



# BOARD OF SUPERVISORS

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

Thad Nearmyer

Doug Cupples

Brandon Talsma

**July 1, 2025**

9:30 a.m.

[www.jasperia.org](http://www.jasperia.org)

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

Meeting ID: 812 374 4948

Dial In: +1-646-931-3860

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

## Pledge of Allegiance

### Item 1 Senior Nutrition – Kelli Van Manen

- a) Approval of Agreement between Jasper County, Iowa and Colfax Community Senior Citizens Center, Colfax, Iowa
- b) Approval of Agreement between Jasper County, Iowa and The Gathering Place, Monroe, Iowa

### Item 2 Human Resources – Dennis Simon

- a) Hiring Resolution for Emergency Management, Administrative Assistant – Kathryn Ellis
- b) Hiring Resolution for Sheriff's Office – Deputy Sheriff – Josh Britton & Curtis Pitman III

### Item 3 Engineer – Mike Frietsch

- a) Approve Funding Agreement for Highway Safety Improvement Program (HSIP) Federal-Aid Swap Funds for F-48 Phase 3 in the Amount of \$500,000
- b) Approve Engineering Services Agreement with CGA for the Evaluation of Traffic Impacts Generated by Current and Future Development to T-33 at and North of Intersection with S 128<sup>th</sup> Ave E
- c) Final Pay Estimate for 137 (Bridge C08)

### Item 4 Approval of Cigarette/Tobacco/Nicotine/Vapor Permits for

- a) Fore Seasons Sports Bar & Grill

### Item 5 Resolution Approving Transfer Order #1554

### Item 6 Resolution Approving Transfer Order #1555

### Item 7 Resolution Approving Transfer Order #1556

### Item 8 Approval of Claims Paid through July 1, 2025

### Item 9 Approval of Board of Supervisors Minutes for June 24, 2025

### Item 10 Board Appointments

## PUBLIC INPUT & COMMENTS

### Close Session Requested by Dennis Simon in Accordance with Iowa Code Section 22.7(50)

to discuss Information and records concerning physical infrastructure, cyber security, critical infrastructure, security procedures, or emergency preparedness developed, maintained, or held by a government body for the protection of life or property, if disclosure could reasonably be expected to jeopardize such life or property.

### After the Regular Meeting - Work Session

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

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

Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2025 by and between Jasper County, Iowa, having its office at the Courthouse in Newton, herein, after designated as the "Project" and the Colfax Community Senior Citizens Center of Colfax, Iowa, herein after- designated as the "Company".

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

- A.
1. The Company agrees that it will make available to the Project, the use of the dining room facilities at the Colfax Community Senior Citizens Center. This includes tables, chairs, and other equipment necessary to serve an average of fifty (50) to one hundred (100) persons at about noon each day, five (5) days per week, except for agreed holidays, and that the Company will provide utilities necessary to service that part of the building.
  2. The Company agrees to allow the Project Director, the Project Nutritionist and any other duly qualified representatives of the Project to perform their duties as necessary to insure the successful operation of the Project.
  3. The Project, on a monthly basis will pay the Company \$400 as rent for use of the facility.
  4. The Company will provide trashcans or other suitable containers outside of the Colfax Senior Citizens Center in a place, which is in harmony with the laws and ordinances of the State of Iowa and will arrange for the regular and orderly removal of trash from such containers.
  5. The Company will maintain the building; its fixtures and furnishings in a state of cleanliness, and repair, which permits the safe and sanitary operation of the program. In particular, the Company will:
    - a. Comply with local sanitation and fire codes and ordinances.
    - b. Employ a professional pest control service on a regular basis.
    - c. Provide weekly janitorial service.
  6. The Company will provide utilities, including, water, sewer, electricity, and natural gas for the use of the program.
- B.
1. The Project will serve meals at the site provided by the Company, five (5) days each week, Monday through Friday, excluding those holidays during which no Project meals are served at any other location pursuant to general employment policies of Jasper County, Iowa and/or pursuant to union contract involving Project employees.
  2. The Project will hire employees and other staff as deemed necessary to implement the Program, who shall be employees of Jasper County.

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

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

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

This Agreement shall be effective as of July 1, 2025, and shall be in force commencing on the effective date and ending June 30, 2026 and during which such additional period or periods as the parties hereto agree upon. However, both parties to this Agreement may at any time during the life of this Agreement or any extension there of terminate this Agreement by giving the other party thirty (30) days written notice of its intention to do so.

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

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

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

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

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

\_\_\_\_\_  
Chairperson,

\_\_\_\_\_  
Brandon Talsma, Chairperson

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

**AGREEMENT BETWEEN JASPER COUNTY, IOWA AND  
THE GATHERING PLACE, MONROE, IOWA**

SUBJECT OF AGREEMENT: Use of facilities of The Gathering Place for Title III C Senior Nutrition Program.

Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2025 by and between Jasper County, Iowa, having its office at the Courthouse in Newton, herein, after designated as the "Project" and The Gathering Place, Monroe Iowa, herein after- designated as the "Company".

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

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

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

3. The Project, on a monthly basis will pay the Company \$400 as rent for use of the facility.

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

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

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

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

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

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

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



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

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

This Agreement shall be effective as of July 1, 2025, and shall be in force commencing on the effective date and ending June 30, 2026 and during which such additional period or periods as the parties hereto agree upon. However, both parties to this Agreement may at any time during the life of this Agreement or any extension thereof terminate this Agreement by giving the other party thirty (30) days written notice of its intention to do so.

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

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

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

The Gathering Place  
113 S Monroe St  
Monroe, Iowa 50170

JASPER COUNTY, IOWA  
Courthouse, 101 First Street North

Newton, Iowa 50208

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Brandon Talsma, Chairperson

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





July 2024

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

Recipient: Jasper County

Project No.: HSIP-SWAP-C050(163)--FJ-50

Iowa DOT Agreement No.: 1-25-HSIP-SWAP-028

This is an agreement between Jasper County, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Highway Safety Improvement Program (HSIP) - Local, Federal-aid Swap funds. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

The Recipient and the Department previously entered into the following agreement(s) for the following funding sources related to the above referenced project:

Funding Source	Agreement No.	Project No.	Full Execution Date
Surface Transportation Block Grant	1-24-STPS-041	STP-S-C050(154)--5E-50	3/12/25

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

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact persons will be the Local Systems Project Development Engineer, Jenifer Bates and the Local Systems Central Region Field Engineer, Brian J. Catus. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following described HSIP project:  
  
2-ft paved shoulders with safety edge (up to 4-ft eligible through curves), shoulder and centerline rumble strips, guardrail, pavement markings (grooved-in 6-inch edgeline required), and new curve and chevron warning signs and posts on County Rd F48 from Polk County line to WCL of Colfax
4. Eligible project activities will be limited to the following: Construct cost.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from HSIP Federal-aid Swap funds. The portion of the project costs reimbursed by HSIP Federal-aid Swap funds shall be limited to \$ 500,000. The Recipient shall be responsible for all ineligible costs and all eligible costs in excess of this limit.
6. The Recipient shall pay for all project costs not reimbursed with HSIP Federal-aid Swap funds.
7. The Recipient shall let the project for bids through the Department.
8. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
9. It is the intent of both parties that no third-party beneficiaries be created by this agreement.



10. The project shall be let to contract before October 1, 2027. If not, this agreement may become null and void. This deadline may be extended for a period of 12 months upon receipt of a written request from the Recipient at least 30 days prior to the deadline.
11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written acceptance of the Department and the Recipient.

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

Jasper County

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

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County Auditor

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Chair, County Board of Supervisors

**IOWA DEPARTMENT OF TRANSPORTATION**  
**Transportation Development Division**

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

## EXHIBIT 1

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

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

#### 1. General Requirements

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

#### 2. Programming

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

### 3. Design

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

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

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

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

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

### 6. Contract Procurement

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

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

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



- c. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 3.710, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.
- d. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.
- e. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract execution.

## **7. Construction**

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

## **8. Reimbursements**

- a. The Recipient will initially be responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly. The RECIPIENT shall follow I.M. 6.020 Payment and Reimbursement Processes for requesting reimbursement.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.

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

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

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



# ENGINEERING SERVICES AGREEMENT



This AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2025 by and between JASPER COUNTY hereafter "CLIENT" and CLAPSADDLE-GARBER ASSOCIATES, INC., (hereafter "ENGINEER").

1. THE ENGINEER AGREES TO perform those tasks described in Attachment B - Scope of Engineering Services for the T33 AND COUNTY LINE ROAD INTERSECTION IMPROVEMENTS project.
2. THE ENGINEER AGREES TO perform the Scope of Engineering Services in a reasonable period of time commensurate with the performance of those services, unless a specific schedule for the performance of services is agreed upon between CLIENT and ENGINEER and incorporated as part of this AGREEMENT.
3. THE ENGINEER AGREES TO perform Additional Special Services not described in the scope of services included in this Agreement, if authorized in writing by Client and Engineer shall furnish such Additional Special Services at the normal hourly rates and charges applicable to those services at the time of their performance, and a schedule of those charges will be presented to the CLIENT upon request.
4. THE CLIENT AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:
  - a. The Client shall give prompt and thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
  - b. The Client shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements and obtain all permits reasonable and necessary in the development of the Project, and pay all costs incidental thereto.
  - c. The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

5. Payments for Professional Services:

The Client shall pay the Engineer a Fixed Fee for the Scope of Services described in Attachment B of \$10,000. Reimbursable expenses such as permit fees and publication fees are not included in the above fee.

6. THE CLIENT AND ENGINEER FURTHER AGREE to the Standard Terms and Conditions contained in Attachment A. The signatures below serve to incorporate the Standard Terms and Conditions as part of this AGREEMENT, regardless whether they are separately signed.

7. ATTACHMENTS: The following attachments are included as part of this Agreement.

- Attachment A – Standard Terms and Conditions
- Attachment B – Scope of Engineering Services

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

CLIENT:

\_\_\_\_\_

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

Title: \_\_\_\_\_

ATTESTED BY:

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

Title: \_\_\_\_\_

ENGINEER:

Clapsaddle-Garber Associates, Inc.

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

Title: Vice President

**ATTACHMENT A**  
**CLAPSADDLE-GARBER ASSOCIATES INC. STANDARD TERMS AND CONDITIONS**

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**PARTIES**

"ENGINEER" shall mean Clapsaddle-Garber Associates, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "ENGINEER."

**STANDARD OF CARE**

Services provided by ENGINEER under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. **ENGINEER PROVIDES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ITS SERVICES.**

**RIGHT OF ENTRY**

The CLIENT shall provide for complete and continuous access to the Project site in order for ENGINEER to timely perform its services and shall provide for entry for the employees, agents and subcontractors of ENGINEER and for all necessary equipment. While ENGINEER shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

**PAYMENT**

Unless otherwise provided herein, invoices will be prepared in accordance with ENGINEER's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due ENGINEER shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that ENGINEER files or takes any action, or incurs any costs, for the collection of amounts due it from CLIENT, then ENGINEER shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

**TERMINATION**

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by ENGINEER for the default of the CLIENT, then ENGINEER shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of ENGINEER and ENGINEER does not cure the default, then ENGINEER shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by ENGINEER in connection with the orderly termination of the Agreement or services, including, but not limited to, demobilization, reassignment of personnel, termination of subcontractors, subconsultants and other agents whose services were retained for the Project, associated overhead costs, lost profits, and all other expenses directly resulting from the termination.

**INFORMATION PROVIDED BY OTHERS**

ENGINEER shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to ENGINEER such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors. CLIENT hereby warrants the accuracy and completeness of the information provided by CLIENT to ENGINEER, and ENGINEER shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for ENGINEER to assure the accuracy, completeness, and sufficiency of such CLIENT-furnished information, either because it is provided by others, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER Group harmless from and against any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expenses or damages of any nature whatsoever (including, without limitation, damages to property, injuries or death to persons, fines, penalties) arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

**UNDERGROUND UTILITIES**

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by ENGINEER or its subcontractors. ENGINEER will use the standard of care defined in this Agreement in providing this service. The information that ENGINEER must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER Group for any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expense or damages of any nature whatsoever arising out of the location of underground utilities provided or any information related to underground utilities provided to or by ENGINEER under this Agreement.

**CONTRACTOR MATTERS**

CLIENT agrees that ENGINEER shall not be responsible for the acts or omissions of the contractor or contractors, and their respective affiliated companies, officers, directors, equityholders, employees, agents, subcontractors, suppliers, or other persons or entities responsible for performing work on the Project (collectively, the "Contractor Group") that is not in conformance with the construction Contract Documents, if any, prepared by ENGINEER under this Agreement. ENGINEER shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the Contractor Group. In addition, CLIENT agrees that ENGINEER is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

The ENGINEER shall not supervise, direct, or have control over the Contractor's work, not have any responsibility for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The ENGINEER shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.



**ATTACHMENT A**  
**CLAPSADDLE-GARBER ASSOCIATES INC. STANDARD TERMS AND CONDITIONS**

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**JOBSITE SAFETY**

Neither the professional activities of the ENGINEER/Surveyor, nor the presence of the ENGINEER's/Surveyor's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the *Contract Documents* and any health or safety precautions required by any regulatory agencies. The ENGINEER's/Surveyor's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety.

**SHOP DRAWING REVIEW**

If, as part of this Agreement ENGINEER reviews and approves contractor submittals, such as shop drawings, product data, samples and other data, as required by ENGINEER, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. ENGINEER's review shall be conducted with reasonable promptness while allowing sufficient time in ENGINEER's judgment to permit adequate review. Review of a specific item shall not indicate that Engineer has reviewed the entire assembly of which the item is a component. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

**OPINIONS OF PROBABLE COST**

If, as part of this Agreement ENGINEER is providing opinions of probable construction cost, the CLIENT understands that ENGINEER has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, and that ENGINEER's opinions of probable construction costs are to be made on the basis of ENGINEER's qualifications and experience. ENGINEER makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

**CONSTRUCTION OBSERVATION**

If, as part of this Agreement ENGINEER is providing construction observation services, ENGINEER shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained ENGINEER to make detailed inspections or to provide exhaustive or continuous project review and observation services. ENGINEER does not guarantee the performance of, and CLIENT hereby agrees that ENGINEER shall have no responsibility for, the acts or omissions of the Contractor Group or any other person or entity furnishing materials or performing any work on the Project (other than ENGINEER and its subconsultants). ENGINEER shall advise the CLIENT if ENGINEER observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

If the Owner desires more extensive project observation or fulltime project representation, the Owner shall request that such services be provided by the ENGINEER as Additional Services in accordance with the terms of this Agreement.

**OTHER SERVICES**

The CLIENT may direct ENGINEER to provide other services including, but not limited to, any additional services identified in ENGINEER's proposal. If ENGINEER agrees to provide these services, then the schedule shall be reasonably adjusted to allow ENGINEER to provide these services. Compensation for such services shall be at ENGINEER's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment To Agreement that contains an alternative compensation provision.

**OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE**

All drawings, reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by ENGINEER as instruments of service (the "ENGINEER Deliverables") shall remain the property of ENGINEER and ENGINEER shall retain title in the ENGINEER Deliverables. ENGINEER grants to CLIENT a limited non-exclusive license to use the ENGINEER Deliverables for the construction and operation of the Project (the "Specified Purpose"). All other uses of the ENGINEER Deliverables by CLIENT Group are prohibited, including, without limitation, reuse of the ENGINEER Deliverables, use of the ENGINEER Deliverables for the expansion or modification of the Project, or for use on other projects. Except in connection with a Specified Purpose and then only to those persons or entities necessary. CLIENT shall not disclose, market, or distribute ENGINEER Deliverables to third parties. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold ENGINEER Group harmless from any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expenses or damages of any nature whatsoever arising out of, resulting from or in any way related to the use by CLIENT or any other person or entity of any ENGINEER Deliverable for any purpose other than the Specified Purpose.

**CERTIFICATE OF MERIT**

The Owner shall make no claim (whether directly, in the form of a third-party claim, or for indemnity) against the ENGINEER unless the Owner shall have first provided the ENGINEER with a written certification executed by an independent ENGINEER/Surveyor licensed in Iowa to practice in the same discipline as the ENGINEER/Surveyor specifying those acts or omissions which the certifier contends constitutes a violation of the standard of care expected of an ENGINEER/Surveyor performing professional services under similar circumstances and upon which the claim will be premised. Such certification shall be provided to the ENGINEER/Surveyor thirty (30) days prior to the presentation of, and shall be a precondition to any such claim or the institution of, any arbitration or judicial proceeding.

**DISPUTE RESOLUTION**

If a dispute arises between ENGINEER and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and ENGINEER agree to submit to non-binding mediation prior to the commencement of any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

**ATTACHMENT A**  
**CLAPSADDLE-GARBER ASSOCIATES INC. STANDARD TERMS AND CONDITIONS**

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**EXCUSABLE EVENTS**

ENGINEER shall not be responsible for any event or circumstance that is beyond the reasonable control of ENGINEER that has a demonstrable and adverse effect on ENGINEER's ability to perform its obligations under this Agreement or ENGINEER's cost and expense of performing its obligations under this Agreement (an "Excusable Event"). When an Excusable Event occurs, the CLIENT agrees Engineer is not responsible for damages, nor shall ENGINEER be deemed to be in default of this Agreement, and ENGINEER shall be entitled to a change order to equitably adjust for ENGINEER's increased time and/or cost to perform its services due to the Excusable Event.

**LIMITATION OF LIABILITY; WAIVER OF CONSEQUENTIAL DAMAGES**

In recognition of the relative risks and benefits of the Project to both CLIENT and ENGINEER, the risks have been allocated such that CLIENT agrees, to the fullest extent of the law, to limit the liability of Engineer and its officers, directors, equityholders, employees, agents, subconsultants, and affiliated companies (collectively, the "ENGINEER Group") to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other cost, expense or damage of any nature whatsoever resulting in any way related to the Project or Agreement from any cause or causes to an amount that shall not exceed the compensation received by ENGINEER under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including negligence for professional acts, errors or omissions, strict liability, breach of contract, expressed or implied warranty, contribution, expressed indemnity, implied contractual indemnity, equitable indemnity, tort and all other claims. Except for the limitation of liability above, the CLIENT waives any claim or cause of action against the ENGINEER Group arising from or in connection with the performance of services for the Project or this Agreement.

The ENGINEER Group shall not be liable to the CLIENT for consequential, special, exemplary, punitive, indirect, or incidental losses or damages, including loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines and CLIENT hereby releases the ENGINEER Group from any such liability.

**INDEMNIFICATION**

Subject to the limitation of liability above, ENGINEER agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT against all claims, damages, liabilities, losses, or costs, including reasonable attorneys' fees and defense costs, or costs of any nature whatsoever to the extent caused by ENGINEER's negligent performance of service under this Agreement and that of its officers, directors, equity holders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER Group against all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other cost, expense or damage of any nature whatsoever to the extent caused by the acts or omissions of CLIENT and its affiliated companies, officers, directors, equityholders, employees, agents, contractors, subcontractors, engineers, designers, and consultants (other than ENGINEER) (collectively, the "CLIENT Group") in connection with this Project.

**ASSIGNMENT**

Neither party to this Agreement shall transfer, sublet, or assign any rights or delegate any duties under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Any such assignment or delegation not in accordance with the terms of this Agreement shall be null and void.

**SEVERABILITY, SURVIVAL AND WAIVER**

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and ENGINEER shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

**GOVERNING LAW; JURISDICTION AND VENUE**

This Agreement and all matters arising under or in connection with this Agreement shall be governed by, construed, and interpreted pursuant to the laws in the state of the locale of ENGINEER's address written in this Agreement without regard to conflicts of law principles. In any suit relating to this Agreement, CLIENT and ENGINEER unconditionally and voluntarily consent to be subject to the exclusive jurisdiction of the state or federal courts sitting in Iowa and hereby waive any objections to venue lying therein. Each of the parties hereby consents to service of process anywhere in the world.

**EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of ENGINEER to provide equal employment opportunities for all. ENGINEER will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodation.

**COMPLETE AGREEMENT**

This Agreement constitutes the entire and integrated agreement between the CLIENT and ENGINEER and supersedes all prior or contemporaneous negotiations, representations, and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms. Any amendments, changes or alterations to this Agreement shall only be binding if reduced to writing and signed by both parties.

**SIGNATURES**

This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same agreement. Original, facsimile, or electronic signatures by the parties are deemed acceptable for binding the parties to the Agreement.

**NOTICES**

All formal notices requests, demands, and other communications required under this Agreement shall be in writing and shall be hand delivered to the party or mailed by overnight registered or certified mail, postage prepaid, return receipt requested, to the address of the respective party set forth in this Agreement and to the attention of the respective person signing this Agreement on behalf of the party. The date of hand delivery or the date of mailing in accordance with the foregoing sentence shall be deemed to be the date of delivery of any such notice.



B  
Scope of Engineering Services  
For  
T33 and County Line Road Intersection Improvements  
Jasper County, Iowa

Attachment

This project provides for the Engineering Services related to the preparation of a Traffic Impact Study at the above-mentioned intersection.

The work to be performed under this proposal will include detailed work, services, materials, equipment, and supplies necessary to conduct a capacity analysis and evaluate the performance of the roadway system for the Fast Stop Gas Station, Jasper County Iowa.

This project will consist of the specific tasks as follows:

1. Data Collection and Review
2. Traffic Analysis
3. Report

Scope of Services:

Task 1 – Data Collection and Review

Task 1.1 – Obtain Roadway Geometrics and Traffic Information

- Conduct a field review of site conditions, traffic flow, and traffic operations to identify conditions that will impact the study's results.
- Obtain guidelines from Jasper County for determining future land uses near the site to assist in trip generation.
- Obtain traffic counts from Jasper County if available.
- As necessary, perform traffic counts during the AM (7:00-9:00 am) and PM peak hours (4:00-6:00 pm).

Task 2 – Traffic Analysis

Task 2.1 – Trip Generation and Distribution

- This task will include a review of the traffic generation from the proposed convenience store land use. The

- existing and future traffic volumes will be distributed onto the existing transportation system based on existing and anticipated travel patterns identified by the traffic data.
- This task will also examine potential future land uses as they relate to roadway design necessary for future lane
- arrangements.

#### Task 2.2 – Intersection Evaluation

- The 3 proposed site entrances will be evaluated for traffic operations to include recommendations for lane arrangement and level of service (LOS) using Synchro Version 8.0.
- Future lane arrangements for the intersection of T-33 and County Line Road will be reviewed, along with an estimated timeline for when these improvements will be necessary.

#### Task 2.3 – Review of Crash Data

- Review and analyze the Iowa DOT CMAT crashes for the last 10 years. A description of any injury crashes will be provided.

# Appia®

## Jasper County Detailed Payment 50-C050-137

**Description** BRS-C050(137)--60-50, Acct ID- 39812, Letting Date- December 19, 2023

**Payment Number** 14

**Pay Period** 03/29/2025 to 06/24/2025

**Prime Contractor** PETERSON CONTRACTORS INC.

**Payment Status** Pending

**Awarded Project Amount** \$1,538,699.68

**Authorized Amount** \$1,625,741.94

**Remarks** FINAL VOUCHER

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 0001 - BRS-C050(137)--60-50, Acct ID- 39812, Items for a 201'-4 x 30'-6 Pretensioned Prestressed Concrete Beam Bridge										
0010	2102-2710070	CY	\$25.000	108.000	0.000	352.592	352.592	352.592	\$0.00	\$8,814.80
EXCAVATION, CLASS 10, ROADWAY AND BORROW										
0020	2104-2710020	CY	\$9.000	2,382.000	0.000	3,692.592	3,692.592	3,692.592	\$0.00	\$33,233.33
EXCAVATION, CLASS 10, CHANNEL										
0030	2105-8425015	CY	\$13.000	700.000	0.000	312.408	312.408	312.408	\$0.00	\$4,061.30
TOPSOIL, STRIP, SALVAGE AND SPREAD										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0040	2121-7425020	TON	\$47.000	70.000	0.000	171.070	171.070	171.070	\$0.00	\$8,040.29
	GRANULAR SHOULDERS, TYPE B									
0050	2301-0690210	SY	\$284.000	994.150	0.000	994.150	994.150	994.150	\$0.00	\$282,338.60
	BRIDGE APPROACH, TWO LANE									
0060	2401-6745625	LS	\$100,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$100,000.00
	REMOVAL OF EXISTING BRIDGE									
0070	2402-2720000	CY	\$18.750	210.000	0.000	210.000	210.000	210.000	\$0.00	\$3,937.50
	EXCAVATION, CLASS 20									
0080	2402-2721000	CY	\$21.250	204.000	0.000	204.000	204.000	204.000	\$0.00	\$4,335.00
	EXCAVATION, CLASS 21									
0090	2403-0100010	CY	\$950.000	448.900	0.000	448.900	448.900	448.900	\$0.00	\$426,455.00
	STRUCTURAL CONCRETE (BRIDGE)									
0100	2404-7775000	LB	\$1.210	20,890.000	0.000	20,890.000	20,890.000	20,890.000	\$0.00	\$25,276.90
	REINFORCING STEEL									
0110	2404-7775005	LB	\$1.240	72,395.000	0.000	72,395.000	72,395.000	72,395.000	\$0.00	\$89,769.80
	REINFORCING STEEL, EPOXY COATED									
0120	2407-0551363	EACH	\$13,900.000	10.000	0.000	10.000	10.000	10.000	\$0.00	\$139,000.00
	BEAMS, PRETENSIONED PRESTRESSED CONCRETE, C63									
0130	2407-0551371	EACH	\$16,700.000	5.000	0.000	5.000	5.000	5.000	\$0.00	\$83,500.00
	BEAMS, PRETENSIONED PRESTRESSED CONCRETE, C71									

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0140	2408-7800000	LB	\$4.250	4,122.000	0.000	4,122.000	4,122.000	4,122.000	\$0.00	\$17,518.50
STRUCTURAL STEEL										
0150	2414-6424124	LF	\$74.250	456.700	0.000	456.700	456.700	456.700	\$0.00	\$33,909.98
CONCRETE OPEN RAILING, TL-4										
0160	2501-0201042	LF	\$35.840	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PILES, STEEL, HP 10 X 42										
0170	2501-0201057	LF	\$45.310	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PILES, STEEL, HP 10 X 57										
0180	2501-6335010	LF	\$54.000	160.000	0.000	160.000	160.000	160.000	\$0.00	\$8,640.00
PREBORED HOLES										
0190	2505-4008120	LF	\$21.800	224.000	0.000	224.000	224.000	224.000	\$0.00	\$4,883.20
REMOVAL OF STEEL BEAM GUARDRAIL										
0200	2505-4008410	EACH	\$2,700.000	4.000	0.000	4.000	4.000	4.000	\$0.00	\$10,800.00
STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-201										
0210	2505-4021010	EACH	\$325.000	4.000	0.000	4.000	4.000	4.000	\$0.00	\$1,300.00
STEEL BEAM GUARDRAIL END ANCHOR, BOLTED										
0220	2505-4021710	EACH	\$2,840.000	4.000	0.000	4.000	4.000	4.000	\$0.00	\$11,360.00
STEEL BEAM GUARDRAIL TANGENT END TERMINAL, LS-625										
0230	2507-2638650	SY	\$130.000	41.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
BRIDGE WING ARMORING - EROSION STONE										

Detailed Payment:

50-C050-137

06/24/2025

Page 3 of 8



Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0240	2507-3250005	SY	\$4.000	1,100.000	0.000	1,982.000	1,982.000	1,982.000	\$0.00	\$7,928.00
ENGINEERING FABRIC										
0250	2507-6800061	TON	\$73.000	850.000	0.000	938.380	938.380	938.380	\$0.00	\$68,501.74
REVTMENT, CLASS E										
0260	2510-6745850	SY	\$17.000	327.560	0.000	884.400	884.400	884.400	\$0.00	\$15,034.80
REMOVAL OF PAVEMENT										
0270	2526-8285000	LS	\$6,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$6,000.00
CONSTRUCTION SURVEY										
0280	2527-9263109	STA	\$600.000	7.220	0.000	12.630	12.630	12.630	\$0.00	\$7,578.00
PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED										
0290	2528-2518000	EACH	\$200.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$400.00
SAFETY CLOSURE										
0300	2528-8445110	LS	\$10,200.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$10,200.00
TRAFFIC CONTROL										
0310	2533-4980005	LS	\$100,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$100,000.00
MOBILIZATION										
0320	2601-2634100	ACRE	\$1,750.000	1.700	0.000	1.700	1.700	1.700	\$0.00	\$2,975.00
MULCHING										
0330	2601-2636043	ACRE	\$2,250.000	1.700	0.000	1.700	1.700	1.700	\$0.00	\$3,825.00
SEEDING AND FERTILIZING (RURAL)										

Detailed Payment:

50-C050-137

06/24/2025

Page 4 of 8

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0340	2602-0000020	LF	\$2.500	670.000	0.000	670.000	670.000	670.000	\$0.00	\$1,675.00
	SILT FENCE									
0350	2602-0000030	LF	\$5.000	68.000	0.000	10.000	10.000	10.000	\$0.00	\$50.00
	SILT FENCE FOR DITCH CHECKS									
0360	2602-0000101	LF	\$1.000	68.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK									
0370	2602-0000312	LF	\$4.000	240.000	0.000	860.000	860.000	860.000	\$0.00	\$3,440.00
	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.									
0380	2602-0010010	EACH	\$600.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$600.00
	MOBILIZATIONS, EROSION CONTROL									
0390	2602-0010020	EACH	\$1,200.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,200.00
	MOBILIZATIONS, EMERGENCY EROSION CONTROL									
8001	2501-0201042	LF	\$39.168	1,120.000	0.000	1,120.000	1,120.000	1,120.000	\$0.00	\$43,868.16
	PILES, STEEL, HP 10 X 42									
8002	2501-0201057	LF	\$46.820	1,620.000	0.000	1,620.000	1,620.000	1,620.000	\$0.00	\$75,848.40
	PILES, STEEL, HP 10 X 57									
8003	2526-8285000	LS	\$1,050.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,050.00
	CONSTRUCTION SURVEY									
8004	2401-7207030	LS	\$2,944.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$2,944.00
	RMVL OF CONC									

Detailed Payment:

50-C050-137

06/24/2025

Page 5 of 8

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
8005	2401-6745625	LS	\$10,070.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$10,070.00
RMVL OF EXISTING BRIDGE										
8006	6100-2301010	SY	\$2.500	994.150	0.000	994.150	994.150	994.150	\$0.00	\$2,485.38
EWO\PCP PAVT COLD WEATHER PROTECTION										
Section Totals:									\$0.00	\$1,662,847.68
Total Payments:									\$0.00	\$1,662,847.68

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Working Days, Late Start Date - 05/06/2024, Liquidated Damage Rate - 1.000	120.0 Days	125.0 Days	0.0 Days	\$0.00	125.5 Days	-0.5 Days	\$0.00
Total Damages:							\$0.00

Summary

Current Approved Work:	\$0.00	Approved Work To Date:	\$1,662,847.68
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$0.00	Retainage To Date:	\$30,000.00
Current Retainage Released:	\$30,000.00	Retainage Released To Date:	\$30,000.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$30,000.00	Payments To Date:	\$1,662,847.68
Previous Payment:	\$192,619.82	Previous Payments To Date:	\$1,632,847.68

Funding Details

50-C050-137-CAT-1 50-C050-137-CAT-1 50-C050-137:	\$0.00	50-C050-137-CAT-1 50-C050-137-CAT-1 50-C050-137 To Date:	\$1,662,847.68
50-C050-137-CAT-2 NON-PARTICIPATING:	\$0.00	50-C050-137-CAT-2 NON-PARTICIPATING To Date:	\$0.00
Current Payment:	\$0.00	Payments To Date:	\$1,662,847.68

\_\_\_\_\_  
Approved by Chairperson, Board of Supervisors

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date





Department of Revenue

Item 4  
July 1, 2025

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

tax.iowa.gov

**Additional instructions are on the final page.**

For period (MM/DD/YYYY) 07 / 01 / 25 through 06/30/ 26

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

## Business Information:

Legal name/Doing business as (DBA): Fore Seasons Sports Bar & Grill

Iowa sales and use tax account number: 306700814

Retail address: 6232 Hwy S74 S City: Newton State: IA ZIP: 50208

Mailing address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: (641) 527-792-1246

## Legal Ownership Information:

Type of ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐

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

Primary office address: 6232 Hwy S74 S City: Newton State: IA ZIP: 50208

Phone: (641) 792-1246 Fax: \_\_\_\_\_ Email: foreseasons

## Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐ Vending machine that assembles cigarettes ☐ Delivery sales of alternative nicotine/vapor products (see instructions) ☐  
Mobile sales (see instructions) ☐ VIN: \_\_\_\_\_ License plate number: \_\_\_\_\_

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative nicotine products ☐ Vapor products ☒

## Type of Establishment: (Select the options that best describe the establishment)

Alternative nicotine/vapor store ☐ Bar ☒ Convenience store/gas station ☐ Drug store ☐  
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☒ Tobacco store ☐  
Other (provide description) ☐ \_\_\_\_\_

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s): \_\_\_\_\_

Do you intend to make retail sales to ultimate consumers? Yes ☐ No ☐

Include with this application a list of your suppliers of cigarettes, tobacco, alternative nicotine and vapor products on a separate sheet. Suppliers: BDI Happy Can (Urbandale) - Vapes  
Chew Cigarettes

**Identify partners or corporate officers (up to three) if the business is not a sole proprietorship.**

Name: Kendall Corbitt Title: Owner

Address: 1094 S 52nd Ave E

City: Newton State: IA ZIP: 50208

Name: Joey Lammey Title: Owner

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor, page 2

Address: 1094 S 52nd Ave E

City: Newton State: IA ZIP: 50208

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

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

**Signature of Authorized Party**

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete. I declare that I am authorized to act on behalf of the taxpayer, and will only act within my authority.

Printed Name/Title: Kendall Corbett Owner

Authorized Signature: Kendall Corbett

Date: 6/26/25 Email: foreseasons22@gmail.com

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

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

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

Resolution \_\_\_\_\_

STATE OF IOWA  
Jasper County

}

**TRANSFER ORDER**

**\$1,980,801.36**

Newton, Iowa, July 1, 2025

Doug Bishop, Treasurer, Jasper County, Iowa

**Transfer** One million nine hundred eighty thousand eight hundred one dollars and 36/100\*\*\*

From: 0040-Local Option Sales  
Services Tax Fund

To: 0001-General Fund

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Property Tax Relief Allocation

**By Order of Board of Supervisors.**

**NO. 1554**

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Auditor/Designee

The Local Option Sales & Services Tax Fund is used for property tax relief for the current FY 25-26 budget.

Resolution \_\_\_\_\_

STATE OF IOWA  
Jasper County

}

**TRANSFER ORDER**

**\$1,937,328.00**

Newton, Iowa, July 1, 2025

Doug Bishop, Treasurer, Jasper County, Iowa

**Transfer** One million nine hundred thirty seven thousand three hundred twenty eight dollars and 00/100\*\*\*

From: 0001- General  
Fund

To: Various Funds  
(See list below)

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Board Action

**By Order of Board of Supervisors.**

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Attest

**NO. 1555**

\_\_\_\_\_  
Auditor/Designee

From Fund	To Fund	Amount
0001- General Fund	2011-(2025C) Amend Rail Park	\$ 1,750,000.00
0001- General Fund	0305-ALS Paramedic Program	\$ 144,000.00
0001- General Fund	4000-Emergency Mgmt	\$ 43,328.00
		<hr/>
		\$ 1,937,328.00

Paid from Local Option Sales Tax funds.

Resolution \_\_\_\_\_

STATE OF IOWA  
Jasper County

}

**TRANSFER ORDER**

**\$299,497.00**

Newton, Iowa, July 1, 2025

Doug Bishop, Treasurer, Jasper County, Iowa

**Transfer** Two hundred ninety nine thousand four hundred ninety seven dollars and 00/100\*\*\*

From: 0001- General  
Fund

To: Various Funds  
(See list below)

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Board Action

**By Order of Board of Supervisors.**

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Attest

**NO. 1556**

\_\_\_\_\_  
Auditor/Designee

From Fund	To Fund	Amount	
0001- General Fund	1500-Courthouse Capital Projects	\$	108,356.00
0001- General Fund	1517-Community Center Capital Proj	\$	25,000.00
0001- General Fund	1525-Law Enforcement Center	\$	159,093.00
0001- General Fund	1542-Admin Bldg Cap Proj	\$	7,048.00
		\$	<u>299,497.00</u>



Tuesday, June 24, 2025, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors, Talsma, Nearmyer and Cupples present and accounted for Chairman Talsma presiding.

Motion by Nearmyer, seconded by Cupples to amend the agenda to include the approval of claims paid through June 30, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to open a Public Hearing on the authorization of a loan agreement and the issuance of notes not to exceed \$1,950,000 Taxable General Obligation Urban Renewal Capital Loan Notes.

YEA: CUPPLES, NEARMYER, TALSMA

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

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-95, instituting proceedings to take additional action for the issuance of not to exceed \$1,950,000 Taxable General Obligation Urban Renewal Capital Loan Notes.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-96, approving the electronic bidding procedures and Distribution of Preliminary Official Statement for \$1,950,000 (subject to adjustment per terms of offering) Taxable General Obligation Urban Renewal Capital Loan Notes, Series 2025C.

YEA: CUPPLES, NEARMYER, TALSMA

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

Bobby Shomo with Shomo-Madsen Insurance presented our renewal for ICAP Insurance. There is a 3.5% increase from last year with the renewal. Bobby recommends increasing our liability insurance from \$8,000,000 due to lawsuits and nuclear verdicts. It would be about \$1,300.00 per million to increase.

Motion by Nearmyer, seconded by Cupples to increase the general and excess liability to a combined total of \$10,000,000 for an extra \$2,562.00 for a total renewal amount of \$609,502.00.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to table the ICAP Cyber Coverage to discuss in closed session on July 1, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-97, a hiring resolution certifying the following appointments to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	Detention Officer	Douglas Matheny	\$21.85	Union Hire-In Rate As of 7/1/25	07/01/25

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-98, approving a Family Sick Utilization Policy.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Nearmyer, seconded by Cupples to increase the Weed Commissioner's pay to \$3,000 per year to be paid the first pay period of each month.

YEA: CUPPLES, NEARMYER, TALSMA

Maintenance Director, Adam Sparks presented bids for replacing the furniture in the Assessor's Office. There were two quotes presented:

All Makes     \$27,438.75

WorkSpace     \$27,954.55

Motion by Nearmyer, seconded by Cupples to approve the quote from All Makes in the amount of \$27,438.75 for new office furniture in the Assessor's Office with \$11,500 being paid from the Board's budget and the remaining coming from the Assessor's budget.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve the request for suspension of taxes and special assessments for 2024 tax year, 2025-2026 payable years.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve the request for cancellation of checks from the Treasurer's Office over one year old.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve a Memorandum of Understanding between the City of Newton and Jasper County, Iowa, regarding a Waiver of Liability for Temporary Absence or Failure of Operational Sprinkler System at the new Westwood Golf Club House.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to set a Public Hearing for the closure and removal of the bridge on Iowa Street over the North Skunk River with recommended dates and times of July 15<sup>th</sup>, August 5<sup>th</sup>, and August 12, 2025, at 9:30 a.m. in the Board of Supervisors Room.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to award the only bid for Contract 50-C050-133 to Manatt's Inc. in the amount of \$2,447,974.64 for seal coat work on W. 129<sup>th</sup> St. S. from IA 163 to S. 96<sup>th</sup> Ave. W. and S. 96<sup>th</sup> Ave. W. from W. 129<sup>th</sup> St. S. to Pacific St.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve a Master Agreement contract with DataVision to service equipment.



YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve migrating our phone service to Mahaska Communication Group with a one-time cost of \$980.00 and a recurring cost of \$480.00.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve a Cigarette/Tabacco/Nicotine/Vapor Permit for Iowa's Best Burger Café.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve a Cigarette/Tabacco/Nicotine/Vapor Permit for Izaak Walton League.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve an Engagement Letter with Ahler's & Cooney, P.C. for a 28E Agreement on the Jasper County Conservation Nature Center.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-99, approving transfer order #1552 in the amount of \$214,512.30 from ARPA funds to General Basic funds.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-100, approving transfer order #1553 in the amount of \$161,802.32 from the General Fund to Various funds.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-101, approving the Appropriation of Funds for FY25-26 Budget.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Nearmyer, seconded by Cupples to approve the cancellation of unclaimed warrants over one year old in the Auditor's Office.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve the Board of Supervisors minutes for June 17, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve claims paid through June 30, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

There were no Board Appointments.

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

YEA: CUPPLES, NEARMYER, TALSMA

The Board reviewed a draft resolution from Mike Frietsch on the closure and removal of a bridge in Jasper County. This would lay out how and why the County would be closing any future bridges going forward. The Board has a few policies they would like to implement before the policy manual is approved. Time theft, swing or flex time hours, and outside jobs conflicting with regular County hours worked would all be potential policies the Board would like to implement. The Board spoke with Conservation on maintaining the bike trails and proper weed control. If it is not properly maintained, they would like to allow the landowners to maintain them.

Motion by Talsma, seconded by Nearmyer to adjourn the Tuesday, June 24, 2025, meeting of the Jasper County Board of Supervisors.

YEA: NEARMYER & TALSMA

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Jenna Jennings, Auditor

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Brandon Talsma, Chairman