

# Jasper County, Iowa Board of Supervisors

PO Box 944, Newton, IA Phone: 641-792-7016 Fax: 641-792-1053

Denny Stevenson

Doug Cupples

Brandon Talsma

**April 11, 2023**

**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 Public Hearing – Not to Exceed \$9,000,000 General Obligation Urban Renewal Capital Loan Notes**
- Authorization of a Loan Agreement and the Issuance of Notes to Evidence the Obligation of the County thereunder.
  - Resolution Instituting Proceedings to take Additional Action.
- Item 2 Sheriff – John Halferty**
- MOU between Jasper County, Iowa, and Iowa Speedway, Concerning Jasper County Enhanced Medical Services (EMS) and Facilities
  - Quotes for the Ambulance Bay Garage Doors out at the Iowa Speedway
  - Quotes for the Heating and Cooling for the Ambulance Bay out at the Iowa Speedway
  - Approval of Sheriff's Quarterly Report Ending March 31, 2023
- Item 3 Community Development – Kevin Luetters**
- Employment Agreement between Jasper County and Caldwell & Briery, PLLC Attorneys at Law to cover Iowa Code 657a Matters
- Item 4 Engineer – Mike Frietsch**
- Base One Quote
  - HSIP-SWAP Funding Agreement for F-48 W HMA Resurfacing Project HSIP-SWAP-C050(142)—FJ-50
  - FY24 County Five Year Program
- Item 5 Approval of Liquor License for Moose Lodge**
- Item 6 Set Public Hearing for FY23-24 Budget**  
*(Recommended Date and Time, April 25<sup>th</sup>, 2023, at 9:30 am in the Board of Supervisors Room)*
- Item 7 Approval of Claims paid through 04/11/2023**
- Item 8 Approval of Board of Supervisors Minutes for April 04, 2023**

## PUBLIC INPUT & COMMENTS

**Close Session requested by Jeff Davidson in Accordance with Iowa Code Section 21.5(j)** to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for the property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

- Item 9 Work Session**

**ITEMS TO INCLUDE ON AGENDA**

**JASPER COUNTY, IOWA**

Not to Exceed \$9,000,000 General Obligation Urban Renewal Capital Loan Notes

- Public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.

April 11, 2023

The Board of Supervisors of Jasper County, State of Iowa, met in \_\_\_\_\_ session, in the Supervisors Room, Jasper County Courthouse, 101 - 1<sup>st</sup> Street North, Newton, Iowa, at \_\_\_\_\_ .M., on the above date. There were present Chairperson \_\_\_\_\_, in the chair, and the following named Board Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

The Chairperson announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$9,000,000 General Obligation Urban Renewal Capital Loan Notes, of Jasper County, State of Iowa, in order to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the Legacy Plaza Urban Renewal Area, as amended, including funding construction grants for apartment improvements and hotel improvements in connection with the Newton Legacy Reinvestment District, for urban renewal purposes, and that notice of the proposed action by the Board to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes and the right to petition for an election had been published as provided by Chapters 331 and 403 of the Code of Iowa, and the Chairperson then asked the County Auditor whether any petition had been filed in the Auditor's Office, as contemplated in Section 331.306 of the Code of Iowa, and the Auditor reported that no such petition had been filed, requesting that the question of issuing the Notes be submitted to the qualified electors of the County.

The Chairperson then asked the Auditor whether any written objections had been filed by any resident or property owner of the County to the issuance of the Notes. The Auditor advised the Chairperson and the Board that \_\_\_\_\_ written objections had been filed. The Chairperson then called for oral objections to the issuance of the Notes and \_\_\_\_\_ were made. Whereupon, the Chairperson declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Chairperson declared the hearing on the authorization of entering into a Loan Agreement and the issuance of the Notes to be closed.

The Board then considered the proposed action and the extent of objections thereto.

Whereupon, Board Member \_\_\_\_\_ introduced and delivered to the Auditor the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$9,000,000 GENERAL OBLIGATION URBAN RENEWAL CAPITAL LOAN NOTES", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at this place.

Board Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Chairperson declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE  
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO  
EXCEED \$9,000,000 GENERAL OBLIGATION URBAN  
RENEWAL CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the Board of Supervisors has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$9,000,000 General Obligation Urban Renewal Capital Loan Notes, for urban renewal purposes, in order to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the Legacy Plaza Urban Renewal Area, as amended, including funding construction grants for apartment improvements and hotel improvements in connection with the Newton Legacy Reinvestment District, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the County and residents thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JASPER COUNTY, STATE OF IOWA:

Section 1. That this Board does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$9,000,000 General Obligation Urban Renewal Capital Loan Notes, for the foregoing urban renewal purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in

service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 11<sup>th</sup> day of April, 2023.

\_\_\_\_\_  
Chairperson

ATTEST:

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

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF JASPER )

I, the undersigned County Auditor of Jasper County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective County offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
County Auditor, Jasper County, State of Iowa

(SEAL)

**MEMORANDUM OF UNDERSTANDING BETWEEN JASPER COUNTY,  
IOWA AND IOWA SPEEDWAY, CONCERNING JASPER COUNTY  
ENHANCED MEDICAL SERVICES (EMS) AND FACILITIES**

1. **PARTIES AND PURPOSE.** This Memorandum of Understanding is between Jasper County, Iowa, (“Jasper County”) and the Iowa Speedway, LLC (“Iowa Speedway”). The purpose of this Memorandum of Understanding is to address details of an agreement for the use of the Infield Care Center facilities at the Iowa Speedway by Jasper County and EMS services provided by Jasper County beginning \_\_\_\_\_.
  
2. **JASPER COUNTY DUTIES AND OBLIGATIONS.** Jasper County shall be allowed to make use of Infield Care Center site at the Iowa Speedway in Newton, Iowa as a base of operations for Enhanced EMS Services for Jasper County. This use includes use of the facility and grounds of the Iowa Speedway for public safety training, including, but not limited to law enforcement, EMS, and Fire. In return for being able to utilize the facilities, Jasper County shall, at no cost to Iowa Speedway:
  - Provide EMS support for mutually agreed upon Speedway Events. Future agreements for specific events shall be done via email between the parties.
  
  - Provide facility upgrades to the Infield Care Center. Cost of these upgrades shall be paid for by Jasper County.
  
  - Maintain cleanliness of Infield Care Center and report any damage or repairs that are needed to Iowa Speedway. To the extent any damages are caused by Jasper County, they shall make such repairs at Iowa Speedway’s reasonable discretion.
  
  - During events at the Iowa Speedway, if requested, Jasper County will relinquish the Infield Care Center as needed.
  
  - Jasper County shall follow all Iowa Department of Public Health protocols required for the storage and removal of medicines, supplies, equipment, sharps, or biological and medical waste.
  
  - Jasper County shall maintain access on the property in the event of inclement weather to include but not limited to snow removal, ice treatment, and reasonable driveway access in the event they choose to utilize some of the gravel entrances located in exhibit A.
  
  - Iowa Speedway encourages daily patrols by Jasper County of the Iowa Speedway property, while Jasper County Employees are on shift, but does not hold Jasper County liable for incidents such as but not limited to theft, vandalism, or trespassing by an unknown party should such incident occur.



- Jasper County shall ensure restricted access to the property while onsite utilizing the property for their base operations. Advising employees leaving gates open and unattended is not permissible without speedway personnel approval or functions taking place.

3. **IOWA SPEEDWAY DUTIES AND OBLIGATIONS.** Under this agreement, Iowa Speedway shall allow Jasper County to store and stage EMS operations at the Infield Care Center at the Iowa Speedway. Including, the parking of EMS Response Vehicles, supplies and equipment. In addition, the Iowa Speedway shall allow:

- Jasper County EMS personnel to use the office space at the Infield Care Center. Iowa Speedway shall pay for all utilities related to the facilities, provided if utility costs increase by more than five percent from the applicable month in the previous year, Jasper County shall reimburse Iowa Speedway for such increase.

Iowa Speedway may offer EMS equipment and supplies upon mutual agreement and availability.

- Iowa Speedway shall provide keys to the infield care center, gates, and electronic programed key fobs to Jasper County Employees for access to the property. Jasper County shall be responsible for retrieving such equipment should county employee resign or is terminated of their position.

4. **REMEDIES OF THE PARTIES.** Jasper County and Iowa Speedway are entitled to utilize any and all remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain a judgment for costs and reasonable attorney fees. However, prior to any actions at law or in equity, the parties shall make a good faith effort to work with each other on a solution and provide notice of issues in writing.

5. **MODIFICATION OF MEMORANDUM OF UNDERSTANDING.** This Memorandum of Understanding may be modified by written agreement between the parties.

6. **TERMINATION.** This Memorandum of Understanding may be terminated by written notice to either party by providing written notice to the other party. Notice shall be provided to the other party no later than six (6) months prior to the termination.

7. **PRE-2-YEAR TERMINATION PENALTY.** If this agreement is terminated by Iowa Speedway within the first two years of the date of its ratification, Iowa Speedway shall pay 50% of the mutually agreed upon costs back to Jasper County associated with the upgrades to the Infield Care Center authorized under this agreement done by Jasper County.

8. **INDEMNIFICATION.** To the extent permissible by law, Jasper County agrees to indemnify, defend and hold harmless Iowa Speedway, its parents, their subsidiaries, limited liability and affiliated companies, and their respective shareholders, members, directors,

officers, employees, and agents (“Indemnified Parties”) from any and all claims of liability, including reasonable attorney’s fees and costs, whether by reason of (i) injury to or death of the person or of damage to the property of another or otherwise arising in connection with any use of the premises by Jasper County, its contractors, subcontracts and Jasper County invitees, or any third party entering the Premises; (ii) the negligent acts or omissions of Jasper County or its employees in connection with Jasper County’s use of the Premises; or (iii) any default or breach of this Agreement by Jasper County. The Indemnified Parties shall have the right to retain their own counsel, in which case those reasonable attorney’s fees shall be covered by Jasper County’s indemnity obligations as set forth above. This paragraph shall survive termination or expiration of this Agreement. Jasper County shall not be held liable for damage to Iowa Speedway done by third parties while Jasper County is utilizing the facilities. In the event of Iowa Speedway supplying EMS equipment or supplies to Jasper County, Iowa Speedway shall not be held liable for any damages due to the use of such equipment or supplies.

9. **JURISDICTION AND VENUE.** The validity, interpretation and performance of this Agreement shall be governed by the laws of the Iowa and the venue for all disputes shall be Jasper County, Iowa.
10. **RESERVATION OF RIGHTS.** Iowa Speedway reserves all rights not expressly granted to Jasper County in this Agreement.
11. **INSURANCE.** To the extent allowed by law, upon execution of this Agreement, Jasper County agrees to secure and maintain with a reputable company:
- A. Medical Professional Liability Coverage: Jasper County shall secure and maintain throughout the duration of this agreement, medical professional liability policy with a combined single limit of not less than \$ \_\_\_1 million\_\_\_ per occurrence.
  - B. Commercial General Liability Coverage: Jasper County shall secure and maintain throughout the duration of this agreement, commercial general liability policy (including personal injury and contractual liability) with a combined single limit of not less than \$ \_\_\_1 million\_\_\_ per occurrence; \$ \_\_\_2 million\_\_\_ aggregate naming the Indemnified Parties as additional insured.
  - C. Automobile Coverage: Jasper County shall secure and maintain throughout the Term motor vehicle (including hired, owned, and non-owned) liability insurance on any vehicle to be used at or in connection with the performance of this Agreement, with coverage limits of not less than \$ \_1 million\_\_\_\_\_ per occurrence.
  - D. Workers Compensation: Vendor further agrees to secure and maintain throughout the Term Workers Compensation insurance, including employer’s liability, with minimum limits equal to the statutory requirements for all states of operation hereunder.

E. Such certificate of insurance shall specifically state that the insurance is primary and non-contributory over any other insurance that may be available to an Indemnified Party, and that a waiver of subrogation shall apply in favor of the Indemnified Parties. Should the above-described policy(ies) be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**12. LICENSE.** Notwithstanding anything herein to the contrary, whether expressed or implied, this Agreement constitutes a license with respect to Iowa Speedway facility, and does not grant any leasehold or any other interest in real property.

**13. INTERPRETATION.** Nothing contained herein shall be construed to create or constitute any employment, agency, partnership, franchise or joint venture arrangement by and between the parties, and neither party has the power or authority, express or implied, to obligate or bind the other party whatsoever. This Agreement constitutes the entire Agreement between the parties hereto concerning the subject matter hereof, and supersedes all prior correspondence, conversations and negotiations between the parties. Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party contributed to the drafting of this Agreement and had an opportunity to be represented by counsel. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise shall accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; however, if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be deemed ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement, which shall remain in full force and effect. No failure of either party to object or to take affirmative action with respect to any conduct of the other party, which is in violation of the terms hereof or nonperformance hereunder, shall be deemed a waiver of any subsequent default of nonperformance. No waiver shall be effective unless in writing, signed by the party or parties to which the performance or duty is owed. This Agreement shall not be amended, modified or abrogated, except upon written agreement, executed by that party or those parties whose rights or obligations are being amended, modified or abrogated.

**14. FORCE MAJEURE.** If Jasper County's use of the premises is prevented or omitted in its entirety by Iowa Speedway because of an act of God, inevitable accident, fire, lockout, strike or other labor dispute; riot or civil commotion; act of governmental instrumentality (whether federal, state, local or foreign); failure or delay of transportation facilities; or for any other reason beyond the reasonable control of Iowa Speedway, then Iowa Speedway shall be relieved of any obligations owed under this agreement.

**WHEREFORE**, Iowa Speedway, LLC and Jasper County, Iowa have caused this Agreement to be executed by their duly authorized representatives.

JASPER COUNTY

IOWA SPEEDWAY

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Brandon Talsma, Chairman  
Jasper County Board of Supervisors  
Jasper County, Iowa

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Pat Warren  
Midwest Regional President

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John Halferty, Sheriff  
Jasper County Sheriff Office  
Jasper County, Iowa

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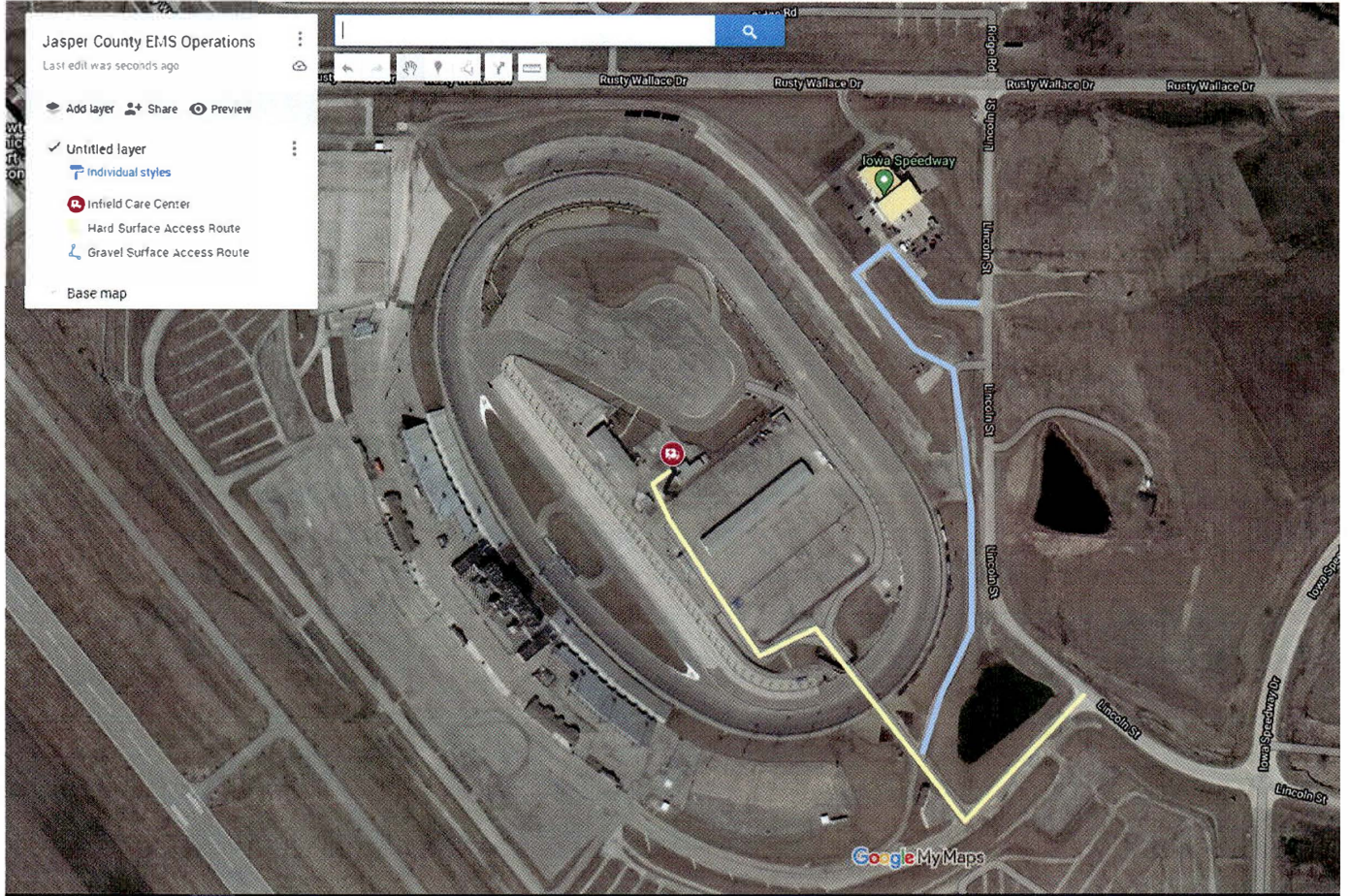
Tyler Clement  
Director of Iowa Speedway, LLC

ATTEST:

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Jenna Jennings, Auditor  
Jasper County, Iowa

Exhibit A



The Door Doctor, Inc.  
432 West St.  
Grinnell, IA 50112 US  
(641)236-9655  
ineedthedoordoctor@gmail.com  
<http://www.ineedthedoordoctor.com>



**Residential and Commercial  
Overhead Doors and Openers**

## Estimate

### ADDRESS

Iowa Speedway  
Newton, IA 50208

ESTIMATE # 4756

DATE 03/18/2023

ACTIVITY	QTY	RATE	AMOUNT
<b>Sales</b> 12'x10' rolling steel polyurethane slat insulated R-7.2 door installed with jamb seal, removal of existing door, liftmaster commercial jackshaft hoist mount operator installed with remote, wall station, and photo eyes	2	14,500.00	29,000.00T
color: white			
4-5 week lead time			
1/2 down payment required to order			
		<b>SUBTOTAL</b>	29,000.00
		<b>TAX (0.07)</b>	2,030.00
		<b>TOTAL</b>	<b>\$31,030.00</b>

Accepted By

Accepted Date

Attest

## PROPOSAL

<b>CUSTOMER: Iowa Speedway</b> Address: 3333 Rusty Wallace Dr City: <b>Newton</b> State: <b>Iowa</b> Zip: <b>50208</b> Phone: 641-417-9737 Email: <a href="mailto:tclement@iowaspeedway.com">tclement@iowaspeedway.com</a>	<b>PROJECT: Ambulance Bay</b> Address 1: Address 2: City:                                              State: <b>Iowa</b> Zip:
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<b>Submitted To:</b> Tyler Clement	<b>Proposal Date:</b> 3/7/2023	<b>Proposal #:</b>
<b>Submitted By:</b> Brian Simmons	Commercial Sales                      515-443-5865	Brian.simmons@dhpacer.com
<b>Addendums Acknowledged:</b>	<b>Drawings Dated:</b>	<b>Specifications Dated:</b>

**Scope of Work:**

Furnish and Install:  
 Qty. 2 – Raynor IF (22) 12’X10’ Duracoil Insulated Rolling Steel Doors  
 Qty. 2 – Raynor CSH211 Control Hoist 2.0 Lack Shaft Operators

**Sell Price: \$18,923.00(no tax included)**

**Price Valid for 14 Days**

**Options and Special Notes:**

Remove and Haul Away Old Doors  
 Install New Doors and Operators  
 Gray in Color  
 Interior Face Mounted  
 Front Mount Operator on Right Side  
 High Cycle Springs  
 1 1/4” Solid Shaft  
 Hood Baffle and Guide Vinyl  
 110V Single Phase  
 Safety Brake  
 Monitored Photo Eyes

The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer’s continued credit status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

Buyer acknowledges and agrees that each and all of the terms and conditions on Attachment A (**TERMS AND CONDITIONS**) are a part of this Proposal and that upon Buyer’s acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. **DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.**

**BUYER ACCEPTANCE**

	/ /	
<small>TYPE OR PRINT NAME OF BUYER</small>	<small>ACCEPTANCE DATE</small>	<small>REFERENCE #</small>

This is my authorization to proceed with the above stated work at the base price of **Enter text..**

<small>SIGNATURE of: <input type="checkbox"/> Owner    <input type="checkbox"/> Partner    <input type="checkbox"/> Officer (indicate which)</small>	<small>TITLE</small>

ATTEST                      Jenna Jennings, Jasper County Auditor

## Attachment A: TERMS AND CONDITIONS

**Terms.** The products ("Products") described in this contract and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

**Condition Precedent.** Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

**Scope of Work.** Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein.

Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer.

**Proposal Price.** Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products.

If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law.

If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorneys' fees incurred by Seller whether or not a lawsuit for collection is instituted, and all other costs of collection and litigation.

**Contract Time.** Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance regardless of cause.

**Work Performance.** Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller.

If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product.

Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller.

If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore.

Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work.

No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

**Cancellation.** In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation.

In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

**Insurance.** Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller.

Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

**Alterations.** Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

**Permits and Licenses.** Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

**Warranties.** Seller warrants the Product sold to be free from defects in material and workmanship under normal and intended use and service. This warranty extends only to the Buyer and expires one year after the date of delivery or installation of the Product by Seller.

Parts and labor for service work are warranted for the following periods: All replacement parts 90 days; labor-service 30 days. Seller's sole obligation is limited to repairing or replacing any parts which shall be determined by Seller to be defective and is conditioned upon Buyer giving notice of any such defect to Seller within the warranty period. If Seller concludes that repair or replacement is necessary, Seller will commence work within a reasonable time after the decision to repair or replace is made.

This warranty does not apply to any Product which has been altered or repaired by any person not authorized by the Seller or which has been subjected to misuse, neglect or accident.

Seller assumes no liability for incidental or consequential damages. Warranties implied by law are limited to duration to one year period described above.

Wood Products will be guaranteed only if properly protected within 10 days of delivery or installation by Seller with a prime and finish coat of manufacturer's recommended paint.

No warranty will be honored unless the Proposal Price has been paid in full, including any applicable service charges.

**Modification of Proposal.** Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**Governing Law.** It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.



**From:** Dustin Huffaker <[dustinhuffaker332@gmail.com](mailto:dustinhuffaker332@gmail.com)>

**Sent:** Wednesday, April 5, 2023 11:34 AM

**To:** Clement, Tyler <[tclement@iowaspeedway.com](mailto:tclement@iowaspeedway.com)>

**Subject:** Quote For Garage doors

**WARNING: This email originated outside of NASCAR Enterprises, LLC.**

**DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.**

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2 - 12x10 garage doors

Amarr 2432 insulated steel doors

2 - medium duty commercial openers

Liftmaster T-50

2 - transmitter

Keyless entry

Materials and labor \$8331.00

Approved By

Attest:



200 N. 8<sup>TH</sup> AVE. E. / P.O. BOX 1022  
NEWTON, IOWA 50208  
PHONE: 641-792-2387  
www.brookermech.com

Tyler Clement  
Iowa Speedway  
RE: Ambulance Storage Climate Control

We are pleased to provide you a quote for the above referenced project. Following will be our scope of work.

Provide and install two 18,000 BTU Heat Pump and two Indoor Air Handlers with 8kw Heat Strips in each. Units to have individual thermostatic control. Power wiring by others.

**Total Cost \$18,400.00**

**Thank you for the opportunity to quote this project. If you have any questions, please contact our office.**

**EXISTING MATERIALS BEING REPLACED TO BECOME PROPERTY OF: BROOKER CORPORATION**

OUR WORK WILL BE PERFORMED IN THE HIGHEST WORKMAN-LIKE MANNER AND WILL COMPLY WITH EXISTING GOVERNING CODES AND REGULATIONS. ALL LABOR FURNISHED BY US WILL BEAR A ONE YEAR WARRANTY FROM DATE OF INSTALLATIONS. FIXTURES AND EQUIPMENT FURNISHED BY US WILL CARRY WARRANTIES OF MANUFACTURES AND WILL BE EXPLAINED PRIOR TO ACCEPTANCE OF PROPOSAL OR AS LISTED BELOW.

PRICE AND TERMS: THE BELOW AMOUNT IS DUE AND PAYABLE UPON COMPLETION OF WORK PERFORMED. INTEREST AT 1.5% PER MONTH(18% ANNUALLY) WILL BE CHARGED ON ALL PAST DUE AMOUNTS WITH A MINIMUM CHARGE OF 50 CENTS FOR ANY BALANCE UNDER \$35.00.

THE PRICE IS SUBJECT TO CHANGE AFTER 30 DAYS FROM THE DATE OF THE PROPOSAL UNLESS SIGNED BY BOTH THE CONTRACTOR AND PURCHASER.

<b>CONTRACTOR: BROOKER PLUMBING &amp; HTG.</b>		<b>PURCHASER:</b>	
BY: Doug Cook	DATE: 3/28/23	BY:	DATE:

ATTEST: \_\_\_\_\_  
Jenna Jennings,

# Mechanical System Recommendation



Date: 2-23-2023  
 Job Name: 2 - Ductless heat pumps  
 At: Iowa Speedway

Jack Reeves  
 Owner  
 Jack@ReevesHeatingandCooling.com

641-787-7567  
 2570 W 12th St N  
 Newton, IA 50208

To: Chief Deputy Rozendaal +  
 Address: Tyler Clement

Items Included In Recommendation			
Installation Material	Yes	Cutting	Yes
Installation Labor	Yes	Patching	Yes
Electrical Wiring Control ONLY	NO	Digging	No
Necessary Plumbing Condensate	NO	Required Permits	Yes
Gas Piping	NO	Vent Piping	NO

We recommend the following equipment:

2 - Carrier ductless high heat capable heat pump condensing units model 38MARBC024AA3  
 Units to be mounted high on North side of building. Outdoor units to have field supplied  
 wind baffles to help heating capacity in high wind sub-zero temperatures.

2 - Carrier ductless high wall indoor heads to be mounted high on North side of building,  
 Condensate to be piped in 3/4" PVC down wall to ground.

Electrical requirements - 208/230 Volt - Single phase - 30 amp recommended breaker size for  
 each system - By others and NOT included in this quote.

Cooling efficiency = 21.5 SEER

Heating efficiency = 12 HSPF

Cooling rated capacity = 24,000 BTU = 2 Ton each

Heating maximum capacity at 5°F outdoor temperature = 25,400 BTU

2 - Carrier Connect Wi-Fi 4.3 touch screen thermostats - Wall mounted

2 - Carrier DHS interface modules - Wall mounted

Alerts - Notification through SMS text and email of any critical issues.

Commercial Warranties = 5 year limited on compressors and parts  
 1 year limited on labor

Thank you for the opportunity to quote this bid.

Existing equipment being replaced, if any, to be property of

N/A  
 (Dealer / Purchaser)

## REASONS TO BUY

1. Licensed, Bonded and Insured.
2. We service all makes and models of equipment.
3. Phone answered 24 hours, 7 days a week.
4. Extended warranty on all equipment installed.
5. We sell - We service - We care.
6. Continuing education program for all personnel.
7. We service all makes and models of equipment.
8. Proper design and installation join to give you trouble free operation for a better return on your investment.
9. Quality service at a reasonable price.

Our work will be performed in the highest skilled manner and will comply with existing governing codes and regulations. All labor on new equipment furnished by us will bear a one year warranty from the date of installation. All material and equipment furnished by us will carry the printed manufacturer warranty. This warranty will be explained to you before acceptance of this proposal.

**PRICE AND TERMS**

A. Cash <u>A</u> on completion.
B. _____ 1/2 payment now.
C. _____ 1/2 payment day of completion.
D. _____ monthly draws on work completed
<b>Add 3% to total price if paying by credit card.</b>

	Tax	Total
Heating Equipment } <u>Carrier Ductless x 2</u>	<u>NO</u>	<u>\$ 14,668.00</u>
Air Conditioner Equip. }		
Plumbing Equipment		
Other Equipment		

Unless signed by purchaser price subject to change <u>10</u> days from following date.	TOTAL PRICE	<u>\$ 14,668.00</u>
	Payment terms	<u>"A"</u>

Dealer	<u>Reeves Heating and Cooling, Inc.</u>	Purchaser	
By	<u>Jack Reeves</u>	By	
Date	<u>2-23-2003</u>	Date	

Attest \_\_\_\_\_  
Jenna Jennings, Jasper County Auditor

**JASPER COUNTY SHERIFF'S  
REPORT OF RECEIPTS AND DISBURSEMENTS  
For the 3rd Quarter Ending**

Item 2d  
April 11, 2023

March 31, 2023  
**JAN-FEB-MAR**

**FY: 2022-2023  
QTR: 3rd**

**RECEIPTS:**

Fees	\$	36,604.08
Mileage	\$	11,164.50
Miscellaneous to Treasurer	\$	60,320.37
Board/Care Prisoners	\$	41,855.00
Work Release & Prisoner Reimb	\$	5,482.16
C/W Permits County	\$	6,140.00
Purchase Permits	\$	400.00
DARE Trust Fund	\$	-
DARE Reimbursement	\$	-
Miscellaneous	\$	473.65
Sex Offender Registry	\$	200.00
Prisoner's Phone	\$	4,485.94
K-9	\$	-
In House Detention	\$	-
Drug Task Force Reimbursement	\$	-
Tobacco Compliance Checks	\$	-
Forfeiture Money	\$	-
Concessions/Comm	\$	-
Overpayment-\$5 or less	\$	31.96
Donations - Reserve Deputy	\$	-
Inmate Medical Reimbursement	\$	1,251.66
Motor Vehicle Inspection Fee	\$	-
Miscellaneous Trusts	\$	89,766.05
C/W Permits to State IDPS	\$	1,535.00
Condemnations	\$	-
Sheriff's Sale	\$	105,206.52
<b>APPLIED RECEIPTS for the Qtr TOTAL</b>	<b>\$</b>	<b>304,596.52</b>
(Deposited within date range, but receipt paid is not in date range)	\$	-
<b>{DEPOSITS FOR THE QTR}</b>	<b>\$</b>	<b>304,596.52</b>

**DISBURSEMENTS:**

County Treasurer Receipts	\$	108,088.95
Clerks of Court	\$	67,177.01
Garnished Funds (other)	\$	-
C/W Permits to IDPS	\$	1,535.00
Miscellaneous Trusts	\$	5,780.62
Sheriff's Sale	\$	105,206.52
MT Disbursed	\$	17,123.29

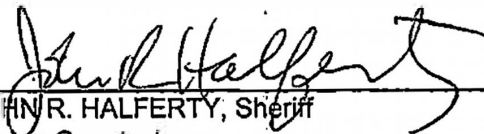
**\*\* DISBURSEMENTS for the QTR TOTAL \$ 304,911.39**

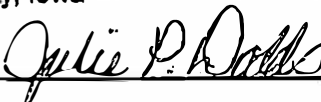
JASPER COUNTY AUDITOR  
2023 APR -5 AM 10:38  
FILED

<b>BALANCE ON HAND BEGINNING OF QUARTER</b>	\$	8,703.65
<b>Total Receipts</b>	\$	304,596.52
<b>Total Disbursements</b>	\$	304,911.39
<b>BALANCE ON HAND END OF QUARTER</b>	\$	8,388.78

I, the undersigned, do hereby certify that the report given above is a correct report of fees and expenses charged, and of collections and disbursements by me as Sheriff during the specified period.

Dated this 31<sup>st</sup> day of March, 2023.

  
JOHN R. HALFERTY, Sheriff  
Jasper County, Iowa

prepared by 

EMPLOYMENT AGREEMENT

**JASPER COUNTY**

And

**CALDWELL & BRIERLY, PLLC  
ATTORNEYS AT LAW**

THIS AGREEMENT is for the retention of legal services for JASPER COUNTY, IOWA in abandoned buildings matters, to be performed by CALDWELL & BRIERLY, PLLC, ATTORNEYS AT LAW.

THIS AGREEMENT is for the period beginning March 4, 2023, to March 3, 2024.

Any legal services rendered by CALDWELL & BRIERLY, PLLC to JASPER COUNTY, IOWA will be billed at an hourly rate. The rate is herein specified for services provided by Gilbert R. Caldwell III is \$260.00 (Two-Hundred Sixty Dollars) per hour for out-of-court services, \$310.00 (Three-Hundred Ten Dollars) per hour for in-court services and \$180.00 (One-Hundred Eighty Dollars) per hour for legal assistant services. Costs advanced on behalf of Jasper County will be itemized in the monthly statements.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CALDWELL & BRIERLY, PLLC

JASPER COUNTY, IOWA

By:   
Gilbert R. Caldwell III

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

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

**CALDWELL & BRIERLY, PLLC**  
ATTORNEYS AND COUNSELORS AT LAW

GILBERT R. CALDWELL, III  
gcaldwell@lawyeriowa.com  
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EDWARD G. PARKER  
eparker@lawyeriowa.com  
\* \* \*  
Dennis F. Chalupa (1944 – 2013)

211 FIRST AVENUE WEST  
P.O. BOX 726  
NEWTON, IOWA 50208

Telephone: 641-792-4160  
Fax: 641-792-2410  
www.lawyeriniowa.com

March 23, 2023

Kevin Luetters  
Community Development Director  
Jasper County Community Development  
315 W. 3<sup>rd</sup> St. N., Ste. 150  
Newton, IA 50208

**Re: Employment Agreement**


Dear Mr. Luetters:

Enclosed is a renewal of the Employment Agreement between Jasper County and our firm. The agreement is for the period March 4, 2023 to March 3, 2024. Please review and upon acceptance, please sign and return the original to us in the enclosed self-addressed stamped envelope.

We are pleased to be able to continue to offer our services to Jasper County. If you have any questions, please call. Thank you.

Very truly yours,

CALDWELL & BRIERLY, PLLC

By:   
Gilbert R. Caldwell, III

# TEAM LAB



**"INNOVATIVE SOLUTIONS"**

**TO:** Jasper Co. IA  
Attn: Michael Frietsch

**FROM:** John Yineman  
Team Laboratory

**DATE:** March 21, 2023

**SUBJECT:** BASE ONE® Buy 5 – 275 gallon totes and get 1 – 275 gallon tote Free

**AMOUNT:** 5 x 275 = 1375 gallons of BASE ONE®

**PRICE:** \$25.75 per gallon x 1375 gallons = 35,406.25

**FREIGHT:** \$600.00 Shipped to County Shop

If you have any questions, feel free to contact John Yineman 563-590-4790

Approved By: \_\_\_\_\_

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



June 2018

**IOWA DEPARTMENT OF TRANSPORTATION**  
**Agreement for Highway Safety Improvement Program - Secondary Federal-aid Swap Project**

Recipient: Jasper County

Project No.: HSIP-SWAP-C050(142)--FJ-50

Iowa DOT Agreement No.: 1-23-HSIP-SWAP-009

This is an agreement between Jasper County, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Highway Safety Improvement Program (HSIP) - Secondary, Federal-aid Swap funds. Iowa Code Section 306A.7 provides 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.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide HSIP Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated for this project.

Under this agreement, the parties further agree as follows:

1. The Recipient 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 persons will be the Local Systems Project Development Engineer, Christy VanBuskirk and Central Region Local Systems Field Engineer, Brian J. Catus. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following described HSIP project:  
County Road F48 Improvements from South Skunk River to City of Newton corporate limits
4. Eligible project activities will be limited to the following: 2-ft paved shoulders with safety edge, shoulder and centerline rumble strips, guardrail, grooved pavement markings, and new curve and chevron warning signs and posts(enter eligible project activities here).
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from HSIP Federal-aid Swap funds. The portion of the project costs reimbursed by HSIP Federal-aid Swap funds shall be limited to \$965,000. The Recipient shall be responsible for all ineligible costs and all eligible costs in excess of this limit.
6. The Recipient shall pay for all project costs not reimbursed with HSIP Federal-aid Swap funds.
7. The Recipient shall let the project for bids through the Department.
8. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
9. It is the intent of both parties that no third party beneficiaries be created by this agreement.
10. The project shall be let to contract before October 1, 2027. If not, this agreement may become null and void. This deadline may be extended for a period of 12 months upon receipt of a written request from the Recipient at least 30 days prior to the deadline.
11. 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 acceptance of the Department and the Recipient.

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

---

**County Signature Block**

This agreement was approved by official action of the Jasper County Board of Supervisors in official session on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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County Auditor

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Chair, County Board of Supervisors

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**IOWA DEPARTMENT OF TRANSPORTATION  
Highway Administration**

By \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_\_

Brian J. Catus, P.E.  
Local Systems Field Engineer  
Central Region

**EXHIBIT 1**  
**General Agreement Provisions for use of Federal-aid Swap 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 Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: [https://iowadot.gov/local\\_systems/publications/im/lpa\\_ims](https://iowadot.gov/local_systems/publications/im/lpa_ims). The RECIPIENT shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, 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.
- 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 pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504.
- d. The RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any 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 acceptance process, plan and construction reviews, and funding participation.
- e. 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, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the RECIPIENT shall submit a written request for acceptance to the DEPARTMENT. The DEPARTMENT will notify the RECIPIENT when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the DEPARTMENT's administering bureau shall be considered acceptance for construction. The DEPARTMENT will notify the RECIPIENT when acceptance is granted.

**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 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 applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

**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.
- 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.
- c. The RECIPIENT shall obtain agreements from utility companies as needed. The RECIPIENT shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" 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 and Adjustment of Utilities on the 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.**

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
- b. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- c. 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 acceptance 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, execute the contract documents and return to DEPARTMENT.

Note: The DEPARTMENT may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- 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 will not be turned in for bid letting until the DEPARTMENT has reviewed and accepted 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 written notice that the DEPARTMENT has concurred in the contract award.

## 7. Construction.

- a. 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. The RECIPIENT's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the 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.
- c. 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. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. 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: <https://www.iowadot.gov/erl/index.html>.
- 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.

## 8. Reimbursements.

- a. The RECIPIENT will be initially responsible for all project costs. 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 semi-annually 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, if possible, but no later than August 15.
- 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. 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 total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the 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 funds received; for example, Federal funds not received through FHWA, 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.

**9. Project Close-out.**

- a. Acceptance of the completed construction shall be with the concurrence of the DEPARTMENT. 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 review, 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 may result in loss of funds and the ability to let future projects through the DEPARTMENT; reimbursed funds shall be returned, and a possible suspension may be placed on the RECIPIENT from receiving funds from the DEPARTMENT on future projects until the RECIPIENT has demonstrated responsible management of funds on roadway 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 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 this documentation available at all reasonable times for review by the DEPARTMENT. Copies of this documentation shall be furnished by the RECIPIENT if requested. Such documentation shall be retained for at least 3 years from the date of the DEPARTMENT's signature of the DEPARTMENT's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT.

## SECONDARY ROADS FIVE YEAR PROGRAM

Iowa Department of Transportation  
SECONDARY ROADS FIVE YEAR PROGRAM

County: Jasper County  
Fiscal Year: 2024  
Version: Original

COUNTY CERTIFICATION	
The detailed construction program for the secondary road system was adopted by the Board of Supervisors on _____	_____
	Date
ATTESTED	
_____ County Auditor	_____ Date
_____ County Engineer	_____ Date
_____ Chairperson, Board of Supervisors	_____ Date
IOWA DOT PROGRAM APPROVALS	
Recommended Approval: _____ OLS Reviewer	_____ Date
Approval: _____ Director of Local Systems	_____ Date

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## SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
FM-C050(140)--55-50 Pavement Improvements - E 125th St N 37407	On E 125TH ST N, from US Hwy 6 N 1.6 miles to N 39th Ave E  21 / 80 / 17	122 1.600 miles	Previous	\$0 364 Bituminous Seal Coat FM	Local						\$600
					FM	600					
					Special						
					FA						
FM-C050(139)--55-50 HMA Resurfacing - Poplar Ave 52709	On Poplar Ave, from 1487' E of W 116th St E 0.7 miles to Prairie City CL  3 / 78 / 21	200 0.700 miles 601985	Previous	\$0 366 HMA Paving FM	Local						\$600
					FM	600					
					Special						
					FA						
FM-C050(138)--55-50 HMA Resurfacing - Quicksilver Ave 52710	On Quicksilver, from 1500' E of IA 163 SE 1.3 miles to Monroe CL  23 / 78 / 20	49 1.300 miles	Previous	\$0 366 HMA Paving FM	Local						\$975
					FM	975					
					Special						
					FA						
BROS-5110(602)--8J-50 Bridge Replacement - F04 49766	In the city of Mingo, On N E ST, Over SMALL NATURAL STREAM, from E Main St N 0.2 miles S3 T80 R21  3 / 80 / 21	344 0.000 miles 198462	Previous	\$0 320 Bridges FA	Local						\$1,500
					FM						
					Special						
					FA	1,500					
					SWAP						



## SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
BROS-C050(136)--8J-50 Bridge Replacement - E19 38753	On Eagle St, Over INDIAN CREEK, from Elk Ave N 0.2 miles S27 T81N R21  27 / T81N / R21	miles 199690	Previous	\$0 320 Bridges FA	Local						\$2,000
					FM						
					Special						
					FA	2,000					
					SWAP						
BRS-C050(137)--60-50 Bridge Replacement - C08 49764	On S 62, Over N. SKUNK RIVER, from N 107th Ave W N 0.1 miles S5 T81 R19  5 / 81 / 19	753 0.000 miles 199080	Previous	\$0 320 Bridges FA	Local						\$1,600
					FM						
					Special						
					FA	1,280					
					SWAP	320					
L-C050(B15)--73-50 Local Bridge Replacement 49783	On N 75TH AVE E, Over BURR OAK CREEK, from E 84th St N E 0.6 miles S34 T81 R18  34 / 81 / 18	29 0.000 miles 199000	Previous	\$50 320 Bridges Local	Local	120					\$120
					FM						
					Special						
					FA						
					SWAP						
L-C050(S25)--73-50 Local Bridge Replacement 49767	On S 112TH AVE E, Over SMALL STREAM, from E 64th St S E 0.3 miles S30 T78 R18  30 / 78 / 18	39 0.000 miles 195461	Previous	\$50 320 Bridges Local	Local	120					\$120
					FM						
					Special						
					FA						
					SWAP						

## SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
L-C050()-73-50 HMA Resurfacing - E 142nd St S 52882	On E 142nd St S, from S 12th Ave E S 0.4 miles to End of Road  2 / 79 / 17	11 0.400 miles	New	\$0 366 HMA Paving  Local	Local	440					\$440
					FM						
					Special						
					FA						
L-C050(K05)-73-50 Local Bridge Replacement w/ Pipe Culvert - K05 52887	On E 132ND ST S, Over TURNER CREEK, from Killdeer Ave N 0 miles S4 T79 R17  4 / 79 / 17	63 0.000 miles 196230	New	\$50 331 Pipe Culverts Local	Local	130					\$130
					FM						
					Special						
					FA						
L--73-77 HMA Resurfacing - NE 120th St (Polk) W 148th St S (Jasper) 53397	On W 148TH ST S, from F- 48WN 0.5 miles to NE 58 Ave  7 / 79 / 21	46 0.500 miles	New	\$0 366 HMA Paving  Local	Local	60					\$60
					FM						
					Special						
					FA						
FLAP-C050()-6L-50 Improved Access to Neal Smith NWR 52884	W 129th St S IA 163 to S 102nd Ave W, S 96th Ave W to Pacific St., S 102nd Ave W to end, S 88th Ave W bridge  17 / 78 / 21	16 5.700 miles	New	\$0 320 Bridges  FA	Local						\$1,875
					FM						
					Special						
					FA	1,875					
					SWAP						

## SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
FLAP-C050(133)--6L-50 Pavement Improvements - W 129th St S and S 96th Ave W 52885	W 129TH ST S from IA 163 S 2.4 miles to S 96th Ave W and S 96th Ave W from W 129th St S E 2 miles to Pacific St  17 / 78 / 21	26 4.400 miles	New	\$0 364 Bituminous Seal Coat FA	Local						\$0
					FM						
					Special						
					FA						
STP-S-C050(131)--5E-50 HMA Resurfacing - F-48 W from Bridge N03 to Newton CL 23673	On F-48 W, from Bridge N03 (NBIS 30401) E 5.8 miles to Newton CL  31 / 80 / 19	2260 5.800 miles	Previous	\$0 366 HMA Paving FA	Local						\$4,500
					FM	1,635					
					Special						
					FA	1,900					
FM-C050()-55-50 HMA Resurfacing - T-38 N from I80 N to US 6 E 52711	On T-38 N, from I 80 W N 1.7 miles to US 6 E  26 / 80 / 17	10 1.700 miles  31260	Previous	\$0 366 HMA Paving FM	Local						\$1,275
					FM		1,275				
					Special						
					FA						
BRS-C050(132)--60-50 Bridge Replacement - T06 51166	On F 62, Over NORTH SKUNK RIVER, from E 160th St S W 0.6 miles S12 T78 R17  12 / 78 / 17	1068 0.000 miles 30840	Previous	\$0 320 Bridges FA	Local						\$3,500
					FM						
					Special						
					FA		2,800				
					SWAP		700				

## SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
BROS-C050()-5F-50 Bridge Replacement - D05 49765	On N 107TH AVE W, Over CLEAR CREEK, from W 100th ST N E 1.2 miles S5 T81 R20  5 / 81 / 20	48 0.000 miles 199310	Previous	\$0 320 Bridges FA	Local						\$1,500
					FM						
					Special						
					FA		1,500				
					SWAP						
L-C050(K15)-73-50 Local Bridge Replacement 49842	On S 36TH AVE E, Over SUGAR CREEK, from HWY T- 38 S E 0.8 miles S12 T79 R17  12 / 79 / 17	20 0.000 miles 196331	Previous	\$100 320 Bridges Local	Local		300				\$300
					FM						
					Special						
					FA						
					SWAP						
L-C050(C05)-73-50 Local Bridge Replacement 49784	On N 115TH AVE W, Over SNIPE CREEK, from E 12th St N W 1.1 miles S4 T81 R19  4 / 81 / 19	49 0.000 miles 199050	Previous	\$100 320 Bridges Local	Local		200				\$200
					FM						
					Special						
					FA						
					SWAP						
L-C050(N17)-73-50 Local Bridge Replacement 49786	On S 52ND AVE W, Over SMALL STREAM, from W 68th St S E 0.7 miles S23 T79 R20  23 / 79 / 20	10 0.000 miles 197210	Previous	\$50 320 Bridges Local	Local		110				\$110
					FM						
					Special						
					FA						
					SWAP						

## SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total	
						Year	1st	2nd	3rd	4th		
						FY 2024	FY 2025	FY 2026	FY 2027	FY 2028		
L-C050(L25)--73-50 Local Bridge Replacement 49769	On S 60TH AVE E, Over ELK CREEK, from E 84th St S W 0.2 miles S28 T79 R18  28 / 79 / 18	39 0.000 miles 196741	Previous	\$100 320 Bridges Local	Local		200					\$200
					FM							
					Special							
					FA							
					SWAP							
L--73-63 Local Bridge Replacement - S33 53247	On COUNTY LINE RD, Over BRANCH SKUNK RIVER, from E 88th St S W 0.2 miles S3 T77 R18  3 / 77 / 18	74 0.000 miles 240840	New	\$30 320 Bridges Local	Local		60					\$60
					FM							
					Special							
					FA							
					SWAP							
FLAP-C050()-6L-50 Pavement Improvements - W 129th St S 52890	On W 129TH ST S, from S 96th Ave W S 1.0 miles to S 102nd Ave W  17 / 78 / 21	16 1.000 miles	New	\$0 364 Bituminous Seal Coat FA	Local							\$0
					FM							
					Special							
					FA							
					SWAP							
FLAP-C050()-7L-50 Pavement Improvements - S 102nd Ave W 52891	On S 102ND AVE W, from W 129th St S E .5 miles to End of Road  17 / 78 / 21	16 0.500 miles	New	\$0 364 Bituminous Seal Coat FA	Local							\$0
					FM							
					Special							
					FA							
					SWAP							

## SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
STP-S-C050()-SE-50 HMA Resurfacing - F-48 W from IA 117 N to Bridge N03 38755	On F-48 W, Over IAIS RR, from IA 117 N E 2.8 miles to Bridge N03 (NBIS 30401)  4 / 79 / 20	10 2.800 miles	Previous	\$0 366 HMA Paving  FA	Local						\$2,100
					FM		1,600				
					Special						
					FA		500				
L-C050(R01)-73-50 Local Bridge Replacement 49770	On E 40TH ST S, Over REASNOR CREEK, from S 76th Ave E S 0.1 miles S1 T78 R19  1 / 76 / 19	39 0.000 miles 195581	Previous	\$100 320 Bridges Local	Local			200			\$200
					FM						
					Special						
					FA						
L-C050(l18)-73-50 Local Bridge Replacement 49785	On INDIGO AVE, Over COON CREEK, from Kellog E 0.1 miles S24 T80 R18  24 / 80 / 18	87 0.000 miles 197840	Previous	\$100 320 Bridges Local	Local			200			\$200
					FM						
					Special						
					FA						
L-C050(B02)-73-50 Local Bridge Replacement 45874	On E 84TH ST N, Over SMALL STREAM, from N 107th Ave W N 0.4 miles S4 T81 R18  4 / 81 / 18	5 0.000 miles 198861	Previous	\$60 320 Bridges Local	Local			130			\$130
					FM						
					Special						
					FA						
					SWAP						

## SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
LFM-C050(O10)--7X-50 Local Bridge Rehab - O10 32218	On County Road F48, Over Small Stream, along WLINE S10 T79 R21  Installing box culvert under existing bridge deck 10 / 79 / 21	1250 0.010 miles 30370	Previous	\$100 320 Bridges Local	Local			200			\$200
					FM						
					Special						
					FA						
					SWAP						
L-C050(B07)--73-50 Local Bridge Replacement 49841	On N 99TH AVE E, Over ALLOWAY CREEK, from E 84th St N W 0.3 miles S16 T81 R18  16 / 81 / 18	10 0.000 miles 198921	Previous	\$60 320 Bridges Local	Local			130			\$130
					FM						
					Special						
					FA						
					SWAP						
FLAP-C050()-7L-50 Bridge Replacement - P01 49840	On S 88TH AVE W, Over WALNUT CREEK, from W 117th St S W 0.2 miles S9 T78 R21  9 / 78 / 21	24 0.000 miles 195950	Previous	\$0 320 Bridges FA	Local						\$0
					FM						
					Special						
					FA						
					SWAP						
STP-S-C050()-5E-50 HMA Resurfacing - F-48 W from Collfax to Polk CL 44674	On F48 W, Over , from Polk County E 5.3 miles to West CL of Monroe  11 / 79 / 21	1470 5.300 miles 30370	Previous	\$0 366 HMA Paving  FA	Local						\$5,000
					FM			1,000			
					Special						
					FA			4,000			
					SWAP						

## SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
FM-C050()-55-50 HMA Resurfacing - Republic Ave 37404	On Republic Ave, from Monroe CL E 4.8 miles to E 40th St S  31 / 78 / 19	120 4,800 miles	Previous	\$0 366 HMA Paving FM	Local						\$1,200
					FM				1,200		
					Special						
					FA						
					SWAP						
BROS-C050()-8J-50 Bridge Replacement - I07 49768	On F 27, Over NORTH SKUNK RIVER, from N 55th Ave E S 0.1 miles S8 T80 R18  8 / 80 / 18	99 0.000 miles 197730	Previous	\$0 320 Bridges FA	Local						\$2,000
					FM						
					Special						
					FA				2,000		
					SWAP						
L-C050(R20)-73-50 Local Bridge Replacement 50970	On W 24TH ST S, Over BUCK CREEK, from S 112th Ave W S 0.3 miles S30 T78 R19  30 / 78 / 19	99 0.000 miles 195740	Previous	\$70 320 Bridges Local	Local				150		\$150
					FM						
					Special						
					FA						
					SWAP						
L-C050(L12)-73-50 Local Bridge Replacement 50971	On E 84TH ST S, Over PRAIRIE CREEK, from S 44th Ave E S 0.3 miles S16 T79 R18  16 / 79 / 18	69 0.000 miles 196630	Previous	\$100 320 Bridges Local	Local				250		\$250
					FM						
					Special						
					FA						
					SWAP						



## SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
L-C050(N22)--73-50 Local Bridge Replacement 50974	On F 58, Over SQUAW CREEK, from W 92nd St S W 0.5 miles S30 T79 R20  30 / 79 / 20	99 0.000 miles 197240	Previous	\$70 320 Bridges Local	Local				150		\$150
					FM						
					Special						
					FA						
					SWAP						
L-C050(L01)--73-50 Local Bridge Replacement 50975	On S 12TH AVE E, Over SMALL STREAM, from E 60th St S E 0.3 miles S5 T79 R18  5 / 79 / 18	99 0.000 miles 196530	Previous	\$70 320 Bridges Local	Local				150		\$150
					FM						
					Special						
					FA						
					SWAP						
L-C050(T04)--73-50 Local Bridge Replacement 50976	On E 132ND ST S, Over SMALL STREAM, from Temple Ave S 0.6 miles S4 T78 R17  4 / 78 / 17	87 0.000 miles 195010	Previous	\$70 320 Bridges Local	Local				150		\$150
					FM						
					Special						
					FA						
					SWAP						
FM-C050()-55-50 PCC Unbonded Overlay - F-27 E from E136th St N to T-38 N 52898	On F 27, from E 136th St N E 1.5 miles to T 38  10 / 80 / 17	31 1.500 miles	New	\$0 367 PCC Paving  FM	Local						\$1,500
					FM					1,500	
					Special						
					FA						
					SWAP						

**SECONDARY ROADS FIVE YEAR PROGRAM**

						Accomp	Priority Years					
						Year	1st	2nd	3rd	4th		
Project Number	Location	AADT	Status	Day Labor		FY	FY	FY	FY	FY	Total	
Project Name	Description of Work	Length	FM	Type of Work		2024	2025	2026	2027	2028		
Project ID	Section / Township / Range	Federal ID	Transfer	Project Type	Fund							
L-C050(E16)-73-50 Local Bridge Replacement 49782	On N 95TH AVE W, Over SILVER CREEK, from W 140th St N W 0.6 miles S18 T81 R21  18 / 81 / 21	34 0.000 miles 199620	Previous	\$50 320 Bridges Local	Local						100	\$100
					FM							
					Special							
					FA							
					SWAP							

**SECONDARY ROADS FIVE YEAR PROGRAM**

<b>Fund</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
SWAP	\$1,285,000	\$700,000	\$0	\$0	\$0
FM	\$3,810,000	\$2,875,000	\$1,000,000	\$1,200,000	\$1,500,000
Local	\$870,000	\$870,000	\$860,000	\$850,000	\$100,000
FA	\$8,555,001	\$4,800,002	\$4,000,001	\$2,000,000	\$0

Tuesday, April 4, 2023, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Stevenson, Talsma, and Cupples present and accounted for; Chairman Talsma presiding.

Lt. Shutts from the Sheriff's Office spoke about the Racom Proposal for the Vandalia Tower site, County Engineer Radios, and 120 pagers for EMS/Fire personnel in the County. The total amount would be split out over three fiscal years at 0% interest.

Motion by Cupples, seconded by Stevenson to accept the Racom Proposal for \$1,131,243.94 divided out to \$377,081.31 to be paid over three fiscal years with the 1<sup>st</sup> payment coming out of the remaining ARPA funds for the ALS program and the remaining 2<sup>nd</sup> and 3<sup>rd</sup> year payments coming from the debt service levy.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Stevenson, seconded by Cupples to approve P25 Radio System Purchase Agreement with Racom.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Stevenson, seconded by Cupples to adopt Resolution 23-25 for Jasper County Conservation Environmental Education Center Destination Iowa Program Funds 2023.

YEA: STEVENSON, TALSMAS, CUPPLES

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

Motion by Stevenson, seconded by Cupples to approve Destination Iowa Grant Agreement.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Cupples, seconded by Stevenson to adopt Resolution 23-26, a hiring resolution certifying the following appointment 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>
Elderly Nutrition	2 <sup>nd</sup> Cook	Susan Valtman	\$15.36	Hire In Rate Union Scale per MOU	04/10/2023

YEA: STEVENSON, TALSMAS, CUPPLES

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

Motion by Cupples, seconded by Stevenson to set Public Hearing dates for Parcel #06.14.300.011 Rezone Request from Agricultural to Rural Residential with recommended dates and time, April 18<sup>th</sup>, April 25<sup>th</sup>, and May 2<sup>nd</sup>, 2023, at 9:30 a.m. in the Board of Supervisors Room.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Cupples, seconded by Stevenson to table the agreement for Allender Butzke Engineers Inc for Geotechnical Exploration on Bridge E19 (on Eagle Street over Indian Creek) until further notice.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Cupples, seconded by Stevenson to approve the agreement with Allender Butzke Engineers Inc for Geotechnical Exploration on Bridge C08 (on S62 over North Skunk River) in the amount of \$10,300.00.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Cupples, seconded by Stevenson to approve Baxter Comfort Solutions Application for Adopt-A-Highway from Restland Cemetery to 8778 Hwy F17W.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to adopt Resolution 23-27 authorizing Jasper County, Iowa, to enter into the Settlement Agreements with Teva Pharmaceutical Industries, Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc.

YEA: STEVENSON, TALSMA, CUPPLES

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

Motion by Stevenson, seconded by Cupples to set a Public Hearing for FY22-23 Current Budget Amendment with recommended date and time of April 18<sup>th</sup>, 2023, at 9:30 a.m. in the Board of Supervisors Room.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to contribute \$600.00 for the ISAC Soil Compaction Study.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to approve Board of Supervisor's minutes for March 28, 2023.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to enter into a Close Session requested by Scott Nicholson in Accordance with Iowa Code Section 21.5(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in the litigation.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to come out of Closed Session.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to take the recommendation of the County Auditor to send back \$7,464.96 to T-Mobile for tower lease payments from September, October, and November 2022 that were incorrectly sent to Jasper County after the Annex Building was sold.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to enter into a Close Session requested by Jeff Davidson in Accordance with Iowa Code Section 21.5(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for the property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to come out of Closed Session.

YEA: STEVENSON, TALSMA, CUPPLES

A work session was held to discuss the final budget. The County Auditor brought up making it public and accepting bids on the County farm grass that could be baled for hay. The Auditor will put together a bid package to begin in August when the rest of the crop ground is up.

Motion by Cupples, seconded by Stevenson to adjourn the Tuesday, April 4, 2023, meeting of the Jasper County Board of Supervisors.

YEA: STEVENSON, TALSMA, CUPPLES

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Jenna Jennings, Auditor

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Brandon Talsma, Chairman