENEWAL	50026	1
JASPER COUNTY-IRA URBAN RENEWAL	50027	1
JASPER COUNTY-GUN CLUB ROAD URBAN RENEWAL	50028	2
JASPER COUNTY-COUNTRY ESTATES URBAN RENEWAL	50029	1
JASPER COUNTY-WOODS ESTATES URBAN RENEWAL	50030	1
JASPER COUNTY-CHEESE ROAD URBAN RENEWAL	50031	2
JASPER COUNTY-SUNSHINE ACRES URBAN RENEWAL	50032	1
JASPER COUNTY-MINGO URBAN RENEWAL	50033	1
JASPER COUNTY-ROCK CREEK HOMESITES URBAN RENEWAL	50034	2

**TIF Debt Outstanding:** 2,968,805

<b>TIF Sp. Rev. Fund Cash Balance as of 07-01-2021:</b>	<b>596,109</b>	<b>0</b>	<b>Amount of 07-01-2021 Cash Balance Restricted for LMI</b>
TIF Revenue:	697,636		
TIF Sp. Revenue Fund Interest:	0		
Property Tax Replacement Claims	8,555		
Asset Sales & Loan Repayments:	0		
<b>Total Revenue:</b>	<b>706,191</b>		
Rebate Expenditures:	0		
Non-Rebate Expenditures:	697,705		
Returned to County Treasurer:	0		
<b>Total Expenditures:</b>	<b>697,705</b>		
<b>TIF Sp. Rev. Fund Cash Balance as of 06-30-2022:</b>	<b>604,595</b>	<b>0</b>	<b>Amount of 06-30-2022 Cash Balance Restricted for LMI</b>

**Year-End Outstanding TIF  
Obligations, Net of TIF Special  
Revenue Fund Balance:** 1,666,505

December 6, 2022

Tuesday, December 6, 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.

Deputy Brad Shutts updated the Board on 911 activities.

Motion by Cupples and seconded by Talsma to approve the letter of Conflict Waiver concerning Ahlers & Cooney Law Firm's representation with the City of Newton as it might concern the Christensen Development Project (Legacy Project).

YEA: TALSMA & CUPPLES

Motion by Cupples and seconded by Talsma to adopt Resolution 22-92 a hiring resolution certifying the following to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Secondary Roads	Skilled Laborer	David Samson	\$23.65	Grade III / Hire-in PPME Union Scale	12/07/22

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 22-93 a hiring resolution certifying the following to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Secondary Roads	Civil Technician II	Gregory Willard	\$24.54	Grade 4 / Year 1 PPME Union Scale	01/03/23

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 an agreement between Waldinger Corporation and Jasper County for Planned Maintenance Renewal - mechanical service at the Law Enforcement Center for the next 12 months, effective November 1, 2022, through October 31, 2023 for the price of \$7,884.

YEA: TALSMA & CUPPLES

Motion by Cupples and seconded by Talsma to set Public Hearing dates for a rezoning request that includes Parcel C of SW¼ of the SE¼ of Section 14 and Parcel C of the West Half of the NE¼ of Section 23, all in Township 80 North, Range 19 West Jasper County, Iowa, from General Industrial to Agricultural, on the dates of December 20, 2022, December 27, 2022 and January 3, 2023, at 9:30 a.m. in the Supervisors Room of the Jasper County Courthouse.

YEA: TALSMA & CUPPLES

Motion by Cupples and seconded by Talsma to approve an Office Training Liability Agreement between Deputy Kyle Letendre and Jasper County.

YEA: TALSMA & CUPPLES

Motion by Cupples and seconded by Talsma to approve the suspension of taxes for 2021 Tax Year 2022/2023 Payable Years as follows:

083221014	Newton	\$776	\$1,217
0732300015	Colfax	\$5,966	\$5966
1102482008	Colfax	\$278	\$11,998
1725427001	Monroe	\$756	\$3,080
2011404005	Lynnville	\$0.00	\$2,168
L06L11256	Newton	\$110	\$239

YEA: TALSMA & CUPPLES

Motion by Cupples and seconded by Talsma to set Public Hearing dates for the Schematic Plans for Structures for Secondary Roads Liberty Avenue Yard, Phase 1, for December 20, 2022, December 27, 2022, and January 3, 2023, at 9: 30 a.m. in the Supervisors Room of the Jasper County Courthouse.

YEA: TALSMA & CUPPLES

Motion by Cupples and seconded by Talsma to approve Change Order No.1 in the amount of \$34,629.84 for Site Earthwork Contract for Secondary Roads Liberty Avenue Yard Phase 1.

YEA: TALSMA & CUPPLES

Motion by Cupples and seconded by Talsma to approve the Geotechnical Engineering Proposal by TEAM Services Geotechnical/Construction Materials for subservice exploration in the amount of \$6,250 for Secondary Roads Liberty Avenue Yard Phase 1.

YEA: TALSMA & CUPPLES

Motion by Cupples and seconded by Talsma to approve Cigarette/Tobacco/Nicotine/Vapor Permits for Fore Seasons.

YEA: TALSMA & CUPPLES

Motion by Cupples and seconded by Talsma to approve Liquor Licenses for Westwood Golf Course and Pheasants Forever.

YEA: TALSMA & CUPPLES

Motion by Cupples and seconded by Talsma to approve claims paid through 12/06/2022.

YEA: CUPPLES & TALSMA

Motion by Cupples and seconded by Talsma to approve Board of Supervisors minutes for November 22, 2022.

YEA: CUPPLES & TALSMA

There were no Board appointments.

Motion by Cupples and seconded by Talsma to adjourn the Tuesday, December 6, 2022, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES & TALSMA

Tuesday, December 6, 2022, the Jasper County Board of Supervisors met for a work session with Supervisors Talsma and Cupples present.

The County Engineer, Mike Frietsch, spoke with the Board about statement of qualifications received from construction managers at risk for Phase 1 of the Secondary Roads Liberty Avenue project.

Frietsch told the Supervisors that four construction managers would be interviewed on December 13, 2022.

Frietsch said that he was hoping for a 5 year contract for the manager that is selected.

Frietsch also told the Supervisors that there was some reason to believe that the Secondary Roads Department could be using the building on Liberty Avenue by the Spring of 2024.

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Dennis K. Parrott, Auditor

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Brandon Talsma, Chairman