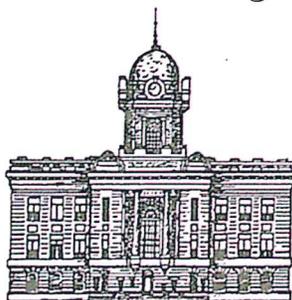


Jasper County, Iowa

Denny Carpenter

Doug Cupples

Brandon Talsma



Board of Supervisors

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

JASPER COUNTY BOARD OF SUPERVISORS MEETING AGENDA

www.jasperia.org

May 26, 2020

9:30am

Pledge of Allegiance



9:30am

Due to the COVID-19 Virus the Courthouse is closed to the public. To attend the meeting by "Live Streaming" go to the following website: <https://jasper.zoom.us/j/92207394749>

Dial in +1 312 626 6799

Meeting ID: 922 0739 4749

- Item 1 **Public Hearing: First Reading, Request for Rezoning of the property described as: NE NE EX TRACT 1, TRACT 2, & EX PARCELS B,C,D,E, & F, Section 13, Township 79, Range 21, of the 5th P.M. containing approximately 29.9 acres of which approximately 7.5 acres of the described parcel is proposed to be subdivided to create a maximum of 3 lots Rural Residential Subdivision pending approved Subdivision Plat of Survey;**

- Item 2 **Doug Cupples - Local Workforce Area 11, 28E/Shared Liability Agreement**

- Item 3 **Resolution Approving Degraff Subdivision**

- Item 4 **Human Resources – Dennis Simon**
 - a) Revised Pay Plan for Secondary Roads

- Item 5 **Engineer – Russ Stutt**
 - a) Bridge Funding Agreement
 - b) Level C Roadway Designation Resolution
 - c) Bridge Embargo Resolution
 - d) Sully Crosswalk
 - e) County Engineer's Report

- Item 6 **Sheriff – John Halferty**
 - a) Civil Service Candidates

Item 7 Bid Opening for Jasper County Annex Building

Item 8 Approval of Transfer orders #1435 & #1436

Item 9 Approval of Claims for period ending 05/26/2020

Item 10 Approval of Board of Supervisors Minutes for 05/19/2020

Item 11 Board Appointments

PUBLIC INPUT & COMMENTS

Nick Fratzke - Jasper County Director of Community Development

**Request for Rezoning
TO THE BOARD OF SUPERVISORS**

Case file: R-2019-03

Date: May 8, 2020

I/We, Scott DeGraff, request that the property described as:

Parcel # 11.13.200.008, more specifically described as NE NE EXTRACT 1, TRACT 2, & EX PARCELS B,C,D,E,& F, Section 13, Township 79, Range 21, of the 5th P.M. containing approximately 29.9 acres of which approximately 7.5 acres of the described parcel is proposed to be subdivided to create a maximum of 3 lots Rural Residential Subdivision pending approved Subdivision Plat of Survey;

Be rezoned from "A" to "RR" in order to allow a minor Rural Residential Subdivision.

We, the Jasper County Board of Supervisors, do approve the first reading of the petition before us, waive the 2nd and 3rd hearing, and therefore do amend the Jasper County Zoning Map to reflect the change requested in the above petition.

Brandon Talsma, Chairperson,
Jasper County Board of Supervisors

Attest:

Dennis Parrott, Jasper County Auditor

**Request for Rezoning
TO THE ZONING COMMISSION**

Case File: R-2019-03
Fee: \$200
Date: 11/18/2019

I/We, **Scott DeGraff** request that the following described property:

Parcel # 11.13.200.008, more specifically described as NE NE EX TRACT 1, TRACT 2, & EX PARCELS B,C,D,E,& F, Section 13, Township 79, Range 21, of the 5th P.M. containing approximately 29.9 acres of which approximately 7.5 acres of the described parcel is proposed to be subdivided to create a maximum of 3 lots Rural Residential Subdivision pending approved Subdivision Plat of Survey;

Be rezoned from "A" to "RR" in order to allow a minor Rural Residential Subdivision.

Signed 

We, the Jasper County Zoning Commission, recommend that this rezoning request be **not** be granted.

1 Aye

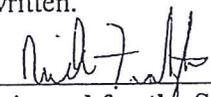
0 Nay

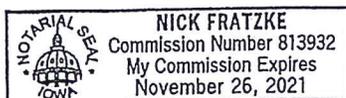

Chairperson Jasper County Zoning Commission

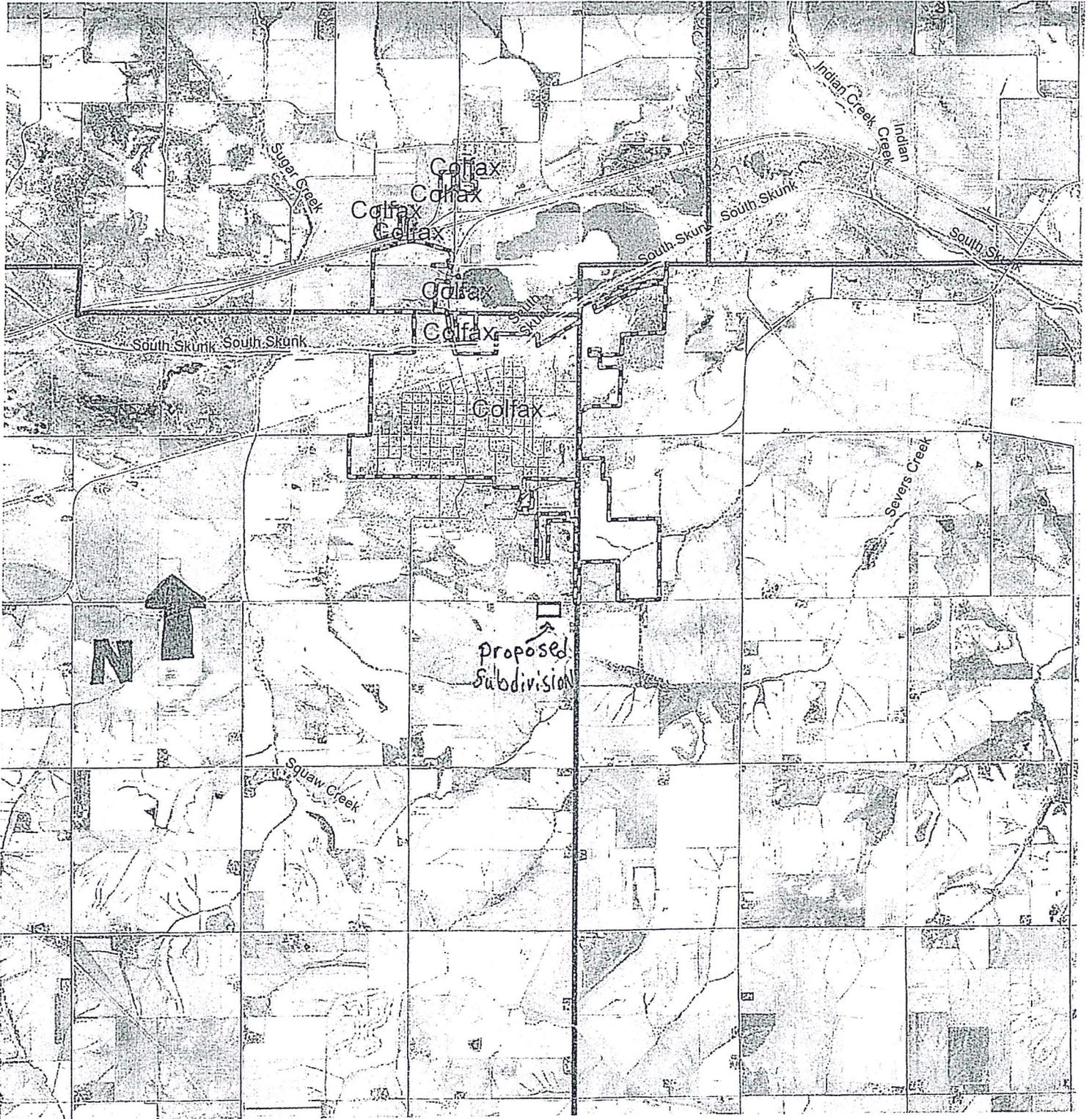
State of Iowa, Jasper County

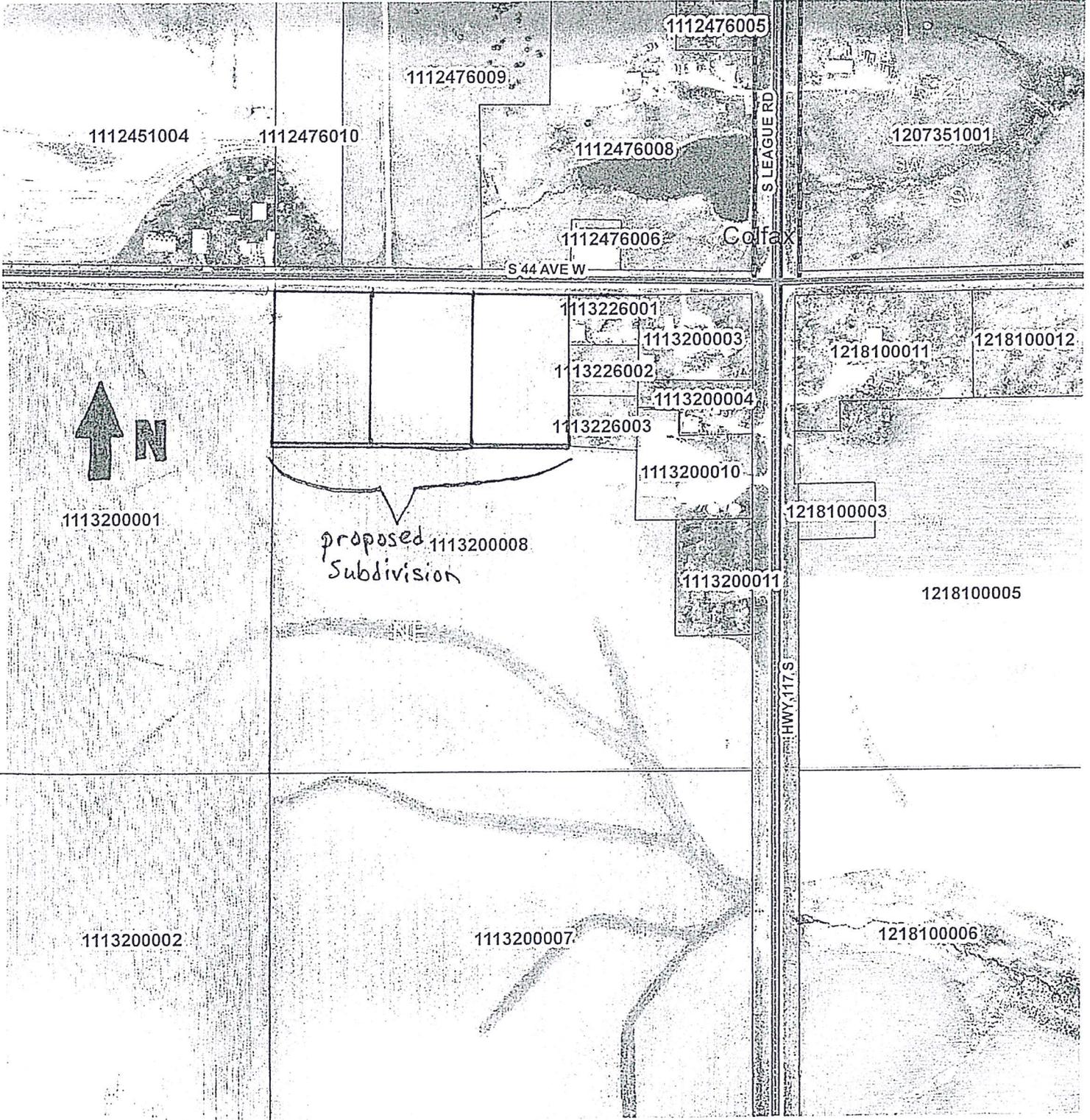
On this 18th day of November, 2019, before me Nick Fratzke, a Notary Public in and for the State of Iowa, appeared Dennis Slings to me personally known to be the chairperson of the Jasper County Zoning Commission and that said Rezoning Request was signed by him/her on behalf of said Jasper County Zoning Commission.

Witness my hand and Notary Seal the day and year above written.


Notary in and for the State of Iowa







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**LOCAL WORKFORCE DEVELOPMENT AREA 11
CHIEF ELECTED OFFICIALS
SHARED LIABILITY AGREEMENT**

This Agreement is entered into by and between the Boards of Supervisors of Boone, Dallas, Jasper, Madison, Marion, Polk, Story and Warren Counties, hereinafter collectively referred to as the "Party" or "Parties," to each appoint a Chief Elected Official ("CEO") to oversee a Local Workforce Development Area and agree to the terms and responsibilities of the receipt and distribution of grant funds from Iowa Workforce Development ("IWD"), pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014.

WHEAREAS, on March 25, 1999, the Governor of Iowa, pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014, determined the counties of Boone, Dallas, Jasper, Madison, Marion, Polk, Story and Warren shall comprise the Local Workforce Development Area 11 (LWDA 11); and

WHEAREAS, the counties of Boone, Dallas, Jasper Madison, Marion, Polk, Story and Warren desire to participate in and be members of a LWDA 11 as designated by the Governor; and

1. PURPOSES

To reiterate and memorialize the process and method of designating a Chief Elected Official (CEO).

To establish the powers, responsibilities and duties of the CEOs designated pursuant to this Agreement and the WIOA of 2014.

To establish the process and method the CEOs will use in the determination of the Chief Lead Elected Official (CLEO) and Vice Chief Lead Elected Official (Vice CLEO).

To establish the process and method the CEOs will use to nominate, appoint, or remove members of the Local Workforce Development Board (LWDB).

To establish the process and method the CEOs will use to designate the Fiscal Agent as the Grant Sub-recipient.

The terms and conditions, which follow, reflect the joint understanding among the Parties to this Agreement and shall be the essential elements of the mutual considerations of this Agreement.

2. TERM

This Agreement shall be effective upon the approval of the Boards of Supervisors of each of the member counties and the filing of this Agreement with the Secretary of State. This Agreement shall continue until the WIOA of 2014 is rescinded, or the Governor of Iowa changes the designated LWDA 11, or upon the CEOs amending this Agreement, or the end of the thirty (30) years from the date this Agreement has been approved.

3. CEO DESIGNATION, ORGANIZATION and ADMINISTRATION

A. The County Board of Supervisors Chair or a designee, from within the Board, shall be designated as the Chief Elected Official (CEO) for each Party to form the LWDA 11 CEO Board.

B. Each designated CEO shall collectively establish and appoint members to the Local Workforce Development Board (LWDB), known as the Central Iowa Workforce Development Board (CIWDB).

C. CEO decisions and actions required or any disputes arising under or relating to this Agreement shall be made in a democratic manner and each CEO shall have an equal vote in all deliberations. A simple majority vote shall be required to approve or deny any action required to fulfill the CEO responsibilities and duties contained in this Agreement.

D. The CEOs shall designate and elect a Chief Lead Elected Official (CLEO), and Vice Chief Lead Elected Official (Vice CLEO) by majority vote of the CEOs. The election shall take place at the meeting occurring on or after May first of each year. The elected CLEO shall be appointed to serve for at least a one (1) year term beginning on the day following the election.

E. In the event that the CLEO is unable to serve, the Vice-CLEO will succeed to such position.

F. The CLEO shall act as duly authorized signatory for the CEOs/LWDB on all agreements, grants, or on any other document requiring a signature and duly approved by the CLEO, in order to be legally binding. The CLEO shall serve as the primary point of contact for Iowa Workforce Development (IWD) in the dissemination of information to the CEOs and to the LWDB/CIWDB.

G. In the absence of the CLEO, the Vice CLEO may sign on behalf of the CEO and serve as the primary point of contact for IWD.

H. The CLEO will not serve as the highest-ranking officer on any Board or other entity that governs the Fiscal Agent (if independent from the CLEO's unit of Government) or a direct service provider.

I. Vice CLEO. At the request of the CLEO or in the absence of the CLEO, or during his/her inability to act, the Vice CLEO shall assume the powers and duties of the CLEO. The Vice CLEO shall have such other powers and perform such other duties as may be assigned to him/her by the CEOs.

J. The CEOs may establish such standing, special and advisory committees as deemed appropriate. Any committee established hereunder by the CEOs may be abolished by the CEOs at any time.

K. A regular meeting of the CEOs shall be held on or after May first of each year and as the CLEO determines necessary or by petition to the CLEO from those members constituting a minimum of 20% of the members of the CEOs.

L. At a minimum, CEOs will meet jointly with the LWDB/CIWDB. Meetings will occur quarterly in the months of February, May, August and November.

M. CEOs may participate in meetings via telephone and electronic means such as Facetime, Skype and webinars when such technology is available and functioning at the meeting location.

N. Because the CEOs and LWDB/CIWDB are comprised of public entities and will have the authority to apply for and receive funds and make other recommendations, the CEO Board and LWDB shall be deemed to constitute governmental bodies subject

to Iowa open meeting and open records laws (Chapters 21 and 22 of the Code of Iowa). The CLEO, through the administrative support from the LWDB/CIWDB staff, shall cause the agendas and minutes of the CEO and LWDB/CIWDB meetings to be prepared, appropriately published and distributed to the CEOs and board members.

O. Conflict of Interest. Whenever a potential conflict of interest arises, either directly or indirectly, the CEOs and LWDB members shall act to the benefit of the local workforce development area and not their own interests. When any such situation occurs, the affected CEO or board member is required to disclose the possible conflict of interest. In such a situation, the CEO or Board member may participate in discussion but must abstain from voting. CEOs and LWDB/CIWDB members shall sign a conflict of interest attestation form annually.

P. Election of New CEO. When a new CEO is elected in a county within the LWDA, the newly elected official must submit to the LWDB a written statement acknowledging that he or she has read, understands, and will comply with the current CEO Agreement and reserves the option to request negotiations to amend the CEO Agreement at any time during the official's tenure as a CEO.

Q. Selection of New CLEO. When a new CLEO is selected in accordance with the CEO Agreement, the newly selected CLEO must submit to the LWDB and IWD a written statement acknowledging that he or she has read, understands, and will comply with the current CEO Agreement, and will apprise IWD of the change in CLEO designation.

4. FINANCING

This joint cooperative undertaking is to be financed by the federal fund allocated to LWDA 11 under the WIOA of 2014 as amended and with funds that the CEOs may apply for and receive on behalf of the LWDA 11 Workforce Development Center System.

5. CEO POWERS, RESPONSIBILITIES AND DUTIES

The roles and responsibilities of the CEOs/CEO Board include:

A. Select a CLEO.

B. Secure nominations for the Local Workforce Development Board and subsequent vacancies in accordance with Iowa Code Section 84A.4(2).

C. Serve as grant sub-recipient of WIOA funds.

D. Recommending to the CLEO an organization to designate as the Fiscal Agent to serve as sub-recipient for WIOA funds and the roles and responsibilities under which the Fiscal Agent is to operate. The designation of a Fiscal Agent shall not absolve the Parties/CEOs of their collective liability for misspent WIOA funds.

E. In partnership with IWD:

1. The LWDB, CEOs and IWD shall negotiate and reach agreement on local performance accountability measures.
2. CEOs will consult with IWD in the development of a reorganization plan, following decertification of the LWDB for fraud, abuse, failure to carry out functions, or non-performance.
3. CEOs will ensure the provision of Rapid Response activities in the local area.

4. CEOs, IWD and the LWDB/CIWDB, shall establish and operate a fiscal and management accountability information system based on guidance established by the Secretary after consultation with IWD, CEOs and the one-stop service partners (such guidelines shall promote efficient collection and use of fiscal and management information for reports and monitoring the use of funds made available and for preparing the annual report).
5. The CEOs will consult with IWD regarding any federal or state funded activity in the local area.

F. In partnership with the LWDB/CIWDB:

1. Establishing bylaws for the LWDB/CIWDB.
2. CEOs and the LWDB/CIWDB shall develop, agree on and submit a local plan to IWD that meets local workforce development needs and the requirements of WIOA.
3. The local plan must be consistent with the state plan.
4. CEOs shall approve the local plan.
5. CEOs and LWDB shall conduct oversight for WIOA Title I programs and the American Job Center (AJC) in the local area.
6. In fulfilling oversight responsibilities of the WIOA, CEOs shall receive from the designated Fiscal Agent and service providers the following information for review prior to each meeting:
 - a) Reports and documents that summarize the current financial condition of all WIOA grants awarded to LWDA 11, including income, expenditures, fund balances, comparison to approved budget and other financial metrics the CEOs may identify in conjunction with the execution of their responsibilities.
 - b) Reports and documents that summarize current program performance in LWDA 11 against the negotiated performance standards required under WIOA, including whether the local area is meeting, exceeding or failing to meet each performance standard.
 - c) Reports and documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the CEOs retain ultimate financial liability.
7. CEOs and LWDB shall ensure the appropriate management, investment and use of the funds provided to the local area to maximize performance outcomes.
8. The LWDB, with approval of the CEOs, shall select a one-stop operator and service provider(s) through competitive process and may terminate for cause the eligibility of such operator pursuant to WIOA section 107(d)(10)(A)(ii).
9. CEOs shall approve additional one-stop partners as deemed appropriate and necessary to provide quality services.
10. The LWDB, with approval of the CEOs, shall develop and enter into a Memorandum of Understanding (MOU) concerning the operation of the delivery system in the local area with One- Stop Partners. The completed MOUs shall be subject to CEO approval and shall be reviewed and approved at scheduled meetings.
11. The LWDB/CIWDB shall develop a board budget annually, with approval of the CEOs. The LWDB/CIWDB, with the assistance of the Fiscal Agent, shall develop a budget consistent with the local plan for its activities and submit the budget to the CEOs for their approval. The Fiscal Agent must distribute grant

funds as approved by the CEOs, provided the disbursement does not violate WIOA or any other applicable law.

6. MISSPENT FUNDS OR DISALLOWED COSTS

A. The CEOs expect the Fiscal Agent to assume primary liability for any disallowed costs associated with the provision of Fiscal Agent services and shall be held liable for any disallowed costs by the CEOs.

B. In the event WIOA fund expenditures are disallowed and Parties/CEOs are unsuccessful at obtaining repayment from the entity responsible for incurring the disallowed cost or the Fiscal Agent, each Party shall be responsible for a portion of any such liability. The apportionment shall be divided equally between the eight counties in the LWDA identified as Parties to this Agreement.

C. The Parties/CEOs agree that any required repayment of disallowed expenditures must be made from non-federal funding sources.

7. DISPUTE RESOLUTION

If a dispute arises involving the interpretation, implementation or enforcement of this Agreement, the parties shall meet, in person and in good faith, to make every reasonable attempt to resolve the problem within thirty (30) days of discovering a material dispute. The parties agree that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

8. LOCAL WORKFORCE DEVELOPMENT BOARD (Central Iowa Workforce Development Board)

A. Nominations

1. CEOs shall seek board member nominations from private sector local business organizations and trade associations.
2. The CLEO shall contact appropriate local private sector businesses, workforce entities, labor representatives, educational entities, and chambers of commerce serving the local service area to request nominations for LWDB membership.
3. When nominating an individual to serve on the LWDB, all nominating organizations shall complete and submit the following nomination documents to the CLEO for membership consideration, selection and appointment:
 - a) Signed Conflict of Interest form,
 - b) Signed Member Nomination form.
4. CLEOs shall submit nomination and appointment documentation, for LWDB/CIWDB membership, to Iowa Workforce Development (IWD) for review, approval and confirmation of the proposed appointee.

B. Appointments

The CEOs have the exclusive responsibility to appoint members to the LWDB/CIWDB from the individuals recommended or nominated by each class of membership.

1. CEOs shall have a majority vote, to appoint nominees to the LWDB. Private sector board members shall be appointed for four-year terms. CEOs shall not

appoint nominees to the LWDB until the CLEO has received confirmation from IWD that the appointment has been approved.

2. CEOs shall appoint members to ensure that at all times a majority of the LWDB members (a minimum of 51%) are business representatives, which represent business owners, chief executive officers, and other executives with optimum policy making or hiring authority, and provide employment in in-demand industry sectors or occupations in the local area. At least two of the business representatives must represent small business as defined by the Small Business Administration.
3. CEOs shall appoint members to ensure that at all times not less than 20% of the LWDB/CIWDB members are workforce representatives, which represent labor organizations, joint labor-management or union, affiliated registered apprenticeship programs, nominated by labor organizations, federations or other employee representatives. Additional board members can be filled by community-based organizations that have demonstrated experience and expertise addressing education, training or employment needs of veterans or individuals with disabilities; organizations that have demonstrated the experience and expertise in addressing education, training or employment needs of eligible youth, including out-of-school youth.
4. CEOs shall appoint members to ensure that at all times there is a representative from adult education and representative from higher education, including community colleges, providing workforce investment activities. Additional positions may include representatives of local education agencies and community-based organizations with experience and expertise in serving individuals with barriers to employment.

a). When there are multiple local area providers of adult education services and higher education institutions providing workforce activities, CEOs will solicit nominations from those providers and institutions. This requirement provides for a representative selection process for these membership categories.

5. CEOs shall appoint members to ensure that at all times there is a representative from economic and community development entities, a member from the state employment services under the Wagner-Peyser Act, and a representative from Vocational Rehabilitation. The employment services and Vocational Rehabilitation representatives must be nominated by the Director of the respective state departments. Additional positions may include representatives from agencies providing transportation, housing, or public assistance programs or philanthropic organizations. CEOs will attempt to seek nominations and appointments to include representation from each of the eight counties.
6. Individuals may be appointed as a representative of more than one required entity, if the individual meets all the criteria for representation described above.
7. CEOs shall appoint members to ensure overall members of the LWDB, excluding the Wagner Peyser Act and Vocational Rehabilitation representatives, is balanced by gender and political affiliation. After applying the exclusions, no more than one half plus one of the remaining board members will be composed of any one gender or political party.
8. CEOs shall determine if any additional members should be appointed beyond the minimum required by WIOA. If such additional appointments are made, the

51% local business representative membership and 20% labor representative membership requirements shall be maintained.

9. CEOs shall perform an annual assessment of the LWDB's membership and performance to ensure the Board is performing adequately and in accordance with the direction and guidance CEOs provide.

C. Reappointment

1. The CLEO is responsible for all reappointments. New nominations are required for all appointments from nominating organizations.
2. The CLEO must process reappointments within 60 business days from the effective date of the term expiration. During the 60-day period, the LWDB shall be able to legally act as a board and conduct business. If the CLEO fails to reappoint a LWDB member in a required category within 60 business days, the LWDB will be out of compliance with its membership composition requirements, and any business conducted will not be considered legal, unless the LWDB has a waiver in place in accordance with Vacancies.

D. Mid-term Appointment

1. LWDB members replacing outgoing members mid-term, will serve the remainder of the outgoing member's term.

E. Change in Status

1. LWDB members may continue to serve on the LWDB until:
 - a) Their term expires; however, the member may continue to serve until the replacement nominee's required documents are confirmed and approved by IWD.
 - b) The classification under which they were appointed changes.
 - c) The CEOs vote to remove the member.
 - d) The member becomes incapacitated or otherwise unable to complete their term.
 - e) The member resigns. A resignation is not effective until it has been accepted by the CLEO.
2. LWDB members who no longer hold the position or status that made them eligible to represent a required sector on the LWDB must resign or be immediately removed by the CLEO as a representative of that sector or entity.
3. Any changes to the membership of the LWDB must be reported to IWD within 10 business days from the date of the change. Notification shall include:
 - a) The name of the LWDB member.
 - b) The nature of the change (resign, removal, etc.)
 - c) The organization represented.
 - d) Job title.
 - e) Category of inclusion (business, workforce, education & training, government / economic and or community development, etc.)

Nominations and appointments for the Central Iowa Workforce Development Board shall be made in compliance with Iowa Code section 84A.4(1). To the extent possible each county will be represented.

F. Vacancies

1. CEOs will make every effort to ensure LWDB vacancies are filled within 60 days from the time the vacancy was created, or submit a written request for a Waiver to IWD.

G. Removal

1. The CLEO shall remove a LWDB member in the event any of the following occurs:

- a) Documented violation of conflict of interest.
- b) Failure to meet LWDB member representation requirements, as defined in the WIOA and in accordance with the LWDB membership requirements.
- c) Documented proof of fraud and or abuse.
- d) LWDB members may be removed for other factors outlined in LWDB bylaws.

9. INSURANCE

The Parties of this Agreement agree that the Central Iowa Workforce Development Board shall purchase such insurance as is necessary to fully insure the Chief Elected Official Board and indemnify its member counties, their elected officials or designees and the signatories to this Agreement and save them harmless from all suits, actions, damages, liability and expense in connection with any misuse of grant funds allocated to the local area under sections 128 and 133 of the Workforce Innovation and Opportunity Act arising wholly or in part by any act or omission of the Chief Elected Official Board, the LWDB/CIWDB or any of its members, the-fiscal agent or any of its members, their agents, contractors, employees, servants, invitees, licensees or concessionaires, and from all reasonable attorney's fees and other costs of defending any such suit or action. Insurance policies to be purchased and maintained shall name Central Iowa Workforce Development Board and the Chief Elected Official Board members as insureds, and shall include, but not be limited to, coverage for directors' and officers' liability, crimes committed, professional liability, general liability, sexual abuse, worker's compensation, automobile and fiduciaries liability.

10. DESIGNATION OF FISCAL AGENT

WIOA requires the CEOs to serve as the local grant recipient for all WIOA Title I funds and to enter into a grant relationship with the State. Under a majority decision CEOs may also elect through majority vote to designate a fiscal agent to administer these funds and to fulfill the role of grant sub-recipient. Even if CEOs designate a grant sub-recipient and fiscal agent, they remain liable for any misused funds and for expenditures that are determined unallowable under WIOA. The fiscal agent will:

- A. Receive funds.
- B. Disburse funds as directed by the LWDB/CIWDB.

- C. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget (OMB) circulars, WIOA, and IWD policies.
- D. Respond to audit financial findings.
- E. Maintain proper accounting records and adequate documentation.
- F. Prepare financial reports.
- G. Provide technical assistance to contractors regarding fiscal issues.
- H. At the direction of the LWDB/CIWDB, the fiscal agent may also:
 - 1. Procure contracts or obtain written agreements.
 - 2. Conduct financial monitoring on service providers, and
 - 3. Ensure independent audit of all employment and training programs.

11. GENERAL PROVISIONS

A. **ENTIRE AGREEMENT:** This Agreement is the entire agreement between the Parties relating to the subject matter hereof and stands in place of any previous agreement, whether written or oral. It is understood and agreed that this Agreement incorporates and includes any and all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

B. **AMENDMENTS:** The terms and provisions of this Agreement may only be amended by the written mutual consent of all Parties. Mutual consent shall be determined by at least two-thirds (2/3) roll call vote of the members of the CEO Board at any regular or special meeting for which the members were notified at least ten (10) calendar days prior to said meeting.

C. **NOTICE:** Whenever any party desires or is required to give notice unto another party, notice shall be given in writing sent by registered United States Mail with Return Receipt Requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving such notice in compliance with the provision of this paragraph or by electronic notice at the e-mail address provided for notifications. The Parties designate the seat of the Legislative Body for their county as the place for giving notice pursuant to this Agreement.

D. **CHOICE OF LAW:** This Agreement shall be deemed to be a binding agreement and any controversy, dispute or claim between the Parties arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

E. **SEVERABILITY:** In the event that any portion or provisions of this Agreement or the application of any such provision to any party or circumstances is determined to be invalid, illegal or unenforceable, this determination shall in no way affect the validity or enforcement of the remaining portions or provisions of this Agreement. The remaining portions or provisions shall remain in full force and effect.

F. WAIVER: Any waiver of any term or condition by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be construed as a general waiver or a waiver of any other term or condition. r.

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement on separate signature pages for each municipality member of the Chief Elected Official Board and on the respective dates which accompany each signature;

SIGNATURE PAGE

IN WITNESS WHEREOF, _____ COUNTY EXECUTES THIS 28E AGREEMENT, TO BE A MEMBER OF LOCAL WORKFORCE DEVELOPMENT AREA 11

EFFECTIVE _____:

By: _____

Brandon Talsma

Jasper County Board of Supervisors, Chairperson

ATTEST: _____

Dennis Parrott

Jasper

County Auditor

ACKNOWLEDGEMENT BY NOTARY

STATE OF IOWA

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}ss.

Jasper

COUNTY

}

On this ___ day of _____, 2020, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of _____ County, Iowa respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said _____ County, Iowa, by authority of its Board of Supervisors and that said _____ and _____ as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

Notary Public In and For Said County And State of Iowa

RESOLUTION

A RESOLUTION PROVIDING FOR COOPERATION WITH OTHER GOVERNMENTAL UNITS IN THE CREATION AND OPERATION OF THE SERVICE DELIVERY LOCAL WORKFORCE DEVELOPMENT AREA 11 CONSORTIUMS

WHEREAS, the Governor of Iowa determined that the counties of Boone, Dallas, Jasper, Madison, Marion, Polk, Story and Warren shall comprise Local Workforce Development **Local Workforce Development Area 11** pursuant to the WIOA of 2014, and

WHEREAS, the WIOA of 2014 requires, and Chapter 28E, Code of Iowa (2019) allow, units of local government to indicate their joint participation in the WIOA, by executing a joint exercise of powers agreement in accordance with those laws and regulations, and

WHEREAS, the heretofore-named counties desire to participate in, and be a member of **Local Workforce Development Area 11** as designated by the Governor:

NOW, THEREFORE, BE IT RESOLVED BY the county of _____, Iowa that it does hereby pledge its cooperation with the governing bodies of other cooperating governmental units in the creation and operation of the Chief Elected Official **Local Workforce Development Area 11** Board by adopting the Articles of Agreement of such Board which is attached hereto and by this reference made a part hereof.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Jasper _____ County Board of Supervisors, Chairperson

Attest:

I, _____, Auditor of the County of _____, Iowa do hereby certify that the foregoing Resolutions number _____ was duly and regularly adopted by this governing body on the _____ day of _____, 2020.

Jasper _____ County Auditor

RESOLUTION NO. _____

RESOLUTION APPROVING PLAT OF DEGRAFF SUBDIVISION

WHEREAS, there has been presented to the Jasper County, Iowa Board of Supervisors a plat of certain property located in Jasper County, said plat being designated as DEGRAFF SUBDIVISION, and certified by J. Brian Morrisey, a Licensed Professional Land Surveyor, and

WHEREAS, the property covered by said plat is legally described as follows:

The Northeast Quarter of the Northeast Quarter of Section Thirteen, Township Seventy-nine North, Range Twenty-one West of the Fifth P.M., Jasper County, Iowa, EXCEPT Parcel "B" recorded in the Plat of Survey in Plat Cabinet A, at page 362 and ALSO EXCEPT Parcel "C" recorded in Plat of Survey in Plat Cabinet A, at page 363 and ALSO EXCEPT Parcels "D", "E" and "F" recorded in Plat Book 970, at page 259, ALSO EXCEPT Tract One described as: Beginning at a point Sixty-seven and Nine tenths feet West along the North line of the Section, and Thirty-three feet South, parallel to the East line of the Section, from the Northeast Corner of Section Thirteen, thence South 0°56'20" East Two hundred and Thirty and Seventy-eight hundredths feet, thence North 89°08'45" West Three hundred and one and Ninety-three hundredths feet, thence North 0°26'25" West Two hundred Twenty-five and Eighty-six hundredths feet, thence North 89°55'35" East Two hundred and Ninety-nine and Eighty-three hundredths feet to the point of beginning and ALSO EXCEPT Tract Two described as: Beginning at a point Sixty-four and one tenth feet West along the North line of the Section, and Two hundred and Sixty-three and Seventy-five hundredths feet South parallel to the East line of the Section, from the Northeast Corner of Section Thirteen, thence South 0°56'20" East Twenty-eight and Eighty hundredths feet, thence South 1°25'10" East One hundred and Ten and Seventy-two hundredths feet, thence South 88°43'50" West One hundred Ninety and Eighty-nine hundredths feet, thence North 1°13'35" West Seventy-seven feet, thence South 88°33'20" West One hundred Twelve feet, thence North 0°26'25" West Seventy-three and Ninety-four hundredths feet, thence South 89°08'45" East Three hundred and one and Ninety-three hundredths feet to the point of beginning.

WHEREAS, the plat in all respects conforms to the laws and regulations covering the same.

NOW THEREFORE be it resolved that the plat designated DEGRAFF SUBDIVISION of the above-described property be and the same is hereby approved. The chairman of the board is hereby directed to certify a copy of this Resolution and affix the same to the plat for filing in the office of the Jasper County Recorder.

Approved this _____ day of _____, 2020.

Chairman

Auditor

I, _____, Chairman of the Jasper County Board of Supervisors, do hereby certify that the Resolution hereinabove set out is a true and correct copy of a Resolution approved and adopted by the Jasper County Board of Supervisors on the _____ day of _____, 2020, whereby said Board accepted and approved the plat of DeGraff Subdivision.

IN WITNESS WHEREOF, I hereto affix my hand and the seal of Jasper County, Iowa, this _____ day of _____, 2020.

Notary Public

**Public Professional and Maintenance Employees
Grade /Job Classification/Salary Schedule**

- Grade II Accounting Clerk / Computer Specialist
- Grade III Sign Man I, Skilled Laborer, Truck Driver, Patrol Operator, Crawler Excavator Operator, Civil Technician III, and Mechanic's Helper*
- Grade IV Civil Technician II and Mechanic II*
- Grade V Civil Technician I and Mechanic I*
- Grade VI Working Foremen
- Grade VII Survey Design Specialist / RLS

* These classifications will receive a tool allowance of \$700 per year.

** Supplemental pay for employees assigned & certified to operate the crane will be set at \$500 per year.

Revised pay plans will have a False Top. Employees hired prior to July 1, 2016 will be eligible for the Year 8 Step pay. Employees hired after July 1, 2016 will not be eligible for Year 8 Step pay for the duration of this contract.

		Effective 7/1/2020 (Merged prior pay plans) 2% ATB								
		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Grade II		\$18.38	\$18.73	\$19.09	\$19.45	\$20.01	\$20.39	\$20.79	\$21.18	\$21.59
Grade III		\$22.74	\$23.22	\$23.68	\$24.17	\$24.77	\$25.28	\$25.79	\$26.32	\$26.85
Grade IV		\$23.09	\$23.58	\$24.07	\$24.55	\$25.15	\$25.69	\$26.21	\$26.73	\$27.26
Grade V		\$23.48	\$23.96	\$24.44	\$24.92	\$25.57	\$26.10	\$26.62	\$27.13	\$27.66
Grade VI		\$24.80	\$25.40	\$26.00	\$26.60	\$27.01	\$27.66	\$28.32	\$28.97	\$29.63
Grade VII		\$28.41	\$29.13	\$29.87	\$30.58	\$30.94	\$31.72	\$32.53	\$33.30	\$34.09

		Effective 7/1/21 2.0% ATB								
		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Grade II		\$18.75	\$19.10	\$19.48	\$19.84	\$20.41	\$20.80	\$21.21	\$21.60	\$22.02
Grade III		\$23.19	\$23.68	\$24.16	\$24.66	\$25.26	\$25.78	\$26.30	\$26.85	\$27.38
Grade IV		\$23.55	\$24.05	\$24.55	\$25.04	\$25.66	\$26.20	\$26.73	\$27.27	\$27.80
Grade V		\$23.95	\$24.44	\$24.93	\$25.42	\$26.08	\$26.62	\$27.15	\$27.67	\$28.21
Grade VI		\$25.29	\$25.91	\$26.52	\$27.13	\$27.55	\$28.21	\$28.88	\$29.54	\$30.22
Grade VII		\$28.98	\$29.71	\$30.46	\$31.19	\$31.56	\$32.35	\$33.18	\$33.97	\$34.77

		Effective 7/1/22 2.0% ATB								
		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Grade II		\$19.12	\$19.48	\$19.87	\$20.24	\$20.82	\$21.22	\$21.63	\$22.03	\$22.46
Grade III		\$23.65	\$24.15	\$24.64	\$25.15	\$25.77	\$26.30	\$26.83	\$27.39	\$27.93
Grade IV		\$24.03	\$24.54	\$25.04	\$25.54	\$26.17	\$26.72	\$27.27	\$27.81	\$28.36
Grade V		\$24.43	\$24.93	\$25.43	\$25.93	\$26.60	\$27.15	\$27.70	\$28.23	\$28.77
Grade VI		\$25.80	\$26.42	\$27.05	\$27.68	\$28.10	\$28.77	\$29.46	\$30.14	\$30.82
Grade VII		\$29.55	\$30.31	\$31.07	\$31.82	\$32.19	\$33.00	\$33.84	\$34.65	\$35.47

		Effective 7/1/23 2.50% ATB								
		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Grade II		\$19.60	\$19.97	\$20.36	\$20.74	\$21.34	\$21.75	\$22.17	\$22.58	\$23.02
Grade III		\$24.25	\$24.76	\$25.26	\$25.78	\$26.41	\$26.95	\$27.50	\$28.07	\$28.63
Grade IV		\$24.63	\$25.15	\$25.67	\$26.18	\$26.82	\$27.39	\$27.95	\$28.51	\$29.07
Grade V		\$25.04	\$25.55	\$26.06	\$26.57	\$27.27	\$27.83	\$28.39	\$28.93	\$29.49
Grade VI		\$26.44	\$27.08	\$27.73	\$28.37	\$28.80	\$29.49	\$30.20	\$30.89	\$31.59
Grade VII		\$30.29	\$31.07	\$31.85	\$32.61	\$32.99	\$33.83	\$34.69	\$35.51	\$36.35

		Effective 7/1/24 2.75% ATB								
		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Grade II		\$20.14	\$20.52	\$20.92	\$21.31	\$21.93	\$22.34	\$22.78	\$23.20	\$23.65
Grade III		\$24.91	\$25.44	\$25.95	\$26.49	\$27.14	\$27.70	\$28.26	\$28.84	\$29.42
Grade IV		\$25.30	\$25.84	\$26.38	\$26.90	\$27.56	\$28.15	\$28.72	\$29.29	\$29.87
Grade V		\$25.73	\$26.25	\$26.78	\$27.30	\$28.02	\$28.59	\$29.17	\$29.73	\$30.30
Grade VI		\$27.17	\$27.83	\$28.49	\$29.15	\$29.60	\$30.30	\$31.03	\$31.74	\$32.46
Grade VII		\$31.13	\$31.92	\$32.72	\$33.51	\$33.90	\$34.76	\$35.64	\$36.49	\$37.35

June 2018

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR COUNTY BRIDGE FEDERAL-AID SWAP FUNDING**

COUNTY: Jasper

PROJECT NO.: BROS-SWAP-C050(126)--FE-50

AGREEMENT NO.: 1-20-HBP-SWAP-002

This is an agreement between the County of Jasper County, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department), for funding through the Federal-aid Swap County Highway Bridge Program (HBP) under 761 Iowa Administrative Code (IAC) Chapter 161.

The parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out this agreement.
2. All notices required under this agreement shall be in writing to the Department and the Recipient's contact person. The Department's contact persons shall be the Local Systems Project Development Engineer, Christy VanBuskirk, and Central Region Local Systems Field Engineer, Brian J. Catus. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 196420
 - B. Location: On South 64th Avenue East over Sugar Creek
 - C. Preliminary Estimated Total Eligible Costs: \$450,000
4. The eligible project construction limits shall include the bridge plus grading and paving to reach a "touchdown point" determined by the Department. Eligible project costs include only costs associated with construction within the eligible project construction limits.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environment 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 Federal-aid Swap County HBP funds. The Recipient shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to Federal-aid Swap 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.
7. The Recipient shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the Recipient shall follow all administrative and contracting procedures required for Farm-to-Market projects.
8. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 3-year deadline.
9. The Recipient shall pay for all project costs not reimbursed with Federal-aid Swap County HBP funds.
10. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
11. This agreement is not assignable without the prior written consent of the Department.

- 12. It is the intent of both parties that no third party beneficiary be created by this agreement.
- 13. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that are not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written acceptance 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.

County Signature Block

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

County Auditor

Chair, County Board of Supervisors

**IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration**

By _____ Date _____, 20_____
Brian J. Catus, P.E.
Local Systems Field Engineer
Central Region

EXHIBIT 1

General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

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

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. Design and Consultant Services

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

4. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

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

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
- b. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- c. The Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to Department.

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

- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

7. Construction.

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

8. Reimbursements.

- a. The Recipient will be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out.

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.

LEVEL "C" ROADWAY DESIGNATION RESOLUTION

Number _____

WHEREAS, Jasper County desires to classify a certain stretch of roadway on the area service system to provide for a minimal level of maintenance and access by means of a gate or barrier; and

WHEREAS, the County, after consultation with the County Engineer, has the authority to specify certain roads within the County as Area Service "C" roads pursuant to Iowa Code Section 309.57 (2015) see attached reference Document 1 of 1; and

WHEREAS, Jasper County has received a written request from the land owners, requesting that the Level "B" portion of **S 88th Ave W located in Sections 2 and 11, Township 78 North, Range 21 West of the Fifth P.M., Jasper County, Iowa, described as follows: Beginning at a point 2010 feet west of the Southeast Corner of said Section 2; thence west to the east right-of-way line of W 109th St S** be classified as a Level "C" Area Service Road and gates be installed.

1. **Blading.** Blading or dragging will not be performed on a regular basis.
2. **Snow and Ice Removal.** Snow and Ice removal will not be performed on a regular basis. Sanding and salting will not be performed on a regular basis.
3. **Bridges.** Bridges on Area Service "C" Roads may not be maintained to carry legal loads but will be posted as appropriate to advise of any load limitations.
4. **Weed, Brush, and Trees.** Mowing or spraying weeds, cutting brush and tree removal will not be performed on a regular basis. Adequate sight distances will not be maintained as on a regular road.
5. **Structures** Bridges and Culverts may not be maintained on a regular basis to carry legal loads. Upon failure or loss, the replacement structures will be for traffic thereon.
6. **Road Surfacing.** There will be no surfacing materials applied to Area "C" Service roads.
7. **Shoulders.** Shoulders will not be maintained.
8. **Crown.** A crown will not be maintained.
9. **Repairs.** There will be no repairs on a regular basis.
10. **Uniform Width.** Uniform width for the traveled portion of the road will not be maintained.
11. **Inspections.** Regular inspections will not be conducted.
12. **Gate.** The gate shall be purchased and installed by the County and maintained by the County.

WHEREAS, the only persons who will have access rights to the road shall be:

- (1) The owner, lessee, or person in lawful possession of any adjoining land.
- (2) The agent or employee of the owner, lessee or person in lawful possession of any adjoining land.
- (3) Any peace officer.
- (4) Any magistrate.
- (5) Any public employee whose duty it is to supervise the use or perform maintenance of the road.
- (6) Any agent or employee of any utility located upon the road.

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JASPER COUNTY that this County does hereby establish the road described as an Area Service "C" road, with restricted access and a minimal level of maintenance.

Enacted this _____ day of _____

Chairperson, Board of Supervisors
Brandon Talsma

Board Member, Dennis Carpenter

Board Member, Doug Cupples

Attest: _____
Auditor, Dennis Parrott

Reference 1

309.57 Area service classification.

1. The county board of supervisors, after consultation with the county engineer, and for purposes of specifying levels of maintenance effort and access, may classify the area service system into three classifications termed area service “A”, area service “B”, and area service “C”. The area service “A” classification shall be maintained in conformance with applicable statutes. Area service “B” classification roads may have a lesser level of maintenance as specified by the county board of supervisors, after consultation with the county engineer. Area service “C” classification roads may have restricted access and a minimal level of maintenance as specified by the county board of supervisors after consultation with the county engineer.

2. Roads within area service “B” and “C” classifications shall have appropriate signs, conforming to the Iowa state sign manual, installed and maintained by the county at all access points to roads on this system from other public roads, to adequately warn the public they are entering a section of road which has a lesser level of maintenance effort than other public roads. In addition, area service “C” classification roads shall adequately warn the public that access is limited.

3. Roads may only be classified as area service “C” by ordinance or resolution. The ordinance or resolution shall specify the level of maintenance effort and the persons who will have access rights to the road. The county shall only allow access to the road to the owner, lessee, or person in lawful possession of any adjoining land, or the agent or employee of the owner, lessee, or person in lawful possession, or to any peace officer, magistrate, or public employee whose duty it is to supervise the use or perform maintenance of the road. Access to the road shall be restricted by means of a gate or other barrier.

4. Notwithstanding section 716.7, subsection 2, paragraph “b”, subparagraph (2), entering or remaining upon an area service “C” classification road without justification after being notified or requested to abstain from entering or to remove or vacate the road by any person lawfully allowed access shall be a trespass as defined in section 716.7.

5. A road with an area service “C” classification shall retain the classification until such time as a petition for reclassification is submitted to the board of supervisors. The petition shall be signed by one or more adjoining landowners. The board of supervisors shall approve or deny the request for reclassification within sixty days of receipt of the petition.

6. The county and officers, agents, and employees of the county are not liable for injury to any person or for damage to any vehicle or equipment, or contents of any vehicle or equipment, which occurs proximately as a result of the maintenance of a road which is classified as area service “B” or “C” if the road has been maintained to the level required for roads classified as area service “B” or “C”.

[S81, §309.57; 81 Acts, ch 100, §1]

96 Acts, ch 1103, §1; 2002 Acts, ch 1063, §10; 2003 Acts, ch 144, §5; 2013 Acts, ch 90, §242



JASPER COUNTY ENGINEER'S OFFICE

910 N 11TH Ave E Newton, IOWA 50208

Request to Change Road Designation From Level B to Level C

Street: S. 88th AVE. W.

Between: W. 109th St. S.

&: SGG

Township: Des Moines

Section: 2 and 11

ADJOINING LANDOWNERS

➤ : Taylor Farm LLC

✓ Signature [Signature] Date 04-10-2020

➤ : Teresa Smith

✓ Signature [Signature] Date 11 April 2020

➤ : Jack Smith

✓ Signature [Signature] Date 11 April 2020

➤ : Gordon Wassenaar

✓ Signature [Signature] Date 14 APRIL 2020

➤ : Cammie Ritter

✓ Signature [Signature] Date 4/26/20

➤ : _____

✓ Signature _____ Date _____

This request is to see if there's interest in changing the designating from level B to level C

BRIDGE EMBARGO
RESOLUTION

WHEREAS: The Board of Supervisors is empowered under authority of Sections 321.236 Sub. (8), 321.255 and 321.471 to 321.473 to prohibit the operation of vehicles or impose limitations as to the weight thereof on designated highways or highway structures under their jurisdiction, and

WHEREAS: several bridges require posted weight limitations, an update to posted weight limitation, closure, or removal of posted weight limitations because of inspection by the Jasper County Highway Department or their designated agent.

NOW, THEREFORE, BE IT RESOLVED by the Jasper County Board of Supervisors that vehicle load limits and closures be placed as follows:

YEA: _____

NAY: _____

Approved this 26th day of May, 2020.

Brandon Talsma, Chairman Board of Supervisors _____

ATTEST : Dennis Parrott, County Auditor _____

PBI No	Weight Limit
A01	LEGAL
A02	15 TONS
A03	LEGAL
A04	LEGAL
A05	LEGAL
A06	LEGAL
A08	23 TONS
A09	LEGAL
A10	LEGAL
A11	LEGAL
A12	LEGAL - CMP
A14	428, 540, 640
A15	LEGAL
A16	LEGAL
A17	LEGAL - LWC
A18	LEGAL
B01	One Lane Bridge
B02	20 TONS
B03	20 TONS
B05	10 TONS
B06	LEGAL
B07	15 TONS
B08	LEGAL
B09	428, 540, 640
B10	LEGAL
B11	CLOSED - REMOVED
B13	LEGAL
B14	LEGAL
B15	15 TONS
B16	CLOSED - REMOVED
C02	12 TONS
C04	CLOSED - REMOVED
C05	25 TONS
C06	10 TONS
C08	LEGAL
C09	CLOSED/OUT OF SYSTEM
C10	20 TONS
C11	LEGAL
C12	15 TONS
C13	LEGAL
C14	LEGAL
C15	LEGAL
C16	LEGAL
C18	LEGAL
C19	428, 540, 640

PBI No	Weight Limit
C20	LEGAL
C21	10 TONS
C23	LEGAL
C26	LEGAL
C27	LEGAL
D01	One Lane Bridge
D05	25 TONS
D06	428, 540, 640
D09	LEGAL
D10	LEGAL
D11	428, 540, 640 One Lane All Vehicles
D13	LEGAL
D14	20 TONS
D15	LEGAL - CMP
D16	LEGAL
D17	10 TONS
D18	LEGAL
D19	LEGAL
E01	CLOSED
E02	LEGAL
E03	LEGAL
E04	LEGAL
E05	LEGAL
E06	LEGAL
E07	LEGAL
E08	LEGAL
E09	LEGAL
E11	20 TONS
E12	LEGAL - LWC
E14	20 TONS
E15	LEGAL
E16	20 TONS
E17	LEGAL
E18	One Lane Bridge
E19	20 TONS
E20	LEGAL
E21	20 TONS
E22	LEGAL
E24	9 TONS
E25	LEGAL
F01	420, 530, 630 ALL VEHICLES
F02	LEGAL/ALUM ARCH
F03	410, 515, 615 ALL VEHICLES
F04	15 TONS
F05	LEGAL

PBI No	Weight Limit
F07	LEGAL
F09	LEGAL
F10	LEGAL
F12	LEGAL
F13	428, 540, 640 All Vehicles
F19	LEGAL
F20	428, 540, 640
F21	428, 540, 640
F31	LEGAL
G01	20 TONS
G02	LEGAL
G03	LEGAL
G04	LEGAL
G05	LEGAL
G06	LEGAL
G09	428, 540, 640, One Lane Bridge
G10	LEGAL
G11	LEGAL - CMP
G12	LEGAL
G13	LEGAL
G18	LEGAL
G19	LEGAL
G21	LEGAL
G22	23 TONS
G25	LEGAL
G27	25 TONS/ONE TRUCK
G28	24 TONS
G30	LEGAL
G34	LEGAL
G35	LEGAL
H01	LEGAL
H02	20 TONS
H03	6 TONS
H04	LEGAL
H06	LEGAL
H07	LEGAL -CMP
H08	428, 540, 640
H09	LEGAL
H10	LEGAL
H11	LEGAL
H12	LEGAL
H13	CLOSED
H14	LEGAL
H15	LEGAL
I01	LEGAL
I02	LEGAL

PBI No	Weight Limit
F06	LEGAL
I04	CLOSED
I05	LEGAL
I07	6 TONS
I08	LEGAL
I09	427, 540, 640
I10	LEGAL
I11	LEGAL
I12	CLOSED - REMOVED
I13	LEGAL
I15	LEGAL
I16	LEGAL
I17	LEGAL
I18	LEGAL
I19	LEGAL
I20	426, 540, 640
I21	CLOSED - REMOVED
I22	LEGAL
J01	LEGAL
J02	LEGAL
J03	20 TONS
J05	LEGAL
J06	LEGAL
J07	LEGAL
J08	10 TONS
J09	LEGAL
J10	LEGAL
J11	428, 540, 640, One truck on Bridge
J12	LEGAL
J13	LEGAL
J16	LEGAL
J18	LEGAL
J20	20 TONS
K01	LEGAL
K05	20 TONS
K06	LEGAL
K08	LEGAL
K09	25 TONS
K10	27 TONS
K11	420, 530, 635
K13	LEGAL
K14	LEGAL
K15	22 TONS
K19	LEGAL
K21	LEGAL
K22	LEGAL

PBI No	Weight Limit
K26	CLOSED -REMOVED
K28	LEGAL
K30	LEGAL
K32	LEGAL
K33	LEGAL
K35	LEGAL
K36	LEGAL
L01	25 TONS
L02	LEGAL
L03	LEGAL
L06	LEGAL
L07	LEGAL
L08	LEGAL
L10	20 TONS
L12	428, 540, 640
L13	25 TONS
L14	LEGAL
L16	LEGAL
L17	20 TONS
L18	LEGAL
L19	LEGAL
L20	LEGAL
L21	LEGAL
L22	24 TONS
L24	LEGAL
L25	20 TONS
L26	CLOSED - REMOVED
L27	428, 540, 640
L28	LEGAL
L29	LEGAL
L31	20 TONS
M01	428, 540, 640
M02	428, 540, 640
M03	LEGAL
M05	LEGAL
M07	LEGAL
M10	424, 538, 640, All Vehicles
M11	LEGAL
M12	LEGAL
M14	6 TONS
M15	424, 536, 640/ALL VEHICLES
M16	LEGAL
M17	LEGAL
M19	LEGAL
M22	428, 540, 640
M23	LEGAL

PBI No	Weight Limit
K24	LEGAL
N02	LEGAL
N03	LEGAL
N04	LEGAL
N05	LEGAL
N06	10 TONS
N08	20 TONS, ONE LANE
N09	25 TONS
N10	LEGAL
N12	LEGAL/METAL ARCH
N13	LEGAL
N14	20 TONS
N17	20 TONS
N18	LEGAL
N21	LEGAL
N22	LEGAL
N23	LEGAL
N24	CLOSED
N26	LEGAL
O01	425, 540, 540
O04	LEGAL
O05	25 TONS/ALL VEHICLES
O06	427, 540, 640/ALL VEHICLES
O07	LEGAL
O08	LEGAL
O09	LEGAL
O10	428, 540, 640/ ALL VEHICLES
O11	428,540,640/ALL VEHICLES
O12	LEGAL
O13	LEGAL
O15	LEGAL
O17	LEGAL
O18	LEGAL
O19	426/539/640/ALL VEHICLES
O24	LEGAL
P01	20 TONS
P04	One Lane Bridge
P05	LEGAL
P06	LEGAL
P07	LEGAL
P08	LEGAL
P12	LEGAL
P13	CLOSED - REMOVED
P15	428, 540, 640
P16	LEGAL
P18	LEGAL

PBI No	Weight Limit
Q01	LEGAL
Q02	LEGAL
Q03	LEGAL
Q04	LEGAL
Q05	LEGAL
Q06	LEGAL
Q07	CLOSED
Q08	LEGAL
Q09	CLOSED
Q13	One Lane Bridge
Q14	LEGAL
Q15	LEGAL
Q16	LEGAL
Q18	LEGAL
Q19	One Lane Bridge
R01	15 TONS
R02	LEGAL
R03	LEGAL
R04	LEGAL
R05	25 TONS
R08	LEGAL
R11	25 TONS/NARROW
R13	CLOSED
R15	428, 540, 640, One Lane Bridge
R16	CLOSED
R18	LEGAL
R19	LEGAL
R20	20 TONS
R25	LEGAL
S03	LEGAL
S04	25 TONS
S07	LEGAL
S11	10 TONS
S12	LEGAL
S13	15 TONS/ONE LANE
S14	15 TONS
S15	427, 540, 640
S18	LEGAL
S20	422 537 637
S23	6 TONS
S24	15 TONS
S25	15 TONS
S26	LEGAL
S28	LEGAL
S30	LEGAL
S32	LEGAL

PBI No	Weight Limit
P21	LEGAL
P22	LEGAL
S33	20 TONS
S34	20 TONS
S35	LEGAL
S36	LEGAL
T01	LEGAL
T02	426 537 637
T03	LEGAL
T04	20 TONS, NARROW
T05	15 TONS
T06	LEGAL
T07	LEGAL
T08	LEGAL
T13	LEGAL
T18	3 TONS
T19	LEGAL
T20	LEGAL
T21	LEGAL
T22	428, 540, 640
T23	LEGAL
T24	415, 523, 623/ONE LANE
T25	LEGAL
T26	LEGAL
Q17	417 529 629

JASPER COUNTY CIVIL SERVICE COMMISSION

Leland Groves

Pat Wallace

Arie Scholten

On May 13, 14, 15 and 16, 2020, the Jasper County Sheriff's Office conducted written and physical testing and oral interviews for potential applicants for the position of Deputy Sheriff.

Five applicants successfully passed all of the testing components and are deemed certified as eligible for hiring by the Jasper County Civil Service Commission.

Those five individuals, listed in alphabetical order are:

Dylan Blackford

Blake Crannell

Corey Gress

Kira Lazenby

Bryan Llewellyn

Respectfully submitted,

Leland Groves

Chairperson

Jasper County Civil Service Commission

Resolution _____

STATE OF IOWA
Jasper County



TRANSFER ORDER

\$114,648.67

Newton, Iowa, May 26, 2020

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer One hundred fourteen thousand six hundred forty eight dollars and 67/100***

From: Various Funds
(See Below)

To: 2011 - (2012A) Debt

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Debt Payment

By Order of Board of Supervisors.

Supervisor

Attest

Auditor/Designee

NO. 1435

0810 - Colfax Interchange TIF
2085-(1520) County Home Debt Service

2011 - (2012A) Debt
2011 - (2012A) Debt

\$	98,958.85
\$	15,689.82
\$	-
\$	<u>114,648.67</u>

This transfer will cover the payment that will be made May 28, 2020 for debt payment on the following bond:
refunding of GO Bonds 2012A, \$3,235,000, refunding of: 2001, 2006 LEC Debt & 2012 \$1,450,000

Resolution _____

STATE OF IOWA
Jasper County

}

TRANSFER ORDER

\$71,125.00

Newton, Iowa, May 28, 2019

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Seventy one thousand one hundred twenty five dollars and 00/100***

From: 0801-Amended
UR TIF

To: 2012- (2012B) Debt

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Debt Payment

By Order of Board of Supervisors.

Supervisor

Attest

Teresa Howard

Auditor/Designee

NO. 1436

This transfer will cover the payment that will be made June 1, 2019 for debt payment on the following bond:
refunding of GO Bonds 2012B, \$870,000, refunding of: Alpha Products, Federal Avenue & Colfax Hotel 2 Debt.

****Final Payment****

Tuesday, May 19, 2020 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma, Cupples and Carpenter present and accounted for; Chairman Talsma presiding.

Motion by Cupples and seconded by Carpenter to open a public hearing for 3rd reading of the rezoning of Lot 4 SE West of RR Exc. PT Parcel H, Lot 3 South ½ NE Exc. Parcel A & part of Parcel H, Lot 5 SE West of RR all in Section 32, Township 80, Range 19. Rezoned from "A" to "R-1" to allow for development of a major residential subdivision.

YEA: CARPENTER, CUPPLES, TALSMAS

Talsma stated that concerns about a property tax increase and Newton annexation had been discussed earlier. Carpenter stated that he was concerned about the water runoff. There were no comments received by the Auditor's Office.

Motion by Cupples and seconded by Carpenter to close the public hearing.

YEA: CARPENTER, CUPPLES, TALSMAS

Motion by Talsma and seconded by Cupples to approve the Rezoning of Lot 4 SE West of RR Exc. PT Parcel H, Lot 3 South ½ NE Exc. Parcel A & part of Parcel H, Lot 5 SE West of RR all in Section 32, Township 80, Range 19. Rezoned from "A" to "R-1".

YEA: CUPPLES, TALSMAS

NAY: CARPENTER

Motion by Cupples and seconded by Carpenter to approve the use of the Courthouse West lawn for the Crop Walk to be held October 4, 2020 from 1pm to 3 pm.

YEA: CARPENTER, CUPPLES, TALSMAS

Motion by Carpenter and seconded by Cupples to approve the Statement of Understanding between Jasper County and Central Iowa Community Services for Staffing.

YEA: CUPPLES, CARPENTER, TALSMAS

Motion by Carpenter and seconded by Cupples to approve Tentative Agreements between Jasper County and AFSCME/Iowa Council 61 and PPME for labor contracts with Courthouse, Sheriff's Office, Public Health and Secondary Roads employees.

YEA: CUPPLES, CARPENTER, TALSMAS

Motion by Carpenter and seconded by Cupples to approve Tentative Agreements between Jasper County and AFSCME/Iowa Council 61 and PPME for Union Merged Pay Plans with Courthouse, Sheriff's Office, Public Health, Secondary Roads and 2020-2021 Conservation Department employees.

YEA: CUPPLES, CARPENTER, TALSMAS

Motion by Carpenter and seconded by Cupples to approve the Healy-Friedrich Subdivision Plat Name.

YEA: CUPPLES, CARPENTER, TALSMAS

Motion by Cupples and seconded by Carpenter to approve Board of Supervisors Minutes for 05/12/2020.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to enter Closed Session in accordance with Iowa Code Section 21.5 (c) to discuss strategy with legal counsel.

YEA: CARPENTER, CUPPLES, TALSMA

The Board came back into Open session.

Motion by Cupples and seconded by Carpenter to adopt Resolution 20-28 authorizing the Chairman of the Board of Supervisors to sign the Release and Settlement Agreement between Jasper County and Aboubaker Beshara.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to adjourn the Tuesday, May 19, 2020 meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, CARPENTER, TALSMA

Dennis K. Parrott, Auditor

Brandon Talsma, Chairman