



# BOARD OF SUPERVISORS

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

Thad Nearmyer

Doug Cupples

Brandon Talsma

**November 18, 2025**

9:30 a.m.

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

Live Stream: <https://vimeo.com/event/5521026/4ec7ae74bc>

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

## Pledge of Allegiance

### Item 1 Jasper County Opioid Settlement Committee

- a) Capstone Behavioral Health
- b) Clearview Recovery
- c) Sheepgate
- d) The Way

### Item 2 Public Hearing 1<sup>st</sup> Reading – Community Development – Kevin Luetters

- a) Kendall & Natalie Moorman Requesting a Rezone for Parcel #02.15.300.017 from Agricultural (A) to Rural Residential (RR1)  
Parcel G of Parcel D of Parcel C of the North 25 acres of the Northwest Quarter of the Southwest Quarter of Section 15, Township 81 North, Range 20 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in plat recorded at File 2023-00003966 in the office of the Recorder of said County

### Item 3 Public Hearing 1<sup>st</sup> Reading – Community Development – Kevin Luetters

- a) Brian Broderick requesting a Rezone for Parcel #02.15.300.016 from Agricultural (A) to Rural Residential (RR1)  
Parcel C of part of the Northwest Quarter of the Southwest quarter of Section Fifteen, Township Eighty-one North, Range Twenty West of the Fifth P.M., Jasper County, Iowa, as appears in plat of recorded in 2021-00007139 in the Office of the Recorder of said County

### Item 4 Public Hearing 1<sup>st</sup> Reading – Community Development – Kevin Luetters

- a) Nathan & Stephanie Van Maanen requesting a Rezone for Parcel #14.08.300.010 from Agricultural (A) to Rural Residential (RR1)  
Lot A of the Southwest Quarter of Section Eight, Township Seventy-nine North, Range Eighteen West of the Fifth P.M., Jasper County, Iowa, as appears in Plat Book B, page 89 in the Office of the Recorder of said County, AND the South 5 acres of Lot Six, Subdivision of the Southeast Quarter of the Northwest Quarter of Section Eight, Township Seventy-nine North, Range Eighteen West of the Fifth P.M., Jasper County, Iowa, as appears in Plat Book B page 88 in the Office of the Recorder of said County EXCEPT Parcels D & E as shown in Plat of Survey recorded in Instrument Number 2025-01247

**Continue to Page 2**



# BOARD OF SUPERVISORS

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

## Page 2

- Item 5 Public Hearing 1<sup>st</sup> Reading – Community Development – Kevin Luetters**  
a) Marcus & Cheryl Fricke requesting a Rezone for Parcel #02.07.376.001 from Agricultural (A) to Rural Residential Large Lot (RR5)  
Lot 1 in FINAL PLAT – THE OAKS SUBDIVISION in the Southeast Quarter of Section 7, Township 81 North, Range 20 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in plat recorded in plat cabinet A, page 729 in the office of the Recorder of said County
- Item 6 Public Hearing 1<sup>st</sup> Reading – Community Development – Kevin Luetters**  
a) Changed to the Jasper County Zoning Ordinance #04F (will change to #04G)
- Item 7 Senior Nutrition – Kelli Van Manen**  
a) Approval of Contract with Mercy One for Thanksgiving and Christmas Meals
- Item 8 Conservation – Keri Van Zante**  
a) Hiring Resolution for Naturalist/Administrative Assistant – Elizabeth Ventling
- Item 9 Proposal for the Surveying and Platting in Newburg – Craig Johnstone, PLS, PE**
- Item 10 Public Hearing – Engineer – Mike Frietsch**  
a) Closure and Removal of Bridge on N 95<sup>th</sup> Ave W Over Indian Creek
- Item 11 Engineer – Mike Frietsch**  
a) Approve Revised Iowa DOT Section 130 Crossing Closure Incentive Agreement Closure of the S 28<sup>th</sup> Ave W Iowa Interstate Railroad Crossing West of Colfax  
b) Approve Funding Agreement for Project STP-S-C050(152)—5E-50 for the T-38 N HMA Pavement with Full Depth Reclamation from I-80 W North 1.7 miles to US 6 East Project
- Item 12 Approval of Claims paid through November 18, 2025**
- Item 13 Approval of Board of Supervisors Minutes from November 11, 2025**
- Item 14 Approval of Minutes for the Canvass of the City/School Election**
- Item 15 Board Appointments**

## PUBLIC INPUT & COMMENTS

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### After the Regular Meeting

#### Work Session

- |   |                        |
|---|------------------------|
| 1) Finalize Farm-to-Market system Revisions | 2) Engineer's Report   |
| 3) Sheriffs Office Capitol Projects         | 4) IT Department Items |



Re: Opioid Settlement Funds, Fourth Round Applications

Date: November 11, 2025

To: Jasper County Board of Supervisors

The Opioid Settlement Committee met today and is recommending to the Jasper County Board of Supervisors to fund the following organizations with Jasper County Opioid Settlement Funds:

- Capstone Behavioral Health: Justice-involved substance treatment - \$70,000
- Capstone Behavioral Health: New Intensive Outpatient Substance Treatment Program - \$150,000
- Clearview Recovery: infrastructure project, sewer - \$45,987
- Sheepgate: Toward building - \$25,000
- The Way, New Celebrate Recovery Program- \$3,478

The Opioid Settlement Committee would like to be on the Board of Supervisors' agenda on **November 18, 2025**.

Thank you,

Jasper County Opioid Settlement Committee



## Rezone Request

R-2025-008

**Kendall & Natalie Moorman request that the property described as:**

Parcel G of Parcel D of Parcel C of the North 25 acres of the Northwest Quarter of the Southwest Quarter of Section 15, Township 81 North, Range 20 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in plat recorded at File 2023-00003966 in the office of the Recorder of said County,

**Be rezoned to Rural Residential "RR1"**

**We, the Jasper County Board of Supervisors, do approve the rezoning of the requested property and therefore do amend the Jasper County Zoning Map to reflect the change requested in the above petition.**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Print \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Auditor**

Print \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Chairperson**



## 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-2025-008**

Kendall & Natalie Moorman requests that the following described parcel be rezoned from Agricultural "A" to Rural Residential "RR1" to comply with Jasper County Ordinance #04F.

Parcel # 0215300017

Print Kendall Moorman Signature Kendall Moorman Date 10-8-2025

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Jasper County Zoning Commission recommends that this rezoning request be ~~not be~~ granted.  
4 Aye 0 Nay

Print Ross Baxter Signature [Signature] Date 10/29/2025  
Chairperson Jasper County Zoning Commission

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### State of Iowa, Jasper County

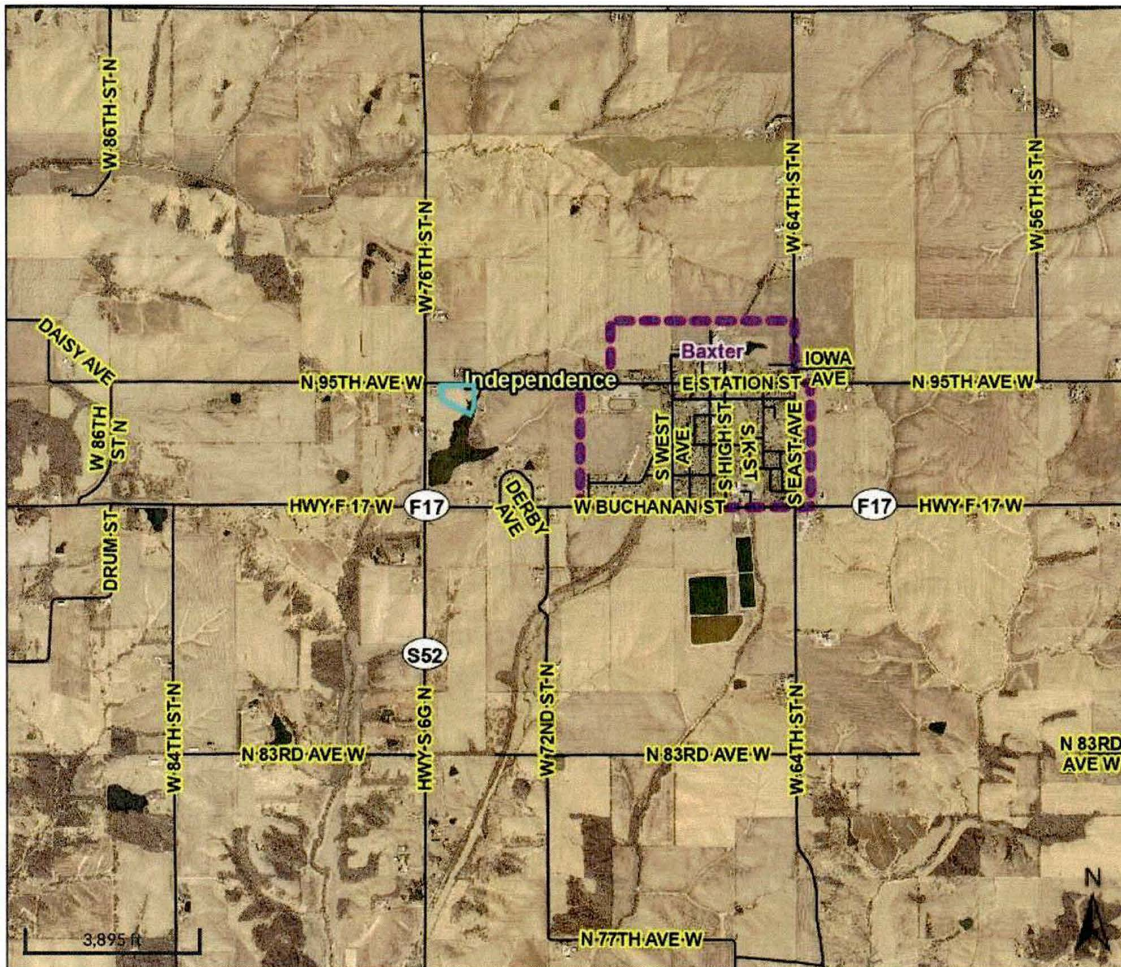
On this 29 day of October, before me Brett Jennings, a Notary Public in and for the State of Iowa, appeared Ross Baxter to me personally known to be the chairperson of the Jasper County Zoning Commission and that said Rezoning Request was signed by him/her on behalf of said Jasper County Zoning Commission. Witness my hand and Notary Seal the day and year above written.

[Signature]  
Notary in and for the State of Iowa





# Jasper County, IA



## Overview



## Legend

### Parcels

- Parcel
- BLL
- Condo
- Corporate Limits
- Roads

Parcel ID	0215300017	Alternate ID	n/a	Owner Address	MOORMAN, KENDALL
Sec/Twp/Rng	15-81-20	Class	R		7181 HWY F-17 W
Property Address	7445 N 95TH AVE W	Acreage	7.6		BAXTER, IA 50028
	BAXTER				
District	IDBX7				
Brief Tax Description	SECTION:15 TOWNSHIP:81 RANGE:20PARCEL G PT PARCEL D OF PARCEL C OF N 25 ACRES NW SW				
	(Note: Not to be used on legal documents)				

## Jasper County Data Disclaimer

### Please Read Carefully

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## Rezone Request

R-2025-009

**Brian Broderick requests that the property described as:**

Parcel C of part of the Northwest Quarter of the Southwest quarter of Section Fifteen, Township Eighty-one North, Range Twenty West of the Fifth P.M., Jasper County, Iowa, as appears in plat of recorded in 2021-00007139 in the Office of the Recorder of said County.

**Be rezoned to Rural Residential "RR1"**

**We, the Jasper County Board of Supervisors, do approve the rezoning of the requested property and therefore do amend the Jasper County Zoning Map to reflect the change requested in the above petition.**

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2025

Print \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Auditor

Print \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Chairperson



## 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-2025-009**

Brian Broderick requests that the following described parcel be rezoned from Agricultural "A" to Rural Residential "RR1" to comply with Jasper County Ordinance #04F.

Parcel # 0215300016

Print Brian Broderick Signature [Signature] Date 10/8/2025

Jasper County Zoning Commission recommends that this rezoning request be ~~not be~~ granted.  
4 Aye 0 Nay

Print Ross Baxter Signature [Signature] Date 10/29/2025  
Chairperson Jasper County Zoning Commission

### State of Iowa, Jasper County

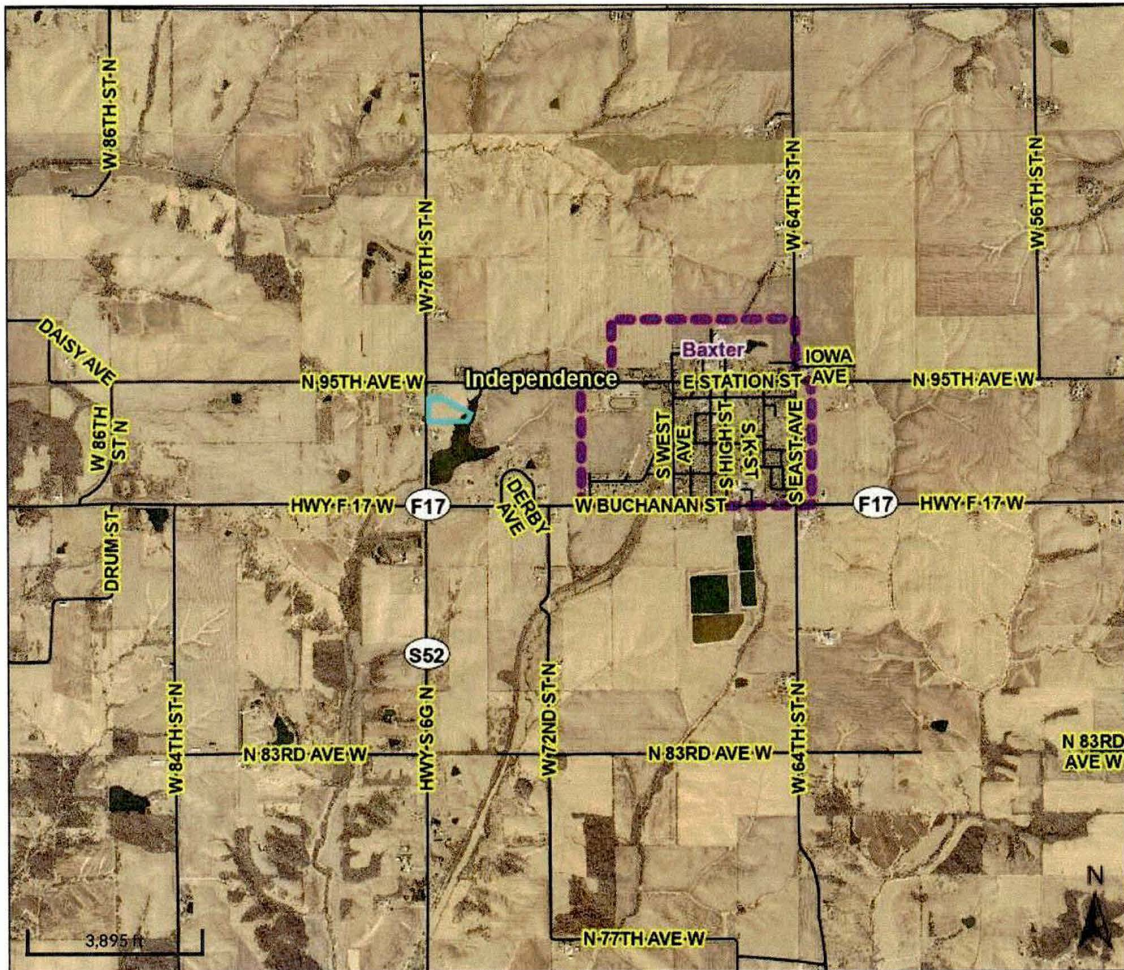
On this 29 day of October, before me Brett Jennings, a Notary Public in and for the State of Iowa, appeared Ross Baxter to me personally known to be the chairperson of the Jasper County Zoning Commission and that said Rezoning Request was signed by him/her on behalf of said Jasper County Zoning Commission. Witness my hand and Notary Seal the day and year above written.

[Signature]  
Notary in and for the State of Iowa





# Jasper County, IA



## Overview



## Legend

### Parcels

- Parcel
- BLL
- Condo
- Corporate Limits
- Roads

Parcel ID	0215300016	Alternate ID	n/a	Owner Address	BRODERICK, BRIAN
Sec/Twp/Rng	15-81-20	Class	R		7405 N 95TH AVE W
Property Address		Acreage	7.89		BAXTER, IA 50028
District	IDBX7				
Brief Tax Description	SECTION:15 TOWNSHIP:81 RANGE:20PARCEL D OF PARCEL C OF N 25 ACRES NW SW EX PARCELS F & G (Note: Not to be used on legal documents)				

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## Rezone Request

R-2025-010

**Nathan & Stephanie Van Maanen request that the property described as:**

Lot A of the Southwest Quarter of Section Eight, Township Seventy-nine North, Range Eighteen West of the Fifth P.M., Jasper County, Iowa, as appears in Plat Book B, page 89 in the Office of the Recorder of said County, AND The South 5 acres of Lot Six, Subdivision of the Southeast Quarter of the Northwest Quarter of Section Eight, Township Seventy-nine North, Range Eighteen West of the Fifth P.M., Jasper County, Iowa, as appears in Plat Book B page 88 in the Office of the Recorder of said County EXCEPT Parcels D & E as Shown in Plat of Survey recorded in Instrument Number 2025-01247

**Be rezoned to Rural Residential "RR1"**

**We, the Jasper County Board of Supervisors, do approve the rezoning of the requested property and therefore do amend the Jasper County Zoning Map to reflect the change requested in the above petition.**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Print \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Auditor**

Print \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Chairperson**



## 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-2025-010

Nathan & Stephanie Vanmaanen requests that a propose 4.33-acre parcel located inside parcel# 14.08.300.010 be rezoned from Agricultural "A" to Rural Residential "RR1" to comply with Jasper County Ordinance #04F.

Print Nathan Van Maanen

Signature 

Date 10/09/2025

Jasper County Zoning Commission recommends that this rezoning request be not be granted.

4 Aye

0 Nay

Print Ross Bayler

Signature 

Date 10/29/2025

Chairperson Jasper County Zoning Commission

### State of Iowa, Jasper County

On this 29 day of October, before me Brett Jennings, a Notary Public in and for the State of Iowa, appeared Ross Bayler to me personally known to be the chairperson of the Jasper County Zoning Commission and that said Rezoning Request was signed by him/her on behalf of said Jasper County Zoning Commission. Witness my hand and Notary Seal the day and year above written.

  
Notary in and for the State of Iowa





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**Rezone Request**  
R-2025-011

**Marcus & Cheryl Fricke request that the property described as:**

Lot 1 in FINAL PLAT – THE OAKS SUBDIVISION in the Southeast Quarter of the Southwest Quarter of Section 7, Township 81 North, Range 20 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in plat recorded in Plat Cabinet A, Page 729 in the office of the Recorder of said County.

**Be rezoned to Rural Residential Large Lot “RR5”**

**We, the Jasper County Board of Supervisors, do approve the rezoning of the requested property and therefore do amend the Jasper County Zoning Map to reflect the change requested in the above petition.**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Print \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Auditor**

Print \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Chairperson**





## 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-2025-011**

Marcus and Cheryl Fricke requests that the following described parcel be rezoned from Agricultural "A" to Rural Residential Large Lot "RR5" to comply with Jasper County Ordinance #04F.

PARCEL # 02.07.376.001

Print Marcus Fricke Signature [Signature] Date 10-24-25

Jasper County Zoning Commission recommends that this rezoning request ~~be~~ not be granted.

Y Aye O Nay

Print Ross Baxter Signature [Signature] Date 10/29/2025  
Chairperson Jasper County Zoning Commission

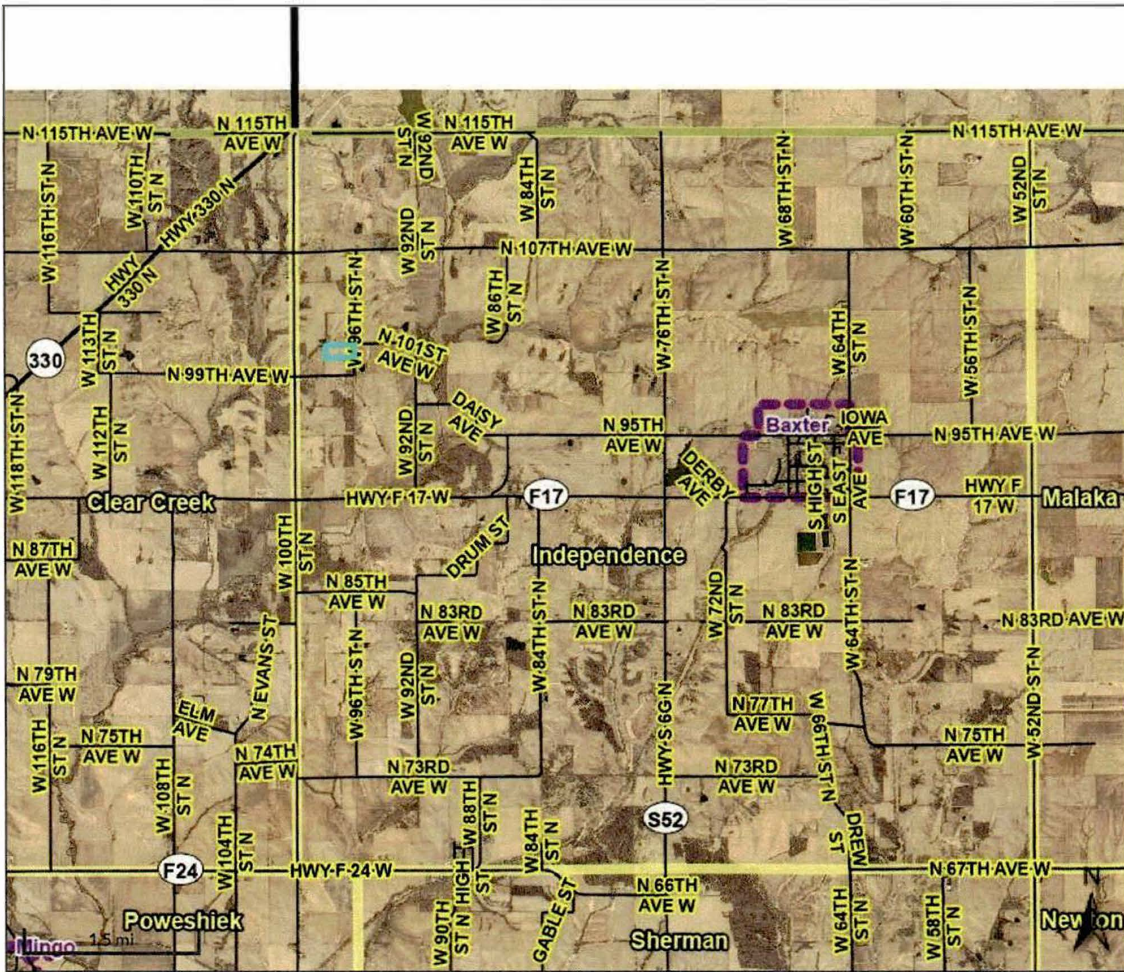
### State of Iowa, Jasper County

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[Signature]  
Notary in and for the State of Iowa



# Jasper County, IA



## Overview



## Legend

- Corporate Limits
- Roads

Parcel ID 0207376001 Alternate ID n/a Owner Address FRICKE, MARCUS P & CHERYL A JOINT REV TRUST  
Sec/Twp/Rng 7-81-20 Class A 1120 WESTVIEW DR  
Property Address Acreage 16.0 HUXLEY, IA 50124  
District IDBX7  
Brief Tax Description THE OAKSSECTION:7 TOWNSHIP:81 RANGE:20 81LOT 1  
(Note: Not to be used on legal documents)

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**JASPER COUNTY, IOWA**

**BEFORE THE BOARD OF SUPERVISORS**

JASPER COUNTY ZONING ORDINANCE

ORDINANCE #~~04F~~ 04G

AN ORDINANCE OF JASPER COUNTY, REGULATING AND RESTRICTING THE LOCATION AND USE OF BUILDINGS, STRUCTURES AND LAND FOR TRADE, INDUSTRY, RESIDENCES AND OTHER USES; TO PROVIDE FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES; AND TO PROVIDE PENALTIES FOR VIOLATIONS, AND FOR THE REPEAL OF THE EXISTING JASPER COUNTY ZONING ORDINANCE #04E IN ITS ENTIRETY AND REPLACING IN LIEU THEREOF THE FOLLOWING:



## **ARTICLE 5 - "A" - AGRICULTURAL DISTRICTS**

5.1 STATEMENT OF INTENT - The "A" District is intended and designed to provide for the agricultural community and protect the most productive agricultural land from encroachment of urban land uses. No agricultural land shall be converted to any other use unless the property owners grant a perpetual "Agricultural Tolerance Easement" approved by the Zoning Administrator. The maximum residential density allowed in the "A" District is two (2) single family detached dwellings per quarter-quarter (1/4-1/4) section.

### **5.2 PERMITTED PRINCIPAL USES**

5.2.1 Agricultural uses, including but not limited to: crop production, livestock production, commercial horticultural production (truck gardens, nurseries, sod farms, green houses, orchards), farmhouses, and farm buildings.

5.2.2 Essential services

5.2.3 Cemeteries, including mausoleums

5.2.4 Churches, chapels, or parish houses. Site Plan approval required.

5.2.5 Public or private schools without dormitories. Site Plan approval required.

5.2.6 One (1) single family detached dwelling per quarter-quarter (1/4-1/4) section. A maximum of two (2) single family detached dwellings per quarter-quarter (1/4-1/4) section, when the following requirements are met.

5.2.6.1 The average CSR of the remaining portion of the quarter-quarter (1/4-1/4) section from which the property is taken must remain the same or increase.

5.2.6.2 Property described by a recorded Plat of Survey.

5.2.6.3 Approved sewage disposal system.

5.2.6.4 Approved access onto a county or state road

5.2.6.5 Must grant an agricultural tolerance easement.

5.2.6.6 Minimum size of ten (10) net acres

Exceptions: With approval from the Director of Jasper County Community Development, parcels with existing dwellings that have not been vacant for more than 1 year can have the lot size reduced to a minimum of two (2) acres if the remainder of the parcel exceeds ten (10) acres. Any structure required by a Utility Service which is defined by the Jasper County Zoning Ordinance can have the lot size reduced. Lots reduced for a utilities structure must have the design and size approved by the Zoning Administrator. Parcels cannot be irregularly shaped and must be large enough in area so all functions can be performed including but not limited to maintenance, decommissioning and or repairs.

### 5.3 PERMITTED ACCESSORY USES

5.3.1 Use of land and structures customarily incidental and subordinate to a principal use.

5.3.2 Roadside stands offering for sale only products grown on the premises from any of the above permitted uses. Such stands shall be removed during any season or period when they are not being used for the sale of the forementioned goods.

### 5.4 SIGNS PERMITTED IN THE "A" DISTRICT

5.4.1 Real estate signs of a temporary nature, not exceeding two (2) in number per lot, nor larger than twelve (12) square feet set back five (5) feet from the right-of-way of any highway, street or road.

5.4.2 Signs not exceeding four (4) square feet in area, indicating the type of plant being grown or the type of fertilizer being used for crop production.

5.4.3 Signs accessory to roadside stands selling farm produce shall be limited to two (2) signs per roadside stand with no sign being larger than ten (10) square feet in area and set back at least ten (10) feet from the right-of-way of a street, highway, or road. Signs will be temporary and shall be removed when the roadside stand is not in use.

5.4.4 Announcement signs, not over thirty-two (32) square feet in area set back at least twenty (20) feet from the right-of-way, may be erected on-site of a permitted principal use except residential.

### 5.5 CONDITIONAL USES WHEN PERMITTED BY THE ZONING ADMINISTRATOR

5.5.1 Agricultural support businesses such as veterinary clinics, grain elevators, seed and livestock feed dealers, fertilizer and agricultural chemical sales, and distribution facilities. All such agricultural support businesses must have direct access to hard surfaced roads and comply with the "C" District regulations.

5.5.2 Industrial uses that process and/or add value to agricultural commodities, such as bio-diesel plant, ethanol plant, seed research facilities, cereal makers, etc.... All such industrial uses must have direct access to hard surfaced roads, have a site plan and environmental impact statement approved by the Zoning Administrator, and comply with "I" District regulations.

5.5.3 Accessory Dwelling

5.5.4 Home Occupation

5.5.5 Home Business

5.5.6 Public parks, playgrounds, and community centers; and similar recreation uses provided that any building in connection therewith shall be located not less than two hundred (200) feet from any lot line.

5.5.7 Campgrounds

5.5.8 Individual Wind Energy Conversion Systems

5.5.9 Commercial Wind Energy Conversion Systems with Jasper County Board of Supervisors approval.



5.5.10 Sanitary landfills, in accordance with county and state regulations, except that no sanitary landfill shall be operated within two hundred (200) feet of any "R" District or residential dwelling.

5.5.11 Airports and landing fields

5.5.12 Gravel pits, mines, and stone quarries, when no area of any such use is located within twelve hundred (1200) feet of any "R" District or residential dwelling.

5.5.13 Outdoor shooting ranges when no area of any such use is located within twelve hundred (1200) feet of any "R" District or residential dwelling, and which premises are suitable for such use, for reason, among others, of topography, screening by trees or other features, and in consideration of the present and potential use of adjacent properties.

5.5.14 Adult Entertainment Businesses

## 5.6 PROHIBITED USES

5.6.1 Junkyards

## 5.7 AREA, HEIGHT, AND YARD REQUIREMENTS

	Minimum Lot Area	Front Yard Along State and Federal Roads	Front Yard Along All Other Roads	Side Yard	Rear Yard	Maximum Side Wall Height
Principal Structure <sup>1</sup>	10 Net Acres	80'	60'	30'	50'	24'
Accessory Structures <sup>2</sup>				10'	10'	14'

<sup>1</sup> One additional foot shall be added to every yard for each additional foot of height.

<sup>2</sup> One additional foot shall be added to the side and rear yard for each additional foot of height.

This ordinance shall be in full force and effect December 15th, 2025, after its final passage, approval and publication as provided by law. All previous zoning ordinances are considered null and void.

Passed and approved on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ following three readings  
(or due to waiver thereof in the manner allowed by law).

First Reading Passed: \_\_\_\_\_  
Second Reading Passed: \_\_\_\_\_  
Third Reading Passed: \_\_\_\_\_  
Approved: \_\_\_\_\_  
Published: \_\_\_\_\_  
Published: \_\_\_\_\_  
Published: \_\_\_\_\_

\_\_\_\_\_  
Brandon Talsma, Chairman  
Jasper County Board of Supervisors

Attest:

\_\_\_\_\_  
Jenna Jennings, Auditor

## **AGREEMENT FOR PROVISION OF FOOD SERVICES BETWEEN JASPER COUNTY, IOWA AND MERCYONE NEWTON MEDICAL CENTER**

*THIS AGREEMENT* is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Jasper County, Iowa, doing business under its "Jasper County Senior Nutrition Program" and acting by and through its Board of Supervisors (hereinafter referred to as "Contractor") and MercyOne Newton Medical Center, Newton, Iowa, (hereinafter referred to as the "Sub-Contractor"), and *PROVIDES AS FOLLOWS*:

### **1. NATURE AND DURATION OF AGREEMENT:**

This agreement creates no new entity and shall be effective from the 18th day of November, 2025 to the last day of June, 2025. Sub-Contractor and all employees and agents of Sub-Contractor are wholly independent of Contractor, and nothing contained within this Agreement is intended to cause Sub-Contractor or any of its employees or agents to become employees or agents of Contractor for any purpose.

### **2. LICENSING REQUIREMENTS, MEAL PREPARATION AND DELIVERY:**

The Sub-Contractor shall be licensed by the Iowa Department of Inspections and Appeals, and shall comply with state restaurant license laws and regulations pertaining to food handling and preparation.

The Sub-Contractor will prepare meals for the Home Delivered Meals aspects of the program on the holidays of Thanksgiving Day and Christmas Day.

The Sub-Contractor shall provide the Contractor with menus of meals prepared for the home delivered meals program. Meals program shall be subject to approval of the program director and shall comply with the food pattern listed below:

Meat or meat alternative – 3 oz. of cooked edible portions of beef, pork, fish, fowl, luncheon meats, eggs or cheese

Two Vegetables and One Fruit group – two 1/2 cup servings (dessert should not be counted toward this).

Three servings of bread or bread alternative.

Butter or Margarine

One Milk / Alternative

Dessert – one 1/2 cup serving of dessert

Modified diets may be provided by the Sub-Contractor upon request by the Contractor and standard meals shall be modified if required by any changes of any state or federal agency rule or grant funding requirement. The Contractor shall be responsible for delivery of meals via its "Senior Nutrition Program" endeavors.

3. ACCESS:

Employees of the Contractor, and other qualified representatives shall have access to the facility at such time as is needed to perform their job responsibilities and to ensure full compliance with this Agreement by the Sub-Contractor.

4. CLIENT CERTIFICATION AND RECORDS:

The Contractor, through its Senior Nutrition Program Director, shall be responsible for certification of eligible recipients of Home Delivered Meals and delivery of said meals. Requests for service shall be referred to the Contractor. The Contractor will notify the Sub-Contractor, in advance, of additions or deletions to the number of meals to be prepared. Information necessary for the successful operation of the program shall be exchanged by both parties. The Sub-Contractor shall maintain a monthly record of meals served to each recipient and submit such records to the Contractor, c/o Jasper County Senior Nutrition Program, 2401 First Avenue East, Newton, Iowa, 50208, no later than the 5<sup>th</sup> day of the following month. The Contractor may provide the Sub-Contractor with any forms needed by Contractor record keeping and, if so, Sub-Contractor agrees to promptly and accurately complete and return such forms concurrent with any billing for Sub-Contractor's services provided hereunder.

5. BILLING:

The Sub-Contractor shall submit monthly statements for payment, detailing the number of meals served and cost per meal. Any additional charges shall be itemized in the statement. Statements shall be submitted to the Contractor no later than the last day of the month.

The Sub-Contractor shall provide suitable meals at the rate of \$8.00 each shall apply for those meals prepared on Thanksgiving Day and Christmas Day (even if Christmas Day were to fall on a Saturday or Sunday).

6. LIABILITY:

The Contractor shall carry primary insurance for personal injury and personal liability and secondary insurance for product liability. The Sub-Contractor, and its employees and representatives, shall be held harmless from claims and actions against the nutrition program for personal injury and personal liability caused by any employee or representative of Contractor acting within the scope of his or her employment. The Sub-Contractor shall indemnify through insurance policies and hold harmless Contractor, and its employees and representatives, from any act or omission on the part of the Sub-Contractor, or its employees or representatives, causing harm or injury to any third person in relation to any matters involved under this Agreement. The Sub-Contractor shall cooperate to promptly supply the Contractor's program director with copies of the required policy or policies of insurance.

7. NON-DISCRIMINATION:

All parties to this agreement shall comply with the Civil Rights Act of 1964 (P.L. 880352) and all requirements imposed by or pursuant thereto, the Rehabilitation Act of 1965, Section 504, and all other applicable Federal, State and local laws, rules and regulations. In accordance therewith, no person shall be discriminated against, excluded from participation, be denied benefits, or be otherwise subjected to discrimination on the grounds of race, creed, color, sex, age, national origin, or handicap.

8. ASSIGNMENT OF DUTIES AND RESPONSIBILITIES BY SUB-CONTRACTOR:

No assignment or transfer of this agreement or any of the duties imposed hereunder may be made in whole or part without the written consent of the Contractor following public hearing and passage of appropriate resolution.

9. MODIFICATIONS, TERMINATION FOR CONVENIENCE:

No variation or modification of this agreement, and no waiver of its provisions, shall be valid unless in writing and signed by duly authorized officers of both Contractor and Sub-Contractor. Both parties may, at any time during the life of this agreement or any extension thereof, terminate this agreement upon thirty (30) days written notice of intention to do so, except that Contractor may terminate this agreement immediately and without recourse if based upon probable cause of any breach of this agreement or any violation of applicable laws, rules or regulations on the part of the Sub-Contractor.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be signed by their duly authorized officers/representatives.

**JASPER COUNTY, IOWA:**

**MERCYONE NEWTON MEDICAL CENTER:**

\_\_\_\_\_  
Brandon Talsma, Chairperson,  
Jasper County Board of Supervisors

\_\_\_\_\_  
Executive Director

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



Resolution 25-

WHEREAS a posting vacancy has been approved for appointment by the Jasper County Conservation Board.

NOW, AND THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies the following appointment to the Auditor for payroll implementation:

DEPARTMENT	POSITION	EMPLOYEE	PAY RATE	RANGE/STEP	EFFECTIVE DATE
Conservation	Naturalist/Administrative Assistant	Elizabeth Ventling	\$23.98/hr.	Admin Asst Step 3A	12/15/25

Resolution adopted this 18th day of November 2025

\_\_\_\_\_  
Brandon Talsma, Chairman

Attest:

\_\_\_\_\_  
Jenna Jennings, Auditor

Elizabeth Ventling

RECORDED IN BOARD OF SUPERVISORS MINUTES  
BOOK 22      NOVEMBER 18, 2025      PAGE \_\_\_\_\_

# **ohnstone Associates**

## **Civil Engineering Land Surveying**

11 November 2025

### PROPOSAL FOR PROFESSIONAL SERVICES

## **Right-of-Way Vacation and Transfer Survey**





Newcomer Avenue between Block 1 and  
Block 10, The Alley East of Block 1 and  
Newcomer Avenue, Original Plat,  
Unincorporated Village of Newburg,  
24-81-17, Jasper County, Iowa

Jasper County Board of Supervisors  
101 1st St N #203  
Newton, IA 50208

Dear Board Members:

I have done preliminary research in the County Courthouse Records to help me determine the extent of work that will be necessary to complete your survey.

Based on my findings, Johnstone & Associates will complete a Right-of-Way Vacation and Transfer Survey of the land referenced above into 4 Parcels as shown on the attached exhibit for a guaranteed fee of \$1.00 in gratitude for the Training and Mentoring I received starting 59 Years ago while working for the Jasper County Highway Department. This price includes the scope of work outlined below:

-  **Research** Johnstone & Associates will research and review legal documents (i.e., deeds, plats) as deemed necessary by a Professional Land Surveyor.
-  **Field Work** Our survey crew will complete the necessary field work finding or setting your property corner monuments for the four aforementioned Parcels and finding or setting the associated supporting monumentation required by Iowa law.
-  **Right-of-Way Vacation and Transfer Plat of Survey** When the field work is complete, the data gathered by the survey crew will be downloaded into the computer. We will use this data, along with the research information and field notes, to design the *Right-of-Way Vacation and Transfer Plat of Survey*.
-  **Official Recording** We will forward the *Plat of Survey*, signed and sealed by a Professional Land Surveyor, to the County Recorder's Office.

We reserve the right to cancel this agreement with no financial liability to you if unforeseen conditions arise preventing the completion of the project as defined, you have the right to terminate this contract in writing before completion and are only financially liable for the work performed up to the time of termination. Johnstone & Associates, Inc. has the right to rely on information provided by the client. Ownership of the documents produced as a result of this project remain with Johnstone & Associates, Inc.

If the terms of this Proposal for Professional Services Agreement are acceptable, please return one signed Agreement as *Authorization to Proceed*. Work will begin within 2 weeks of receipt of the signed Proposal

We appreciate the opportunity to prepare this proposal for you. Please call me if you have questions.

Sincerely,

JOHNSTONE & ASSOCIATES



Craig R. Johnstone, P.L.S., P.E.  
President

Attachment:

---

### **Right-of-Way Vacation and Transfer Survey**

The undersigned agrees that the proposed fee, description of work, schedule, and terms are satisfactory and hereby authorize Johnstone & Associates, Inc. to perform the survey described, and further acknowledge that they have entered into this agreement of their own free will.

## **Authorization to Proceed**

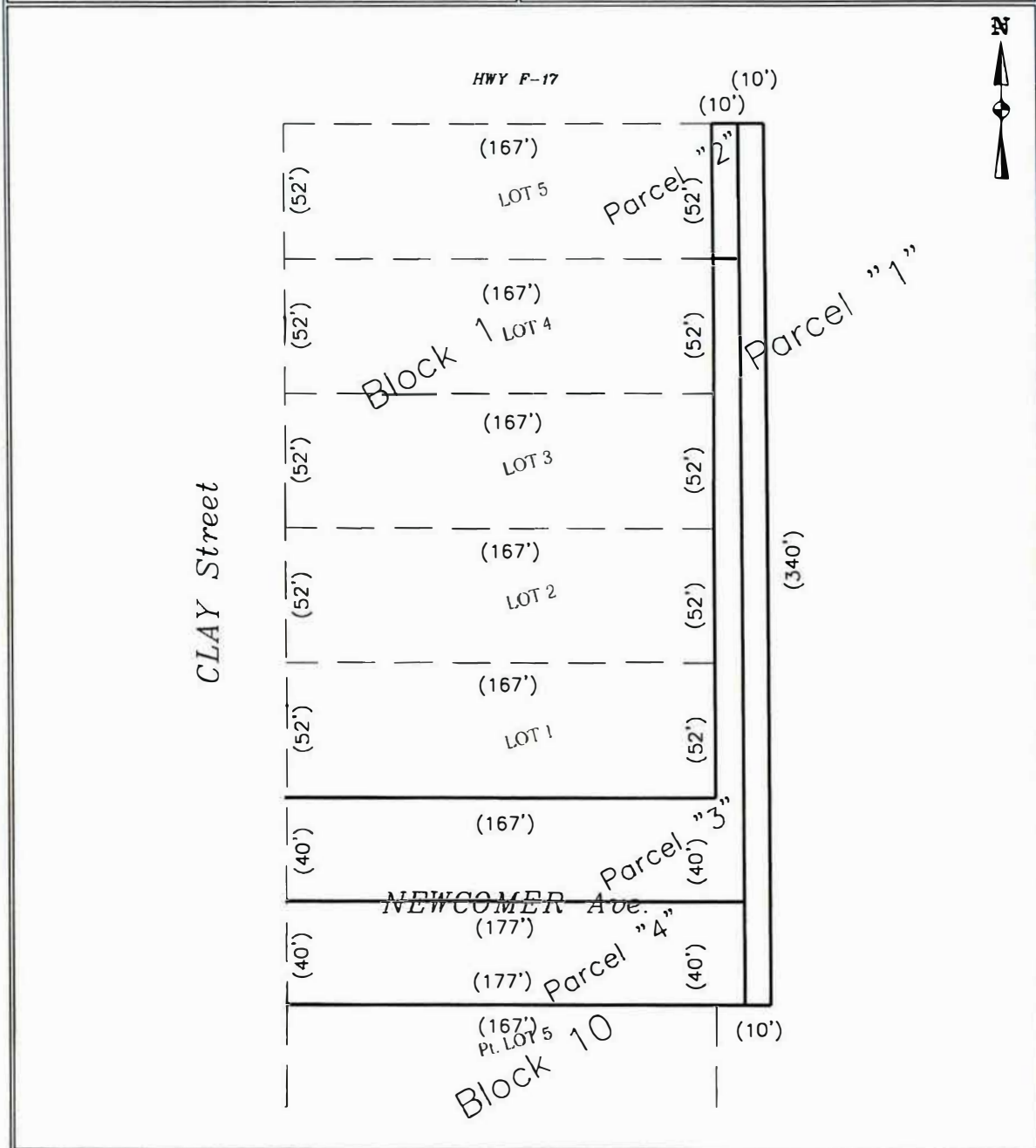
\_\_\_\_\_  
Authorization Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest Signature

\_\_\_\_\_  
Date

<b><u>Index Legend:</u></b>	
County: Jasper, Poweshiek, Tama	
Sections: xx/Township: xx North/	
Range: xx West of 5th P.M.	
Aliquot Part: xx $\frac{1}{4}$ , xx $\frac{1}{4}$	
City:	
Addition:	
Owner of Record: xxx	
Survey Requested By: xxx	
Professional Land Surveyor: Craig R. Johnstone PLS #10039	
Prepared by & Return to: <b>Johnstone &amp; Associates,</b>	
991 390th Avenue	
Grinnell, Iowa 50112-8009	
Phone: (641) 787-9800	



Field Work Completed: X Month 2025		X SURVEY Parcel X in XX $\frac{1}{4}$ , XX $\frac{1}{4}$ , XX-XX-XX X County, Iowa		 Scale: 1" = 50'	
Project Number: 2X-XXX		 <b>Johnstone &amp; Associates</b> Civil Engineering Land Surveying 991 390th Avenue Grinnell, IA 50112-8009 Phone: (641) 787-9800 www.johnstoneandassociates.biz		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 under the laws of the State of Iowa.  Craig R. Johnstone, P.L.S. Iowa License Number: 10039 My License Renewal Date is: 31 Dec. 2026 This Certification Covers this Sheet Only.	
Date: XX Mon 2025					
Drafted By: CRJ					
F.S. Reference: 15/XX					
Sheet Number: 1					



Modal Transportation Bureau  
800 Lincoln Way, Ames, IA 50010

**State of Iowa Section 130  
Crossing Closure  
Incentive Agreement**

**Railroad Crossing Location Information**

County: Jasper 607896J 336.99  
FRA No. / Milepost

Location: S 28<sup>th</sup> Avenue W N/A  
Street Name City Name

RRP-RR00(257)8A-00  
Project

**Contact Information**

**Highway Authority Contact:** Michael Frietsch  
Office Phone No: (641)792-5862 Email Address: mfrietsch@jasperia.org

**Iowa DOT Program Manager:** Kristopher Klop  
Office Phone No: (515) 239-1108 Email Address: kristopher.klop@iowadot.us

**Iowa DOT Project Inspector:** Travis Tinken  
Office Phone No: (515) 290-5055 Email Address: travis.tinken@iowadot.us



## **SECTION 1. Contracting Parties**

This Agreement is between the State of Iowa acting by and through the Iowa Department of Transportation, hereafter called the STATE, and Jasper County, Iowa, hereafter called the HIGHWAY AUTHORITY.

IN CONSIDERATION OF the mutual promises contained herein the STATE and the HIGHWAY AUTHORITY agree as follows:

## **SECTION 2. Purpose of Agreement**

The STATE and the HIGHWAY AUTHORITY enter into this Agreement for the purpose of an incentive payment for the permanent closure of the S 28<sup>th</sup> Avenue W crossing of Iowa Interstate Railroad Company's tracks in rural Jasper County, Iowa.

The STATE agrees to secure funds under 23 USC Section 130 for the cost of the closure incentive payment if matched or exceeded by the Iowa Interstate Railroad Company. The STATE's sole purpose under this agreement is to administer the federal funds.

## **SECTION 3. HIGHWAY AUTHORITY Responsibility**

The HIGHWAY AUTHORITY shall close and maintain as closed the crossing of S 28th Avenue W identified as U.S.DOT/FRA number 607896J, and shall thereafter install and maintain the appropriate warning signs and SI-182 permanent road closure barricades. Warning signs and barricades shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F). The crossing closure shall be in accordance with 306.10 of the Code of Iowa. The HIGHWAY AUTHORITY shall remove the roadway and its surface to its right of way line. The HIGHWAY AUTHORITY shall provide the necessary documents to verify the permanent closure and street vacation.

## **SECTION 4.**

The HIGHWAY AUTHORITY shall notify the STATE's Contact Person no later than 14 days prior to the start of the closure project at the crossing. The HIGHWAY AUTHORITY shall also notify the STATE's contact person when the permanent closure work including the installation of barricades at the project location is completed.

## **SECTION 5. Contact Persons**

All notices required under this Agreement for this project shall be made to the respective Contact Persons listed on page 1 of this Agreement.

## **SECTION 6. Regulations Affecting this Agreement**

Regulations of the Federal Highway Administration apply to the project for funds appropriated under Federal Highway legislation, subject to all applicable STATE laws, rules, and regulations.

Specific reference is made to 23 USC Section 130, Iowa Code Section 306.10, and the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F); and any supplements or revisions to the Manual issued by the Federal Highway Administration.

#### **SECTION 7. Documentation of Railroad Incentive Payment**

The HIGHWAY AUTHORITY shall provide the necessary documents to verify the railroad owning the tracks on which the crossing is located has made an incentive payment to the HIGHWAY AUTHORITY for the permanent closure of the S 28th Avenue W rail-highway crossing.

#### **SECTION 8. Project Inspection**

The STATE shall have the right to inspect the crossing closure work at any time. After the permanent closure has been completed the HIGHWAY AUTHORITY shall notify the STATE and provide the date of completion. The STATE will arrange an inspection with the HIGHWAY AUTHORITY so it can determine whether the crossing closure complies with the terms of the Agreement. After the crossing closure has been completed and inspected, the HIGHWAY AUTHORITY shall deliver to the STATE a fully signed CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE OF AGREEMENT WORK FOR THE CLOSURE. The signed certificate shall mean the crossing closure has been satisfactorily completed and no further work is required.

#### **SECTION 9. Final Payment**

The HIGHWAY AUTHORITY shall be required to pay the initial closure costs. Upon completion of the crossing closure the HIGHWAY AUTHORITY shall submit a final bill to the STATE for the eligible amount of incentive payment. The amount of the incentive payment payable to the HIGHWAY AUTHORITY for the crossing closure shall not exceed the lesser of (1) \$100,000.00 or (2) the amount of incentive payment paid to the HIGHWAY AUTHORITY by the railroad.

The STATE may audit the HIGHWAY AUTHORITY records to determine the eligible amount of incentive payment. The HIGHWAY AUTHORITY shall reimburse the STATE for any justifiable exceptions.

All payments to the HIGHWAY AUTHORITY under this Agreement are contingent upon Federal funding. If Federal funds are not made available, the STATE shall not be responsible for any incentive payments.

#### **SECTION 10. Required Use of Funds by Highway Authority**

This agreement is contingent upon the HIGHWAY AUTHORITY receiving an incentive payment from the railroad owning the tracks on which the above-referenced railroad crossing is located.

The HIGHWAY AUTHORITY receiving an incentive payment from the STATE shall use the full amount of the railroad crossing closure incentive payment received through this agreement for transportation safety improvements, per 23 U.S.C. 130(i)(4)(B). The HIGHWAY AUTHORITY must comply with all federal transportation funding requirements stipulated within 42 U.S.C. 4321, 23 CFR subchapter H part 771, 23 U.S.C. Section 139 and 23 U.S.C. Chapter 1 Section 134.

**SECTION 11. Successors in Interest**

This Agreement is binding upon all successors and assigns.

**SECTION 12. No Prior Representation**

This Agreement constitutes the entire Agreement between the STATE and the HIGHWAY AUTHORITY concerning this crossing closure.

**SECTION 13. Effective Date**

This Agreement shall be effective upon the date of the STATE's execution.

**SECTION 14. Termination Due to Lack of Funds**

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, the STATE 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, legislator or governor fail in the sole opinion of the STATE to appropriate funds sufficient to allow the STATE 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 STATE to make any payment hereunder are insufficient or unavailable for any other reason as determined by the STATE in its sole discretion; or 3. If the STATE'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 STATE shall provide the HIGHWAY AUTHORITY with written notice of termination pursuant to this section.

**SECTION 15. Execution Clause**

This Agreement may be executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original, and shall constitute but one and the same instrument. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of any section, provision, or part thereof not found to be invalid or unconstitutional.

IN WITNESS WHEREOF the COMPANY and the STATE hereto have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the HIGHWAY AUTHORITY this

Jasper County, Iowa

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_

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

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

Executed by the STATE this

STATE OF IOWA

Iowa Department of Transportation

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_

Tamara Nicholson, PE  
Director - Modal Transportation Bureau



June 2025

**IOWA DEPARTMENT OF TRANSPORTATION  
Federal-aid Agreement  
for a Surface Transportation Block Grant Program Project**

RECIPIENT: Jasper County

Project No.: STP-S-C050(152)—5E-50

Iowa DOT Agreement No.: 1-25-STPS-039

CFDA No. and Title: 20.205 Highway Planning and Construction

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

The RECIPIENT has received Federal funding through the Surface Transportation Block Grant (STBG) Program. STBG funds are available for construction, reconstruction, rehabilitation, resurfacing, restoration and operational or safety improvement projects on Federal-aid highways, bridges (as defined by the National Bridge Inspection Standards) on any public road, and several other types of projects, as specified in 23 U.S.C. 133(b). Federal-aid highways include all Federal Functional Classifications, except for rural minor collectors or local roads.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the DEPARTMENT agrees to provide STBG funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, 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 STBG project:  
  
On T-38 North, from I 80 West, North 1.7 miles to US 6 East HMA Pavement - Full Depth Reclamation.
4. Eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. The RECIPIENT shall receive reimbursement for costs of authorized and approved eligible project activities from STBG funds. The portion of the project costs reimbursed by STBG funds shall be limited to a maximum of either 80 percent of eligible costs or the amount of \$500,000, as stipulated in the Central IA Region Transportation Planning Alliance current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.
7. The RECIPIENT shall pay for all project costs not reimbursed with STBG funds.
8. If the project described in Section 3 drops out of the Central IA Region Transportation Planning Alliance current TIP or the approved current STIP prior to obligation of Federal funds, and the RECIPIENT fails to



reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.

9. The RECIPIENT shall let the project for bids through the DEPARTMENT.
10. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
11. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
12. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

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

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**County Signature Block**

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

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County Auditor

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Chair, County Board of Supervisors

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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 Highway Funds on Non-primary Projects

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

#### 1. General Requirements

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

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

## **2. Programming and Federal Authorization**

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. The RECIPIENT must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous funding activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the RECIPIENT knows in advance that funding activity will not occur for nine months or more, the DEPARTMENT's Contract Administrator needs to be notified to determine if programming or authorization of funds can be adjusted or other options can be explored.
- c. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at [usaspending.gov](http://usaspending.gov).
- d. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

## **3. Design**

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

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

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location



approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions; 4.020, NEPA Process; 4.110 Threatened and Endangered Species; and 4.120, Cultural Resource Regulations.

- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.
- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. 4.130, 404 Permit Process; 4.140, Storm Water Permits; 4.150 Iowa DNR Floodplain Permits and Regulations; 4.190, Highway Improvements in the Vicinity of Airports or Heliports; and 4.160, Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

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

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. Acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way and I.M. 3.680, Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the 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, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
  - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.



- ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
- iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents in Doc Express.
- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in I.M. 5.120, Local Letting Process - Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with I.M. 3.710, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract execution.

## 7. Construction

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

## 8. Reimbursements

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly. 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.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable

and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

- d. Reimbursement claims shall be submitted on forms identified by the DEPARTMENT along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.
- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
  - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
  - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

## 9. Project Close-out

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

November 11, 2025

Tuesday, November 11, 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 adopt Resolution 25-145, approving and authorizing execution of a First Amendment to the Agreement for Private Development by and between Jasper County and Hilltop Estates, L.L.C.

YEA: CUPPLES, NEARMYER, TALSMA

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

Maintenance Director, Adam Sparks presented quotes for new access controls to the Administration Building. There were two quotes presented:

Protex Central, Inc.               \$7,089.66 (adding two doors to current system)

SCI Communications           \$19,422.61 (whole new system with room to add more doors)

Motion by Nearmyer, seconded by Cupples to approve the quote from SCI Communications in the amount of \$19,422.61 to add a whole new system to the Administration Building which will have more room to add doors in the future and will be the same system as the other County buildings.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve a quote from Mahaska Communications Group in the amount of \$376.95 for phone and internet services at the Jasper County Community Center building.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-146, approving the revised Jasper County Capital Asset Management 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 approve the Board of Supervisors minutes from November 4, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to re-appoint Kelley Zuidema, Rickie Bickle, Randall Rusk, and Steve Zuidema to the Cemetery Commission effective January 1, 2026, to December 31, 2028.

YEA: CUPPLES, NEARMYER, TALSMA

Calvin Dhondt from Kellogg Fire Department addressed the Board with concerns on responding to Iowa Street residents if there was a train stopped blocking the road. The Iowa Street residents also spoke about the train blocking the road in two separate incidents and both were reported to the Iowa Interstate Railroad.

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

YEA: CUPPLES, NEARMYER, TALSMA

Craig Johnstone spoke with the Board regarding the vacation of alleys lying along the East side of the original town of Newburg. Craig presented a new proposed plat of survey for the alley in question and would continue to finish the work and make the transfer of property for the sum of \$1.00. Craig would like to present the work order on November 18, 2025, agenda. Supervisor Cupples spoke about Iowa Street and the alternate funding streams he has been exploring. Planning for budgeting in the next year, borrowing over several years through LOST or Reserve Funds are a few examples Doug listed. Engineer, Mike Friesch addressed the timeline if they were to program a new bridge or road into the 5-year Road Program and construction season would not start until the summer of 2028.

Motion by Cupples, seconded by Nearmyer to adjourn the Tuesday, November 11, 2025, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, NEARMYER, TALSMA

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Jenna Jennings, Auditor

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Brandon Talsma, Chairman



November 11, 2025

CANVASS of the CITY/SCHOOL ELECTION

Held November 4, 2025

Tuesday, November 11, 2025, the Jasper County Board of Supervisors met in special session at 11:00 a.m. with Supervisors Talsma, Nearmyer, Cupples, and Auditor Jennings, and Deputy Auditor Carley to canvass the City/School Election. The results of the canvass confirmed the results from election night.

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

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-147, approving the Certification (Canvass) of Jasper County Election Results for the City-School Election.

YEA: CUPPLES, NEARMYER, TALSMAS

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

The Board of Supervisors concluded the canvass of the November 11, 2025, City/School Election at 11:56 a.m.

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Jenna Jennings, Auditor

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Brandon Talsma, Chairman

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Kristin Carley, Deputy Auditor

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Doug Cupples, Board of Supervisor

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Thad Nearmyer, Board of Supervisor