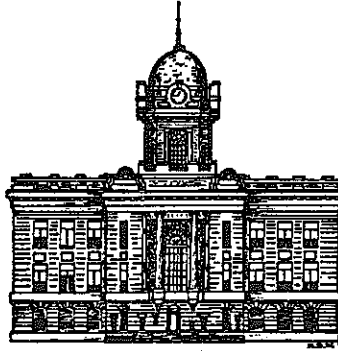


Jasper County, Iowa

Joe Brock

Denny Carpenter

Dennis Stevenson



Board of Supervisors

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

JASPER COUNTY BOARD OF SUPERVISORS AGENDA

www.co.jasper.ia.us

June 9, 2015

9:30 a.m.

- Item 1 Buildings & Grounds – Adam Sparks**
 - a) Courthouse handicap entrance

- Item 2 Engineer – Russ Stutt**
 - a) DOT funding agreement with the City of Kellogg
 - b) Culvert Bids

- Item 3 Community Services – Jody Eaton & Kelly Yeggy**
 - a) Update on Mental Health Advocate Changes 7/1/15
 - b) Overview of Central Iowa Community Services-FY16 Annual Service & Budget Plan

- Item 4 Approval of Fireworks Permits**
 - a) Dennis Hammer Jr on 7/4/15
 - b) Abigail Pelzer on 7/4/15
 - c) Cory Wade on 7/18/15 Rain date 7/25/15

- Item 5 Approval of Board of Supervisors minutes for 6/2/2015**
- Item 6 Board Appointments**
- Item 7 Robert Gannon**
 - a) Sams Cemetery located in Poweshiek Township

PUBLIC INPUT & COMMENTS

21- 8844

est side Carthorse

Jeff Seals Construction

4129 E. 84th St. S.

Newton, Iowa

641-526-3408

Unad seals

521-7306

ESTIMATE

Date

Job

QUANTITY	SIZE	DESCRIPTION	UNIT PRICE	TOTAL COST
		Tear out all of old steel rams		
		to west entrance. Pour one		
		ramp out of door. Install 2		
		railings that will be provided.		
		- Bring in 12 ton fill dirt. Also		
		19' of thickened edge is needed.		
		Pour 5" thick vs 3" steel		
		every 30" apart.		
		+ Labor	total	
		+ materials	7,090.00	
		Same as above except 6" thick		
		total	7,390.00	

-continued-

Jasper County Court House

Removing old handicap ram and build new

remove concrete wall

remove 704 sq ft of concrete drive and sidewalk

replacement of new drive {20 feet out from building}

replacement of 40x6 of sidewalk

20 ton of rock

2 truck loads of dirt

COST 8657.00

December 2012

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
For a City Highway Bridge Program Project**

Recipient: City of Kellogg

Project No: BROS-3897(601)-8J-50

Iowa DOT Agreement No: 1-15-HBP-U-010

CFDA No. and Title: 20.205 Highway Planning and Construction

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

The Moving Ahead for Progress in the 21st Century (MAP-21), Public Law 112-141, continued the Surface Transportation Program (STP), now codified at Section 133(b) of Title 23, United States Code (U.S.C.). The STP makes Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of STP funds have been set-aside for this purpose and designated as the Highway Bridge Program.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the Department agrees to provide Highway Bridge Program 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 COUNTY 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 District 1 Local Systems Engineer. The Recipient's contact person shall be the Jasper County Engineer.
3. The COUNTY shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 197840
 - B. Location: Main Street over Coon Creek
 - C. Preliminary Estimated Total Cost: \$400,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the Department. Within the eligible project construction limits, eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances eligible activities may also include utility relocation or railroad work that is required for construction of the project. Certain activities necessary to comply with Federal or State environment or permit requirements, including studies and/or mitigation of the project's environmental impacts, are also eligible.
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, and fees or interest associated with bonds or loans are not eligible.
6. The COUNTY shall receive reimbursement for costs of authorized and approved eligible project activities from Highway Bridge Program funds. The portion of the eligible project costs reimbursed by Highway Bridge Program funds shall be limited to a maximum of 80% of eligible costs or \$1,000,000, whichever is less. Reimbursed costs will be limited to federal funds that are made available for cities through the Federal Highway Bridge Replacement Program outlined in 761 Iowa Administrative Code, Chapter 161.

-continued-

7. County/City cost sharing arrangement:
 - a. The COUNTY and / or CITY shall pay for all project costs not reimbursed with Highway Bridge Program funds as follows: The City and County being co-owners of this structure will each provide 10 percent of the project costs.
8. The COUNTY shall let the project for bids through the Department.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both (all) parties that no third party beneficiaries be created by this agreement.
11. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the Department.
12. This agreement shall be executed and delivered in two or more copies, each of which shall be deemed to be an original and shall constitute but one and the same agreement.
13. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 3 year deadline.
14. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

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

Recipient: City of Kellogg

By _____ Date _____, _____

Title _____

I, _____, certify that I am the Clerk of the City, and that _____,

who signed said Agreement for and on behalf of the City was duly authorized to execute the same by virtue of a formal Resolution duly passed and adopted by the City, on the _____ day of _____, _____.

Signed _____ Date _____, _____

City Clerk of Kellogg, Iowa

RECIPIENT: Jasper County

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

County Auditor

Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Highway Division

By _____

Gregg Durbin, P.E.
Local Systems Engineer
District 1

Date _____, _____

EXHIBIT 1

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

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

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Recipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Recipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements which includes the requirement to provide a copy of the Recipient'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 pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. To the extent allowable by law, 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 approval process, plan and construction reviews, and funding participation.
- e. As required by 49 CFR 18.26, the Recipient is responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S. C. 7501-7507) and Subpart F of 2 CFR 200. Subpart F of 2 CFR 200 stipulates that non-Federal entities 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 200.500. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the Recipient will pay initial project costs and request reimbursement from the Department, the Recipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Recipient shall not report this project on its SEFA.
- f. The Recipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The Recipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department-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 Department-assisted contracts.
 - ii. The Recipient shall comply with the requirements of I.M. 3.710, 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/or 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. Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Recipient shall submit a written request for FHWA authorization to the Department. After reviewing the Recipient's request, the Department will forward the request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Recipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with Federal funds.

3. Federal Participation in Work Performed by Recipient Employees.

- a. If Federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.310, Federal-aid Participation in In-House Services.
- b. If Federal reimbursement will be requested for construction performed by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.810, Federal-aid Construction by Local Agency Forces.
- c. If the Recipient desires to claim indirect costs associated with work performed by its employees, the Recipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 225. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the Federal agency providing the largest amount of Federal funds to the Recipient.

4. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.
- b. If the Recipient requests Federal funds for consultant services, the Recipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Recipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.305, Federal-aid Participation in Consultant Costs.

- c. If Preliminary Engineering (PE) work is Federally funded, and if right-of-way acquisition or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay to the Department the amount of Federal funds reimbursed to the Recipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include planning or other activities that are not intended to lead to a construction project. Examples include planning, conceptual, or feasibility studies.

5. 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. 3.105, Concept Statement Instructions; 3.110, Environmental Data Sheet Instructions; 3.112, FHWA Environmental Concurrence Process; and 3.114, 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. 3.120, Farmland Protection Policy Act Guidelines.
- 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. 3.130, 404 Permit Process; 3.140, Storm Water Permits; 3.150, Highway Improvements in the Vicinity of Airports or Heliports; and 3.160, 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.

6. 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. 3.605, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no Federal funds are used for right-of-way activities. The Recipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal funding for right-of-way acquisition, the Recipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is Federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay the amount of Federal funds reimbursed for right-of-way costs to the Department.
- c. 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.
- d. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Iowa DOT Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal funding reimbursement. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

- e. If the Recipient desires Federal reimbursement for utility costs, it shall submit a request for FHWA authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. 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. 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. 3.505, Check and Final Plans and I.M. 3.510, Check and Final 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. 3.730, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to the Department.
- c. For projects that are let locally by the Recipient, the Recipient shall follow the procedures in I.M. 3.720, 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. 3.750, 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 written notice the Department has concurred in the contract award.

8. 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 Iowa Administrative Code 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. 3.805, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. 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 annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the 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 does exceed the total project costs, the Recipient shall either:
 - 1) 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
 - 2) 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.

10. Project Close-out.

- a. Within 30 days of completion of construction and/or other activities authorized by this agreement, the Recipient shall provide the completed pre-audit checklist to the Department and request a final audit, in accordance with the procedures in I.M. 3.910, Final Review, Audit, and Close-out Procedures for Federal-aid Projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer or 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.

R. B. JONES OF IOWA INC.

Submitt Bids

PROJECT

LOCATION

OWNER

DATE OF BID OPENING
6-9-15

ITEM NO.

QUANTITY

DESCRIPTION

Misc Pipes

77,403

81,179

NO Bid


BIDDERS
Mater
Culverts

ConTech

Illow

-continued-

Galvanized 2-2/3 X 12 Corrugated Metal Pipes: No Spiral						
Diameter	Length	Gage	No. of Pieces	Ends	Price/Ft	Total Amount
16"	20'	16	16	8 Square	7.41	889.20 ✓
18"	20'	16	16	14 Square	8.80	2464.00
24"	20'	16	16	18 Square	11.78	4240.80
36"	20'	14	14	8 Square	21.39	3422.40
16"	30'	16	16	8 Square	7.41	1333.80
18"	30'	16	16	16 Square	8.80	4224.00
24"	30'	16	16	16 Square	11.78	5654.40
36"	30'	14	14	10 Square	21.39	6417.00
48"	30'	12	12	10 Square	39.42	11,826.00
54"	30'	12	12	8 Square	44.94	10,785.60
60" 3X1	30'	12	12	8 Square	58.06	10,450.80
72" 3X1	30'	12	12	9 Square	68.98	6,208.20
Bands, Welded, Unbreakable: Band Bolts with Shoulder Nuts						
Diameter	Length	Gage	No. of Pieces	Notes	Price/Ft	Total Amount
16"	2'	16	10		14.82	148.20
18"	2'	16	20		17.60	352.00
24"	2'	16	22		23.56	518.32
36"	2'	14	12	Prefer Two	42.78	513.36
48"	2'	12	8	Prefer Two 8 Piece Bands	78.84	473.04
64"	2'	12	4	Prefer Two 4 Piece Bands	89.88	359.52
80"	2'	12	4	Prefer Two 4 Piece Bands	116.12	464.48
72"	2'	12	2	Prefer Two 2 Piece Bands	137.96	275.92
Diaphragms						
Diameter	Length	Gage	No. of Pieces	Notes	Price/Ft	Total Amount
18"		16	6		83.50	668.00
24"		16	10		106.35	1063.50
36"		16	6		131.60	1052.80
48"		16	6		158.45	1267.60
54"		12	3		255.00	765.00
60"		12	3		305.00	915.00
72"		16	2		325.30	650.60
Delivery In:					Sub Total	
BEGIN SHIPPING IN 3 WEEKS.					Delivery	INCLUDED
A.R.O. Total					77,403.54	
Company Name: METAL CULVERTS, INC.						
P.O. BOX 330						
City/State/Zip: JEFFERSON CITY, MO 65102						
Phone Number: (573) 636-7312						
						Signature: <i>Bret Mathews</i>
BRET MATHEWS, SALES REPRESENTATIVE						

Galvanized 2-2/3 X 1/2 Corrugated Metal Pipes: No Spiral						
Diameter	Length	Gage	No. of Pieces	Ends	Price/Ft. Amount	Total Amount
15"	20'	16	16	6 Square	\$7.65	\$122.40
16"	20'	16	16	14 Square	\$9.45	\$151.20
24"	20'	16	16	18 Square	\$12.11	\$193.76
36"	20'	14	14	8 Square	\$22.95	\$321.30
15"	30'	16	16	6 Square	\$7.65	\$122.40
16"	30'	16	16	18 Square	\$9.45	\$151.20
24"	30'	16	16	18 Square	\$12.11	\$193.76
36"	30'	14	14	10 Square	\$22.95	\$321.30
48"	30'	12	12	10 Square	\$41.44	\$497.28
54"	30'	12	12	8 Square	\$46.54	\$558.48
60"	30'	12	12	6 Square	\$59.80	\$717.60
72"	30'	12	12	3 Square	\$71.50	\$858.00
Bands, Welded, Unbreakable: Band Bolts with Shoulder Nuts						
Diameter	Length	Gage	No. of Pieces	Notes	Price/Ft. Amount	Total Amount
15"	2'	16	10		\$15.30	\$153.00
16"	2'	16	20		\$18.90	\$378.00
24"	2'	16	22		\$24.22	\$532.84
36"	2'	14	12		\$45.90	\$550.80
48"	2'	12	8	Prefer Two Piece Bands	\$62.88	\$497.28
54"	2'	12	4	Prefer Two Piece Bands	\$63.06	\$252.24
60"	2'	12	4	Prefer Two Piece Bands	\$119.60	\$478.40
72"	2'	12	2	Prefer Two Piece Bands	\$143.00	\$286.00
Diaphragms						
Diameter	Length	Gage	No. of Pieces	Notes	Price/Ft. Amount	Total Amount
18"		18	6		\$9.34	\$56.04
24"		18	10		\$97.72	\$977.20
36"		16	6		\$146.15	\$876.90
48"		16	6		\$198.03	\$1,188.18
54"		12	3		\$258.14	\$774.42
60"		12	3		\$294.12	\$882.36
72"		16	2		\$385.60	\$771.20
Delivery in: 4 weeks ARO					Sub Total	\$81,179.05
					Delivery	0
					Total	\$81,179.05
Company Name: Cortech Engineered Solutions						
Address: 1112 SE Lorenz Drive						
City/State/Zip: Arkency, IA, 50021						
Phone Number: 515-964-0497						
						Signature: 



TERRY E. BRANSTAD
GOVERNOR

OFFICE OF THE GOVERNOR

KIM REYNOLDS
LT. GOVERNOR

April 24, 2015

The Honorable Paul Pate
Secretary of State of Iowa
State Capitol Building
LOCAL

Dear Mr. Secretary:

I hereby transmit:

House File 468, an Act relating to the appointment of mental health advocates.

The above House File is hereby approved this date.

Sincerely,

A handwritten signature in black ink that reads "Terry E. Branstad".

Terry E. Branstad
Governor

cc: Secretary of the Senate
Clerk of the House



House File 468

AN ACT

RELATING TO THE APPOINTMENT OF MENTAL HEALTH ADVOCATES.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section 229.1, Code 2015, is amended by adding the following new subsections:

NEW SUBSECTION. 1A. "Advocate" means a mental health advocate.

NEW SUBSECTION. 14A. "Region" means a mental health and disability services region formed in accordance with section 331.389.

Sec. 2. Section 229.9A, Code 2015, is amended to read as follows:

229.9A Advocate informed.

The court ~~shall direct the clerk to~~ shall furnish the advocate ~~of the respondent's county of residence with~~ appointed for the county in which an application is completed a copy of the application and any order issued pursuant to section 229.8, subsection 3. The advocate may attend the hospitalization hearing of any respondent for whom the advocate has received notice of a hospitalization hearing.

Sec. 3. Section 229.12, subsection 2, Code 2015, is amended to read as follows:

2. All persons not necessary for the conduct of the proceeding shall be excluded, except that the court may admit persons having a legitimate interest in the proceeding and shall permit the advocate from the ~~respondent's county of residence~~ where the respondent is located to attend the hearing. Upon motion of the county attorney, the judge may exclude the respondent from the hearing during the testimony of any particular witness if the judge determines that witness's

-continued-

testimony is likely to cause the respondent severe emotional trauma.

Sec. 4. Section 229.19, Code 2015, is amended to read as follows:

229.19 Advocates — appointment — duties — employment and compensation — state and county liability.

1. ~~a.~~ In each county with a population of three hundred thousand or more inhabitants the board of supervisors shall appoint an individual who has demonstrated by prior activities an informed concern for the welfare and rehabilitation of persons with mental illness, and who is not an officer or employee of the department of human services ~~or, an officer or employee of a region, an officer or employee of a county performing duties for a region, or an officer or employee of any agency or facility providing care or treatment to persons with mental illness, to act as an advocate representing the interests of patients involuntarily hospitalized by the court, in any matter relating to the patients' hospitalization or treatment under section 229.14 or 229.15.~~ In each county with a population of under three hundred thousand inhabitants, the chief judge of the judicial district encompassing the county shall appoint the advocate.

~~b.~~ The committing court ~~or, if the advocate is appointed by the county board of supervisors, the board shall assign the advocate appointed from a patient's county of residence to represent the interests of the patient. If a patient has no county of residence or the patient is a state case, the court or, if the advocate is appointed by the county board of supervisors, the board shall assign the advocate appointed from the county where the hospital or facility is located to represent the interests of the patient~~ shall assign the advocate for the county where the patient is located. A county or region may seek reimbursement from the patient's county of residence or from the region in which the patient's county of residence is located.

~~c.~~ The advocate's responsibility with respect to any patient shall begin at whatever time the attorney employed or appointed to represent that patient as respondent in hospitalization proceedings, conducted under sections 229.6 to 229.13, reports to the court that the attorney's services are no longer required and requests the court's approval to withdraw as counsel for that patient. However, if the patient is found to be seriously mentally impaired at the hospitalization hearing,

the attorney representing the patient shall automatically be relieved of responsibility in the case and an advocate shall be assigned to the patient at the conclusion of the hearing unless the attorney indicates an intent to continue the attorney's services and the court so directs. If the court directs the attorney to remain on the case, the attorney shall assume all the duties of an advocate. The clerk shall furnish the advocate with a copy of the court's order approving the withdrawal and shall inform the patient of the name of the patient's advocate.

d. With regard to each patient whose interests the advocate is required to represent pursuant to this section, the advocate's duties shall include all of the following:

(1) To review each report submitted pursuant to sections 229.14 and 229.15.

(2) If the advocate is not an attorney, to advise the court at any time it appears that the services of an attorney are required to properly safeguard the patient's interests.

(3) To be readily accessible to communications from the patient and to originate communications with the patient within five days of the patient's commitment.

(4) To visit the patient within fifteen days of the patient's commitment and periodically thereafter.

(5) To communicate with medical personnel treating the patient and to review the patient's medical records pursuant to section 229.25.

(6) To file with the court quarterly reports, and additional reports as the advocate feels necessary or as required by the court, in a form prescribed by the court. The reports shall state what actions the advocate has taken with respect to each patient and the amount of time spent.

(7) To utilize the related best practices for the duties identified in this paragraph "d" developed and promulgated by the judicial council.

e. An advocate may also be ~~appointed~~ assigned pursuant to this section for an individual who has been diagnosed with a co-occurring mental illness and substance-related disorder.

2. The hospital or facility to which a patient is committed shall grant all reasonable requests of the advocate to visit the patient, to communicate with medical personnel treating the patient, and to review the patient's medical records pursuant to section 229.25. An advocate shall not disseminate information from a patient's medical records to any other

person unless done for official purposes in connection with the advocate's duties pursuant to this chapter or when required by law.

3. ~~The court or, if the advocate is appointed by the county board of supervisors, the board shall prescribe reasonable compensation for the services of the advocate. The compensation shall be based upon the reports filed by the advocate with the court the duties performed by the advocate and in accordance with the personnel policies set forth by the board for county employees. The advocate's compensation shall be paid by the county in which the court is located, either on order of the court or, if the advocate is appointed by the county board of supervisors, on the direction of the board. If the advocate is appointed by the court, the advocate is an employee of the state for purposes of chapter 669. If the advocate is appointed by the county board of supervisors, the~~ The advocate is an employee of the county, including for purposes of chapter chapters 97B and 670. If the patient or the person who is legally liable for the patient's support is not indigent, the board shall recover the costs of compensating the advocate from that person. If that person has an income level as determined pursuant to section 815.9 greater than one hundred percent but not more than one hundred fifty percent of the poverty guidelines, at least one hundred dollars of the advocate's compensation shall be recovered in the manner prescribed by the county board of supervisors. If that person has an income level as determined pursuant to section 815.9 greater than one hundred fifty percent of the poverty guidelines, at least two hundred dollars of the advocate's compensation shall be recovered in substantially the same manner prescribed by the county board of supervisors as provided in section 815.9.

4. The state mental health and disability services commission created in section 225C.5, in consultation with advocates and county and judicial branch representatives, shall adopt rules pursuant to chapter 17A relating to advocates that include but are not limited to all of the following topics:

- a. Quarterly and annual reports.
- b. Data collection requirements.
- c. Juvenile patient representation.
- d. Grievance procedures.
- e. Conflict of interest provisions.
- f. Workforce coverage.

g. Confidentiality.

h. Minimum professional qualifications and educational requirements.

i. Caseload criteria.

j. Caseload audits.

k. Quality assurance measures.

l. Territory assignments.

5. An advocate appointed by the chief judge of a judicial district or by the county board of supervisors prior to July 1, 2015, shall be considered to be appointed by the county board of supervisors on July 1, 2015, as required in subsection 1. Such an advocate shall be compensated at a minimum at the advocate's wage and benefit level in place immediately prior to July 1, 2015.

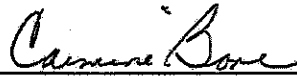


KRAIG PAULSEN
Speaker of the House



PAM JOCHEM
President of the Senate

I hereby certify that this bill originated in the House and is known as House File 468, Eighty-sixth General Assembly.



CARMINE BOAL
Chief Clerk of the House

Approved April 24, 2015



TERRY E. BRANSTAD
Governor

FIREWORKS PERMIT

I, Dennis W Hammer JR, do request a fireworks
(Print name)

permit for the following date July 4, 2015,

at the following address 7721 N 95th Ave W Baxter, IA

Name of Event Hammer Family Fireworks

The following person will have possession of and will
Discharge the fireworks

Dennis W Hammer JR
(Name of person discharging fireworks)

Approved by Jasper County Board of Supervisors

(Signature-Board Chairperson)

(Date)

INDEMNIFICATION AGREEMENT

That Dennis W Hammer JR for and in consideration of the
(Print name)

issuance by the Jasper Board of Supervisors of a fireworks permit

for the following event Hammer Family Fireworks

to be held on the following date July 4, 2015.

does hereby agree to hold harmless and indemnify Jasper
County, its Officers, agents and employees from all manner of
actions and causes of actions, claims and demands of every kind
and nature whatsoever which may arise as a result of the applicant

Dennis W Hammer JR possessing and using firework
(Print name)

for the following event Hammer Family Fireworks

on the following date July 4 2015

Address 7721 N 95th Ave W

City and State Boxter IA 50028

e-mail address Jay Hammer @partner.com.net

Signature 

Date of application 6-1-15

ORIGINAL AUDITOR'S FILE
COPY TO SHERIFF
MAIL COPY TO APPLICANT (please note address if different)

FIREWORKS PERMIT

I, Abigail Pelzer, do request a fireworks

permit for the following date July 4, 2015,

at the following address 7793 Highway 6 E Kellogg, IA

Name of Event Fourth of July Celebration

The following person will have possession of and will discharge the fireworks

Jeff Maki

(Name of person discharging fireworks)

2015 JUN -2 PM 3:51
JASPER COUNTY AUDITOR

Approved by Jasper County Board of Supervisors

(Signature-Board Chairperson)

(Date)

INDEMNIFICATION AGREEMENT

That Abigail Petzer for and in consideration of the issuance by the Jasper County Board of Supervisors of a fireworks permit for the following event Fourth of July Celebration to be held on the following date July 4, 2015,

does hereby agree to hold harmless and indemnify Jasper County, its Officers, agents and employees from all manner of actions and causes of actions, claims and demands of every kind and nature whatsoever which may arise as a result of the

applicant Abigail Petzer possessing and using fireworks for the following event Fourth of July Celebration on the following date July 4, 2015,

Address 7793 Highway 6 E

City and State Kellogg, Iowa

e-mail address abbe.petzer@yahoo.com

Signature Abigail Petzer

Date of Application June 2, 2015

FIREWORKS PERMIT

I, CORY WADE, do request a fireworks

permit for the following date 7-18-15 - BACKUP DATE 7-25-15

at the following address 637 S. 44TH AVE W
NEWTON IOWA 50208

Name of Event WADE 4TH PARTY

The following person will have possession of and will
discharge the fireworks

CORY WADE

(Name of person discharging fireworks)

Approved by Jasper County Board of Supervisors

(Signature-Board Chairperson)

(Date)

INDEMNIFICATION AGREEMENT

That CORY WADE for and in consideration of the issuance by the Jasper County Board of Supervisors of a fireworks permit for the following event WADE 4TH PARTY, to be held on the following date 7-18-15 - BACKUP DATE 7-25-15,

does hereby agree to hold harmless and indemnify Jasper County, its Officers, agents and employees from all manner of actions and causes of actions, claims and demands of every kind and nature whatsoever which may arise as a result of the

applicant CORY WADE possessing and using fireworks for the following event WADE 4TH PARTY,

on the following date 7-18-15 - BACKUP DATE 7-25-15,

Address 637 S. 44TH AVE W.

City and State NEWTON IOWA

e-mail address C.Wade536@yahoo.com

Signature Cory Wade

Date of Application 6-4-15

ORIGINAL AUDITOR'S FILE
COPY TO SHERIFF
MAIL COPY TO APPLICANT (please note address if different)

Tuesday, June 2, 2015 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Carpenter and Brock present and accounted for; Chairman Carpenter presiding.

Elderly Nutrition Director, Kelli Van Manen asked the Board to approve the request for excess NSIP funds from Aging Resources of Central Iowa in the amount of \$3,942.62.

Motion by Brock, seconded by Carpenter to approve the request for \$3,942.62 in excess NSIP funds.

YEA: CARPENTER, BROCK

Motion by Brock, seconded by Carpenter to approve the contract between Jasper County and Skiff Medical Center to provide Home Delivered Meals for Saturday and Sunday of the Thanksgiving and Christmas Holidays.

YEA: CARPENTER, BROCK

Motion by Brock, seconded by Carpenter to approve the agreement between Jasper County and the Colfax Community Senior Citizens Center for the use of the Center to provide meals. Jasper County will pay \$200 per month rent.

YEA: CARPENTER, BROCK

Ryan Eaton of the County Information Systems Department explained to the Supervisors that the offices of the Auditor and Zoning Administration needed a tool to assist in searching various databases. Eaton recommended that the County purchase a product from IMAGETek, Inc. to do the task.

Motion by Brock, seconded by Carpenter to purchase software and technical support from IMAGETek, Inc. in the amount of \$3,825.20 to assist the Auditor and Zoning offices with data searches.

YEA: CARPENTER, BROCK

Sheriff John Halferty asked the Board to approve the hiring of a Part-time Male Jail Officer for the Sheriff's office.

Motion by Brock, seconded by Carpenter to adopt Resolution 15-28, a hiring resolution certifying the following appointment 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	Male Jail Officer	Nathan Squire	\$17.23	Hire-in	6/11/2015

YEA: CARPENTER, BROCK

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

Motion by Brock, seconded by Carpenter to approve Transfer Orders #1341, #1342 and #1343 as follows:

No. 1341

<u>From Fund</u>	<u>To Fund</u>	<u>Amount</u>
0802 - Amended 28E Subfund TIF	2080 - (2007) TPI/Opus TIF	\$ 199,979.45
0801 - Amended Jasper Co TIF		\$ 176,191.68
		<u>\$ 376,171.13</u>

This transfer will cover the payment that will be made June 1, 2015 for debt interest on the following bond: \$4,825,000 bonds dated 11-1-2011 for the TPI/Opus Economic Development Grant.

No. 1342

From Fund	To Fund	Amount
0020 - Secondary Roads	2014 - (2013 Refunded LEC/CIP Debt)	\$ 428,260.07
0816 - Colfax TIF		\$ 13,901.41
0817 - Country Estates TIF		\$ 971.30
0818 - Galesburg TIF		\$ 4,577.59
0819 - Gun Club Road TIF		\$ 31,869.10
0820 - Ira TIF		\$ 3,540.28
0821 - Killduff TIF		\$ 8,951.56
0822 - Mingo TIF		\$ 35.73
0823 - Newburg TIF		\$ 2,044.16
0824 - Rock Creek Homesites TIF		\$ 16,851.87
0825 - Sunshine Acres TIF		\$ 1,700.98
0826 - Wood's Estates TIF		\$ 2,118.60
2006 (2005) LEC		\$ 48.10
2010 (1999) SE Interchange		\$ 16,124.15
0802 - Amended 28E		\$ 86,557.10
		<u>\$ 617,560.00</u>

This transfer will cover the payment that will be made June 1, 2015 for debt interest on the following bond: \$4,160,000 bonds dated 3-1-2005 for resurfacing roads in the unincorporated towns.

No. 1343

From Fund	To Fund	Amount
0810 - Colfax Interchange	2011 - (2012A)	\$ 150,693.71
2007 - (2006) LEC		\$ 1,403.79
		<u>\$ 152,097.50</u>

This transfer will cover the payment that will be made June 1, 2015 for debt interest on the following bond: refunding of GO Bonds 2012A, \$3,235,000, refunding of: 2001, 2006 & 2012 \$1,450,000 Debt.

YEA: CARPENTER, BROCK

Motion by Brock, seconded by Carpenter to approve a fireworks permit for Mike Herbold for July 1 – July 10, 2015.

YEA: CARPENTER, BROCK

Motion by Brock, seconded by Carpenter to approve Board of Supervisors minutes for May 26, 2015.

YEA: CARPENTER, BROCK

There were no Board appointments.

Motion by Brock, seconded by Carpenter to adjourn the Tuesday, June 2, 2015 meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, BROCK

Dennis Parrott, Auditor

Denny Carpenter, Chairman