

# 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

**July 18, 2023**

9:30 a.m.

[www.jasperia.org](http://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 Buildings and Grounds – Adam Sparks**
  - a) Administration Service Agreement
  
- Item 2 Engineer – Mike Frietsch**
  - a) Federal Funding Agreement for Project BRS-C050(137)—60-50
  
- Item 3 Approval of Recorder’s Quarterly Report Ending June 30, 2023**
  
- Item 4 Approval of a Temporary 5-day Liquor License**
  - a) Iowa Beer Bus, 6363 Hwy F48 West, Newton, IA (7/24/2023 – 7/28/2023)
  - b) Luke Bryan Farm Tour 2023, 9061 N 19<sup>th</sup> Ave W, Colfax, IA (9/19/2023 – 9/23/2023)
  
- Item 5 IDALS 28E Agreement**
  
- Item 6 Approval of Claims paid through July 18, 2023**
  
- Item 7 Approval of Board of Supervisors Minutes for July 11, 2023**

## PUBLIC INPUT & COMMENTS

**After Regular Meeting:  
Work Session**



**TRANE**

**SCHEDULED  
SERVICE AGREEMENT**

**Trane Office**

Trane U.S. Inc.  
2601 Bell Avenue  
Des Moines, IA 50319

**Company Name**

Jasper County Courthouse  
PO Box 944  
Newton, IA 50208

**Trane Representative**

Travis Harris  
Cell: (515) 360-7214  
Office: (515) 270-0004  
tharris@trane.com

**Site Address:**

Jasper County Administration Bldg  
315 W 3<sup>rd</sup> Street N  
Newton, IA 50208

**Proposal ID**

7342072

**Site Contact:**

Adam Sparks  
asparks@jasperia.org  
641-521-8844

**Service Contract Number**

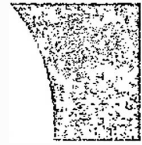
**Contact Telephone Number for  
Service**

(515) 270-0004

June 15, 2023



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## EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. You will have a team of true professionals keeping your HVAC equipment running efficiently and reliability.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

**Protect your bottom line.** Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP*) O&M Guide 2010

### FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

#### ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

#### CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

#### SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

#### ASSIGNED TEAM

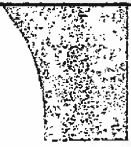
You will have a consistent group of Trane employees dedicated to your account.

#### ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.



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## SCOPE OF SERVICES — STANDARD INCLUSIONS

### ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

#### TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

##### Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls
- Discounted service agreement holder's rate on parts and labor.
- Priority scheduling for being a service agreement holder.

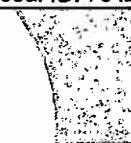


##### Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee



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## REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has *all* their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

### Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

### Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs



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## TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

### Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

### Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year



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## HVAC EQUIPMENT COVERAGE

# Jasper County Courthouse

The following "Covered Equipment" will be serviced at Jasper County Courthouses:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System	1	Mitsubishi	TRUYA0421KA70	11U002747H1E30	Outdoor Unit
Split System	1	Mitsubishi	TQRYP1923AL41AN	17W000117GF4FC	Indoor Unit – Sys 1
Split System	1	Mitsubishi	TQRYP1923AL41AN	17W000127GF4FC	Indoor Unit – Sys 2
TOAU Unit	1	Trane	OAD012C1-DAB	OA319073-1-1	DOAU-A-1
Heat Loop Pump	2	B&G	NA	NA	NA
Boiler Pump	1	B&G	NA	NA	NA
Boiler	1	Aspen Aire	APX625C	APX625CNF-5L00	65793802

Description	Quantity Per Term
Annual Maintenance Inspection	1
Operating Inspection	1

### SCOPE OF WORK

#### TOAU UNIT ANNUAL INSPECTION:

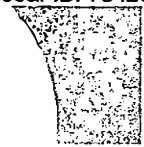
- Check condenser fan blades.
- Check operation of condenser fan motors.
- Check crank case heaters.
- Insect coils for cleanliness and advise customer if cleaning is needed.
- Check condensate pan and traps for cleanliness.
- Inspect air filters. Advise customer if replacement is needed.
- Log operation of heating / cooling / dehumidification.
- Leak check accessible refrigerant circuit if log indicates low charge.
- Note any issues or diagnostics.
- Check wiring connections in the electrical panel

#### TOAU UNIT OPERATING INSPECTION:

- Check condenser fan blades.
- Check operation of condenser fan motors.
- Check crank case heaters.
- Insect coils for cleanliness and advise customer if cleaning is needed.
- Check condensate pan and traps for cleanliness.
- Inspect air filters. Advise customer if replacement is needed.
- Leak check accessible refrigerant circuit if log indicates low charge.
- Note any issues or diagnostics.



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**SPLIT SYSTEM ANNUAL INSPECTION:**

- Visually inspect for issues.
- Check electrical connections at outdoor unit.
- Inspect outdoor unit fan and fan motor.
- Check operation of condensate pumps.
- Insect coils for cleanliness and advise customer if cleaning is needed.
- Updated software as available.
- Log in heating operation and note any issues found.
  - Verify expansion valve, dirty filter, condensate switch, fan operation, communication with all devices on link, refrigerant charge issues.
- Make recommendations for any issues found.

**SPLIT SYSTEM OPERATING INSPECTION:**

- Visually inspect for issues.
- Check electrical connections at outdoor unit.
- Inspect outdoor unit fan and fan motor.
- Check operation of condensate pumps.
- Insect coils for cleanliness and advise customer if cleaning is needed.
- Log in cooling operation and note any issues found.
- Make recommendations for any issues found.

**BOILER ANNUAL INSPECTION:**

- Inspect interior and clean as needed.
- Clean condensate trap and fill with fresh water.
- Check for signs of leaks (water, gas, flue, condensate)
- Inspect accessible area of flue.
- Check system loop pressure and expansion tank.
- Check control settings
- Provide and install new ignitor and flame sensor.
- Check wiring connections
- Check heat exchanger temperature rise and indicate if cleaning is needed.
- Test flow switch operation.
- Test pressure relief.
- Run boiler and perform combustion and performance analysis.
- Make any recommendations as needed.

**PUMP INSPECTION:**

- Record amp draw.
- Inspect for leaking seals or any other deficiencies.





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## PRICING AND ACCEPTANCE

Jasper County Courthouse  
 PO Box 944  
 Newton, IA 50208

Jasper County Administration Bldg  
 315 W 3<sup>rd</sup> Street N  
 Newton, IA 50208

### Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

### Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	\$8,440.00	\$4,220.00	Semi-Annual

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

### Term

The Initial Term of this Service Agreement is 1 year, beginning **August 1, 2023**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on **July 31, 2024** this Agreement shall not renew until updated pricing has been provided to the customer, and the customer approves for moving forward with the renewal. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 2601 Bell Avenue, Des Moines, IA 50319.

### Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.



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**Cancellation by Customer Prior to Services; Refund**

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**Cancellation by Company**

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**COVID-19 National Emergency Clause**

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

**This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).**

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
<p>_____</p> <p>Authorized Representative</p>	<p>_____</p> <p>Trane U.S. Inc.</p>
<p>_____</p> <p>Printed Name</p>	<p>_____</p> <p>Submitted By: Travis Harris</p>
<p>_____</p> <p>Title</p>	<p>_____</p> <p>Proposal Date: June 16, 2023</p>
<p>_____</p> <p>Purchase Order</p>	<p>_____</p> <p>Cell: (515) 360-7214</p>
<p>_____</p> <p>Acceptance Date</p>	<p>_____</p> <p>Office: (515) 270-0004</p>
	<p>_____</p> <p>Authorized Representative</p>
	<p>_____</p> <p>Title</p>
	<p>_____</p> <p>Signature Date</p>

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



## TERMS AND CONDITIONS

“Company” shall mean Trane U.S. Inc.

1. **Agreement.** These terms and conditions (“Terms”) are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the following commercial services as stated in the Proposal (collectively, the “Services”): inspection, maintenance and repair (the “Maintenance Services”) on equipment (the “Covered Equipment”), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as “Intelligent Services”). **COMPANY’S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s Terms and Conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services provided by Company to the date of cancellation.

4. **Fees and Taxes.** Fees for the Services (the “Service Fees”) are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company’s normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. **Payment.** Payment is due upon receipt of Company’s invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. **Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer’s bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

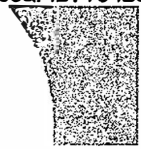
7. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer’s telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer’s communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. **Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. **Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; Insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) building access or alterations that might be necessary to repair or replace Customer’s existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation



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of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**10. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**11. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

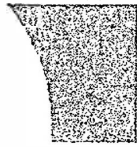
**12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE INTELLIGENT SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

**13. CONTAMINANTS LIABILITY.** The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**14. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be obligated to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be required to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.



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15. **Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. **Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. **Maintenance Services Other Than Solely Scheduled Service.** If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. **General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. **Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. **U.S. Government Services.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. **Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (1122)  
Supersedes 1-26.130-7 (0821)

July 2022

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

RECIPIENT: Jasper County

Project No: BRS-C050(137)—60-50

Iowa DOT Agreement No: 1-23-HBPS-021

CFDA No. and Title: 20.205 Highway Planning and Construction

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

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

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the DEPARTMENT agrees to provide County HBP funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the 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 person will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Central Region Local Systems Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:
  - A. FHWA Structure Number: 199080
  - B. Location: On South 62 over North Skunk River
  - C. Preliminary Estimated Total Eligible Construction Costs: \$1,280,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Within the eligible project construction limits, eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from County HBP funds. The RECIPIENT shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum ([I.M. 1.100](#)) in place at the time of this agreement being fully executed.
7. The RECIPIENT shall pay for all project costs not reimbursed with Highway Bridge Program funds.

8. The RECIPIENT shall let the project for bids through the DEPARTMENT.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
11. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
12. The project shall be let to contract within 3 years of the date this agreement is approved by the DEPARTMENT. If not, this agreement may become null and void, unless the RECIPIENT submits a written request for extension to the DEPARTMENT at least 30 days prior to the 3-year deadline. If approved, this agreement may be extended for a period of time as determined by the DEPARTMENT, but not less than 6 months.
13. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

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

RECIPIENT: Jasper County

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

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

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

IOWA DEPARTMENT OF TRANSPORTATION  
Highway Administration

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

Date \_\_\_\_\_

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

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

**1. General Requirements.**

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



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

## 2. Programming.

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

## 3. Design and Consultant Services

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

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

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

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

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

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

## 6. Contract Procurement.

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

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

- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in I.M. 5.120, Local Letting Process - Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with I.M. 3.710, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

## 7. Construction.

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

## 8. Reimbursements.

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

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

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

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

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

RECORDER'S QUARTERLY REPORT  
Jasper County, Iowa

FY:2022-2023 Months: April-May-June

TO THE BOARD OF SUPERVISORS OF JASPER COUNTY:

I, Denise Allan, Recorder of the above named county and state do hereby certify that this is a true and correct statement of the fees collected by me in my office for the quarter ending June 30, 2023 and the same have been paid to the county Treasurer.

*Denise Allan*

Denise Allan, Jasper County Recorder

Date: July 7, 2023

Jenna Jennings, Jasper County Auditor

Recording Fees	0001-1-07-8110-400000	\$15,005.00	
	(+)E-File Recording Fees	\$20,490.00	\$35,495.00
Copies	0001-1-07-8110-400000		\$1,540.00
Mailing Fees	0001-1-07-8110-425000		\$92.00
Auditor's Trans	0001-1-07-9010-410000	\$1,360.00	
	(+)E-File Auditor Trans Fees	\$1,210.00	\$2,570.00
County Trans Tax	0001-1-07-8110-404000	\$5,522.82	
	(+)E-File Trans Tax Fees	\$11,207.95	\$16,730.77
Overpayments	0001-4-07-0054-822000		\$74.20
ELSI Co Fees	0001-1-07-8110-403000		\$741.75
Co Boat Title	0001-1-22-6110-412000		\$340.00
Co Boat Lien	0001-1-07-8110-418000		\$40.00
Snow Title/Lien	0001-1-07-8110-401100		\$15.00
ATV/ORV/Title/Lien	0001-1-07-8110-401200		\$915.00
Vital Cert Co	0001-1-07-8110-413000		\$1,736.00
Co Marriages	0001-1-07-8110-417000		\$228.00
Int Bank Acct	0001-4-07-0054-600000		\$35.05
Record Mgmt	0024-1-07-8110-414000	\$619.00	
	(+)E-File Record Mgmt Fees	\$942.00	\$1,561.00
E-Fees	5300-1-77-0500-416000	\$619.00	
	(+)E-File E-Fees	\$942.00	\$1,561.00
Misc Revenue Fees	0001-1-07-8110-849000		\$0.22
Total County Fee Collected For:			<b>\$63,674.99</b>
April - \$18,910.06			
May - \$19,365.66			
June - \$25,399.27			
<b>Total = \$63,674.99</b>			

**Account Balance Report**  
From 4/1/2023 Through 6/30/2023

Account Number	Account Description	Revenue Totals				Charge Payment Totals			
		Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
01-01-01	Recording 0001-1-8110-4000-1	\$14,685.00	\$30.00	\$290.00	\$15,005.00	\$0.00	\$0.00	\$0.00	\$14,975.00
01-01-02	Recd Mgmt0024-1-8110-4140-	\$589.00	\$1.00	\$29.00	\$619.00	\$0.00	\$0.00	\$0.00	\$618.00
01-01-03	E-Fee 5300-1-0500-4160-77	\$589.00	\$1.00	\$29.00	\$619.00	\$0.00	\$0.00	\$0.00	\$618.00
01-02-00	Auditors 0001-1-9010-4100-07	\$1,250.00	\$0.00	\$110.00	\$1,360.00	\$0.00	\$0.00	\$0.00	\$1,360.00
01-03-01	Co Tran Tax0001-1-8110-4040	\$5,504.45	\$0.00	\$18.37	\$5,522.82	\$0.00	\$0.00	\$0.00	\$5,522.82
01-03-02	State Tran Tax	\$26,383.95	\$0.00	\$110.03	\$26,493.98	\$0.00	\$0.00	\$0.00	\$26,493.98
01-05-02	Copies 0001-1-8110-400070	\$1,535.00	\$0.00	\$5.00	\$1,540.00	\$0.00	\$0.00	\$0.00	\$1,540.00
	***** Account Group 01 Total *****	\$50,536.40	\$32.00	\$591.40	\$51,159.80	\$0.00	\$0.00	\$0.00	\$51,127.80
02-04-01	Marr Co 0001-1-8110-4170-07	\$100.00	\$0.00	\$128.00	\$228.00	\$0.00	\$0.00	\$0.00	\$228.00
02-04-02	Marriage License - State	\$775.00	\$0.00	\$992.00	\$1,767.00	\$0.00	\$0.00	\$0.00	\$1,767.00
02-04-04	Vitalcertco0001-1-8110-4130-C	\$1,212.00	\$0.00	\$524.00	\$1,736.00	\$0.00	\$0.00	\$0.00	\$1,736.00
02-04-05	Vital Cert State	\$3,328.00	\$0.00	\$1,446.00	\$4,774.00	\$0.00	\$0.00	\$0.00	\$4,774.00
	***** Account Group 02 Total *****	\$5,415.00	\$0.00	\$3,090.00	\$8,505.00	\$0.00	\$0.00	\$0.00	\$8,505.00
05-01-00	Hunting & Fishing/Elsi	\$1,465.50	\$0.00	\$924.00	\$2,389.50	\$0.00	\$0.00	\$0.00	\$2,389.50
05-01-01	H&Fwf/Elsi 0001-1-8110-4030-	\$473.75	\$0.00	\$268.00	\$741.75	\$0.00	\$0.00	\$0.00	\$741.75
05-01-06	Boat Title Fee	\$185.00	\$0.00	\$155.00	\$340.00	\$0.00	\$0.00	\$0.00	\$340.00
05-01-07	Boat Lien Fee	\$35.00	\$0.00	\$5.00	\$40.00	\$0.00	\$0.00	\$0.00	\$40.00
05-01-08	Snow Title Fee	\$15.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00
05-01-10	Atv Title Fee	\$620.00	\$0.00	\$180.00	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00
05-01-11	Atv Lien Fee	\$110.00	\$0.00	\$5.00	\$115.00	\$0.00	\$0.00	\$0.00	\$115.00
05-02-04	Atv/Orv T&L Co 00011811040-	\$730.00	\$0.00	\$185.00	\$915.00	\$0.00	\$0.00	\$0.00	\$915.00
05-02-05	Snow T&L Co 001-1-8110-401	\$15.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00
05-02-06	Bt Title Co 001-1-6110-4120-2.	\$185.00	\$0.00	\$155.00	\$340.00	\$0.00	\$0.00	\$0.00	\$340.00
05-02-07	Bt Lien Co 0001-1-8110-4180-	\$35.00	\$0.00	\$5.00	\$40.00	\$0.00	\$0.00	\$0.00	\$40.00
05-03-01	Use Tax	\$12,308.04	\$0.00	\$2,387.94	\$14,695.98	\$0.00	\$0.00	\$0.00	\$14,695.98
05-03-02	Ia Sales Tax	\$15,469.00	\$0.00	\$7,929.80	\$23,398.80	\$0.00	\$0.00	\$0.00	\$23,398.80
05-03-03	Local Option Tax	\$2,059.00	\$0.00	\$1,558.30	\$3,617.30	\$0.00	\$0.00	\$0.00	\$3,617.30
05-03-05	Overpaymt 0001-4-0054-8220-	\$69.60	\$0.00	\$4.60	\$74.20	\$0.00	\$0.00	\$0.00	\$74.20
05-03-06	Rvrs	\$6,642.70	\$0.00	\$3,361.10	\$10,003.80	\$0.00	\$0.00	\$0.00	\$10,003.80

Account Balance Report  
From 4/1/2023 Through 6/30/2023

Account Number	Account Description	Revenue Totals				Charge Payment Totals			Drawer (1) + (2) + (3)
		Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	
05-03-07	Mail Fee 0001-1-07-8110-4250	\$78.00	\$0.00	\$14.00	\$92.00	\$0.00	\$0.00	\$0.00	\$92.00
	***** Account Group 05 Total *****	\$40,495.59	\$0.00	\$17,137.74	\$57,633.33	\$0.00	\$0.00	\$0.00	\$57,633.33
06-01-02	Payment	\$12.00	\$0.00	\$0.00	\$12.00	\$0.00	\$0.00	\$0.00	\$12.00
	***** Account Group 06 Total *****	\$12.00	\$0.00	\$0.00	\$12.00	\$0.00	\$0.00	\$0.00	\$12.00
08-01-01	Cris-Standard Fee	\$0.00	\$0.00	\$20,490.00	\$20,490.00	\$0.00	\$0.00	\$0.00	\$20,490.00
08-01-02	Cris-Document Management I	\$0.00	\$0.00	\$942.00	\$942.00	\$0.00	\$0.00	\$0.00	\$942.00
08-01-03	Cris-Erecording Fee	\$0.00	\$0.00	\$942.00	\$942.00	\$0.00	\$0.00	\$0.00	\$942.00
08-01-05	Cris-Transfer Fee	\$0.00	\$0.00	\$1,210.00	\$1,210.00	\$0.00	\$0.00	\$0.00	\$1,210.00
08-01-06	Cris-Transfer Tax	\$0.00	\$0.00	\$64,974.40	\$64,974.40	\$0.00	\$0.00	\$0.00	\$64,974.40
	***** Account Group 08 Total *****	\$0.00	\$0.00	\$88,558.40	\$88,558.40	\$0.00	\$0.00	\$0.00	\$88,558.40
	Final Totals :	\$96,458.99	\$32.00	\$109,377.54	\$205,868.53	\$0.00	\$0.00	\$0.00	\$205,836.53

Account Balance Report  
From 4/1/2023 Through 6/30/2023

Revenues

Charge Payment Totals

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
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Counts Totals From 4/1/2023 Through 6/30/2023

Cash Total :	\$15,315.80 +
Check Total :	\$83,118.40 +
Other Pay Total:	\$109,377.54 +
Change Total :	\$1,975.21 -
<b>Subtotal :</b>	<b>\$205,836.53</b>
Charge Total :	\$32.00 +
<b>Grand Total :</b>	<b>\$205,868.53</b>

Number of Cash Payments :	314
Number of Check Payments :	750
Number of Change Payments :	171
Number of Charge Payments :	1
Number of Other Payments :	1,202
<b>Number of Receipts :</b>	<b>2,145</b>
<b>Number of Voids :</b>	<b>14</b>

Charge Information

Balance Forward Information	
Number of Payments on Account :	1
Total Paid on Account :	\$12.00

Other Payment Breakdown

Other Payment Method	Total Count	Total Paid
CREDIT CARD	240	\$20,770.14
DIRECT DEPOSIT	960	\$88,607.40
<b>Total :</b>	<b>1,200</b>	<b>\$109,377.54</b>



Preparer: Matt McDonald, Water Quality Initiative Projects Coordinator, PH: (515)-725-1037  
Iowa Department of Agriculture & Land Stewardship  
Henry A. Wallace Bldg., 502 E. 9<sup>th</sup> Street, Des Moines, IA 50319-0050

Return to: Matt McDonald, Iowa Department of Agriculture & Land Stewardship  
Henry A. Wallace Bldg., 502 E. 9<sup>th</sup> Street, Des Moines, IA 50319-0050

**28E AGREEMENT FOR FISCAL AGENT ASSISTANCE BETWEEN IOWA  
DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP – DIVISION OF  
SOIL CONSERVATION AND WATER QUALITY; JASPER COUNTY IOWA; AND  
JASPER COUNTY SOIL AND WATER CONSERVATION DISTRICT  
FOR THE SOUTH SKUNK RIVER EDGE OF FIELD PROJECT**

This 28E Agreement by and between the Iowa Department of Agriculture and Land Stewardship – Division of Soil Conservation and Water Quality (hereinafter “DIVISION”) located at 502 East 9<sup>th</sup> Street, Des Moines, Iowa 50319; Jasper County, Iowa, (hereinafter “COUNTY”) located at 101 1<sup>st</sup> Street North, Newton, IA 50208; and Jasper County Soil and Water Conservation District (hereinafter “JASPER SWCD”) located at 808 Iowa Speedway Drive, Newton, IA 50208, with the parties to this Agreement collectively referred to as “Parties” or “the Parties”, becomes fully executed on the date signed by the DIVISION. This Agreement is entered into pursuant to Chapter 28E of the Code of Iowa.

**I. PURPOSE**

This Agreement is entered into between the DIVISION, COUNTY, and the JASPER SWCD for the purpose of providing the terms under which the Parties agree to fund and manage the South Skunk River Edge-of-Field Project (hereinafter “PROJECT”). The PROJECT involves the installation of nutrient reducing Edge of Field Practices (Saturated Buffers and/or Bioreactors) to be constructed on private lands within priority watersheds. The COUNTY will serve as the fiscal agent of the PROJECT and support a portion of the costs required to facilitate the installation of these practices. The JASPER SWCD will secure maintenance agreements with participating landowners and provide technical assistance as specified below. The DIVISION will support funding for eligible costs, as determined by the DIVISION,

and described in Article IX. The Parties do not intend to create a separate legal entity under this Agreement.

**II. TERM**

This Agreement shall begin ~~July 1, 2023, and be in effect until June 30, 2028,~~ unless terminated earlier pursuant to the provisions herein. The Agreement may be extended by the written agreement of the Parties on terms stated therein.

**III. ADMINISTRATION**

This Agreement shall be administered by the DIVISION. All administrative decisions concerning this Agreement shall be undertaken pursuant to the terms outlined below.

**IV. HOLDING OF PROPERTY UNDER THIS AGREEMENT**

This Agreement does not allow for any one of these entities to acquire or hold any property relating to the PROJECT.

**V. POWERS AND DUTIES**

The Parties to this Agreement shall retain all powers and duties conferred by their respective enabling acts but shall assist each other in the exercise of these powers and the performance of these duties.

**VI. DIVISION RESPONSIBILITIES**

The DIVISION will:

- A. Follow the procedures outlined in Article IX which will be used to determine the actual eligible cost-share amount provided for this PROJECT.
- B. Reimburse the COUNTY for agreed to project costs associated with a) practice engineering costs and b) applicable construction costs upon receipt of claims for reimbursement. All claims for reimbursement shall have supporting documentation, including designs and construction progress reports, where applicable, in compliance with this Agreement. The reimbursement will be determined by the procedures outlined in Article IX, and will not exceed the as agreed state cost-share fund allocation based on the final estimated costs for each project.

- C. Provide support as necessary to the JASPER SWCD to ensure the JASPER SWCD secures proper maintenance agreements with participating landowners for the installed practices.
- D. Send COUNTY reimbursement payments to Jasper County Iowa, 101 1<sup>st</sup> Street North, Newton, IA 50208

## **VII. COUNTY RESPONSIBILITIES**

The COUNTY will:

- A. Follow the procedures outlined in Article IX which will be used to determine the actual eligible cost-share amount provided for this PROJECT.
- B. Act as the fiscal agent for the PROJECT. The duties of the fiscal agent will be to hire consultant engineer, manage contract with consultant, and provide payments to consultant.
- C. Submit claims for reimbursement of engineering costs to the DIVISION. These claims will be submitted utilizing a form provided by the DIVISION and will be accompanied by engineering costs and supporting documentation as well as engineering progress reports.
- D. Provide the additional funding necessary to cover the total engineering costs and/or any other additional costs associated with construction when used in conjunction with the funding reimbursement provided by the DIVISION.
- E. Coordinate with JASPER SWCD of the practice sites prior to the start of construction to execute individual maintenance agreements with the participating landowner(s). Maintenance agreements will use the same format and follow the same procedures of maintenance agreements developed for similar projects.

## **VIII. JASPER SWCD RESPONSIBILITIES**

The JASPER SWCD with jurisdiction over the particular practice site will:

- A. Execute an individual maintenance agreement with the appropriate landowner(s) prior to the start of construction of the edge of field practice. Execution of individual maintenance agreements between the JASPER SWCD and landowner(s) shall be done for each practice site within the JASPER SWCD. All maintenance agreements are to be recorded within the appropriate County where the practice is being installed.

- B. Provide technical assistance during the practice design and installation process and technical certification of practice upon completion of the practice in the respective County.

**IX. COST-SHARE AMOUNT PROCEDURES**

The COUNTY and DIVISION will follow the following procedures to determine the actual state cost share amount for the completion of the project.

- A. The COUNTY and DIVISION will proceed with the understanding that the costs of engineering for the PROJECT will be reimbursed by the DIVISION based on the mutually determined eligible costs.
- B. The COUNTY and DIVISION will proceed with the understanding that the costs of construction for the PROJECT will be reimbursed by the DIVISION up to 100% of the total eligible costs.
- C. The COUNTY will forward to the DIVISION a copy of the designs completed for each project that shall include the most current cost estimates. The DIVISION will review all estimates and determine at that time if an adjustment of costs and/or scope and can be made based on available funds.
- D. The COUNTY will forward to the DIVISION a copy of the construction bid tabulation(s) as soon as they are completed. The DIVISION will review the construction bid tabulation and may use other cost information to determine the DIVISION'S approved eligible costs for construction. The approved construction costs will be used by the DIVISION to establish the amount of funding the DIVISION will provide as reimbursement to the COUNTY for the construction of the edge of field practices. The DIVISION will provide funding to the COUNTY in an amount as agreed to of the approved eligible construction costs. Should a dispute arise between the COUNTY and the DIVISION relative to the DIVISION approved eligible construction cost amounts this dispute must be resolved between the COUNTY and the DIVISION prior to construction being started on any practice.
- E. Revisions to the DIVISION approved eligible cost amounts may be submitted by the COUNTY if unanticipated conditions are encountered that would influence the cost of the construction or engineering. The COUNTY shall provide the proper documentation supporting this revision in costs to the DIVISION. The DIVISION will provide a written response to the COUNTY regarding whether they approve the proposed revision of the eligible costs or not. If the DIVISION approves the revision, the DIVISION will then be responsible for providing funding reimbursement to the COUNTY based on the agreed to revised eligible construction or engineering costs. Should the DIVISION not agree to the revised eligible costs submitted by the COUNTY, this dispute must be resolved between the COUNTY and the DIVISION before the construction continues.

**X. FINANCING**

The DIVISION shall pay all costs associated with the administration of this Agreement, except as provided in paragraph VII of this Agreement.

**XI. AMENDMENT**

This Agreement may be amended from time to time by written agreement of the Parties. All amendments shall be in writing, signed by all Parties, and filed in an electronic format with the Secretary of State as required by Iowa Code Section 28E.8(1)(b) (2020).

**XII. TERMINATION**

Any or all parties may terminate this Agreement at any time upon 120 days prior written notice to the other parties. Upon termination of this Agreement, the Parties agree to use their best efforts to wrap up all operations undertaken pursuant to this Agreement. In the event of a conflict as to the distribution of funding associated with the administration of this Agreement, such conflict shall be resolved between the parties by arbitration paid for equally between the disputing parties.

**XIII. NOTICES**

Whenever notices and correspondence are to be given under this Agreement, the notices shall be given by personal delivery to the other parties, or sent by mail, postage prepaid, to the other parties as follows:

To the COUNTY

Jasper County Iowa

101 1<sup>st</sup> Street North

Newton, IA 50208

To the DIVISION

Division of Soil Conservation & Water  
Quality - IDALS

502 E. 9th Street

Wallace State Office Building

Des Moines, IA 50319-0050

To the JASPER SWCD

Jasper County Soil and Water Conservation District

808 Iowa Speedway Drive

Newton, IA 50208

**XIV. APPLICABLE LAW**

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Jasper County District Court for the State of Iowa, Newton, Iowa or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate.

**XV. FILING AND RECORDING**

It is agreed that the DIVISION will file this Agreement in an electronic format with the Secretary of State as required by Iowa Code section 28E.8(1)(a) (2020).

**IN WITNESS WHEREOF**, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this 28E Agreement and have caused their duly authorized representatives to execute this 28E Agreement.

*[Remainder of page intentionally left blank. Signature pages follow]*

**DIVISION OF SOIL CONSERVATION AND WATER QUALITY**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Grant Menke, Deputy Secretary of Agriculture  
Iowa Department of Agriculture & Land Stewardship

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023, by Grant Menke, Deputy Secretary of the Iowa Department of Agriculture & Land Stewardship.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**JASPER COUNTY, IOWA**

IN WITNESS THEREOF, JASPER COUNTY, IOWA has caused this 28E Agreement to be executed on the \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Chairperson, Board of Supervisors

Attest: \_\_\_\_\_  
Jasper County Auditor

STATE OF IOWA     )  
                                  ) ss:  
COUNTY OF JASPER)

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, and who being duly sworn, did say that they are the Chairperson and Auditor, respectively of the Board of Supervisors of Jasper County, Iowa, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors as contained in Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2023, and said Chairperson and Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



**JASPER COUNTY IOWA SOIL AND WATER CONSERVATION DISTRICT**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Chair, Jasper County Soil and Water Conservation District

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, Chair of the Jasper County Iowa Soil and Water Conservation District

\_\_\_\_\_  
Notary Public in and for the State of Iowa

Tuesday, July 11, 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.

Motion by Cupples, seconded by Stevenson to table until further notice the Public Hearing for an Ordinance Establishing the Newton Legacy Reinvestment District Pursuant to Iowa Code Section 15J.4(4).

YEA: STEVENSON, TALSMAS, CUPPLES

Buildings and Grounds Director, Adam Sparks, presented quotes for concrete repairs around the Courthouse. There were three quotes submitted:

Jeff Seals Construction	\$32,800.00
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Jordison Construction Inc	\$49,700.00
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Karl Peters Construction	\$58,856.00
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Motion by Stevenson, seconded by Cupples to approve the quote from Jeff Seals Constructions in the amount of \$32,800.00 for concrete repairs around the Courthouse.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Cupples, seconded by Stevenson to approve a Tower Lease Agreement between Saga Communication of Iowa, LLC, and Jasper County Sheriff Department for the Vandalia tower site in the amount of \$1,500.00 per month with a 3% increase annually on the anniversary date of the agreement.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Cupples, seconded by Stevenson to approve the appointment of Brandon Bruxvoort from Deputy Sheriff to Sergeant.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Cupples, seconded by Stevenson to adopt Resolution 23-60 establishing the Emergency Medical Service Fees for the ALS program.

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 approve Sheriff's Quarterly Report for the period beginning April 1, 2023 and ending June 30, 2023.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Cupples, seconded by Stevenson to approve the Sheriff's FY2022-2023 Annual Report.

YEA: STEVENSON, TALSMAS, CUPPLES

Information Technology Director, Ryan Eaton, spoke about the increased rates that Civic Plus, our current website host, will be charging when our contract ends. There was an informational meeting with Neapolitan Labs that currently hosts the Election data and consideration of possibly switching all the County's information over to the new website with the potential savings.

Motion by Cupples, seconded by Stevenson to approve Neapolitan Labs LLC to begin immediately working on the new website structure in the amount of \$25,000.00 for development.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to set Public Hearing dates for Parcel #02.15.300.008 from Agricultural (A) to Rural Residential Large Lot (RR) with recommended dates and times of July 25<sup>th</sup>, August 1<sup>st</sup>, and August 8<sup>th</sup>, 2023, at 9:30 a.m. in the Board of Supervisors Room.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to set Public Hearing dates for Parcel #01.13.401.002 from Agricultural (A) to Rural Residential Large Lot (RR) with recommended dates and times of July 25<sup>th</sup>, August 1<sup>st</sup>, and August 8<sup>th</sup>, 2023, at 9:30 a.m. in the Board of Supervisors Room.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to approve an electrical service application with Alliant Energy for the new Liberty Avenue Yard pending County Attorney, Scott Nicholson's approval.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to approve the revised Standard Professional Service Agreement with Snyder & Associates for the second phase of the F-48 W HMA resurfacing project in the amount of \$51,500.00.

YEA: STEVENSON, TALSMA, CUPPLES

Engineer, Mike Frietsch, accepted bids for the Liberty Avenue Yard granular materials. Two bids were requested from Martin Marietta and Bruening Rock Products but only one bid was turned in.

Motion by Cupples, seconded by Stevenson to accept the only bid from Martin Marietta in the amount of \$160,050 for granular materials at the Liberty Avenue Yard.

YEA: STEVENSON, TALSMA, CUPPLES

Engineer, Mike Frietsch, accepted bids for rock salt. There were six bids submitted:

Skyline Salt Solutions	\$113,400.00
Central Salt	\$115,470.00
Hutchinson Salt Co	\$115,830.00
Independent Salt Co	\$125,235.00
Cargill Inc	\$164,775.00
Compass Minerals	\$183,120.00

Motion by Stevenson, seconded by Cupples to approve the bid for rock salt to Skyline Salt Solutions in the amount of \$113,400.00.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to approve the 2023 Homestead and Military Allowance/Disallowance recommendations.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to approve the use of the former Animal Rescue League Building to the Sheriff's office for a training facility and possibly a gun range with minimal costs to the budget.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to adopt Resolution 23-61 approving Transfer Order 1497 in the amount of \$25,977.00 from General Basic to Attorney Collections fund.

YEA: STEVENSON, TALSMA, 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 adopt Resolution 23-62 approving Transfer Order 1498 in the amount of \$15,648.60 from General Basic to Ashton/Mariposa Parks Maintenance Fund.

YEA: STEVENSON, TALSMA, 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 adopt Resolution 23-63 approving Transfer Order 1499 in the amount of \$17,842.52 from General Basic to Secondary Roads Fund.

YEA: STEVENSON, TALSMA, 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 adopt Resolution 23-64 approving Transfer Order 1500 in the amount of \$187,889.39 from Rural Services to Secondary Roads Fund.

YEA: STEVENSON, TALSMA, 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 approve claims paid through July 4, 2023.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to approve Board of Supervisors minutes from June 27, 2023.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to adjourn from the regular meeting and enter into the work session.

YEA: STEVENSON, TALSMA, CUPPLES

The Board would like to review the policy manual and discuss on next week's agenda. Brandon Talsma would like to hold an Elected Officials and Department Head meeting on August 29<sup>th</sup> at 10:00 in the conference room of the Administration Building. The Board discussed adding a Year-by-Year Comparison report to the Beacon Schneider website for taxpayers to review where their tax dollars are being spent. This would be specific to each individual's parcel. They also discussed adding a flyer with each tax statement and in the Newspapers to explain where tax dollars are being spent. Ryan Eaton is still working out the details and is unsure if it will be available to be mailed out with tax statements.

Motion by Cupples, seconded by Stevenson to adjourn the Tuesday, July 11, 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