# 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

September 26, 2023 9:30 a.m. www.jasperia.org Live Stream: <u>https://zoom.us/j/8123744948</u> Meeting ID: 812 374 4948 Dial In: +1-646-931-3860

-Anyone that has an item on the agenda must appear in person for the Board to consider it.-

# **Pledge of Allegiance**



# Item 1 Public Hearing – Community Development – Kevin Luetters

- a) 2<sup>nd</sup> Reading of Anita Norian Requesting a Rezone for Parcel #06.07.400.006 from Agricultural "A" to Rural Residential "RR-1"
- Item 2 Community Development Kevin Luetters a) Resolution Approving Lakeview Estates Subdivision
- Item 3 Des Moines Metropolitan Statistical Area EPA's Climate Pollution Reduction Grant Presented by Allison van Pelt
- Item 4 Building and Grounds Adam Sparks
  - a) Flooring Quotes for the Auditor's Office Updates
- Item 5 Engineer Mike Frietsch
   a) Resolution for the Agreement to the Living Roadway Trust Fund Grant for Counties (90-50-LR24-214)
- Item 6 Approval of Claims Paid through September 26, 2023
- Item 7 Approval of Board of Supervisors Minutes for September 19, 2023

# **PUBLIC INPUT & COMMENTS**

# <u>10:30 a.m.</u>

- Item 8 \$8,795,000\* (Subject to Adjustment per Terms of Offering) Taxable General Obligation Urban Renewal Capital Loan Notes, Series 2023
  - a) Receipt of Bids
  - b) Resolution Directing Sale

**After Regular Meeting:** 

**Work Session** 

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# JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division 315 W 3<sup>rd</sup> ST N - #150 Newton, IA 50208 ph: 641-792-3084

# R-2023-007

Anita Norian requests that the following described parcel be rezoned from Agricultural "A" to Rural Residential "RR-1" to comply with Jasper County Ordinance #04E.

PARCEL #0607400006

Signed Anita Norian

Date \_\_\_\_\_

Jasper County Zoning Commission recommends that this rezoning request **be** more granted.

Chair Son Jacoer **County Zoning Commission** 

State of Iowa, Jasper County

On this <u>30</u> day of <u>August</u>, before me <u>Breff Jennings</u>, a Notary Public in and for the State of Iowa, <u>appeared Ross Barter</u> 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



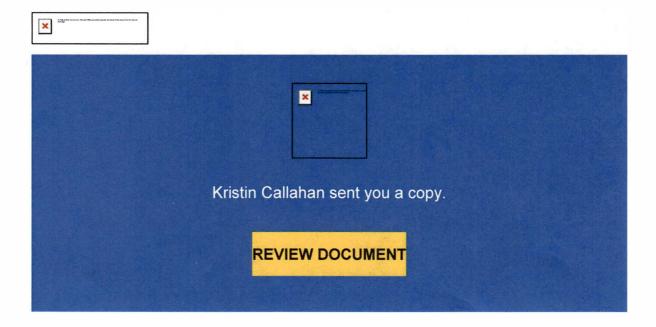
# **Shelby Hobbs**

From:	Jay Cowan <jay@dsmproperty.net></jay@dsmproperty.net>
Sent:	Tuesday, August 8, 2023 8:51 AM
То:	Shelby Hobbs; Brett Jennings
Subject:	Fwd: Complete with DocuSign: Rezone Request Application - Jasper County.pdf

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×

------ Forwarded message ------From: Kristin Callahan via DocuSign <dse NA3@docusign.net> Date: Fri, Aug 4, 2023 at 3:10 PM Subject: Complete with DocuSign: Rezone Request Application - Jasper County.pdf To: Jay Cowan <jay@dsmproperty.net>



Kristin Callahan kristin@platinumdeve.com

Jay Cowan,

Please DocuSign Rezone Request Application - Jasper County.pdf

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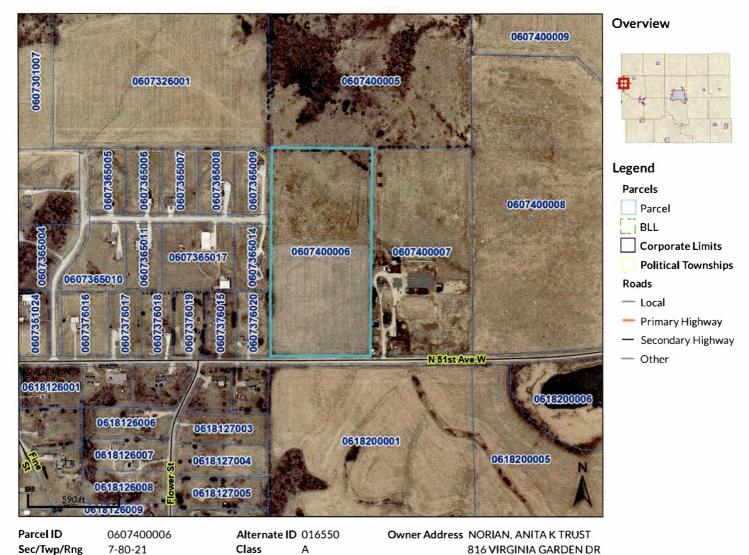
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**Property Address** Acreage 19.29 PWCME **Brief Tax Description** SECTION:7 TOWNSHIP:80 RANGE:21PARCEL A OF SW SE (Note: Not to be used on legal documents)

Jasper County Data Disclaimer

BOYNTON BEACH, FL 33435-6406

#### Please Read Carefully

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Date created: 7/12/2023 Last Data Uploaded: 7/12/2023 2:16:51 AM



District



# LAND EVALUATION WORKSHEET #1

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Name Parcel # 0607400006

LESA POINTS FOR EACH CSR	NUMBER OF ACRES FOR EACH CSR	= WEIGHTED VALUE
100		
90	10.11	909.9
80	8	
70		
60		
50	8.15	407.5
40	3	
30		
10	1.03	10.3
TOTAL ACRES IN PARCE	L 19.29	
	TOTAL WEIGHTED VALU	JE 1327.7
DIVIDE	BY TOTAL NUMBER OF ACRE	ES 19.29
EQUALS THE AVERA	GE POINT VALUE FOR PARCE	L* 68.83
	FOR EACH CSR 100 90 80 70 60 50 40 30 10 TOTAL ACRES IN PARCE DIVIDED	FOR EACH CSR         X         FOR EACH CSR           100         10.11           90         10.11           80         10.11           60         60           50         8.15           40         10.11           30         10.11           TOTAL ACRES IN PARCEL         19.29           TOTAL WEIGHTED VALUE         19.29           TOTAL WEIGHTED VALUE         10.103

\* TRANSFER THE AVERAGE SITE VALUE FOR THE PARCEL TO LINE 1 OF PART ONE ON THE LESA SUMMARY SHEET Jasper County, Iowa Land Evaluation and Site Analysis Summary Worksheet

(

Owner	Anita K Norian Trust	
Legal Description	(12-)	
Location	Parcel # 0607400006	
Acres in Parcel	19.29	
Date of Evaluation	8/16/2023	
Evaluated By	Brett Jennings	

	POINTS	X WEIGHT FACTOR	SUB TOTAL
PART ONE (LAND EVALUATION)	المتعنية. منابق مرينية		الدية <sup>(11</sup> يوم مركم ال المراجع (11 مركم المراجع المراجع المراجع (11 مراجع المراجع
1. Average Site Value	68.83	1	68.83
PART TWO (SITE ASSESSMENT)		4	
1. Viability of Site for Agricultural Use	6	3	18
2. Adjacent Zoning/Use	7	2	14
3. Distance to State Regulated Livestock Production Facility	0	2	0
4. Distance from Access to Paved Road	0	1	0
5. Distance to Incorporated City Boundry	18	1	18
6. Distance to Municipal(Common) Water System	3	1	3
7. Distance to Municipal(Common) Sewer System	30	1	30
, <u>, , , , , , , , , , , , , , , , , , </u>	TOTAL LESA SO	ORE	151.83

LOW AG VALUE - Scores less than 125 points AVERAGE AG VALUE - Sores from 126-250 pts. HIGH AG VALUE - Scores higher than 251-362 pts.



### SITE ANALYSIS - WORKSHEET #1

NAME Parcel # 0607400006

## VIABILITY OF SITE FOR AGRICULTURAL USE

Check each item that applys					
PARCEL SIZE AND CONFIGURATION	P	rts X	Number of Acres	-	Weighted Value
< 5 acres Irregular		0			
< 5 acres Regular/Unbroker	ר ר	1			
> 5 but < 10 acres Irregular		2		-	
> 5 but < 10 acres Regular/Unbr	roken	3	2		10 722
≥ 10 but < 20 acres Irregula	r /	5			120
10 but < 20 acres Regular/Unb	roken	6	19.2	29	115.74
≥ 20 but < 35 acres Irregula	r	7.			
≥ 20 but < 35 acres Regular/Unb	roken	8			
>35 acres Irregular		9			
>35 acres Regular/Unbroke		10			
	ACRES	192	19.2		
DIVIDED BY THE T	TOTAL WEIGHTED VALUE DIVIDED BY THE TOTAL NUMBER OF ACRES				115.76 19.29
EQUALS THE AVERAGE WEIGH	ITED VA	ALUE	FOR PAR	CEL	6

Note: If a regularly shaped parcel is broken, by a man-made (railroad) or natural(stream) barrier that does not allow for continuous cultivation of the entire parcel, then estimate the size of each separate portion and enter it in the applicable category of the table.

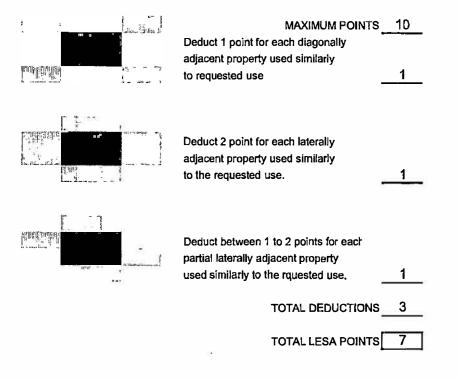


# SITE ANALYSIS - WORKSHEET #2

NAME

## ZONING/USE ADJACENT TO SITE

BEGIN WITH 10 POINTS, DEDUCT POINTS ACCORDING TO THE FOLLOWING SCHEDULE:



An "Ag Tolerance Easement" required if total deductions less than 4

,



## SITE ANALYSIS - WORKSHEET #3

NAME Parcel # 0607400006

Distance <sup>1</sup> to all applicable Livestock Production Facilities	PT	x	1 Facility Per Quad	=	Points Per Quad
Less than 1/4 mile	110				
> 1/4 but < 3/8 miles	9				
> 3/8 but < 1/2 miles	8				
> 1/2 but < 5/8 miles	7	X (			
>5/8 miles < 3/4 miles	6				
> 3/4 but < 1 miles	5		-		
> 1 but < 1-1/4 miles	4				
> 1-1/4 but < 1-1/2 miles	3				
> 1-1/2 but < 1-3/4 miles	2				
> 1-3/4 but < 2 miles	1				
> 2 miles	0		1		0

**Total Points** 

0

<sup>1</sup> Distance is measured from the center of the subject property to the closet point of any building on a defined facility that houses livestock. An "Ag Tolerance Easement" required if any one facility rated higher than 5 An "Ag Tolerance Easement" granted reduces all scores to zero



# SITE ANALYSIS - WORKSHEET #4

NAME Parcel # 0607400006

Distance from access to paved public road	Pts >	D.U.P.A. <sup>1</sup> Factor	=	Total Points
> 2 miles	10	50.0		
> 1-3/4 but < 2 miles	9			
> 1-1/2 but < 1-3/4 miles	8			
> 1-1/4 but < 1-1/2 miles	7			
> 1 but $\leq$ 1-1/4 miles	6			
> 3/4 but < 1 miles	5			
> 1/2 but < 3/4 miles	4		0	
> 3/8 but < 1/2 miles	3			
> 1/4 but < 3/8 miles	2			
> direct access but < 1/4 miles	1			
Direct access	0	3		0
APPLIC				

<sup>1</sup> Dwelling Units Per Acre	Factor
Single lot with D.U.P.A. less than 1	0
Minor subdivision with D.U.P.A less than 1	1
Major subdivision with D.U.P.A less than 1	3
Any lot or subdivision with D.U.P.A greater than 1	4

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# SITE ANALYSIS - WORKSHEET #5

NAME Parcel # 0607400006

Distance to Incorporated	PTS X	D.U.P.A. <sup>1</sup>	Total	
City Boundry	[']^	Factor	Points	
> 2 miles	10			
> 1-3/4 mi. but < 2mi.	9			
> 1-1/2mi. but ≤ 1-3/4mi.	8			
> 1-1/4 mi. but < 1-1/2 mi.	7			
> 1 mi. but < 1-1/4 mi.	6	3	18	
> 3/4 mi. but < 1 mi.	4			
> 1/2 mi. but ≤ 3/4 mi.	3			
> 1/4 mi, but < 1/2 mi,	1			
Adjacent to Less than 1/4mi.	0			
Applica	Applicable Points			

<sup>1</sup> Dwelling Units Per Acre	Factor
Single lot with D.U.P.A. less than 1	0
Minor subdivision with D.U.P.A less than 1	1
Major subdivision with D.U.P.A less than 1	3
Any lot or subdivision with D.U.P.A greater than 1	4



# SITE ANALYSIS - WORKSHEET #6

NAME Parcel # 0607400006

Distance to Municipal or	Pts	v	D.U.P.A. <sup>1</sup>		Total
Common Water System	Pts	^	Factor	=	Points
> 1,320'	11	0			
> 990' but < 1,320'		9			
> 600' but < 990'	8	3			
> 500' but ≤ 660'	1	7			
> 400' but < 500'	6	3			
> 300 but < 400'	4	1			
> 200' but < 300'		3			
> 100' but ≤ 200'		2			
Less than 100'	·	1	3		3
Adjacent to Site		)			×
APPI	ICA	BL	E POINTS		

<sup>1</sup> Dwelling Units Per Acre	Factor
Single lot with D.U.P.A. less than 1	0
Minor subdivision with D.U.P.A less than 1	1
Major subdivision with D.U.P.A less than 1	3
Any lot or subdivision with D.U.P.A greater than 1	4

 $L_{and}E_{valuation and}S_{ite}A_{nalysis}$ 

# SITE ANALYSIS - WORKSHEET #7

NAME Parcel # 0607400006

Distance to Municipal or	Pts X	D.U.P.A. <sup>1</sup>		Total
Common Sewer System	[¶^	Factor		Points
> 1,320'	10	`3		30
> 990' but ≤ 1,320'	9			
> 600' but ≤ 990'	8			
> 500' but < 660'	7		-	ic
> 400' but ≤ 500'	6			
> 300 but ≤ 400'	4			
> 200' but <u>&lt;</u> 300'	3			
> 100' but < 200'	2			
Less than 100'	1			
Adjacent to Site	0			
APPL	ICABLE	POINTS	1	30

<sup>1</sup> Dwelling Units Per Acre	Factor
Single lot with D.U.P.A. less than 1	0
Minor subdivision with D.U.P.A less than 1	1
Major subdivision with D.U.P.A less than 1	3
Any lot or subdivision with D.U.P.A greater than 1	4

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RESOLUTION NO.

### **RESOLUTION APPROVING LAKEVIEW ESTATES 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 <u>LAKEVIEW ESTATES SUBDIVISION</u> and certified by Terry Coady P.L.S with Snyder & Associates, Inc.

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

DESCRIPTION - Lakeview Estates Subdivision

THE SOUTH THIRTY ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION FIFTEEN, TOWNSHIP EIGHTY-ONE NORTH, RANGE TWENTY WEST OF THE FIFTH P.M., JASPER COUNTY, IOWA, EXCEPT PARCEL "B" AS APPEARS IN THE PLAT SURVEY OF RECORD IN BOOK 1153. AT PAGE 353 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

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

NOW THEREFORE it be resolved that the plat designated <u>LAKEVIEW ESTATES SUBDIVISION</u> 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 \_\_\_\_\_ 2023

Auditor

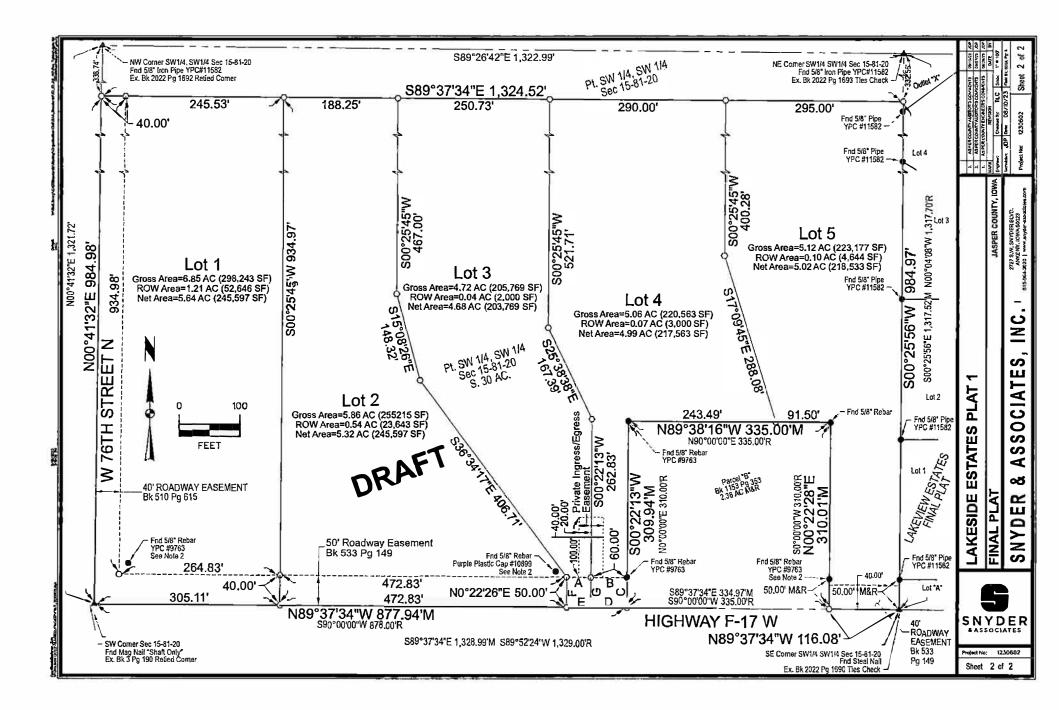
Chairman

I, Brandon Talsma, 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 \_\_\_\_\_, 2023 whereby said board accepted and approved the plat of LAKEVIEW ESTATES SUBDIVISION.

IN WITNESS WHEREOF, I hereto affix my hand and the seal of Jasper County, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Notary

		, Anny	-	LAKES	IDE ESTAT	ES P	PLAT	1		400 122 100 120 100 120 100 120 100 120 100 120 100 120 100 120 100 120 100 120 100 120 100 120 100 120 100 120 100 120 100 120 100 120 100 120 100 10	Sheet 1 of 2
		EIGHTY-ONE NO IN THE PLAT O	IRTY AC IRTH, RAI F SURVE	RES OF THE SOUTH	OF THE FIFTH P BOOK 1153, AT PA	.M., JASF GE 353	PER COU	NTY, IOWA, E	ER OF SECTION FIFTEEN, TOWNSHIP EXCEPT PARCEL "B" AS APPEARS THE RECORDER OF SAID COUNTY.	AS PER COUNTY AUDITORS COMMEN     AS PER COUNTY AUDITORS COMMEN     AS PER COUNTY AUDITORS COMMEN     AS PER COUNTY PAUDITORS COMME	er: 044448/r 1LC ber JDP 0444: 08/10/23 ber No: 1230602
		BULK REG	JLATIC	ONS							IOWA 2001
AREA ABOVE RESERVED FOR RECORD	DER		Min. Lot Areas	Front Yard Along State and Federal Roads	Front Yard Along All Other Roads	Side Yard	Reor Yord	Maximum Side Wall Height	LINE DIMENSIONS A \$89° 37'47"E 40.00'		COUNTY, It ER BLVD. 4 50023 dar-associaten.co
SURVEYOR'S NAME / RETURN TO: TERRY COADY SNYDER & ASSOCIATES, INC. 2727 SW SNYDER BOULEVARD ANKENY, IOWA 50023		PRINCAPAL STRUCTURE	2 Net Acres	80'	60'	30'	50'	24'	B S89° 37'47"E 60.00' C S00° 22'13"W 50.00' D N89° 37'34"W 60.00'		JASPER C S.W. SNYDEF KENY, IOWA 6 Keny, IOWA 6
515-964-2020 TLCOADY®SNYDER-ASSOCIATES.COM SERVICE PROVIDED BY: SNYDER & ASSOCIATES INC		ACCESSORY STRUCTURES	2 Net Acres	80'	60'	10'	10'	14 '	E N89° 37'34"W 40.00' F N0° 22'26"E 50.00 G S00° 22'13"W 50.00'		2727 AN 515-964-2020
SURVET LOCATED: Pt SW1/4, SW1/4 SEC 15-81-20 REQUESTED BY: MATT BENGISON		DATE OF S AUGUST 08, 20 OWNER BRUCE D. DEE		<u>(</u>	PURPOSES C	LINE OF 81-20 W	THE SC	IMED TO BE	/4 OF THE SOUTHWEST 1/4 OF EAR SOUTH 89° 37'34" EAST FOR		INC.
LEGEND		2425 TAMAMIT NAPLES, FL 34 TAX DISTRIC LAKE SIDE EST 27.62 AC IN ID MEASURED 1 30.00 AC SW	03 TAREA ATES PL BX7 TAX AREA	AT 1 = C DISTRICT.	YELLOW PL, ALLOW THIS OR A "MAG" 2. EXISTING ROADWAY E, NO DOCUMEI	ASTIC CA TYPE ( NAIL WI EVIDEN( ASEMENT NT WAS	AP +1864 OF MONU ILL BE S CE WAS ALONG FOUND	-3 AND THE MENT, A CU ET IN ASPH FOUND THA HIGHWAY F N THE TRAI	AT SHOWS SETTING A 1/2" REBAR, EXISTING CONDITIONS WILL NOT T "X" WILL BE SET IN CONCRETE ALT. T MAY INDICATE ADDITIONAL -17 WEST & W. 76TH STREET N. NSFER BOOK. CONTACTED JASPER DDITIONAL INFORMATION WAS	STATES PLAT 1	ASSOCIATES,
Survey	Found	Set			LAKE SIDE E 27.62 AC IN					ы Ш Ш	త
Section Corner 1/2" Rebar, Yellow Plastic Cap #18643 (Unless Otherwise Noted) ROW Marker ROW Rall Control Point Bench Mark Platted Distance Measured Bearing & Distance Recorded As Deed Distance Calculated Distance Yellow Plastic Cap Centerline Section Line 1/4 Section Line	▲ ● ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	PRIV LAK INGF	ATE EAS ESIDE EAS RESS EG EAST 1 T OF TH	EASEMENTS SEMENTS TO BE CF STATES PLAT 1. RESS EASEMENT DE 0.00 FEET OF THE JE SOUTH 150.00 F	EATED WITH SCRIPTIONS: NORTH 100.00	-ceressos 60000000000	SSOCIESSI	MARANA ONAL (MASS ADY) 64 WWA (MASS MARANA 64 WWA (MASS MARANA 7 WWA (MASS MARANA 7 WWA (MASS MARANA 7 WWA (MASS MARANA 7 WWA (MASS MARANA 7 WWA (MASS MARANA 7 WWA (MASS MARANANA 7 WWA (MASS MARANANA 7 WWA (MASS MARANANA 7 WWA (MASS MARANANA 7 WWA (MASS MARANANANANANANANANANANANANANANANANANANA	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor and the laws of the State of Iowa. Terry COLPLSID Date Date Date Date 18643 License Renewal Date is December 31, 2023 Pages of sheets covered by this seal:	LAKESIDE	SNYDER SNYDER
1/4 1/4 Section Line Easement Line		THĒ	WEST	10.00 FEET OF THE 1E SOUTH 150.00 F						Project No: Sheet	\$230502 1 of 2



# APPROVAL OF SUBDIVISION PLAT NAME BY JASPER COUNTY AUDITOR

Date: 9/20/2023

The Jasper County Auditor's Office has reviewed the final plat of:

LAKESIDE ESTATES PLAT 1

Pursuant to Iowa Code §354.6(2) and §354.11(A-F), we approve of the subdivision name or title and have no objections to this subdivision plat being recorded.

Signed Ré lowa untv.

Signed uditor of Jasper County, low



CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division 315 W 3" St N - Suite 150 Newton, IA 50208 ph.: 641-792-3084

# SD-2023-003

A subdivision request has been made to Jasper County Community Development for the Lakeside Estates Subdivision located the following parcel: 0215300008.

Signed

Date 8/15/2023

Jasper County Zoning Commission recommends that this variance request be not be granted. 5 Aye Nay

**Chairperson Jasper County Zoning Commission** 

State of Iowa, Jasper County On this <u>30</u> day of <u>August</u>, before me <u>Brett Jernings</u>, a Notary Public in and for the State of Iowa, <u>appeared Ross Baster</u> to me personally known to be the chairperson of Jasper County Board of Adjustment and that said Variance Request was signed by him/her on behalf of said Jasper County Board of Adjustment. Witness my hand and Notary Seal the day and year above written.

Notary in and for the State of Iowa



CONSISTING OF: Planning & Zoning Division | Environmental Health Division | Animal Control Division 315 W 3<sup>rd</sup> St N Newton, IA 50208 ph: 641-792-3084 fax: 641-275-3708

# SUBDIVISION APPROVAL REQUEST

Subdivision Plat Request #2023-003

Please review the following subdivison plat and give your departments recommendation to the Director of Jasper County Community Development. The subdivision is located within parcel: 0215300008.

Please select one:

Approve 🛛 Disapprove

Michael J. Frietsch

Jasper County Engineer (print)

Jasper County Engineer (Signature)

Date

CONSISTING OF:

Planning & Zoning Division Environmental Health Division | Animal Control Division 315 W 3rd St N Newton, IA 50208 ph: 641-792-3084 fax: 641-275-3708

# SUBDIVISION APPROVAL REQUEST

## Subdivision Plat Request #2023-003

Please review the following subdivison plat and give your departments recommendation to the Director of Jasper County Community Development. The subdivision is located within parcel 0215300008.

Please select one:

🕅 Approve Disapprove

<u>Jiett Tennings</u> Jasper County Planning & Zoning (print)

AMAT

Jasper County Planning & Zoning (Signature)

8-16-2023

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division 315 W 3<sup>rd</sup> St N - #150 Newton, IA 50208 ph: 641-792-3084 fax: 641-275-3708

# SUBDIVISION APPROVAL REQUEST

#### Subdivision Plat Request #2023-003

Please review the following subdivison plat and give your departments recommendation to the Director of Jasper County Community Development. The subdivision is located within parcel 0215300008.

Please select one:

Approve

Disapprove

Jasper County Attorney (print)

Jasper County Attorney (Signature)

23 5,20 Date

CONSISTING OF:

Planning & Zoning DivisionEnvironmental Health DivisionAnimal Control Division315 W 3rd St NNewton, IA 50208ph: 641-792-3084fax: 641-275-3708

# **SUBDIVISION APPROVAL REQUEST**

Subdivision Plat Request #2023-003

Please review the following subdivison plat and give your departments recommendation to the Director of Jasper County Community Development. The subdivision is located within parcel 0215300008.

Please select one:

Approve

Disapprove

JAMZE ELAM

Jasper County Environmental Health (print)

Jasper County Environmental Health (Signature)

8-14-2023

Date

# **EPA Climate Pollution Reduction Grant Opportunity**

The <u>EPA Climate Pollution Reduction Grants (CPRG) program</u> will provide grants to states, local governments, tribes, and territories to aid the development and implementation of plans for reducing greenhouse gas emissions and other harmful air pollution. Section 60114 of the Inflation Reduction Act provides an investment of \$5 billion to support efforts by states, municipalities, air pollution control agencies, tribes, and groups thereof to develop and implement robust and local greenhouse gas reduction strategies. This two-staged grant program provides funding of \$250 million for non-competitive planning grants and \$6 billion for competitive implementation grants.

The CPRG program is designed to provide flexible support to states, local governments, tribes, and territories regardless of where they are in their climate planning and implementation process. Planning funds can be used to update existing climate, energy, or sustainability plans, or to develop new plans.

## Required Work Products

Under the cooperative agreements addressed by this guidance, funding recipients will need to produce and submit three key deliverables (in addition to meeting standard grant reporting requirements) over the course of the four-year program period running to 2027:

- A Priority Climate Action Plan (PCAP), due in early 2024;
- A Comprehensive Climate Action Plan (CCAP), due 2 years from the date of the award;
- A Status Report, due at the close of the 4-year grant period.

Phase II Implementation grants will be awarded through a competitive process to implement measures contained in plans developed with planning grants. Entities included in, or covered by, such plans will be eligible to apply for implementation funding. EPA anticipates that entities with existing climate plans could use planning money to update or expand their existing plans in preparation for the future implementation grants competition.

## Funding

The allocation for states, municipalities, and air pollution control agencies is as follows:

- \$3 million each to all 50 states, DC, and Puerto Rico, for a total of \$156 million
- \$1 million to each of the 67 most populous metropolitan areas
- The Des Moines metro area is not within the top 67 metropolitan areas. However, because the State of Iowa declined the funding, those funds are now available to the three most populous metropolitan areas in that state. Those include Des Moines/West Des Moines, Davenport, & Cedar Rapids MSAs in Iowa – however, Davenport passed, so Iowa City accepted the grant in their absence.

## **Grant Planning Area**

The metropolitan area funds are to cover the metropolitan statistical area (MSA) as defined by the US Census Bureau. The Des Moines/West Des Moines MSA includes Dallas, Guthrie, Jasper, Polk, Madison, and Warren Counties. Inclusion of neighboring jurisdictions outside the MSA boundaries are allowed and encouraged. If a jurisdiction opts to refrain from participating in the planning activities, there is no indication that the rest of the MSA jurisdictions could not proceed.

# **Climate Pollution Reduction Grant**

Allison van Pelt Sustainability Planner Polk County Public Works

# Who am I?

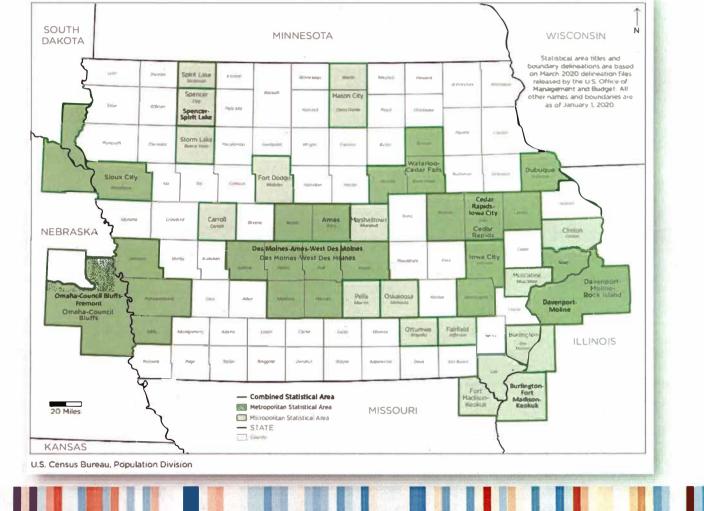
- Native Iowan
  - DMACC & 2x Iowa State Grad
- Former DMAMPO Senior Planner
- New position at Polk County to carry out regional grant
- Modeled after Watershed Coordinator position



# What is CPRG?

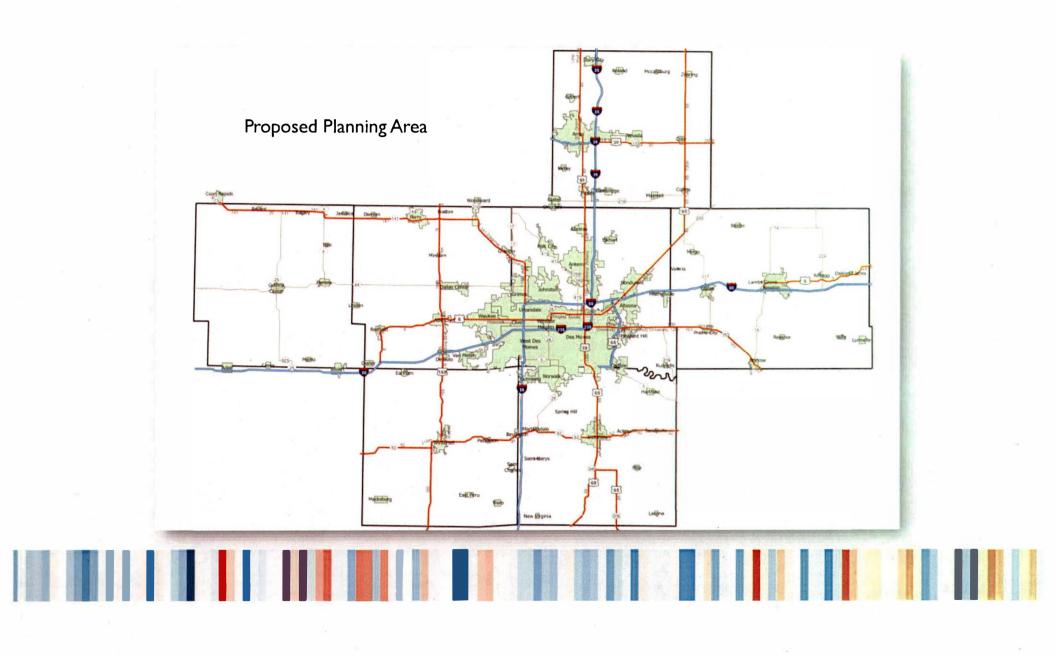
- Non-competitive, dual-phased program
  - Phase I: Planning Grant
    - States: \$3 million each; MSAs: \$1 million each
  - Phase 2: Implementation Grants
- To support state and regional development of climate action plans
  - Improve understanding of current and future GHG emissions so that state and local governments can prioritize actions
  - Adopt and implement ambitious policies and programs to reduce GHG emissions and accelerate decarbonization across multiple important sectors
  - Collaborate closely with other entities in their state, region, municipality, and/or air district to develop coordinated plans based on best practices
  - · Explore opportunities to leverage sources of funding and financing
  - Stimulate innovative technologies and practices to reduce GHG emissions
  - Prioritize actions and policies that will be durable, replicable, and provide certainty in pollution reductions
  - Reduce climate pollution while building the clean energy economy in a way that benefits all Americans, provides new workforce training opportunities, and effectively addresses environmental injustices in disadvantaged communities
  - Adopt robust metrics and reporting programs to track emission reductions and important benefits





#### Iowa: 2020 Core Based Statistical Areas and Counties

MSAs Defined



# **Products and Timeline**

- CPRG award received August 2023
- PCAP due March 2024
  - High-level
    - Jurisdiction-level focused
    - Green Iowa September 2023
  - CPRG implementation grants
    - September 2023 details & NOFO
    - "open to entities that receive planning grant... collaborating partners in regionally based plans would be eligible"
    - "funding for measures identified in plan"

# - CCAP due August 2025

- Comprehensive
  - Broadens scope to whole region
  - More in-depth analysis
- Status Reports through August 2027

Plan Element	Priority Climate Action Plan	Comprehensive Climate Action Plan	Status Report
GHG Inventory	Required	Required	Update Encouraged
GHG Emissions Projections	Not Required	Required	Update Encouraged
GHG Reduction Targets	Not Required	Required	Not Required
Quantified GHG Reduction Measures	Required (priority measures only)	Required (comprehensive)	Status and Updates Required
Benefits Analysis	Encouraged	Required	Required
Low Income/ Disadvantaged Communities Benefits Analysis	Required	Required	Required
Review of Authority to Implement	Required	Required	Update Required
ntersection with Other Funding Availability	Encouraged	Required	Required
Workforce Planning Analysis	Encouraged	Required	Required
Next Steps/Future Budget and Staffing Needs	Not Required	Not Required	Required

# My Role & Responsibilities

# l will...

- Convene, advise, promote, support, facilitate, write, etc.
- Data analytics
  - Conduct county-level GHGIs
    - Community-level TBD with capacity
  - LIDAC, Workforce, CBA, etc.
- Ensure federal requirements are met

# I will not...

- Set rules, regulations, or actions
- "work just for Polk County"

• Have all the answers



• Be realistic & motivated

# Your Roles & Responsibilities, if you so choose

# • Short-term:

- Review of CIP & shovel-ready projects of impact \*
- Aid in GHGI data collection, as needed
- Attend convenings & discussions
  - Allow staff to attend sector-specific discussions & workshops
    - This fall/winter: Legal Authority
- Promote outreach & engagement
  - · Help identify & connect with local partners
- Internally & externally contemplate Story County's goals and capacities
- Long-term:
  - Internally & externally determine Story County's goals and capacities
  - Participation in multi-jurisdictional discussions
  - Continued support of data & outreach

# Questions?

Contact Inforamtion: Allison van Pelt <u>allison.vanpelt@polkcountyiowa.gov</u>

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# Total for both \$ 23, 204.58

# Jim Bell Flooring 3211 S 14th Street Marshalltown, Iowa 50158

Phone #	641-753-1212	
Name / Addres	SS	
Jasper Co Courtho 1 st st North Newton Ia 50208	puse	

			Project
Description	Qty	Rate	Total
Mohawk Solve 2 carpet tile color-359 Ecoactive West side aud off Carpet tile adh Covebase & Covebase installation Tearout & Floor prep Carpet tile installation 15 ft flat metal Sales Tax	1,730.97 3 38 1 1 15	3.99 185.00 3.00 3,029.20 2,163.71 4.00 7.00%	6,906.57 555.00 114.00 3,029.20 2,163.71 60.00 0.00
		Total	\$12,828.4

Down payment due at time of sale is greater of 50% of total invoice or 100% of special order products.Balance is due prior to material pickup or delivery, unless other terms have been approved. Terms: 25% restocking fee on all cancelled orders. Goods remaing in the warehouse for more then 60 days will incur a monthly charge of 5% of the total invoice per month with a minimum of \$25 per month. Credit card payments are subject to a 3% service charge.

# **Estimate**

Date	Estimate #
5/4/2023	1735

# Jim Bell Flooring 3211 S 14th Street Marshalltown, Iowa 50158

Name / Address	10.03	
Jasper Co Courthous 1st st North Newton Ia 50208	e	

Estimate
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Date	Estimate #
5/4/2023	1734

				Project
Description		Qty	Rate	Total
Mohawk Solve 2 color-#359 Ecoactive side Aud office Cpt tile Adh LVP allowance LVP Glue 6 ft pewter metal Tearout & floor prep Carpet Tile Installation Covebase & Covebase Installation Sales Tax	East	1,248.03 2 288 1 6 1 1 1	3.99 185.00 2.00 75.00 4.00 2,371.22 1,704.24 276.00 7.00%	4,979.64 370.00 576.00 24.00 2,371.22 1,704.24 276.00 0.00
			Total	\$10,376.10

Down payment due at time of sale is greater of 50% of total invoice or 100% of special order products. Balance is due prior to material pickup or delivery, unless other terms have been approved. Terms: 25% restocking fee en all cancelled orders. Goods remaing in the warehouse for more then 60 days will incur a monthly charge of 5% of the total invoice per month with a minimum of \$25 per month. Credit card payments are subject to a 3% service charge. Total for both \$ 24,286.80

Adam Sparks

From:	DENNIS TERRI ELLIOTT <dennis_terri_elliott@msn.com></dennis_terri_elliott@msn.com>
Sent:	Tuesday, June 20, 2023 11:44 AM
То:	Adam Sparks; DENNIS TERRI ELLIOTT
Subject:	Re: Jasper county courthouse

[NOTICE: This message originated outside of Jasper County -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Elliott Installation Inc. 908 s 12<sup>th</sup> street Marshalltown, Iowa 50158 641-751-1543 Dennis, Dustin and Ryan

Jasper County Courthouse 1<sup>st</sup> Street North Newton, Iowa

West Side-Mohawk Solve 2 Carpet Tile glue Covebase and Cove base Installation Carpet Tile Installation T/O and Floor prep 154 ft of pewter flat metal \$7356.00 \$599.50 \$126.67 \$2404.00 \$2188.63 \$65.00

## Total \$12,739.80

From: Adam Sparks <asparks@jasperia.org> Sent: Tuesday, June 20, 2023 2:04 PM To: DENNIS TERRI ELLIOTT <dennis\_terri\_elliott@msn.com> Subject: RE: Jasper county courthouse

Dennis,

We need the quote for the West side of the Auditor's office as well.

Thanks,

Adam Sparks Jasper County Maintenance Director asparks@jasperia.org 641-792-2196 - office 641-521-8844 - cell -----Original Message-----From: DENNIS TERRI ELLIOTT <dennis\_terri\_elliott@msn.com> Sent: Friday, June 16, 2023 12:23 PM To: Adam Sparks <asparks@jasperia.org>; DENNIS TERRI ELLIOTT <dennis\_terri\_elliott@msn.com> Subject: Jasper county courthouse

. . .

[NOTICE: This message originated outside of Jasper County -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Elliott Installation Inc 908 S. 12th St. in Marshalltown, Iowa 6417511543 Dennis,Dustin and Ryan

Eastside in Mohawk Solve 2.	\$5533.
Carpet tile glue	\$435
Luxury vinyl plank	\$864
LVP glue	\$85.
Pewter metal.	\$30
Tearout & prep.	\$2289
Installation.	\$2005
Cove base and cove base install.	\$306.

Total. \$11,547 y iPhone

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Adam Sparks

From:	DENNIS TERRI ELLIOTT <dennis_terri_elliott@msn.com></dennis_terri_elliott@msn.com>
Sent:	Friday, June 16, 2023 12:23 PM
То:	Adam Sparks; DENNIS TERRI ELLIOTT
Subject:	Jasper county courthouse

[NOTICE: This message originated outside of Jasper County -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

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Elliott Installation Inc 908 S. 12th St. in Marshalltown, Iowa 6417511543 Dennis,Dustin and Ryan

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Luxury vinyl plank	\$864
LVP glue	\$85.
Pewter metal.	\$30
Tearout & prep.	\$2289
Installation.	\$2005
Cove base and cove base install.	\$306.

Total. \$11,547 y iPhone

Total for both \$19,351.70



QUOTE

8/8/2023

605844

Date

Invoice #

Discount

TOTAL

#### Company Address

1701 1st Ave W, Newton IA 50208 Phone: 641-792-2240 Fax: 641-792-1112

Invoice For

Jasper County Audotors West

Quantity	Description	: Unit	Price	Taxable?	An An	iount 📜
1730.97	Mohawk Solve 2-359 Ecoative	\$	4.30	Yes	\$	7,443.17
1.00	Labor	\$	1,155.00	Yes	\$	1,155.00
3.00	Carpet Glue	\$	195.00	Yes	\$	585.00
15.00	Pewter flat metal	\$	4.00	Yes	\$	60.00
1.00	Tear out & floor prep	\$	1,145.00	Yes	\$	1,145.00
38.00	Covebase	\$	2.00	Yes	\$	76.00
		and from the statistics	ο καταπό τη ματά ματαστάστηση ματά τη παρά τη			
				الم المحمد ا		
	annan an baar dhaga thata 17 1 18 19 19 19 19 19 19 19 19 19 19 19 19 19	All Plan - Can Be	and the part of the state of the same of the same	nnau kagan ini atrinanakan kakabbana (k. Ang ini, akabban) sensek inje		
				Sub Total	\$	10,464.17
IF YOU HAVE ANY QUESTIONS CONCERNING THIS QUOTE, CONTACT Tax Rate						
STORE FOR HOMES (641-792-2240) Sales Tax						

THANK YOU FOR YOUR BUSINESS!

PLEASE SUBMIT PAYMENT WITHIN 30 DAYS



## **Company Address**

1701 1st Ave W, Newton IA 50208 Phone: 641-792-2240 Fax: 641-792-1112

Invoice For

Quantity	Description	I Unit	Price	Taxa	ble?	- Am	ount 🦾 🌆
1248.03	Mohawk Solve 2- 359 Ecoative	\$	4.30	Yes		\$	5,366.53
1.00	Labor	\$	745.00	Yes		\$	745.00
1.00	Carpet Glue	\$	195.00	Yes		\$	195.00
6.00	Pewter flat metal	\$	4.00	Yes		\$	24.00
1.00	Tear out & floor prep	\$	845.00	Yes		\$	845.00
1.00	LVP Allowance.	\$	1,450.00	Yes		\$_	1,450.00
1.00	LVP Glue	\$	190.00	Yes		\$	190.00
1.00	Covebase	\$	2.00	Yes		\$	72.00
	in ang mananan kanakating ana kananan kanakating Ana kananan kan		ىرىنىپىرى سىلى مىمۇھۇرۇنىڭ «ئەخىر باير 10 مىز - مۇرىغۇرۇنىڭ «ئەخىر				
					Sub Total	\$	8,887.53
YOU HAVE ANY QU	ESTIONS CONCERNING THIS QUOTE, CONT	ACT			Tax Rate		
TORE FOR	HOMES (641-792-2240)				Sales Tax		
					Discount		

# QUOTE

Date 8/8/2023

TOTAL

\$\$\<u>\*</u>\_\_\_\_8.8

THANK YOU FOR YOUR BUSINESS! PLEASE SUBMIT PAYMENT WITHIN 30 DAYS

## **RESOLUTION FOR AGREEMENT FOR LIVING ROADWAY TRUST FUND GRANT**

#### Jasper County Resolution No.

WHEREAS, as part of the Iowa Department of Revenue's Living Roadway Trust Fund Grant for Counties, the Jasper County Secondary Roads department has been awarded a grant of \$10,000 for construction of a storage building for roadside equipment and hydro-mulch; and

WHEREAS, the Jasper County Board of Supervisors, after consulting with the Jasper County Engineer, desires to participate in the Living Roadway Trust Fund grant to construct a storage building for Jasper County Secondary Roads.

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JASPER COUNTY that this County does hereby request to be included in the Living Roadway Trust Fund Grant and authorizes Michael J. Frietsch, P.E., FMP, County Engineer, to execute the agreement.

Resolution adopted this \_\_\_\_\_ day of September, 2023.

Jasper County Board of Supervisors

Board of Supervisors Chairperson

ATTEST:

Jasper County Auditor

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## 110WA DEPARTMENT OF TRANSPORTATION Agreement for a Living Roadway Trust Fund Grant for Counties

RECIPIENT: Jasper County Highway Department PROJECT NAME: Storage Building for Roadside Equipment and Hydro-Mulch AGREEMENT / PROJECT NO.: 90-50-LR24-214 AGREEMENT EXPIRATION DATE: 12/31/2024

<b>Grant Amount:</b>		\$10000.00
Total Matching Funds:		<u>\$11,175.59</u>
<b>Total Project Cost:</b>	8	\$21,175.59

#### Authorizing Official:

Mr. Michael Frietsch County Engineer 910 N 11th Ave E Newton, IA 50208 641-792-5862 mfrietsch@jasperia.org

#### **Project Coordinator/Manager:**

Mr. Randy Freese Maintenance Superintendent 910 N 11th Ave E Newton, IA 50208 641-792-5862 rfreese@jasperia.org

#### Iowa Department of Transportation:

Ms. Tara Van Waus Living Roadway Trust Fund Administrator Office of Design Highway Division 800 Lincoln Way Ames, Iowa 50010 Phone - 515-239-1768 Email: tara.vanwaus@iowadot.us

This is an agreement between Jasper County Highway Department (hereinafter referred to as **RECIPIENT**) and the Iowa Department of Transportation (hereinafter referred to as the **DOT**).

## RECITALS

- 1. The **RECIPIENT** submitted an application to the **DOT** for funding through the Living Roadway Trust Fund (LRTF) under Iowa Code section 314 subsection 21, and the application was approved by DOT staff action on August 08, 2023.
- 2. Pursuant to the terms of this agreement and applicable statutes, the DOT agrees to provide funding in the amount of \$10000.00 to the RECIPIENT for the authorized and approved costs for eligible items associated with the development of Storage Building for Roadside Equipment and Hydro-Mulch. This project shall be completed no later than 12/31/2024 with final request for reimbursement to be received by the DOT within ninety (90) days of the completion date. If the RECIPIENT requires additional time to fulfill the terms of this agreement, a request for an extension of time shall be submitted to the LRTF Coordinator prior to the expiration date.
- 3. The Project Coordinator/Manager shall be responsible for reporting in writing to the Living Roadway Trust Fund Coordinator involvement in any projects that are connected in any way to the project outlined in this agreement and receive additional funding from the LRTF or other Resource Enhancement and Protection (REAP) programs. Failure to do so may result in revocation of LRTF funding approval for this project.
- 4. This agreement shall be executed and delivered in two (2) or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument

In consideration of the foregoing and the mutual promises contained in the agreement, the parties agree as follows:

## **SECTION 1: AUTHORITY**

- 1. The Authorizing Official and the Project Coordinator/Manager representing the **RECIPIENT** shall be responsible for carrying out the provisions of this agreement.
- 2. Approval from the **DOT** is required in order to change the Project Coordinator/Manager representing the **RECIPIENT**.
- 3. It is mutually understood between the parties that the final authority in transportation matters now vested in the **DOT** by federal and state statutory and case law shall not be affected by this agreement.

## **SECTION 2: GRANT**

1. The **RECIPIENT** shall be responsible for the development and completion of the project as described in the application, of which a copy of the original is attached hereto and by this reference incorporated into this agreement as EXHIBIT A.

Build 24' x 45' x 12' open front cold storage building for Roadside Equipment and Hydro-Mulch.

- 2. Eligible project costs for the project described in section 2, subsection 1 of this agreement, listed above, which are incurred after the effective date of this agreement (see section 5), shall be paid as follows:
- 3. The portion of the total project costs paid to the **RECIPIENT** shall not exceed \$10000.00.

<b>RECIPIENT</b> LRTF Funds (Grant):	\$10000.00
<b>RECIPIENT</b> Local Contribution:	<u>\$11,175.59</u>
LRTF Project Total:	\$21,175.59

- 4. The local contribution stated above, and in Exhibit A, may include cash or non-cash contributions to the project. The **RECIPIENT** shall certify to the **DOT** the value of any non-cash contribution to the project prior to it being incorporated into the project. For right of way contributions, the **RECIPIENT** shall submit an appraisal and a check appraisal from qualified independent appraisers previously approved in writing by the **DOT**.
- 5. The DOT reserves the right to review the **RECIPIENT**'s certificate of value and has sole authority to determine the value of the **RECIPIENT**'s non-cash contribution for the purposes of this agreement. If, as a result of the **DOT**'s determination, the **RECIPIENT**'s total cash and non-cash contribution is below that stated in the terms of this agreement, the **RECIPIENT** shall increase its cash contribution in order to complete the **RECIPIENT**'s local contribution, or the grant or loan amount associated with this project shall be reduced accordingly.
- 6. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the **DOT** shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice. The **DOT** shall reimburse all eligible costs incurred up to and including this notice date.
- 7. Any revenue generated by interest payments on funds received by the **RECIPIENT** or by sales under this agreement shall be credited to the project.

(08/21)

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## **SECTION 3: WORK**

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(08/21)

- 1. The **RECIPIENT** shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules.
- 2. The **RECIPIENT** shall be responsible for obtaining any permits, such as the Right to Occupy and Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and other construction permits required for the project prior to the start of construction.
- 3. Neither the approval of the project application for funding nor the signing of this agreement shall be construed as approval of any required permit from **DOT**.
- 4. In addition, the **RECIPIENT** shall certify to the **DOT**'s LRTF Coordinator that all known required environmental clearances have been received and that all environmental regulations have been complied with before funds are reimbursed or credited.
- 5. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the Manual on Uniform Traffic Control Devices (MUTCD)as adopted pursuant to 761 Iowa Administrative Code (IAC) 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.
- 6. The work on this project shall be in accordance with the grant application, survey, plans, specifications, and estimates on file. Any modification of these documents must be approved by the **DOT** in writing prior to the modification being put into effect.
- 7. For portions of the project let to bid, the RECIPIENT shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the RECIPIENT shall provide the DOT file copies of project letting documents within five (5) working days after the letting. The RECIPIENT shall wait for DOT concurrence before making the final award.
- 8. The **RECIPIENT** shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3(80). The **RECIPIENT** shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The **RECIPIENT** shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
- 9. The **RECIPIENT** shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement.
- 10. The **RECIPIENT** shall be responsible for the daily inspection of the project. For projects let to contract, the **RECIPIENT** shall compile a daily log of materials and quantities. For

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projects constructed with local forces, the **RECIPIENT** shall compile a daily log of materials, equipment and labor on the project. The **DOT** reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.

- 11. Originals of all documents including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this agreement, are to be the joint property of the political jurisdiction and governmental agencies participating in the project. Copies of said documents will be made available to such participants upon request.
- 12. The **RECIPIENT** shall require its contractors to permit the **DOT's** authorized representatives to inspect all work, materials, records, and any other data related to the Storage Building for Roadside Equipment and Hydro-Mulch project approved and authorized through this agreement.
- 13. The **RECIPIENT** shall maintain all books, records and accounts, documents, papers, reports, other sources of information, as may be determined by the **DOT** to be pertinent to ascertain compliance with this agreement. The **RECIPIENT** shall also make such materials and its facilities available at all reasonable times during the project agreement period and for three years from the date of final reimbursement, for inspection by the **DOT**. Copies of said materials shall be furnished by the **RECIPIENT** if requested.
- 14. Project progress reports are due on a quarterly basis in digital format and shall be received by the **DOT** within 30 calendar days of the end of the quarter. For the purposes of this agreement, the quarters for each calendar year shall be January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.
- 15. Upon completion of the project described in this agreement, the project coordinator/manager shall submit the final report in digital format to the DOT no later than 45 days after the project completion or grant end date, whichever is sooner. For RECIPIENTs that have purchased equipment, the project coordinator/manager shall submit the final report to the DOT no later one (1) year after the purchase date of said equipment. A presentation at the soonest statewide IRVM meeting on the performance of the equipment is also required within this same time period. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the DOT and shall set forth what efforts it has made to obtain the information. Work performed under the provisions of this agreement shall be maintained into perpetuity.

## **SECTION 4: PROPERTY AND EQUIPMENT**

1. In the event that right of way is required for the project, said right of way will be acquired

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in accordance with 761 IAC 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

- 2. When property and equipment is purchased with LRTF funds, the **RECIPIENT** agrees that the property and equipment shall be used for the provision of integrated roadside vegetation management; within roadside rights-of-way or areas approved in writing by the **DOT**, for the life of the property and equipment as determined by the **DOT**. Title to all property and equipment purchased pursuant to the agreement shall rest with the **RECIPIENT** of this agreement.
- 3. The **RECIPIENT** shall permit the **DOT** or its authorized representatives to inspect all property and equipment purchased or used to comply with this agreement.
- 4. The **RECIPIENT** agrees, within 45 days of acceptance of equipment financed through this agreement, to submit an inventory report including photographs of equipment purchased with LRTF labels adhered in prominent locations to four sides of the equipment.
- 5. If the property and equipment is not continuously used for vegetation management in the rights-of-way in a manner described by the application and the guidelines for the LRTF program, the **RECIPIENT** shall immediately notify the **DOT**. If the property and equipment is not maintained in a usable condition, it shall be considered to not be in continuous use. The **DOT** shall then determine whether the property and equipment should be transferred to another LRTF recipient for continued use. If the **DOT** determines there is no need for the property and equipment among other LRTF recipients, the **DOT** may authorize local disposal through sale.
- 6. If the property and equipment is sold, it shall be sold by the **RECIPIENT** at the highest price obtainable at public or private sale, subject to written approval of the sale price by the **DOT**.

## **SECTION 5: REIMBURSEMENT**

The **DOT** reimburses for expenses up to the limits described in this agreement as follows:

- 1. The **RECIPIENT** has specified that they will submit periodic reimbursement requests One Time (at Conclusion of Project).
- 2. All costs submitted for reimbursement or to be counted as matching funds shall not be incurred until after this agreement is fully executed by the **DOT**.
- 3. Prior approval by the **DOT** is required before there can be any change to the scope of work and budget in the grant application approved by the **DOT**. For any individual work

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plan item not implemented by the **RECIPIENT** prior to the expiration date of this agreement, there will be no reimbursement by the **DOT**.

- 4. All reimbursement requests and direct vendor payment requests shall be submitted to the DOT using form 841700 Claim for Reimbursement of Living Roadway Trust Fund Project Costs located on the DOT website at https://forms.iowadot.gov/BrowseForms.aspx and attached as EXHIBIT B. Reimbursement requests and direct vendor payment requests submitted without form 841700 properly completed or without the required documentation of costs incurred shall be returned to the RECIPIENT without being processed with a request for correction and resubmittal.
- 5. For each work plan item of this agreement the **DOT** will, upon receipt of appropriate request and sufficient documentation, reimburse the **RECIPIENT** for the lesser of the amount established in this agreement or the actual expense. Any cost overruns shall be paid solely by the applicant.
- 6. The **RECIPIENT** may submit to the **DOT** periodic itemized claims for reimbursement for eligible project costs as often as monthly but no less than quarterly unless a one-time reimbursement or direct vendor payment option is indicated on the grant application. Periodic reimbursement requests shall be received by the **DOT** no later than 45 days after the end of the month or end of the quarter, whichever has been indicated in this agreement by the RECIPIENT in section 5 subsection 1. Reimbursement claims shall include an original signature certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
- 7. All requests for reimbursement must be itemized by work plan item, hours, pay classification, direct expenses and indirect expenses as applicable so as to allow the **DOT** to verify that the costs submitted conform to the items as outlined in this agreement.
- 8. Quarterly reimbursement requests shall include the status of all work plan items present in the approved application and agreement. Payment will be withheld until the status report is received in digital format.
- 9. All **RECIPIENTS** requesting reimbursement of indirect costs shall submit a current approved cost allocation plan or federally approved indirect cost rate documentation approved by the **DOT**.
- 10. All requests for reimbursement of equipment acquired as provided for in section 4 of this agreement must be accompanied by a copy of an invoice from the vendor. All original invoices must be received and reviewed by the RECIPIENT and verification of correct quantities and costs for items received must be indicated. The RECIPIENT shall sign, print their name and date the invoice to certify that receipt of the indicated invoice items has taken place.

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- 11. The **DOT** shall reimburse the **RECIPIENT** for properly documented and certified claims for eligible construction project activity costs, less a retainage, if applicable to the project, of not more than ten percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the **DOT** determines the **RECIPIENT** is overpaid, the **RECIPIENT** shall reimburse the overpaid amount to the **DOT**.
- 12. Upon completion of the project described in this agreement, the project coordinator/manager of the grant project shall certify in writing by letter to the **DOT** that the project activities were completed in substantial compliance with the requirements set forth in this agreement. Final reimbursement shall be made only after the **DOT** accepts the project as complete. In order to be considered complete, the provisions set forth in section 3 subsection 15 of this agreement must be met.
- 13. Final reimbursement requests by the **RECIPIENT** to the **DOT** shall be received no later than ninety (90) days after the completion of the project or the expiration date of this agreement, whichever is sooner. Failure to submit requests by this time, without prior approval, shall result in loss of remaining grant funding.
- 14. The **DOT** reserves the right to delay reimbursement of funds to the **RECIPIENT** if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the **DOT** shall so notify the **RECIPIENT** in writing and shall give the **RECIPIENT** an estimate of when reimbursement might be expected. The **DOT** shall establish a system to equitably make reimbursements to all **RECIPIENT**s so affected.

## **SECTION 6: SUBMITTALS**

- 1. Papers, interim reports, forms, or other materials, which are a part of the work set forth in this agreement, shall not be copyrighted without written approval of the **DOT**. If written approval is given, such approval shall be subject to all applicable federal and state laws, rules and regulations.
- 2. Publications by either party shall give credit to the other party. However, if the DOT does not wish to subscribe to the findings or conclusions of the study, the following statement shall be included on the credit sheet: "The opinions, findings, and conclusions expressed in this report are those of the authors, who are responsible for the facts and accuracy of the material presented herein. The contents do not necessarily reflect the official views, policies, or conclusions of the DOT". It is the responsibility of the RECIPIENT to contact the DOT to ascertain the stance DOT wishes to take before the credit sheet is prepared.
- 3. Either party to this agreement may initiate a request for publication of the final or interim reports, or any portions thereof.

## **SECTION 7: DEFAULT**

- 1. This agreement may be declared to be in default by the **DOT** if the **DOT** determines that the **RECIPIENT**'s application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the **DOT** determines that the project is not being developed as described in the application.
- 2. If the **RECIPIENT** fails to perform any obligation under this agreement, the **DOT** shall have the right, after first giving thirty (30) days written notice to **RECIPIENT** by certified mail return receipt requested, to declare this agreement in default. The **RECIPIENT** shall have thirty (30) days from date of mailing of notice to cure the default. If the **RECIPIENT** claims to have cured the default, it shall notify **DOT** no later than five (5) days after taking the action it claims has cured the default. **DOT** shall have sole discretion, without further notice, to determine whether or not any action taken has cured the default.
- 3. In the event a default is not cured, the **DOT** may revoke funding commitments and seek repayment of funds loaned or granted by this agreement. By signing this agreement, the **RECIPIENT** agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the **DOT** and may include cash repayment, installment repayments with negotiable interest rates, charges against the **RECIPIENT**'s share of road use tax funds, or other methods as approved by the **DOT**.

## **SECTION 8: GENERAL**

- All notices required under this agreement shall be made in writing to the DOT's and the RECIPIENT's contact person. The DOT's contact person shall be Tara Van Waus, Living Roadway Trust Fund Coordinator, Iowa Department of Transportation, Office of Design, 800 Lincoln Way, Ames, Iowa, 50010, phone: 515-239-1768, email: tara.vanwaus@iowadot.us. The RECIPIENT's contact person shall be Mr. Randy Freese Maintenance Superintendent, Jasper County Highway Department 910 N 11th Ave E Newton, IA 50208 641-792-5862 rfreese@jasperia.org.
- 2. The **RECIPIENT** agrees to defend, indemnify and hold **DOT** harmless from any and all liability arising out of or relating in any manner to the above-referenced project, including any and all suits, actions, or claims of any character arising out of or relating in any manner to the above-referenced project, including as well, but not limited to, matters relating to research, purchase of equipment, representation of the LRTF program at public events and the design, construction, maintenance, placement of traffic control devices, or inspection of the work associated with this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the **DOT**'s application review and approval process, work plan review and guidance, plan and construction reviews, and funding participation. It includes but is not limited to claims for acts and omissions for which the **DOT** alone was or would be responsible.

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- 3. The **RECIPIENT** shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code chapter 216, the Iowa Civil Rights Act of 1965. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the **RECIPIENT** receives state funds from the **DOT**.
- 4. All accounting practices applied, and all records maintained will be in accordance with generally accepted accounting principles and procedures.
- 5. If any part of this agreement is found to be void and unenforceable then the remaining provisions of the agreement shall remain in effect.
- 6. This agreement is not assignable without the prior written consent of the **DOT**.
- 7. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
- 8. This agreement as set forth in sections 1 through 9 herein, including referenced EXHIBITs, constitutes the entire agreement between the **DOT** 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 must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the **DOT** and **RECIPIENT**.

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## **SECTION 9: SIGNATORIES**

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 90-50-LR24-214 as of the date shown opposite their signature below.

#### **RECIPIENT:** Jasper County Highway Department

By:	Date	:	
By: Authorizing Official Signature		:Signa	ature Date
Title:			
Title: Authorizing Official Title (Printed			
CERTIFICATION			
I,	_, certify that I am		
Name of Witness to Signature (Printed)		Title of Witness	to Signature (Printed)
, and that			, who
Auth	orizing Official Signatory (	Printed)	
signed said Agreement for and on behalf of			
	Applicant Name (Print	ed)	
was duly authorized to execute the same by virtue of	of a formal Resolut	tion duly pas	sed and
adopted by Applicant Agency Name (Printed)		, on the	
			Day Signed
day of,,	_		
Month Signed (Printed) Year Signed	i		
Signed:	Date <sup>.</sup>		
Signed:	_ Date: Month and	d Day Signed	Year Signed
Address:			
Witness A	ddress (Printed)		
IOWA DEPARTMENT OF TRANSPORTATIO	אר		
Highway Division			
800 Lincoln Way, Ames, Iowa 50010			
800 Eliteoni way, Ames, Iowa 50010			
By:	Date:		
Tara Van Waus, Living Roadway Trust Fund	Coordinator		
Office of Design			

## EXHIBIT A Recipient Grant Application

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## LIVING ROADWAY TRUST FUND GRANT APPLICATION

Deadline: June 1st, 2023 4:00 p.m.

Read Application Instructions and FY 2024 Funding Guidelines before completing application.

Project Name: Storage Building for Roadside Equipment and Hydro-Mulch					
APPLICANT INFORMATION					
Grant Applicant (Agency, Organization, County):	Jasper County Highway Department				
Applicant Authorizing Official: Position/Title:	punty Engineer				
Title: Mr. First Name: Michael	Last Name: Frietsch				
Address 1: 910 N 11th Ave E					
Address 2:					
Address 3:					
City: Newton	State: IA ZIP Code: 50208				
E-mail: mfrietsch@jasperia.org	Phone: 641-792-5862 Fax:				
Project Coordinator/Manager: Position/Title:	aintenance Superint eden t				
Title: Mr. First Name: Randy	Last Name: Freese				
Address 1: 910 N 11th Ave E					
Address 2:					
Address 3:					
City: Newton	State: IA ZIP Code: 50208				
E-mail: rfreese@jasperia.org	Phone: 641-792-5862 Fax:				
NOTIFICATION FOR WORK	I"RIGHT-OF-WAY (PLANTING) PROJECTS				
If applicable, select the type of right-of-way in whi	ch the proposed project will occur:				
Jurisdiction representative who has been notified	of the project proposal:				
Name:	Title:				
E-mail:	Phone:				
Have all required permits, environmental clearances, easements and notifications been made or acquired?					
If no, please explain:					

PROJECT INFORMATION				
Project Fundir	g Category: Count	у	Grant Applicant Type:	County Jurisdiction
Project Type:	Other Related Pro	ject		
f Other Relate	d Project type was sele	ted please explain:	Storage Building for Ro	adside Equipment
stimated Star	t Date (MWDD/YYYY):	8/01/2023	Estimated Completion Date	(MM/DD/YYY): 08/31/2023
Concise Proje	t Summary: 5' x 12' open front (	old storage build	ing for Roadside Equipm	ent and Hydro-Mulch
		tola scoj age sala		
53V				

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#### Detailed Project Description:

The Jasper County Highway Department is requesting funds for the materials to build an equipment storage building at our new Liberty Yard Site utilizing our workforce to erect the building. We currently have no building dedicated to our roadside equipment, so a lot of our equipment is exposed to the weather.

In the new cold storage building we will have room for all of our roadside equipment in the winter and hydro-mulch storage in the seeding season. In the near future, we would like to apply for a seed storage area in this building as we have been averaging 80 acres of prairie seed for the past several years.

The total estimated cost for the project is \$21,175.59. We were able to keep costs down by using an open front design and using our employees that have pole building experience. This would be a great addition to our roadside program and we thank you for your consideration.



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PROJECT COST SUMMARY 「シートすべき

зį)	Line #	Detailed Work Plan (Please include all workplan items to detail total project cost, including all match amounts)	Amount
	1	Materials	\$11,565.94
	2	Labor	\$8,071.92
	3	Equipment	\$1,537.73
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Total Project Cost: \$21,175.59



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	MATCH SUMMARY	
Line #	Cash Match Detail (Please include all cash match items found in the previous section)	Amount
1	Local Funds	\$1,565.94
2	County Workforce	\$8,071.92
3	County Equipment	\$1,537.73
	Total Cash Match Amount:	\$11,175.59
Line #	In-Kind Match Detail (Please include all in-kind match items found in the previous section)	Amount
	Total In-Kind Match Amount:	0
	Total Grant Match Amount:	11175.59
	GRANT REQUEST SUMMARY	
	Total Project Cost:	\$21,175.59
	Total Matching Funds:	·
	Grant Match Percentage:	53%
	Grant Amount Requested:	\$10,000.00
	(Enter the amount of the grant for the grant	which you are applying)

Relmbursement Frequency: One Time (at Conclusion of Project)

<b>CIDWA DOT</b> Form 105101 (3-18)
Minority Impact Statement
Pursuant to 2008 lowa Acts, HF 2393, lowa Code Section 8.11, all grant applications submitted to the State of lowa that are due beginning January 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.
Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.
The proposed grant project programs or policies could have a disproportionate or unique positive impact on minority persons.
Describe the positive impact expected from this project:
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Indicate which groups are impacted:
Women     Persons with a disability     Blacks     Latinos     Asians     Pacific Islanders     American Indians     Alaskan Native Americans     Other
The proposed grant project programs or policies could have a disproportionate or unique negative impact on minority persons.
Describe the negative impact expected from this project:
Present the rationale for the existence of the proposed program or policy:

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Provide evidence of consultation with representatives of the minority groups impacted:

Indicate which groups are impacted:

🗌 Women	🗌 Pe	ersons with a disability	Blacks	Latinos	Asians
Pacific Islar	nders	American Indians	🔲 Alaskan N	ative Americans	Other

The proposed grant project programs or policies are not expected to have a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact:

Integrated Roadside Vegetation Management and the equipment used for these purposes is beneficial to all residents and visitors to Jasper County, including minority groups.

t hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: Nicole Williams

Title: Assistant to the Engineer

#### **Definitions**

"Minority Persons", as defined in Iowa Code Section 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians, or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability", as defined in Iowa Code Section 15.102, subsection 7, paragraph "b", subparagraph (1): b. As used in this subsection:

(1) "Disability" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"Disability" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency", as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.



#### **APPLICATION CERTIFICATION:**

I, the undersigned, certify that this project has been approved for submittal for Living Roadway Trust Fund grant consideration.

Grant Applicant (Agency, Organization, County): Jasper County Highway Department	
Applicant Authorizing Official: Position/Title: County Engin ee	
Title: Mr. First Name Mich <b>b</b> Last Name: Friet sh	

Mul g that 05-31-2023

Submission Checklist:

☑ Iowa DOT Form 841702 (pages 1-5 and 8 of this document)

Minority Impact Statement Form 105101 (pages 6 & 7 of this document)

Supplemental Supporting Information

(Please attach using paperclip symbol on the upper left side of this document; if you have more then one document please merge all documents into one pdf prior to attaching to grant application.)

Jasper County Highway Department							
Category: Work Location and Description/Distance and Direction to Intersection:							
Sig	ns 591A						
Tre	es 491B	Build IRVM Storage Facility at Liberty yard					
XOth	her	24' x 45' x 12' h. with Compacted Rock Floor					

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				Lab	Or					
22 2	Regular Hours At Site			e Hours At ite						
Employee Name	Date of Work	Size of Location	Totaí Hours	Pay Rate	Total Hours	Pay Rate	Benefit Ratio	Total Labor Costs	Travel Time	GPS
Josh DeWitt	WORK	Location	40			Tay Nace		\$ 1,495.39	induct nine	
Marc Smith			40			i i		\$ 1,893.81		-
Todd Birkenholtz	1		40		-	-		\$ 1,639.84		
Craig Nolin			40					\$ 1,607.28		1
David Samson	×		40				1.48%			
Lance Dykstra			40		-		1.48%			
		•								1. 1.
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1									- 
										1
	7904					Total	Labor	\$ 8,071.92		

	Equipment					
Equipment Type	Date of Work	Hours Used		DOT Rate	Т	otal Costs
333 John Deere Track Loader		24	\$	45.01	\$	1,080.24
Pick-Up		5	\$	18.07	\$	90.35
Tandem Axle Dump Trucks		6	\$	61.19	\$	367.14
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		-				
		$\overline{v}$				
3						
		Total Eq	uipm	nent	\$	1,537.73

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Materials						
Materials Used	Date of Work	Quantity	Price		Total Costs	
3/4 Limestone (6"x45'x24' inside shed and rock around post)	H.	45 Ton	\$ 15.30	ć	688.50	
		45 101	Ş 15.50			
24' x 45' x 12' h Open Front Pole Building Kit	X	1		\$	10,877.44	
A			1			
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				<u> </u>		
· · · · · · · · · · · · · · · · · · ·				-	₽×	
		×				
			1.63			
		Total N	laterials	\$	11,565.94	

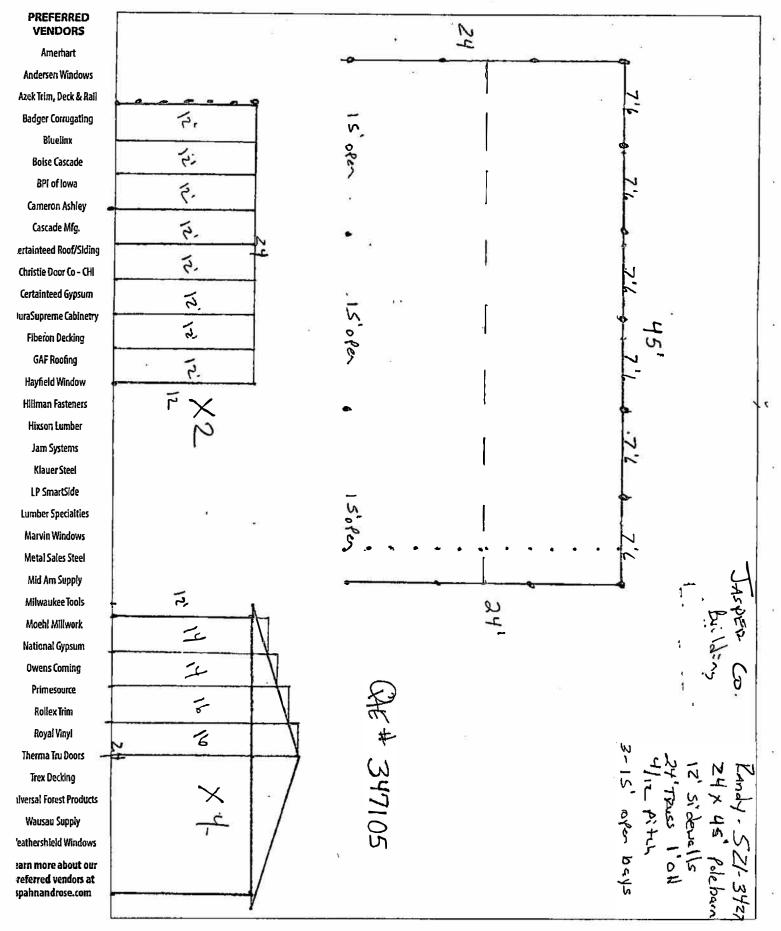
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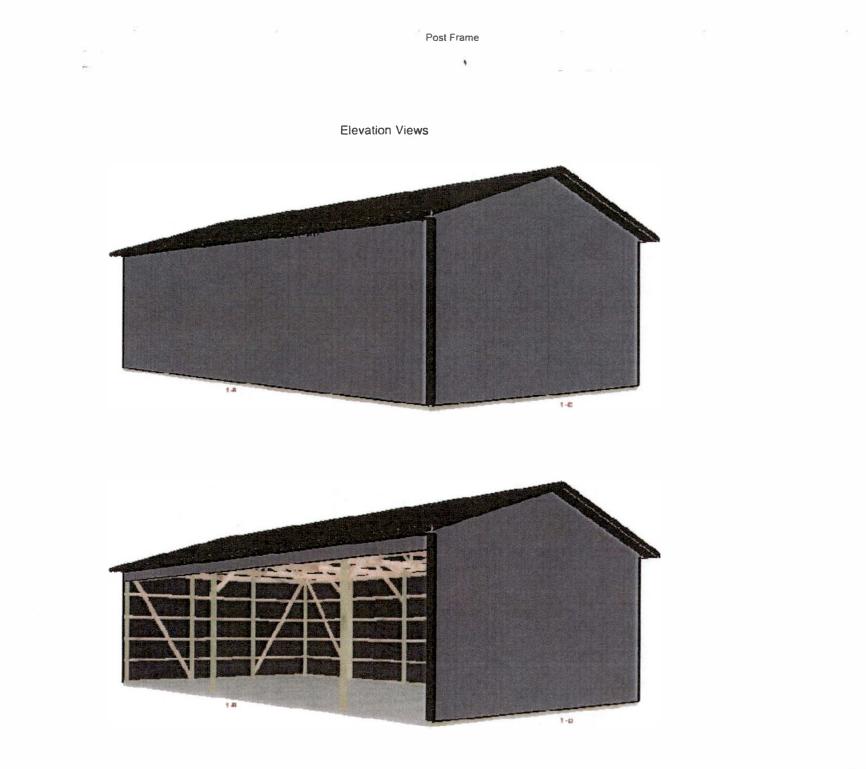
£5



## **SPAHN & ROSE LUMBER COMPANY**

SPAHNANDROSE.COM







#### **SPAHN & ROSE LUMBER COMPANY**

330 E 17th St S Newton, IA 50208-4055 • 641-792-4409 www.spahnandrose.com

Invoice Address Jasper Co Hwy Department 910 N 11th Ave E Newton, Iowa, 50208

**Delivery Address** Jasper Co Hwy Department 910 N 11th Ave E Newton, Iowa, 50208

	Lound
Estimate No Estimate Date	<b>347105</b> 05/17/2023
Expiration Date	05/24/2023
Customer	11J006
Contact Name	
Contact Number	641-521-3427
Job	
Customer Ref	24x45 salt shed- Randy

Delivery

Taken By

Sales Rep

24x45 salt shed- Randy By 05/17/2023 Jeff Fifer House Account

Fetimate



4 1 ý. Special Instructions, \* -..... 3 1 "Notes 4 • 10 44 Qiy/Footage 6.4 Line Product Code 1 Sir 1 1 1140 \* 34 r. Total £ 12 Per Description N. Price 6616TR 1 6x6 16'S4S SYP.23 MCA TREATED 72.04 11 EA EA 792.44 11/16 6620TR 2 6x6 20'S4S SYP.23 MCA TREATED 4 EA 191.98 EA 767.92 4/20 3 60QCM 60# QUIKRETE CONCRETE MIX 56/pallet w/ gravel-45 BAG BAG 5.41 243.45 1/2 cubic ft per bag -O 4 24' 4/12 trusses w/1' o.h zz\_SOTRUSSES\_2099 1 EA 1,206.25 EA 1,205.25 9 5 11ML LFT 11 7/8" LVL BEAM 90 LF 10.61 LF 954.90 2/45 21216TR1 6 2x12 16' #1 SYP TREATED 12 EA 68.35 EA 820.20 12/16 2X4-12' PREM SPF 7 2412WWP 24 EA 5.85 EA 140.40 24/12 8 2416WWP 2X4-16' PREM SPF 100 EA 7.91 EA 791.00 100/16 9 2614WWP 2X6-14' PREM SPF 4 EA 10.05 EA 40.20 4/14 2616WWP 10 2X6-16' PREMIUM SPF 12 EA 13.35 EA 160.20 12/16 **R\$316SW** 11 ROLLEX 16" SNOWMIST SOLID SOFFIT PANEL 12'I 36.03 EΑ 11 EA 396.33 (12PCS/CTN) RRSW 12 ROLLEX REVERSIBLE F- CHANNEL FRIEZE WHITE 17 EA 18.40 EA 312.80 13 RSL6W ROLLEX SL-6" FASCIA WHITE 12' 355.81 17 FA 20.93 EA RC24W ROLLEX 24"X50' WHITE ALUMINUM TRIM COIL 14 1 COI 169.58 COI 169.58 **RSSTNW1** 15 STAINLESS STEEL 1-1/4 WHITE TRIM NAIL 1LB/BX · 1 BX 15.23 BX 15.23 16 zz\_SOAGPANEL 4339 steel job for county salt shed 1 EA 3,710.73 EA 3,710.73 6

Subject to our terms and conditions of sale. Further copies available on request.



### SPAHN & ROSE LUMBER COMPANY

330 E 17th St S Newton, IA 50208-4055 • 641-792-4409 www.spahnandrose.com

Invoice Address Jasper Co Hwy Department 910 N 11th Ave E Newton, Iowa, 50208 Delivery Address Jasper Co Hwy Department 910 N 11th Ave E Newton, Iowa, 50208

## Estimate

Estimate No 347105 Estimate Date 05/17/2023

05/24/2023 **Expiration Date** 11J006 Customer **Contact Name Contact Number** 641-521-3427 Job 24x45 salt shed-Randy Customer Ref By 05/17/2023 Delivery Jeff Fifer Taken By Sales Rep House Account



Page 2 of 2

We agree to furnish the items and grades specified above. This estimate is valid for seven days. Not guaranteed to build/complete any job or contract. Errors subject to correction.

RETURN POLICY: The sale involce must accompany returns. A restock charge may apply. Special orders and items that are not in clean seliable condition may not be accepted. Return items purchased with a Credit/Debit card will only be credited to the original card used for purchase.

Total Amount,	\$10,877.44
Sales Tax 7.00%	\$0.00
Estimate Total	\$10,877.44

Buyer

Date

Subject to our terms and conditions of sale. Further copies available on request.

## EXHIBIT B Reimbursement Form

#### Instructions for completing Form 841700

## REQUEST FOR REIMBURSEMENT OF LIVING ROADWAY TRUST FUND GRANT PROJECT COSTS AND

#### DIRECT VENDOR OR SERVICES PAYMENTS

This form is for documenting eligible costs that are to be: (1) reimbursed to the grant Recipient for costs already incurred, (2) requested to be paid directly to a vendor as a direct vendor payment after the equipment has been received and checked in on the invoice as required or (3) payment for services, including direct and indirect costs, as indicated in the project agreement. Each type has a separate line for data entry.

Please Use the Tab key on your keyboard to scroll through and fill in all appropriate information in the shaded entry fields on the form(s).

Claim Number: Enter the claim number. The first claim for a unique project number is Claim 1, the next for the same project is Claim 2 and so on.

Check the checkbox with the computer mouse for final reimbursement when completing the final reimbursement claim.

Date: Enter the date the claim is prepared.

Enter the Iowa DOT Project Number, Grant Recipient and Project Name as they are indicated in the project agreement.

- Line 1. Enter the Grant Amount (maximum state funds payable per the Iowa DOT project agreement).
- Line 2. If applicable, enter the amount of "Local Contribution" included in the total project cost. The local contribution amount is the combination of in-kind and organization funds contributed to the project.
- Line 3. This is the sum of the Grant Amount, the in-kind contribution and the local contribution. This field is automatically calculated.

Enter the dollar amount of *eligible* costs requested for Reimbursement of Grant Items costs incurred by the Recipient for this claim in Column A. Enter the total cumulative dollar amount of *eligible* costs requested for

Line 4. Reimbursement of Grant Items costs incurred by the Recipient to date, including this claim, in Column B. These amounts should not include any match percentage.

Enter the dollar amount of *eligible* costs requested for Direct Vendor Payments for this claim in Column A. Enter the total cumulative dollar amount of *eligible* costs requested for Direct Vendor Payments to date, including this claim, in

- Line 5. Column B. Each Direct Vendor Payment request should use a separate request form and should only include costs for a single vendor. These amounts should not include any match percentage.
- Line 6. This is the Subtotal dollar amount of *eligible* costs requested for Reimbursement of Grant Item costs incurred by the Recipient and costs requested for Direct Vendor Payments. This field is automatically calculated.
- Line 7. Enter the dollar amount paid by the lowa DOT for eligible costs requested for Reimbursement of Grant Items and costs requested for Direct Vendor Payments prior to this claim.
- Line 8. This is the subtotal dollar amount due this payment/final payment for Reimbursement of Grant Item costs incurred by the Recipient and costs requested for Direct Vendor Payments. This field is automatically calculated.

Enter the dollar amount of eligible Indirect and Direct costs requested for Services costs for this claim in the appropriate field in Column A. Enter the total cumulative dollar amount of eligible Indirect and Direct costs requested

- Line 9. for Services costs incurred by the Recipient to date, including this claim in the field in Column B. These amounts should not include any match percentage.
- Line 10. This is the subtotal dollar amount eligible for Services Costs. This field is automatically calculated.
- Line 11. Enter the dollar amount paid by the Iowa DOT for eligible Services Costs prior to this claim.
- Line 12. This is the subtotal dollar amount due this payment/final payment for Services Costs. This field is automatically calculated.
- Line 13. This is the total dollar amount due for Reimbursement of Grant Items costs incurred by the Recipient, costs requested for Direct Vendor Payments and Services Costs for this claim. This field is automatically calculated.

NOTE: Reimbursement claims must include a completed original signed reimbursement claim form (841700), copies of all invoices (with beginning and ending dates), <u>proof of processed payment</u> and/or in-kind contribution documentation totaling 100% of the amount of work for which reimbursement is being requested. Direct vendor payment requests must be accompanied by a vendor invoice with the items received circled, signature and printed name of the authorized person who received the invoiced item(s) and the date received.

Submit an electronic version of this form and required documentation via email to Irtf.support@iowadot.us for review. Upon approval, mail the signed original and required documentation to: LRTF Program Coordinator, Office of Design, Iowa Department of Transportation, 800 Lincoln Way, Ames, Iowa 50010

#### REQUEST FOR REIMBURSEMENT OF LIVING ROADWAY TRUST FUND GRANT PROJECT COSTS

AND

#### DIRECT VENDOR OR SERVICES PAYMENTS

## \*\*\* PLEASE READ THE INSTRUCTIONS FOR COMPLETING THIS FORM BEFORE YOU PROCEED\*\*\* Project Information

Claim	Number: Check for Final Reimbursement Date: lowa DOT Project Number.	
Grant	Recipient:	
Proje	ct Name:	
1	Grant Amount: Maximum State Funds payable per the Iowa DOT project agreement	\$0.00
2	Local Contribution (including in-kind and organization funds contributed to the project if applicable):	\$0.00
3	Total Project Cost: Total of lines 1 and 2	\$0.00
Gran	t Items for Reimbursement to the Recipient and Costs Paid Directly to Vendor	
	This Claim Amount [A]	Cumulative Claim Amount [B]
	Grant Items to be Reimbursed to the Recipient	
4	Amount of Grant Item costs claimed: For this claim [A] and cumulative [B]	\$0.00
	Grant Items to be Paid Directly to Vendor	
5	Amount of Vendor invoice(s):For this claim [A] and cumulative [B]	\$0.00
6	Subtotal amount eligible for Reimbursement and Direct Vendor Payments	\$0.00
7	Amount paid by the lowa DOT for Reimbursement and Direct Vendor payments prior to this claim:	\$0.00
8	Subtotal amount due this payment/final payment for Reimbursement and Direct Vendor Payments:	\$0.00
Serv	ices Payments	
	This Claim Amount [A]	Cumulative Claim Amount [B]
	Services Indirect Direct	
9	Total amount of Services costs claimed: \$0.00	\$0.00
10	Subtotal amount eligible for Services Costs	\$0.00
11	Amount paid by the Iowa DOT for Services prior to this claim:	\$0.00
12	Subtotal amount due this payment/final payment for Services:	\$0.00
13	Amount due for Reimbursement, Direct Vendor Payments and Services	\$0.00
CER	TIFICATION	
projec	by certify that all eligible project activities for which reimbursement and direct vendor payment is requested have been co t plans, specifications, project agreement, the laws of the State of Iowa and the ordinances of the CITY/COUNTY or Loc ed for payment are proper and true and that no part of this claim has been paid by the Iowa DOT.	
8		
	Recipient Representative (Computer Entry or Printed)	Signature Date (Computer Entry or Printed)

Recipient Representative Signature (Sign in Ink)

Recipient Representative Title (Computer Entry or Printed)

Make Check Payable to:

Grant Recipient or Designated Vendor (Computer Entry or Printed)

Mailing Address (Computer Entry or Printed)

Submit an electronic version of this form and required documentation via email to Irtf.support@iowadot.us for review. Upon approval, mail signed original and required documentation to:LRTF Program Coordinator, Office of Design, Iowa Department of Transportation, 800 Lincoln Way, Ames, Iowa 50010.

FOR INTERNAL USE ONLY	INITIALS	DATE	
IDOT Approval			_
IDOT Approval			

Tuesday, September 19, 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 open a Public Hearing for a rezone request on parcel # 06.07.400.006 for Anita Norian from agricultural to rural residential.

YEA: STEVENSON, CUPPLES, TALSMA

Adjoining landowners spoke about the opposition against the potential subdivision. The Developer of the subdivision spoke about why they are looking at the property.

Motion by Stevenson, seconded by Cupples to close the Public Hearing.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to open a Public Hearing for an Ordinance establishing the Newton Legacy Reinvestment District pursuant to Iowa Code Section 15J.4(4).

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to close the Public Hearing.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to waive the 2<sup>nd</sup> & 3<sup>rd</sup> hearings.

#### YEA: STEVENSON, CUPPLES, TALSMA

Motion by Stevenson, seconded by Cupples to approve Ordinance 74 establishing the Newton Legacy Reinvestment District pursuant to Iowa Code Section 15J.4(4).

#### YEA: STEVENSON, CUPPLES, TALSMA

Maintenance Director, Adam Sparks, and Auditor, Jenna Jennings spoke on behalf of the Auditor's Office updates. Purchasing new furniture, painting, putting in new carpet, and adding a couple cabinets with counter tops. Adam presented quotes for the new furniture, counter tops, and cabinets.

Motion by Cupples, seconded by Stevenson to approve a quote from L&L Custom Tops in the amount of \$5,995.00 for new counter tops.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to approve a quote from Woodstyles LLC in the amount of \$9,321.27 for cabinets.

#### YEA: STEVENSON, CUPPLES, TALSMA

Motion by Stevenson, seconded by Cupples to approve a quote from Workspace in the amount of \$36,554.31 for new office furniture.

#### YEA: STEVENSON, CUPPLES, TALSMA

Conservation Director, Keri Van Zante, presented the new Baxter Veterans Memorial. A helicopter will be placed on a pad as a memorial in Baxter once all easements have been approved by the County and City of Baxter. No action was taken.

Motion by Cupples, seconded by Stevenson to approve FY2024 Governor's Traffic Safety Bureau lowa Department of Public Safety (GTSB) agreement.

## YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to adopt Resolution 23-77, a hiring resolution certifying the following appointment to the Auditor for payroll implementation:

DEPARTMENT	POSITION	EMPLOYEE	PAY RATE	RANGE/STEP	EFFECTIVE DATE
Secondary Roads	Skilled Laborer	Lucas Warrick	\$24.25	Hire-In Grade III	09/20/2023

#### YEA: CUPPLES, TALSMA, STEVENSON

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

Motion by Stevenson, seconded by Cupples to adopt Resolution 23-78 vacating a portion of Jasper County Roadway located at W 124<sup>th</sup> St N.

YEA: CUPPLES, TALSMA, STEVENSON

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

Sheriff, John Halferty, spoke about the naming of a bridge located by Reasnor on Hwy F-62 that crosses the Skunk River in honor of Reserve Deputy Sheriff Howard W. Holdefer. Sheriff Halferty will work with the Jasper County Engineer Mike Frietsch and the Iowa Department of Transportation to make an official dedication of the bridge. No action was taken.

Motion by Cupples, seconded by Stevenson to approve the tax rate summary for taxing year 2022.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to approve a Memorandum of Understanding between Jasper County, Iowa, Mahaska County, Iowa, and the Welder's Shield, L.L.C., concerning installation and future maintenance of a private utilities crossing public road easements.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to approve a Memorandum of Understanding between Polk County, Iowa and Jasper County, Iowa, to set forth the terms of payments, administration, and oversight of the appointed shared Judicial Mental Health Advocate.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to approve Board of Supervisors minutes from September 12, 2023.

YEA: CUPPLES, TALSMA, STEVENSON

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

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Talsma, seconded by Stevenson to recess the work session until 11:00.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Stevenson, seconded by Cupples to come out of recess.

## YEA: STEVENSON, CUPPLES, TALSMA

During the work session Conservation Director, Keri Van Zante informed the Board about trying to replace 2 ATV's. Brandon advised that we try to purchase 1 used ATV this fiscal year and another used ATV next fiscal year. Brandon would like to begin working on HF718 before we get to the budget portion in January. The Board also discussed pay increases for Department Heads, Non-Department Heads, and the Unions. Discussions regarding pay increases will continue in future work sessions.

Motion by Stevenson, seconded by Cupples to adjourn the Tuesday, September 19, 2023, meeting of the Jasper County Board of Supervisors.

YEA: STEVENSON, CUPPLES, TALSMA

Jenna Jennings, Auditor

Brandon Talsma, Chairman

## ITEMS TO INCLUDE ON AGENDA

### JASPER COUNTY, IOWA

\$8,795,000\* (Subject to Adjustment per Terms of Offering) Taxable General Obligation Urban Renewal Capital Loan Notes, Series 2023

• Receipt of bids.

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• Resolution directing sale.

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## <u>NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE</u> <u>CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.</u>

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The County Auditor of Jasper County, State of Iowa, met in the Auditor's Office of the Jasper County Courthouse, 101 1<sup>st</sup> Street North, Newton, Iowa, at 9:30 A.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Notes to the best and most favorable bidder for cash, subject to approval by the Board of Supervisors at 10:30 A.M. on the above date.

The following persons were present:

\* \* \* \* \* \* \* \*

This being the time and place for the opening of bids for the sale of \$8,795,000\* (Subject to Adjustment per Terms of Offering) Taxable General Obligation Urban Renewal Capital Loan Notes, Series 2023, the meeting was opened for the receipt of bids for the Notes. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

## (Attach List of Bidders)

- 2. The County Auditor then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.
- 3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

## (Attach List of Bidders)

4. The best bid was determined to be as follows:

Name & Address of Bidder: \_\_\_\_\_

True Interest Rate (as-bid): \_\_\_\_\_%

Net Interest Cost (as-bid): \$\_\_\_\_\_

In consultation with PFM Financial Advisors, LLC, the County considered the adjustment of the aggregate principal amount of the Notes and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

Final Par Amount as adjusted: \$\_\_\_\_\_

Purchase Price as adjusted: \$\_\_\_\_\_

All bids were then referred to the Board for action.

Absent:

Vacant:

\* \* \* \* \* \* \*

Board Member \_\_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$8,795,000\* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION URBAN RENEWAL CAPITAL LOAN NOTES, SERIES 2023," and moved its adoption. Board Member \_\_\_\_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

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

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

Whereupon, the Chairperson declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF \$8,795,000\* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION URBAN RENEWAL CAPITAL LOAN NOTES, SERIES 2023

WHEREAS, bids have been received for the Notes described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$8,795,000\* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION URBAN RENEWAL CAPITAL LOAN NOTES, SERIES 2023

Bidder: \_\_\_\_\_\_ of \_\_\_\_\_

The terms of award:

Final Par Amount as adjusted: \$\_\_\_\_\_

Purchase Price as adjusted: \$\_\_\_\_\_

True Interest Rate: \_\_\_\_\_%

Net Interest Cost: \$\_\_\_\_\_

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

Section 1. That the bid for the Notes as above set out is hereby determined to be the best and most favorable bid received and, the Notes are hereby awarded as described above. Section 2. That the statement of information for Note bidders and the form of contract for the sale of the Notes are hereby approved and the Chairperson and Auditor are authorized to execute the same on behalf of the County.

Section 3. That all acts of the County Auditor and other officials done in furtherance of the sale of the Notes are hereby ratified and approved.

PASSED AND APPROVED this 26<sup>th</sup> day of September, 2023.

Chairperson

ATTEST:

County Auditor

#### CERTIFICATE

STATE OF IOWA	)
	) SS
COUNTY OF JASPER	)

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

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

County Auditor, Jasper County, State of Iowa

(SEAL)