

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

June 27, 2023

9:30 a.m.

www.jasperia.org

Live Stream: <https://zoom.us/j/8123744948>

Meeting ID: 812 374 4948

Dial In: +1-646-931-3860

-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 for FY22-23 Current Budget Amendment

- a) Resolution for an Amendment of Current Budget FY22-23
- b) Appropriation Resolution

Item 2 Elderly Nutrition – Kelli Van Manen

- a) Colfax Senior Center Contract
- b) Monroe City Hall Contract

Item 3 Engineer – Mike Frietsch

- a) Bids for Site Lighting Poles and Area Lights (Liberty Avenue Yard)

Item 4 RAGBRAI 2023

Item 5 Approval of Cigarette/Tobacco/Nicotine/Vapor Permit

- a) Izaak Walton League
- b) Exit 173 Inc. "Iowa's Best Burger Café"
- c) Fore Season's Sports Bar

Item 6 Engagement Letter – Reinvestment District Ordinance for Legacy Plaza

Item 7 Set Public Hearing Dates for An Ordinance Establishing the Newton Legacy Reinvestment District Pursuant to Iowa Code Section 15J.4(4)

(Recommended Dates & Time, July 11th, July 18th, and July 25th, 2023, at 9:30 am in the Board of Supervisors Room)

Item 8 Resolution Approving Transfer Order 1496

Item 9 Approval of Claims paid through June 26, 2023

Item 10 Approval of Board of Supervisors Minutes for June 20, 2023

PUBLIC INPUT & COMMENTS

After Regular Meeting:

RFP Presentation

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
JASPER COUNTY				
Fiscal Year July 1, 2022 - June 30, 2023				
The JASPER COUNTY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023				
Meeting Date/Time: 6/27/2023 09:30 AM		Contact: Teresa Arrowood		Phone: (641) 792-7016
Meeting Location: Jasper County Board of Supervisors Room Jasper County Courthouse				
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals .				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	16,488,803	0	16,488,803
Less: Uncollected Delinquent Taxes - Levy Year	2	170,000	0	170,000
Less: Credits to Taxpayers	3	500,000	0	500,000
Net Current Property Tax	4	15,818,803	0	15,818,803
Delinquent Property Tax Revenue	5	880	0	880
Penalties, Interest & Costs on Taxes	6	40,000	0	40,000
Other County Taxes/TIF Tax Revenues	7	2,443,880	0	2,443,880
Intergovernmental	8	11,119,502	0	11,119,502
Licenses & Permits	9	140,300	0	140,300
Charges for Service	10	1,434,777	0	1,434,777
Use of Money & Property	11	175,227	0	175,227
Miscellaneous	12	831,694	0	831,694
Subtotal Revenue	13	32,005,063	0	32,005,063
Other Financing Sources:				
General Long-Term Debt Proceeds	14	0	0	0
Operating Transfers In	15	5,016,231	0	5,016,231
Proceeds of Fixed Asset Sales	16	1,550,000	0	1,550,000
Total Revenues & Other Sources	17	38,571,294	0	38,571,294
EXPENDITURES & OTHER FINANCING USES				
Operating:				
Public Safety and Legal Services	18	9,257,791	1,285,400	10,543,191
Physical Health and Social Services	19	2,004,654	15,000	2,019,654
Mental Health, ID & DD	20	0	0	0
County Environment & Education	21	1,739,905	0	1,739,905
Roads & Transportation	22	12,718,530	0	12,718,530
Government Services to Residents	23	1,883,252	0	1,883,252
Administration	24	9,138,242	3,500	9,141,742
Nonprogram Current	25	35,770	0	35,770
Debt Service	26	1,418,953	0	1,418,953
Capital Projects	27	4,759,350	155,000	4,914,350
Subtotal Expenditures	28	42,956,447	1,458,900	44,415,347
Other Financing Uses:				
Operating Transfers Out	29	5,016,231	0	5,016,231
Refunded Debt/Payments to Escrow	30	0	0	0
Total Expenditures & Other Uses	31	47,972,678	1,458,900	49,431,578
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32	-9,401,384	-1,458,900	-10,860,284
Beginning Fund Balance - July 1, 2022	33	26,023,161	0	26,023,161
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0
Fund Balance - Nonspendable	35	0	0	0
Fund Balance - Restricted	36	14,230,503	0	14,230,503
Fund Balance - Committed	37	0	0	0
Fund Balance - Assigned	38	0	0	0
Fund Balance - Unassigned	39	2,391,274	-1,458,900	932,374
Total Ending Fund Balance - June 30, 2023	40	16,621,777	-1,458,900	15,162,877
Explanation of Changes: ARPA, ALS program, Advertising, Admin Building Cap Proj, Pass-Through Grants, Community Outreach				

RESOLUTION NO. _____

APPROPRIATION RESOLUTION

WHEREAS, it is desired to make appropriations for each of the different officers and departments for the fiscal year 2022-23 in accordance with Section 331.434, subsection 6, of the Code of Iowa.

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

Section 1. Amounts authorized for the fiscal 2022-23 budget adopted March 29, 2022, are hereby appropriated to the departments or offices as itemized in the attached schedule, pursuant to the Code of Iowa, Section 331.434, subsection 6.

Section 2. Subject to the provisions of other county procedures and regulations, and applicable state law, the appropriations authorized under Section 1 shall constitute authorization for the department or officer listed to make expenditures or incur obligations from the itemized fund, effective July 1, 2022.

Section 3. In accordance with Section 331.437, Code of Iowa, no department or officer shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money for any purpose in excess of the amounts appropriated pursuant to this resolution.

Section 4. If at any time during the 2022-23 budget year the Auditor shall ascertain that the available resources of a fund for that year will be less than said fund's total appropriations, the Auditor shall immediately so inform the Board and recommend appropriate corrective action.

Section 5. The Auditor shall establish separate accounts for the appropriations authorized in Section 1, each of which account shall indicate the amount of the appropriation, the amounts charged thereto, and unencumbered balance. The Auditor shall report the status of such accounts to the applicable departments and officers monthly during the 2022-23 budget year.

Section 6. All appropriations authorized pursuant to this resolution lapse at the close of business June 30, 2023.

ATTACHMENT

01-Board of Supervisors	\$	-
02-Auditor	\$	-
03-Treasurer	\$	-
04-Attorney	\$	-
05-Sheriff	\$	1,262,400
07-Recorder	\$	-
14-Attorney's Forfeiture	\$	-
15-Sheriff's Forfeiture	\$	23,000
20-Engineer	\$	-
21-Veterans Affairs	\$	-
22-Conservation	\$	-
23-Board of Health	\$	15,000
25-Dept of Human Services	\$	-
26-Animal Control	\$	-
31-District Court	\$	-
33-County Library	\$	-
38-Elderly Nutrition	\$	-
50-Human resources	\$	3,500
51-Maintenance	\$	155,000
52-Information Systems	\$	-
53-Comm Dev/Zoning	\$	-
54-Economic Development	\$	-
55-Geographic Info Systems		
59-Community Services	\$	-
60-Mental Health	\$	-
99-Nondepartmental	\$	-

Grand Total \$ 1,458,900

Resolution adopted this _____ day of _____, 2023.

Brandon Talsma, Chairman

Attest:

Jenna Jennings, Auditor

**AGREEMENT BETWEEN JASPER COUNTY, IOWA AND
THE COLFAX COMMUNITY SENIOR CITIZENS CENTER, COLFAX, IOWA**

SUBJECT OF AGREEMENT: Use of facilities of the Colfax Community Senior Citizens Center for Title III C Elderly Nutrition Program.

Agreement is made this _____ day of _____ 2023 by and between Jasper County, Iowa, having its office at the Courthouse in Newton, herein, after designated as the "Project" and the Colfax Community Senior Citizens Center of Colfax, Iowa, herein after- designated as the "Company".

In consideration of the mutual promises and covenants contained herein, the Company and Project agree as follows:

A. 1. The Company agrees that it will make available to the Project, the use of the dining room facilities at the Colfax Community Senior Citizens Center. This includes tables, chairs, and other equipment necessary to serve an average of fifty (50) to one hundred (100) persons at about noon each day, five (5) days per week, except for agreed holidays, and that the Company will provide utilities necessary to service that part of the building.

2. The Company agrees to allow the Project Director, the Project Nutritionist and any other duly qualified representatives of the Project to perform their duties as necessary to insure the successful operation of the Project.

3. The Project, on a monthly basis will pay the Company \$200 as rent for use of the facility.

4. The Company will provide trashcans or other suitable containers outside of the Colfax Senior Citizens Center in a place, which is in harmony with the laws and ordinances of the State of Iowa and will arrange for the regular and orderly removal of trash from such containers.

5. The Company will maintain the building; its fixtures and furnishings in a state of cleanliness, and repair, which permits the safe and sanitary operation of the program. In particular, the Company will :

- a. Comply with local sanitation and fire codes and ordinances.
- b. Employ a professional pest control service on a regular basis.
- c. Provide weekly janitorial service.

6. The Company will provide utilities including, water, sewer, electricity, and natural gas for the use of the program.

B. 1. The Project will serve meals at the site provided by the Company, five (5) days each week, Monday through Friday, excluding those holidays during which no Project meals are served at any other location pursuant to general employment policies of Jasper County, Iowa and/or pursuant to union contract involving Project employees.

2. The Project will hire employees and other staff as deemed necessary to implement the Program, who shall be employees of Jasper County.

3. The Project will place all disposable trash and other solid waste in plastic bags and into containers

provided by the Company.

This Agreement constitutes the entire Agreement between the Company and the Project with respect to the subject matter hereof and thereto. No variation or modification of the Agreement and no waiver of its provision shall be valid unless in writing and signed by the duly authorized officers of the Project and Company. No assignment or transfer of this Agreement may be made in whole or part, without the written consent of the Project first being obtained.

The Company shall indemnify, save and hold harmless the Project and all its agencies and employees of and from any and all claims, demands, actions, or causes of action of whatever nature or character arising out of or by reason of personal property damage, bodily injury or any other suit brought by any participants or other persons due to accident or injury against the Project, its employees or assigns.

This Agreement shall be effective as of July 1, 2023, and shall be in force commencing on the effective date and ending June 30, 2024 and during which such additional period or periods as the parties hereto agree upon. However, both parties to this Agreement may at any time during the life of this Agreement or any extension there of terminate this Agreement by giving the other party thirty (30) days written notice of its intention to do so.

In connection with the carrying out of this Agreement, all parties shall comply with Title VII of the Civil Rights Act (78 stat. 214) and amendments and regulations issued pursuant thereto.

No person shall, on grounds of race, creed, color or national origin be excluded from participation in, be refused benefits of, or be otherwise subjected to discrimination, under agency grants awarded pursuant to Title III Planning Grant 85 or the Iowa Commission on the Aging Resources of Central Iowa or any project or program supported by such grants. Sub- contractors must comply with the provisions and requirements of Title VII of the Civil Rights Act 1964 and regulations issued by the Department of Health, Education and Welfare thereunder as a condition of the award of Federal Funds and continued grant support.

IN WITNESS WHEREOF, the parties have thereto caused this Agreement to be signed by their duly authorized officers the day and year first above written.

Colfax Community Senior Citizens Center
1 E. Howard & Walnut
Colfax, Iowa 50054

JASPER COUNTY, IOWA
Courthouse, 101 First Street North
Newton, Iowa 50208

Chairperson,

Brandon Talsma, Chairperson

Attest: _____
Jenna Jennings, Auditor

**AGREEMENT BETWEEN JASPER COUNTY, IOWA AND
THE CITY OF MONROE, MONROE, IOWA**

SUBJECT OF AGREEMENT: Use of facilities of the Monroe City Hall for Title III C Elderly Nutrition Program.

Agreement is made this _____ day of _____ 2023 by and between Jasper County, Iowa, having its office at the Courthouse in Newton, herein, after designated as the "Project" and the City of Monroe, Monroe Iowa, herein after- designated as the "Company".

In consideration of the mutual promises and covenants contained herein, the Company and Project agree as follows:

A. 1. The Company agrees that it will make available to the Project, the use of the dining room facilities at the Monroe City Hall. This includes tables, chairs, and other equipment necessary to serve an average of twenty (20) persons at about noon each day, five (5) days per week, except for agreed holidays, and that the Company will provide utilities necessary to service that part of the building.

2. The Company agrees to allow the Project Director, the Project Nutritionist and any other duly qualified representatives of the Project to perform their duties as necessary to insure the successful operation of the Project.

3. The Project, on a monthly basis will pay the Company \$100 as rent for use of the facility.

4. The Company will provide trashcans or other suitable containers outside of the Monroe City Hall in a place, which is in harmony with the laws and ordinances of the State of Iowa and will arrange for the regular and orderly removal of trash from such containers.

5. The Company will maintain the building; its fixtures and furnishings in a state of cleanliness, and repair, which permits the safe and sanitary operation of the program. In particular, the Company will:

- a. Comply with local sanitation and fire codes and ordinances.
- b. Employ a professional pest control service on a regular basis.
- c. Provide weekly janitorial service.

6. The Company will provide utilities including, water, sewer, electricity, and natural gas for the use of the program.

B. 1. The Project will serve meals at the site provided by the Company, five (5) days each week, Monday through Friday, excluding those holidays during which no Project meals are served at any other location pursuant to general employment policies of Jasper County, Iowa and/or pursuant to union contract involving Project employees.

2. The Project will hire employees and other staff as deemed necessary to implement the Program, who shall be employees of Jasper County.

3. The Project will place all disposable trash and other solid waste in plastic bags and into containers provided by the Company.

This Agreement constitutes the entire Agreement between the Company and the Project with respect to

the subject matter hereof and thereto. No variation or modification of the Agreement and no waiver of its provision shall be valid unless in writing and signed by the duly authorized officers of the Project and Company. No assignment or transfer of this Agreement may be made in whole or part, without the written consent of the Project first being obtained.

The Company shall indemnify, save and hold harmless the Project and all its agencies and employees of and from any and all claims, demands, actions, or causes of action of whatever nature or character arising out of or by reason of personal property damage, bodily injury or any other suit brought by any participants or other persons due to accident or injury against the Project, its employees or assigns.

This Agreement shall be effective as of July 1, 2023, and shall be in force commencing on the effective date and ending September 30, 2023 and during which such additional period or periods as the parties hereto agree upon. However, both parties to this Agreement may at any time during the life of this Agreement or any extension there of terminate this Agreement by giving the other party thirty (30) days written notice of its intention to do so.

In connection with the carrying out of this Agreement, all parties shall comply with Title VII of the Civil Rights Act (78 stat. 214) and amendments and regulations issued pursuant thereto.

No person shall, on grounds of race, creed, color or national origin be excluded from participation in, be refused benefits of, or be otherwise subjected to discrimination, under agency grants awarded pursuant to Title III Planning Grant 85 or the Iowa Commission on the Aging Resources of Central Iowa or any project or program supported by such grants. Sub- contractors must comply with the provisions and requirements of Title VII of the Civil Rights Act 1964 and regulations issued by the Department of Health, Education and Welfare thereunder as a condition of the award of Federal Funds and continued grant support.

IN WITNESS WHEREOF, the parties have thereto caused this Agreement to be signed by their duly authorized officers the day and year first above written.

City of Monroe
206 W Sherman
Box 370
Monroe, Iowa 50170

JASPER COUNTY, IOWA
Courthouse, 101 First Street North
Newton, Iowa 50208

Chairperson

Brandon Talsma, Chairperson

Attest: _____
Jenna Jennings, Auditor

JASPER COUNTY ENGINEER'S OFFICE

910 N 11th Ave E
Newton, Iowa 50208

(641) 792-5862
FAX – (641) 791-7740



Michael J. Frietsch, P.E, FMP
County Engineer
mfrietsch@jasperia.org

June 20, 2023

To: Jasper County Supervisors

From: Michael J. Frietsch, P.E., FMP
County Engineer

Re: Site Lighting Poles and Area Lights for Proposed Liberty Avenue Yard

Dear Supervisors,

Our department is proposing a multi-year multi-phased approach to design and construct a new yard and associated structures. The new yard will be located along Liberty Avenue, north of the Sheriff's department building, greatly improving access to the county. Phase 1 of this project will involve the development of the eastern side of the new yard and the construction of a plow truck shed, salt storage structure, and fuel pumping and storage systems. Later phases of the project will involve the development of the remaining yard area and a second access drive, and construction of a second outbuildings and an office-shop building.

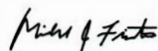
Project is being delivered using the construction manager at risk (CMAR) method with separate County let bid packages for Site Earthwork, Water and Sanitary Sewer Service Improvements, Site Lighting Poles and Area Lights, and Granular Paving Materials. Presently the Site Earthwork and Water and Sanitary Sewer Service Improvements are complete, the CMAR is selected and GMP contract amendment approved, and bids were received for the Site Lighting Poles and Area Lights.

Two (2) bids were received for Site Lighting Poles and Area Lights in accordance with the bid procedures stipulated by the Request for Bid documents issued on June 1, 2023 as modified by Addendum No. 1 issued on June 12, 2023. The bids were as follows:

	Engineer	Crescent Electric Supply Company	Van Maanen Electric, Inc.
Square Poles	\$35,811.00	\$13,549.83	\$15,660.00
Round Taper Poles	\$40,516.10	\$15,504.33	\$19,020.00

Please note, the round taper poles do not require vibration dampeners and are better suited for windy environments. After consideration of the bids and given the small difference in costs between the two different pole types, I recommend approving the bid for round taper poles submitted by Crescent Electric Supply Company in the amount of \$15,504.33. Moreover, I request the board authorize me to execute a purchase agreement with Crescent Electric Supply Company for this amount.

Sincerely,



Michael J. Frietsch, P.E., FMP
County Engineer

NAME OF BIDDER: Crescent Electric Supply Company

FEIN (Federal Employer ID Number) 42-0201220 OR Social Security # (if Sole Proprietorship) NA

Address: 3501 111th Street
City: Urbandale State: IA Zip+4: 50322-3968

Number of years in Business: 85 years


Bidder Contact:
Name: Robert Funk Title: Quotations Specialist
Phone: () (515) 283-2331 Email: Robert.Funk@cesco.com
Fax: () (515) 283-0068

BID #2024-04
APPENDIX A

In signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the specifications, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools, and all other services and supplies necessary to produce in a complete and workmanlike manner the materials or products described in the specifications relating to this Bid.

I further certify that I have carefully examined the bid documents and all terms herein, and the site where the delivery is to occur and have no agreements to prevent the completion of said work.

 Quotation Specialist
Signature **Title**
Robert Funk 6/20/23
Name (type or print) **Date**

This bidder hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum # 1 Addendum # _____ Addendum # _____ Addendum # _____

Brandon Talsma, Chairperson Attest: Jenna Jennings, Auditor



ADDENDUM NO. 1

TO THE REQUEST FOR BIDS FOR PROPOSED SECONDARY
ROADS LIBERTY AVENUE YARD PHASE I SITE LIGHTING
POLES AND AREA LIGHTS ISSUED BY JASPER COUNTY
IOWA HIGHWAY DEPARTMENT ON MONDAY, JUNE 1, 2023.

Please note, this addendum consists of one (1) page and two (2) attachments for a total of seven (7) pages. It is being sent to bidders on record as of June 12, 2023. Bidders shall acknowledge receipt of this addendum on the Signature and Authority Affidavit Form as found in Appendix A of the Bid Documents and in accordance with Section 5 provide a copy of this cover sheet.

Appendix B – Bid Forms

- Revised to four (4) items. Removed the terms large and medium from item descriptions for area lights. Reduced the quantity of poles and area lights. See attached revised Appendix B.

Appendix C – Specifications

- Added "General" as a section header for initial description of products
- Revised area light descriptions in the General section.
- Medium Area Lights Section
 - Deleted "and integral louver for sharp spill light cutoff" from "Zero upright and integral louver for sharp spill light cutoff"
 - Deleted "Minimum 1.9 foot candle average in single arm configuration, arm length 0 feet"
 - Deleted "Minimum CRI of 70"
- Eliminated "Large Area Lights" section. Revised "Medium Area Lights" to "Area Lights".
- Area Lights Section
 - Added "Integral louvers, tilt, and other options per the bid forms" to the Area Lights section.
 - Revised operating temperature rating from "-40°F to 120°F" to "-40°F to 122°F"
 - Added "Color temperature and color rendering per the bid forms".
 - Added "Lumens package per the bid forms".
 - Added "Constant power input over life of fixture".
 - Added "LEDs mounted to metal-core circuit board".
- See attached revised Appendix C

END OF ADDENDUM NO. 1

Addendum 1 Acknowledged: Crescent Electric Supply Company
Signature: 

Base Bid Form – Rev 06/12/2023

Item No.	Description	Mfg.	Qty.	Unit Price (\$)	Total Price (\$)
1.	Square Straight Pole, 30' Height, Single	LSI Industries	3	\$ 1,015.95	\$ 3,047.85
2.	Square Straight Pole, 30' Height, Double 180°	LSI Industries	3	\$ 1,015.95	\$ 3,047.85
3.	LED Area Light, 18,000 Lumens, Forward Throw, Universal Voltage, 5000 CCT, 70CRI, Integral Louver	LSI Industries	3	\$ 549.33	\$ 1,647.99
4.	LED Area Light, 36,000 Lumens, Forward Throw, Universal Voltage, 5000 CCT, 70CRI, 5° Tilt	LSI Industries	6	\$ 832.00	\$ 4,992.00
TOTAL BASE BID					\$ 12,735.69

Add for Vibration Dampener:

LSI Industries - 172539 / Kit Vibr Dmpr 4 SQ Pole: \$ \$ 135.69 per Each

Alternate Bid Form – Rev 06/12/2023

Item No.	Description	Mfg.	Qty.	Unit Price (\$)	Total Price (\$)
1.	Round Tapered Pole, 30' Height, Single	LSI Industries	3	\$ 1,469.92	\$ 4,409.76
2.	Round Tapered Pole, 30' Height, Double 180°	LSI Industries	3	\$ 1,469.92	\$ 4,409.76
3.	LED Area Light, 18,000 Lumens, Forward Throw, Universal Voltage, 5000 CCT, 70CRI, Integral Louver	LSI Industries	3	\$ 564.27	\$ 1,692.81
4.	LED Area Light, 36,000 Lumens, Forward Throw, Universal Voltage, 5000 CCT, 70CRI, 5° Tilt	LSI Industries	6	\$ 832.00	\$ 4,992.00
TOTAL ALTERNATE BID					\$ 15,504.33

NAME OF BIDDER: Van Maanen Electrical, Inc.

FEIN (Federal Employer ID Number) 20-0582593 OR Social Security # (if Sole Proprietorship) _____

Address: 500 Iowa Speedway Drive

City: Newton State: IA Zip+4: 50208

Number of years in Business: 15

Bidder Contact: Y

Name: Nathan Van Maanen Title: President


Phone: () 641-791-9473 Email: jhetzler@vanmaanenelectric.com

Fax: () N/A

In signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the specifications, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools, and all other services and supplies necessary to produce in a complete and workmanlike manner the materials or products described in the specifications relating to this Bid.

I further certify that I have carefully examined the bid documents and all terms herein, and the site where the delivery is to occur and have no agreements to prevent the completion of said work.

 President
Signature Title
Nathan Van Maanen June 20, 2023
Name (type or print) Date

This bidder hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum # 1 Addendum # _____ Addendum # _____ Addendum # _____

Brandon Talsma, Chairperson

Attest: Jenna Jennings, Auditor

APPENDIX B

Bid Forms – Rev 06/12/2023

Base Bid Form – Rev 06/12/2023

Item No.	Description	Mfg.	Qty.	Unit Price (\$)	Total Price (\$)
1.	Square Straight Pole, 30' Height, Single	LSI	3	1,240.00	3,720.00
2.	Square Straight Pole, 30' Height, Double 180°	LSI	3	1,240.00	3,720.00
3.	LED Area Light, 18,000 Lumens, Forward Throw, Universal Voltage, 5000 CCT, 70CRI, Integral Louver	LSI	3	700.00	2,100.00
4.	LED Area Light, 36,000 Lumens, Forward Throw, Universal Voltage, 5000 CCT, 70CRI, 5° Tilt	LSI	6	1,020.00	6,120.00
TOTAL BASE BID					\$ 15,660.00

Alternate Bid Form – Rev 06/12/2023

Item No.	Description	Mfg.	Qty.	Unit Price (\$)	Total Price (\$)
1.	Round Tapered Pole, 30' Height, Single	LSI	3	1,800.00	5,400.00
2.	Round Tapered Pole, 30' Height, Double 180°	LSI	3	1,800.00	5,400.00
3.	LED Area Light, 18,000 Lumens, Forward Throw, Universal Voltage, 5000 CCT, 70CRI, Integral Louver	LSI	3	700.00	2,100.00
4.	LED Area Light, 36,000 Lumens, Forward Throw, Universal Voltage, 5000 CCT, 70CRI, 5° Tilt	LSI	6	1,020.00	6,120.00
TOTAL ALTERNATE BID					\$ 19,020.00



Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 06/30/23 through June 30, 2024

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

Business Information:

Trade name/Doing business as: ISAAC Walton League
Physical location address: 889 Hwy F-36 W City: Newton ZIP: 50208
Mailing address: 889 Hwy F-36 W City: Newton State: IA ZIP: 50208
Business phone number: 641-792-6373

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP: _____
Mailing address: Same as above City: _____ State: _____ ZIP: _____
Phone number: _____ Fax number: _____ Email: _____

Retail Information:

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

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

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

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

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

Name (please print): Donald Ingle Name (please print): _____
Signature: Donald O Ingle Signature: _____
Date: 6-21-23 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Iowa Department of REVENUE

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07.1.01.2023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: Exit 173 Inc. "Iowa's Best Burger Cafe"
Physical location address: 1570 Hwy 224 S. City: Kellogg ZIP: 50135
Mailing address: 203 Northfield Dr. City: Kellogg State: IA ZIP: 50135
Business phone number: 641-526-8535

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Exit 173, Inc.
Mailing address: 203 Northfield Dr. City: Kellogg State: IA ZIP: 50135
Phone number: 641-990-6555 Fax number: _____ Email: exit173rv@gmail.com

Retail Information:

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

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

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

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

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

Name (please print): Exit 173, Inc. - Scott Keenan Name (please print): _____
Signature: [Signature] Signature: _____
Date: 6-9-23 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Iowa Department of REVENUE

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 7 / 1 / 23 through June 30, 2024

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

Business Information:

J+K Investments, LLC

Trade name/Doing business as: Fore Seasons Sports Bar

Physical location address: 6232 Hwy 574 S City: Newton ZIP: 50208

Mailing address: 6232 Hwy 574 S City: Newton State: IA ZIP: 50208

Business phone number: (641) 792-1246

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP J+K Investments

Mailing address: 6232 Hwy 574 S City: Newton State: IA ZIP: 50208

Phone number: (641) 792-1246 Fax number: _____ Email: foreseasons22@gmail.com

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other _____

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

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

Name (please print): Kendall Corbitt

Name (please print): Joey Lammy

Signature: [Signature]

Signature: [Signature]

Date: 6/12/23

Date: 6/12/23

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

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

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

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375



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Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com
Nathan J. Overberg
515.246.0329
noverberg@ahlerslaw.com

June 22, 2023

Sent via email: jjennings@jaspercounty.iowa.gov

Jenna Jennings
Jasper County Auditor
101 1st Street N, Room 202
Newton, IA 50208

RE: Engagement Letter – Reinvestment District Ordinance

Dear Jenna:

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 adopting an Ordinance to establish the Newton Legacy Reinvestment District ("Reinvestment District"), in accordance with Iowa Code Chapter 15J.

SCOPE OF ENGAGEMENT

We agree to perform the following services for the fees we charge under this Agreement:

1. Prepare the Ordinance establishing the Newton Legacy Reinvestment District ("Ordinance") in accordance with Iowa Code Section 15J.4(4)(a);
2. Prepare letters of instructions for Board of Supervisor proceedings; and
3. Answer questions and advise County staff and the Board throughout the adoption process for the Ordinance.

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 fees we charge hereunder do not include:

1. Preparing the legal descriptions to be used in the Ordinance;

2. Defending any legal challenges to or arising out of the establishment of the Reinvestment District;
3. Performing any calculations related to reinvestment funds to be derived from the Reinvestment District; or
4. Administering the Reinvestment District after the adoption of the Ordinance.

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 \$330. 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 _____, 2023.

02221934-1\10747-049 Attest: _____
Jenna Jennings, Jasper County Auditor

Resolution _____

STATE OF IOWA }
Jasper County }

TRANSFER ORDER

\$689,710.66

Newton, Iowa, June 27, 2023

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Six hundred eighty nine thousand seven hundred ten dollars and 66/100***

From: 0001- General Basic Fund

To: 1555- Monroe-PC
Trail Cap Project

XXXX-99-0051-000-81400

XXXX-4-99-0051-904000

Account of: Board Action

By Order of Board of Supervisors.

Supervisor

Attest

NO. 1496

Teresa Anselmi

Auditor/Designee

Transfer from 0001 to 1555 until DOT Grant payment is received.

Tuesday, June 20, 2023, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Stevenson, and Cupples present and accounted for; Chairman Talsma presiding.

Buildings and Grounds Director, Adam Sparks, presented bids for replacing windows in the Administration Building. There were three bids submitted:

Breiholz Construction Company	\$35,800.00
Garling Construction Inc	\$33,415.00
GTG Construction LLC	\$29,665.00

Motion by Stevenson, seconded by Cupples to approve GTG Construction LLC bid in the amount of \$29,665.00 to replace windows in the Administration Building.

YEA: STEVENSON, TALSMA, CUPPLES

Information Technology Director, Ryan Eaton, presented quotes for storage area network 5-year refresh. There were two quotes submitted:

IP Pathways:	\$39,929.39
Heartland Business Systems:	\$55,346.48

Motion by Cupples, seconded by Stevenson to approve Heartland Business Systems quote in the amount of \$55,346.48 for a storage area network 5-year refresh.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to correct HSIP funding agreement with Iowa DOT for F-48 W HMA Resurfacing Project.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to approve an addendum to the funding agreement changing the project number from Project No. STP-S-C050(131)—5E-50 to HRRR-C050(142)—5R-50.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to table the Standard Professional Agreement with Snyder & Associates for the second phase of the F-48 W HMA resurfacing project until July 11th.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to adopt Resolution 23-56 to reclassify a portion of W 124th St N from Level B to Level C.

YEA: STEVENSON, TALSMA, CUPPLES

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

No action was taken on a purchase agreement with Gregg Young for a 2024 Chevrolet Silverado 3500HD.

Motion by Stevenson, seconded by Cupples to certify 2023-2024 Sheriff's Deputies wages effective July 1, 2023.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to approve a temporary liquor license for Sassy Lemonade Slushes July 27, 2023 to August 9, 2023 at 8647 Hwy F-48 W, Colfax, IA 50054.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to approve claims paid through June 20, 2023.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to approve Board of Supervisors minutes for June 13, 2023.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to adjourn the Regular Board of Supervisors meeting and enter into a work session.

YEA: STEVENSON, TALSMA, CUPPLES

A work session was held following the Board meeting to discuss hail damage to property and vehicles from the May 7th storm.

Motion by Stevenson, seconded by Cupples to adjourn the Tuesday, June 20, 2023 meeting of the Jasper County Board of Supervisors.

YEA: STEVENSON, TALSMA, CUPPLES

Jenna Jennings, Auditor

Brandon Talsma, Chairman