

Jasper County, Iowa

Joe Brock

Denny Carpenter

Dennis Stevenson



Board of Supervisors

Courthouse

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Newton IA 50208

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JASPER COUNTY BOARD OF SUPERVISORS AGENDA

www.co.jasper.ia.us

July 7, 2015

9:30 a.m.

- Item 1 **Engineer – Pam Olson**
 - a) Bids for Painted Pavement Markings and approval to award contract
 - b) Resolution awarding contract for milled in pavement markings

- Item 2 **John DeVries- Driveway Variance**
 - a) Permit to construct Entrance from Private property to County road

- Item 3 **Shive-Hattery**
 - a) Approval of the bidding proposal for demolition of the Jasper County Care Facility

- Item 4 **Lenny Woythaler**
 - a) Commercial Insurance Program

- Item 5 **Conservation – Jerry Ratliff**
 - a) Reallocation of Vehicle Purchase dollars from FY2015 to FY2016
 - b) Accept DOT property for Conservation Management
 - c) Request to move camping fee money from the General Fund to Conservation Budget in the amount of \$4,533.00.

- Item 6 **Resolution approving Transfer Order #1349**

- Item 7 **Human Resources – Dennis Simon**
 - a) Hiring Resolution- Secondary Roads

- Item 8 **Approval of Board of Supervisors minutes for 6/30/15**

- Item 9 **Board Appointments**

PUBLIC INPUT & COMMENTS

Resolution No. _____

RESOLUTION AWARDING CONTRACT FOR
MILLED IN PAVEMENT MARKINGS
PROJECT NUMBER HSIP-S-C050(107)—6C-50

Moved by, _____ seconded by, _____

To accept the apparent low bid from Roadsafe Traffic Systems, Inc of Des Moines, IA and award the contract for said project HSIP-S-C050(107)—6C-50 in the amount of Two Hundred Eighty-one Thousand, Eight Hundred Eight and 41/100 dollars (\$281,808.41). This project consists of milling and painting edgeline and centerline pavement markings on various roads in Jasper County, Iowa. This Resolution awards the contract and authorizes the Chairman to sign the contract and performance bond.

AYES: _____

NAYS: _____

Approved this 7th day of July, 2015.

Dennis Carpenter
Chairman Board of Supervisors

Dennis Stevenson
Board of Supervisors

Joseph Brock
Board of Supervisors

ATTEST: _____

Dennis Parrott
Jasper County Auditor

Permit Number _____

Permit Fee \$50.00
Received 6/17/15 #7492

JASPER COUNTY HIGHWAY DEPARTMENT

Application for permit to construct Entrance from
Private property to County Road

Application of John W. DeVries Phone No. HSIS-674-3916W

Address 9911 S. 60th Ave W.

Callfax, Ia 50054 Date 6-15-15, 20

Jasper County Secondary Road Department
910 N 11th Ave E
Newton, IA 50208

(FOR OFFICE USE ONLY)

Gentlemen:

Permission is hereby requested for the construction of entrance from right-of-way to county road traveled way, including drainage structure thereunder.

Proposed entrance is located as follows: You leave Hwy 117 on 60th Av going east - go past my house on

south side go past my new hay shed - then my natural gas farm rd is next proposed. 40' drive from it going east.
SKETCH OR PLAN OF ENTRANCE AS PROPOSED TO BE CONSTRUCTED IS SHOWN ON THE BACK OF THIS APPLICATION

Proposed Contractor myself

Pipe Size (to be determined by county) _____

Pipe Type: New Galvanized 16 Gage Steel Corrugated Riveted Pipe (Required on all hard surface Roads) will be maintained by the County.
New Double Wall Polyvinyl Pipe (Optional on granular surfaced roads). The County will not maintain polyvinyl pipe.

The applicant agrees that if granted a permit to perform the above described work, the following stipulations shall govern:

1. That the proposed entrance, including drainage structure shall be constructed by the applicant at his expense, in accordance with the plan attached hereto, and in conformance with the field and driveway policy. Nothing in this stipulation however shall preclude the County Highway Department from entering upon said entrance on highway right-of-way and performing necessary maintenance for the protection of the highway.
2. The construction of proposed entrance shall be completed by the _____ day of _____, 20_____.
If not constructed by this date please notify the County Engineer's Office.
3. That during the construction of said entrance the applicant shall take all reasonable precautions to protect and safeguard the lives and property of any person and shall save Jasper County and its Board of Supervisors harmless of any damage or losses that may be sustained by any person on account of such construction
4. That the construction, of said entrance shall be carried on in such a way as to not interfere with, or interrupt traffic on said highway.
5. That the applicant agrees to give the Jasper County Highway Department forty-eight hours' notice of its intention to start construction on the highway right-of-way. Said notice shall be made in writing to the County Engineer.
6. That this permit is subject to any laws, now in effect, or any laws, which may be hereafter enacted.
7. That this permit is subject to all the rules and regulation of the Jasper County Board of Supervisors, and to revocation by the said board at any time, when in the judgment of the board it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

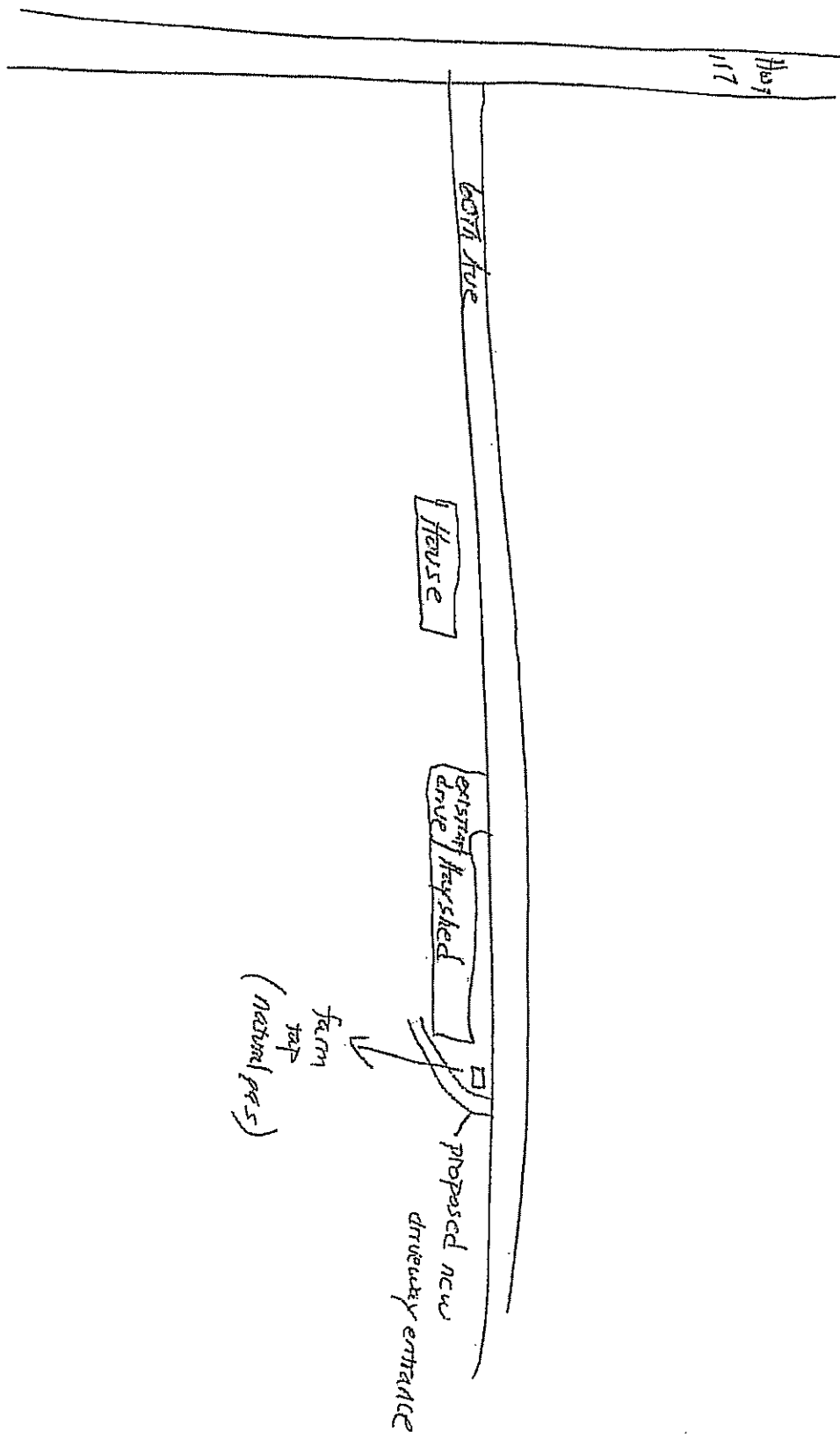
RECOMMENDED FOR APPROVAL

SIGNED John W. DeVries
Name of Applicant

Date Permit Granted _____, 20____

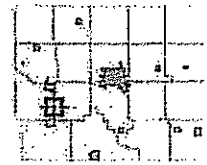
By _____
Title

(Application and sketch must be filed with Jasper County Engineer, Newton, IA, for each individual entrance on County Highway right-of-way.)





Overview



Legend

- Parcels
- Corporate Limits
- Political Township
- Roads
 - <all other values>
 - County Hwy
 - County Paved
 - Federal
 - Interstate
 - Local

Parcel ID	1230100001	Alternate ID	8500	Owner Address	DEVRIES, JOHN W
Sec/Twp/Rng	30-79-20	Class	AD		9911 S 60 AVE W
Property Address	9911 S 60TH AVE W	Acreage	33.99		COLFAX IA 50054
	COLFAX				
District	MPPC2				
Brief Tax Description	SECTION:30 TOWNSHIP:79 RANGE:20NWNW				
	(Note: Not to be used on legal documents)				

SIGHT DISTANCE
WEST 353'
EAST 1170'

Jasper County Data Disclaimer

Please Read Carefully


This Jasper County Geographical Information System product contains information from publicly available sources that are subject to constant change. Jasper County makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of this product, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.

The information presented in this product does not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use. All drawing components (lines, curves, points, etc.) are created as a representation and should not be construed as actual.

Date created: 6/17/2015
Last Data Upload: 6/17/2015 7:20:23 AM

41° 37' 48" N
93° 13' 44" W
ELEV. 912 FT

935' EAST of Hwy 117 S

 Developed by
The Schneider Corporation

PROFESSIONAL SERVICES AGREEMENT

ATTN: Russell Stutt
CLIENT: Jasper County Iowa Engineer
910 N. 11th Ave. E.
Newton, IA 50208

PROJECT: Jasper County Home Demolition

PROJECT LOCATION: Newton, IA

DATE OF AGREEMENT: May 26, 2015

PROJECT DESCRIPTION

Your project consists of providing demolition, asbestos surveys, and site restoration drawings and construction administration services for the former County Home and Youth Shelter buildings located at 5245 Liberty Avenue in Newton, IA.

SCOPE OF SERVICES

We will provide the following services for the project:

Civil Engineering, Land Surveying and Environmental Engineering

These services will consist of the following tasks:

1. Limited Topographic Survey & Base Drawing
 - A. Complete a limited topographic site survey of the buildings to be demolished and adjacent site improvements. The survey will provide a single electronic base drawing showing existing site and topographic information as follows:
 - 1) Show and describe substantial visual improvements such as buildings, sidewalks, paving, fences, concrete slabs, gravel drives, etc.
 - 2) Location of public and private utilities existing on or serving the surveyed property. Information from observed above grade evidence, evidence from plans provided by the Client, and markings by utility companies at the time of the survey will be included in the base drawing.
 - 3) Survey existing grades to the extent necessary to determine overall site drainage patterns and to show one foot contour intervals with errors not exceeding one contour interval.
 - 4) Survey limits shall extend approximately 50' around the perimeter of the buildings and paving to be removed.
2. Asbestos Documentation Review - County Home
 - A. Review all asbestos survey reports and asbestos abatement documentation that are provided by the Owner. If complete documentation of the surveys and abatement is not available additional surveys and testing may be required or recommended.
 - B. Perform a site visit of the County Home building to compare actual conditions with conditions from provided reports and documentation.
 - C. If required, provide an updated survey report to be utilized for demolition or make



- recommendations to the Owner if additional asbestos surveys or abatement may be required.
- D. Document additional hazardous materials observed in the building during the site visit. Include proper removal and disposal of observed hazardous materials in the demolition design drawings.
3. Asbestos Survey - Youth Shelter Building & Garage
- A. Perform an asbestos survey on the former Youth Shelter Building and adjacent standalone 3-car garage. We have included lab analysis of up to 40 samples in our base scope of services, if additional samples are required based on the actual number of materials in the buildings, additional reimbursable fees may be requested.
- B. Provide a report documenting the findings of the survey and provide recommendations for the scope of abatement, if needed. Abatement design and bid documents are not part of our base services but can be provided once the scope of any required abatement is determined.
4. Building Demolition Design - County Home Building
- A. Complete one (1) site visit by a Structural and Civil Engineer to observe extent of building and site demolition requirements.
- B. Coordinate with city and/or county utility departments to define disconnection requirements for water, sanitary sewer, and storm sewer services. Include required disconnections and capping as part of the demolition design. It is our understanding that gas and electrical services have already been disconnected.
- C. Produce drawings and specifications that define full extent of County Home Building and associated site improvement demolition. Site paving to be included as an alternative bid item due to budgetary reasons.
- D. Produce drawings and specifications that define the site restoration. Site restoration is assumed to be minimal grading, minor modifications to storm drainage systems, and standard pasture/lawn seeding. We have not included any detailed hydraulic or drainage calculations for existing or new drainage intakes or tiles.
- E. Meet with county representatives one (1) time to review proposed demolition requirements and revise drawings one time based on the County's review comments.
5. Building Demolition Design - Youth Shelter Building & Garage (Our current scope and fees assumes that the Youth Shelter Building demolition scope of services will be completed concurrently with the County Home demolition scope.)
- A. Complete one (1) site visit by a Civil Engineer to observe extent of building and site demolition requirements.
- B. Coordinate with city and/or county utility departments to define disconnection requirements for water, sanitary sewer, storm sewer, electrical, propane services. Include required disconnections and capping as part of the demolition design.
- C. Produce drawings and specifications that define full extent of Youth Shelter Building and associated site improvement demolition. Site paving to be included as an alternative bid item due to budgetary reasons.
- D. Produce drawings and specifications that define the site restoration. Site restoration is assumed to be minimal grading, minor modifications to storm drainage systems, and standard pasture/lawn seeding. We have not included any detailed hydraulic or drainage calculations for existing or new drainage intakes or tiles.
6. Bidding Phase Services
- A. Assist the County in preparing front end specifications and bidding requirements for the project. It is assumed that the Youth Shelter Building and Site Improvements will be bid as alternatives for county budgeting reasons. We are assuming that project will be bid as

- one package as there may be additional scope and fee required if divided into multiple bid packages.
- B. Conduct an on-site pre-bid meeting with County Representatives and interested Contractors.
 - C. Answer a reasonable amount of Contractor questions during bidding and issue addendum with supplemental information, as needed.
 - D. Prepare a bid tabulation of Contractors bids received and provide to the County.
 - E. Review selected Contractor's proposed demolition schedule, list of subcontractors, and schedule of values.
7. Construction Phase Services
- A. Conduct an on-site pre-construction meeting with Contractor and County Representatives.
 - B. Perform site observation visits during demolition to observe that work is progressing in compliance with the contract documents. We have assumed a construction schedule of four (4) months with on average a bi-weekly site visit/progress meetings (8 total visits) in our base scope of services. Additional site visits may be required or requested by the County based on actual construction schedule and conditions. We will complete additional visits on our hourly rate bases as requested and pre-approved by the County.
 - C. Review Contractor change order requests and pay applications and make recommendations to the County for payment.
 - D. Answer a reasonable amount of Contractor questions during construction/demolition and issue supplemental instruction to Contractors as needed to clarify the design intent. Revisions to the original project scope or design required for unforeseen conditions may require additional design and coordination scope and fee.
 - E. Assist the County in reviewing and responding to requests for information and preparing contract modification documents (change orders). We have not included attendance at any County Board of Supervisor meetings in our base scope of services but can add these as requested.
 - F. Conduct a site visit for the development of a final punchlist at final completion.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data, asbestos surveys, asbestos abatement documentation, and other reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.

SCHEDULE

We will begin our services based on your email authorizing us to proceed provided the Agreement is attached.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Topographic Survey & Base Drawing	Fixed Fee	\$4,200	Included	\$4,200
Asbestos Documentation Review - County Home	Fixed Fee	\$2,000	Included	\$2,000
Asbestos Survey - Youth Shelter Building	Fixed Fee	\$2,600	Included	\$2,600
Demolition Design - County Home Building	Fixed Fee	\$16,500	Included	\$16,500
Demolition Design - Youth Shelter Building	Fixed Fee	\$3,500	Included	\$3,500
Bidding Phase Services	Fixed Fee	\$4,500	Included	\$4,500
Construction Phase Services	Fixed Fee	\$14,000	Included	\$14,000
TOTAL		\$47,300	Included	\$47,300

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Included – Expenses have been included in the Fee amount.

The terms of this proposal are valid for 60 days from the date of this proposal.

ADDITIONAL SERVICES

Unless specifically stated in the Scope of Services, any resilient design related services including areas of resistance, reliability and redundancy (i.e. flood protection, storm/tornado shelter, emergency generators, utility backup, etc.) are not included in this proposal.

The following are additional services you may require for your project. We can provide these services but they are not part of this proposal at this time.

1. Asbestos Surveys of County Home Building.
2. Asbestos abatement design of County Home Building and Youth Shelter Building.
3. Hydraulic calculations of existing or proposed drainage pipes and structures.
4. Utility location services.
5. Utility improvements or modifications outside of project limits.

EXHIBITS

1. Aerial with Current Site Conditions

OTHER TERMS**STANDARD TERMS AND CONDITIONS**

Copyright © Shive-Hattery July 2013

PARTIES

"S-H" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., or Design Organization, a Division of Shive-Hattery, Inc.
"CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

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

TERMINATION

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

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or others entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

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

OPINIONS OF PROBABLE COST

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

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

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

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

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

EXCUSABLE EVENTS

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

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

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,

SHIVE-HATTERY, INC.



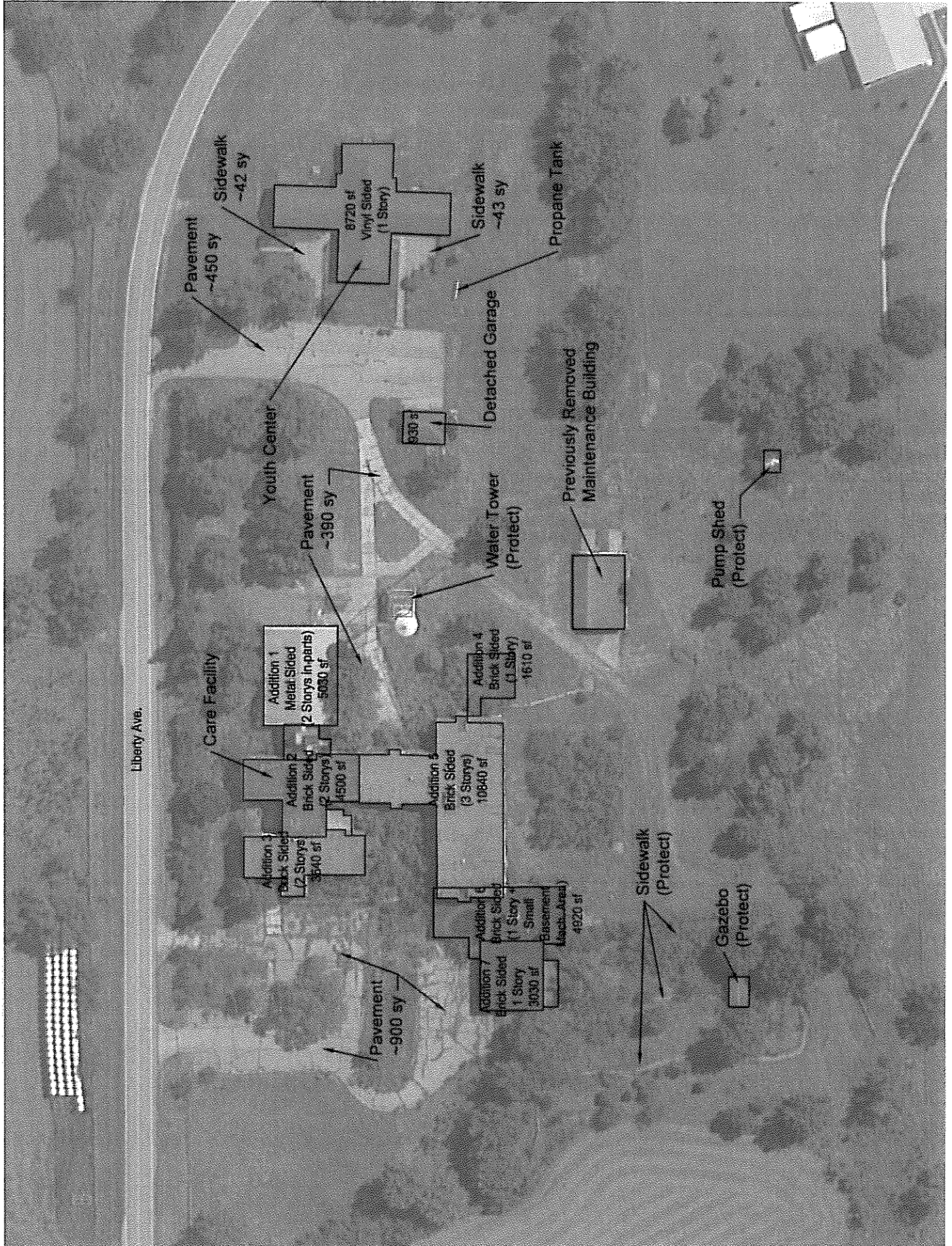
Chris Bauer, Civil Engineer-Project Manager
cbauer@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Jasper County, IA

BY: _____ TITLE: _____
(signature)

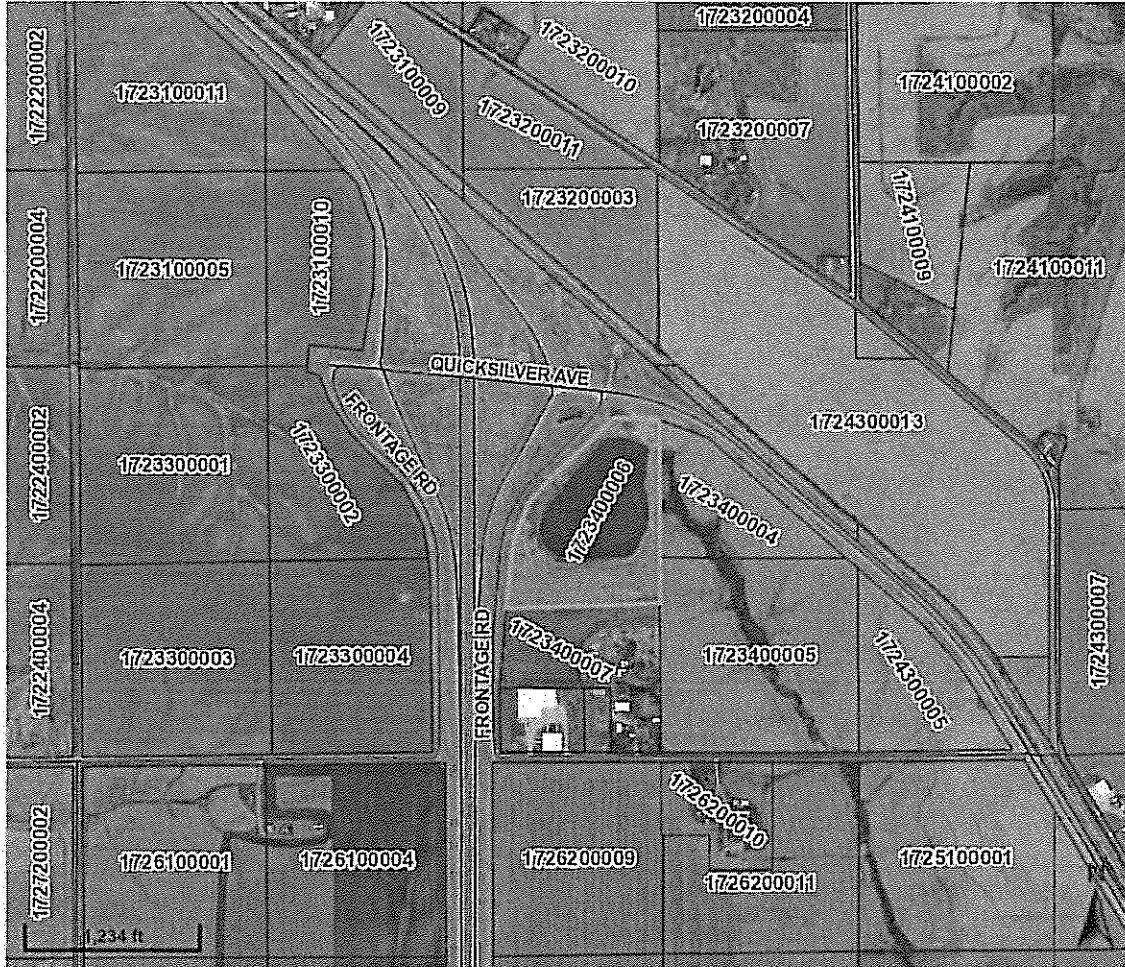
PRINTED NAME: _____ DATE ACCEPTED: _____



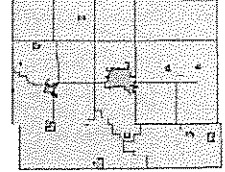
DOT Property For Sale

23.64 acres

Created By: KVZ
Date Created: 4/17/2015



Overview



Legend

- Parcels
- Corporate Limits
- Political Townships
- Roads**
- <all other values>
- County Hwy
- County Paved
- Federal
- Interstate
- Local

Parcel ID	1723400006	Alternate ID	078200	Owner Address	STATE OF IOWA
Sec/Twp/Rng	23-78-20	Class	EX		IOWA DEPT OF TRANSPORTATION
Property Address		Acreage	23.640		800 LINCOLN WAY
					AMES IA 50010

District FVMN
Brief Tax Description SECTION:23 TOWNSHIP:78 RANGE:20 PARCEL B OF WEST 1/2SE
(Note: Not to be used on legal documents)

Last Data Upload: 4/17/2015 12:25:49 AM

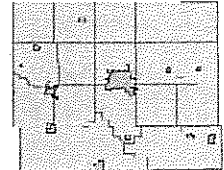
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Last Data Upload: 4/17/2015 12:25:49 AM

Resolution _____

STATE OF IOWA }
Jasper County }

TRANSFER ORDER

4533.00

Newton, Iowa, July 7, 2015

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Four thousand five hundred thirty tree dollars and 00/100*** dollars

From: 0001-General Basic Fund

To: 0004- Ashton/Mariposa Parks
Maintenance Fund

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Board Action

By Order of Board of Supervisors.

NO. 1349

Teresa A. ...

Auditor

Deputy

This transfer includes the total FY 2015 camping fees collected.

Resolution 15-

WHEREAS, a position vacancy has been approved for the following appointment by the Board of Supervisors through the Personnel Requisition Process.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies 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>
Secondary Roads	Seasonal Skilled Laborer	Bradley Martinson	\$14.00	Hire-In	07/13/15

* This position is limited to 8 weeks of employment at 40 hours per week with no rate increases or County benefits.

Resolution adopted this 7th day of July, 2015

Denny Carpenter, Chairman

Attest:

Dennis Parrott, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES
BOOK 21 07/07/15 PAGE

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

Motion by Stevenson, seconded by Brock to open a public hearing for a Fiscal Year 2014-2015 budget amendment.

YEA: BROCK, STEVENSON, CARPENTER

There were no public comments and no comments were received by the Auditor.

Motion by Brock, seconded by Stevenson to close the public hearing for the budget amendment.

YEA: CARPENTER, STEVENSON, BROCK

Motion by Stevenson, seconded by Brock to approve the Fiscal Year 2014-2015 budget amendment.

YEA: BROCK, STEVENSON, CARPENTER

John DeVries spoke to the supervisors in regards to his Permit to construct an entrance from Private Property to County Road. John DeVries explained his need for the drive for agricultural use. Pam Olsen explained that the Engineer's office declined the permit due to safety reasons and not meeting the required sight distance. The Supervisors agreed there were concerns of liability and safety but agreed to visit the site and review the situation.

Motion by Brock, seconded by Stevenson to table John DeVries Permit to construct an entrance from Private Property to County road until the July 7, 2015 Board meeting.

YEA: BROCK, STEVENSON, CARPENTER

Motion by Stevenson, seconded by Brock to adopt Resolution 15-29 appointing Kelly Yeggy as Mental Health Advocate.

YEA: BROCK, STEVENSON, CARPENTER

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

Motion by Stevenson, seconded by Brock to adopt Resolution 15-30 approving Transfer Order #1344:

<u>Transfer #</u>	<u>Amount</u>	<u>Funds transferred from</u>	<u>Funds transferred to</u>
1344	\$110,793.89	General Basic	0020 Secondary Roads Fund

This transfer is required in order to receive State Road Use Funds.

YEA: BROCK, STEVENSON, CARPENTER

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

Motion by Stevenson, seconded by Brock to adopt Resolution 15-31 approving Transfer Order #1345:

<u>Transfer #</u>	<u>Amount</u>	<u>Funds transferred from</u>	<u>Funds transferred to</u>
1345	\$1,101,192.34	0011-Rural Services	0020 Secondary Roads Fund

This transfer is required in order to receive State Road Use Funds.

YEA: BROCK, STEVENSON, CARPENTER

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

Motion by Stevenson, seconded by Brock to adopt Resolution 15-32 approving Transfer Order #1346:

<u>Transfer #</u>	<u>Amount</u>	<u>Funds transferred from</u>	<u>Funds transferred to</u>
1346	\$1,318,264.58	0040-Local Option Sales Service Tax Fund	Various Funds- General Basic Fund, General Supplemental Fund, Rural Services Basic Fund

This transfer allocates the actual 6-30-2015 cash balance of the Local Option Sales & Service Tax Fund that is to be used for property tax relief for the current FY 14-15 budget.

YEA: BROCK, STEVENSON, CARPENTER

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

Motion by Brock, seconded by Stevenson to approve a fireworks permit for Robert Ham, Jr, for July 4, 2015, and Steve Beatty for July 4, 2015.

YEA: STEVENSON, BROCK, CARPENTER

Motion by Brock, seconded by Stevenson to approve Board of Supervisors minutes for June 23, 2015.

YEA: STEVENSON, BROCK, CARPENTER

Chris Bauer of Shive-Hattery Architecture and Engineering presented a Bid proposal for the Jasper County Care Facility and Youth Shelter Demolition. The Board discussed concerns with recycling, bidding, experience and having the demolition as a winter project.

Motion by Brock, seconded by Stevenson to table the approval of the Bid proposal until the July 7, 2015 Board meeting.

YEA: BROCK, STEVENSON, CARPENTER

Motion by Stevenson, seconded by Brock to approve the following Board appointments:

Animal Rescue League and Humane Society

Kathy Donlin Term Expires 6/30/2019

Compensation Commission – Terms Expire 12/31/2015

RE Sales/Broker	Dave Birkenholz
RE Sales/Broker	Lori Price
Owner/Oper Ag Property	Dave VanderPol
Owner/City Property	Jo Ann Johnson
Owner/City Property	Paul Egenes

DHS Decategorization Board

Max Worthington Term Expires 6/30/2018

Enterprise Zone Commission

Local Community College Board of Directors

Joe Pugel Term Expires 12/31/2017

Walnut Creek Fire District

Donald Osborn Term Expires 6/30/2018

West Malaka Fire District

Dwight Fishers Term Expires 6/30/2018

Library Board

Rural Kellogg

Lisa Jansen Term Expires 6/30/2019

Veteran's Affairs Commission

Marta Ford Term Expires 6/30/2018

Zoning Board of Adjustment

Karen Silverberg Term Expires 6/30/2020

Motion by Stevenson, seconded by Brock to adjourn the Tuesday, June 30, 2015 meeting of the Jasper County Board of Supervisors.

YEA: STEVENSON, BROCK, CARPENTER

Susan Young, Designee

Denny Carpenter, Chairman