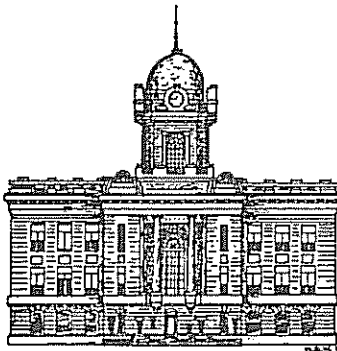


Jasper County, Iowa

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

August 11, 2015

9:30 a.m.

- Item 1 County Attorney- Mike Jacobsen**
 - a) Approve New Contract for Legal Research

- Item 2 Engineer – Russ Stutt**
 - a) Approve Maintenance Agreement with DOT for Rock Creek

- Item 3 Approval of Fireworks permits**
 - a) Dan Jessen for 8/14/15-8/15/15
 - b) James Heidesch for 8/22/15
 - c) Marilyn Farver for 8/29/15

- Item 4 Approval of Board of Supervisors minutes for 8/4/15**

- Item 5 Jasper County Care Facility Demolition**

- Item 6 Board Appointments**

PUBLIC INPUT & COMMENTS



THOMSON REUTERS

Order Form

Contact your representative bruce.montgomery@thomsonreuters.com with any questions. Thank you.

Order ID: **698850**

Subscriber Information

Account Address:

Account #: **1000463381**
JASPER COUNTY ATTORNEY
114 W 3RD ST N
NEWTON, IA 50208
US
641-792-5010

Shipping Address:

Account #: **1000463381**
JASPER COUNTY ATTORNEY
114 W 3RD ST N
NEWTON, IA 50208
US
641-792-5010

Billing Address:

Account #: **1000463381**
JASPER COUNTY ATTORNEY
114 W 3RD ST N
NEWTON, IA 50208
US
641-792-5010

Payment and Shipping Information

Payment Method:

Payment Method: **WestAccount**
Account Number: **1000463381**

Shipping Information:

Shipping Method: **FREE Ground Shipping - U.S. Only**

Additional Information

Created By: **0012820**
Order Source: **27**
Revenue Channel: **01**
Order Date: **7/27/2015 4:09:22 PM**
P.O. Number:
Additional Data B: **5**

Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Jill	Barr	jbarr@jaspercoatty.org		Order Confirmation Contact	28
Jill	Barr	jbarr@jaspercoatty.org		Primary Password Contact	24

Internal Comments

- Exception Approval Code:E293949
- Exception Approval Code:E249768
- Exception Approval Code:E252065
- Worksheet Custom Pro:<https://ordermation.west.thomson.com/esigs/of.aspx?pordergroupid=d5edc970d33e4cab85fe38161e04515e&pfv=true>
- OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=ae441090673440638feef11326432b79&isofview=yes>

New Products – Online/Practice Solutions/Software/CD ROM/ProView

Qty	Product	Material ID
1	Government Select Level 2 States (WestlawNext™); (Banded)	40988757

Modules to include in Custom PRO:

Material ID	Description
40982482	Primary Law with KeyCite®: All — Iowa (WestlawNext™);
40981520	All Primary Law (WestlawNext™);
41018696	Criminal Secondary Library — Iowa (WestlawNext™);
40983166	Iowa Practice Series (WestlawNext™);
41640023	PeopleMap Premier (WestlawNext™; PRO)
41024657	Related Documents (WestlawNext™);

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and continue for 36 complete calendar months (Minimum Term). Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after 30 days written or online notice.

Minimum Term of 36 months and the Monthly Charges for the second 12 months will be 3% over the first 12 months; Monthly Charges for the third 12 month will be 3% over the second 12 months

When your Minimum Term terminates, the following will apply:

Government Subscribers Post-Minimum Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to then current retail rate. Thereafter, we may modify the Monthly Charges after 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

You have 5 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you selected to license or purchase in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

User	Start Date	Position	Email
Aldrich, Brenda		NON-ATTORNEY/BUS PRO	
Arends, Tina		NON-ATTORNEY/BUS PRO	
Barr, Jill		NON-ATTORNEY/BUS PRO	
Bennett, Kelly		ATTORNEY	
Blink, Peter		ATTORNEY	william.alexander@thomsonreuters.com
Cleverly, James		ATTORNEY	
Jacobsen, Mike		ATTORNEY	
Nation, Sue Lynn		NON-ATTORNEY/BUS PRO	
Nicholson, Scott		ATTORNEY	
Noble, John D		ATTORNEY	william.alexander@thomsonreuters.com

-continued-

Initial shipment subtotal for product(s) not billed monthly: N/A
 ‡Estimated tax: TBD
 Order total for initial shipment for product(s) not billed monthly: \$0.00
 *Initial Monthly Charges for products under 36 month contract term: \$873.18
 Initial Monthly Charges Total: \$873.18

† Shipping costs for products ordered from West's affiliates located outside of the United States, its territories and possessions will be charged separately. Shipping costs are otherwise reflected in the price of the product.

‡ Your order may be subject to additional state and local sales taxes. All applicable sales taxes will be reflected in your bill.

* These Monthly Charges show the first year's Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are subject to increase per the terms of this agreement.

Lapse Subscriptions

Active Subscriptions to Lapse	Contract Number	Material ID
RESULTS PLUS PREMIUM ON WESTLAW	0118516002	40470694
GOVERNMENT SELECT ON WESTLAW	0118515877	40988666
ALL FEDERAL CASES ON WESTLAW	0118515878	40973435
IA CRIMINAL SECONDARY LIBRARY ON WESTLAW	0118515883	41018475
IA FEDERAL MATERIALS MODULE ONLY ON WESTLAW	0118515886	40975424
IA PRACTICE SERIES ON WESTLAW	0118515889	40974373
IA PRIMARY LAW WITH KEYCITE ALL ON WESTLAW	0118515895	40973834
PEOPLEMAP COMPREHENSIVE CONTENT AND REPORT ON WESTLAW	0118515892	40992159
REGULATIONSPLUS ON WESTLAW	0118515898	40974312
RELATED DOCUMENTS ON WESTLAW	0118516001	41024656

Miscellaneous

1. Charges, Payments Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

2. Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

3. Excluded Charges. If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>. Excluded Charges may change after 30 days written or online notice.

4. Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

5. Returns and Refunds. You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and WestPack. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

6. Transportation Charges. Print and CD-ROM/DVD products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.

-continued-

courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

8. General Terms and Conditions, located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>, apply to all products ordered, purchased or licensed on this Order Form except print. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

9. Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Hosted Practice Solutions
- CD-ROM Products / DVD products
- West LegalEdcenter
- West km software
- Westlaw Doc; Form Builder
- Time and Billing
- Westlaw Patron Access
- Westlaw Paralegal
- Campus Research
- ProView eBooks

Additional Contract Information

NON-AVAILABILITY OF FUNDS FOR WestlawPRO GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).

If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates)

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 698850

Signature of Authorized Representative for order

Title

Printed Name

Date

© 2015 West, a Thomson Reuters business. All rights reserved.

Attest: _____
Dennis Parrott, Auditor



ROADWAY MAINTENANCE AGREEMENT

AGENCY _____
COUNTY Jasper--Rock Creek
CITY _____
BOARD Supervisors

This written agreement made and entered into by and between the (AGENCY) (COUNTY) (CITY) (BOARD) of Jasper County, Party of the First Part, and the Iowa Department of Transportation, Party of the Second Part. The parties hereby desire to enter into this roadway maintenance agreement concerning the following roadway:

1. ROUTINE MAINTENANCE

- A. Party of the First Part will perform the following routine maintenance:
Approximately 1.07 miles of asphalt surfaced roads from the County road near the north end of the lake, then south to the first run-around on the west side of the lake and from the County road on the east side of the lake, then south to the loop at the picnic area on the east side of the lake in Rock Creek State Park. Routine Maintenance may include snow and ice control, spot HMA overlays, HMA and PCC crack/joint/spot filling and patching, leveling of transverse joints, strip sealing, edge sealing, application of granular materials, blading of granular surfaces, shoulder repair, roadside mowing and herbicide applications, maintenancne of clear channels through and adjoining drainage stuctures, repair or replacement of safety appurtenances and traffic control devices, and replacement of inadequate traffic signs and markings.
- B. Party of the First Part will perform the above described routine maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
As required per attached
- C. Party of the Second Part will perform the following routine maintenance:
None

2. SPECIAL MAINTENANCE

- A. Party of the First Part will perform the following special maintenance:
Not applicable

- B. Party of the First Part will perform the above described special maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
Not applicable
- C. Party of the Second Part will perform the following special maintenance:
Not applicable

3. PAYMENT

- A. It is agreed that payment for the routine maintenance operations will be made after the work has been completed for the fiscal year ending June 30, and payment for maintenance operations will be made after the work has been completed. It is also understood and agreed that the right is reserved by both Parties to review, adjust, or terminate this Agreement at any time, provided however that written notice be given either Party at least thirty days prior to such review, adjustment, or termination.
- B. Payment for routine maintenance at the rate of \$ 2000.00 per lane mile per year.
Total lane miles 2.14 at \$ 2000.00 per lane mile = \$ 4280.00
- C. Payment for special maintenance shall be made as follows: \$0.00

4. AGREEMENT TIME PERIOD

Beginning Date: July 1, 2015
Ending Date: June 30, 2016

- 5. Party of the First Part agrees to indemnify and save harmless the Party of the Second Part, the State of Iowa, and its agents or employees from any and all causes of action, suits, at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature (including reasonable attorney fees), arising out of or in connection with the execution, performance, or attempted performance of this Agreement and work provided herein.
- 6. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
- 7. Party of the First Part will follow all federal and state laws and regulations with regard to worker safety and the handling and disposal of hazardous waste and/or substances in performing any maintenance task.
- 8. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum or amendment to this Agreement.

RECOMMENDED FOR APPROVAL:

Jasper County Board of Supervisors
(AGENCY) (COUNTY) (CITY) (BOARD)

Attest: Dennis Parrott, Auditor

BY _____

TITLE Chairman -- Board of Supervisors

(DATE)

IOWA DEPARTMENT OF TRANSPORTATION

BY District Engineer

(DATE)

FIREWORKS PERMIT

I, Don Jordan, do request a fireworks permit for the following date Aug. 15 - 15 or Aug 14-15 at the following address 9341 W. 76th St N Baxter

IA
50028

Name of Event Softball team party

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

Don Jordan
(Name of person discharging fireworks)

Approved by Jasper County Board of Supervisors

(Signature-Board Chairperson)

(Date)

2015 AUG -3 PM 3:35
JASPER COUNTY AUDITOR

11111

INDEMNIFICATION AGREEMENT

That Dan Jessen for and in consideration of the issuance by the Jasper County Board of Supervisors of a fireworks permit for the following event Team party, to be held on the following date Aug 15-15 or Aug 14-15 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 Dan Jessen possessing and using fireworks for the following event Team party on the following date Aug -15-15 or Aug 14-15,

Address 9341 W. 76th of N Baxter IA 50020

City and State _____

e-mail address dnjessen@yahoo.com

Signature Danny Jessen

Date of Application Aug 9-15

FIREWORKS PERMIT

2015 AUG -5 PM 1:25
JASPER COUNTY IOWA

I, James Heidesch, do request a fireworks

permit for the following date 8-22-15,

at the following address Sugar Grove Vineyard & Gathering
Newton, Iowa place

Name of Event Heidesch Wedding

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

James Heidesch
(Name of person discharging fireworks)

Approved by Jasper County Board of Supervisors

(Signature-Board Chairperson)

(Date)

FIREWORKS PERMIT

I, Marilyn Farver, do request a fireworks permit for the following date August 29, 2015, at the following address 4822 W 48th St N

Name of Event FARVER Family Reunion

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

Van Plumb, Dave Farver, Scot Farver
(Name of person discharging fireworks)

Approved by Jasper County Board of Supervisors

(Signature-Board Chairperson)

(Date)

2015 AUG -4 PM 2:40
JASPER COUNTY AUDITOR

INDEMNIFICATION AGREEMENT

That Marilyn Farver for and in consideration of the issuance by the Jasper County Board of Supervisors of a fireworks permit for the following event Farver Family Reunion to be held on the following date August 29, 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 Marilyn Farver possessing and using fireworks for the following event Farver Family Reunion on the following date August 29, 2015,

Address 4822 W 48th St N

City and State Newton, Iowa 50208

e-mail address _____

Signature Marilyn Farver

Date of Application 8/4/2015

August 4, 2015

Tuesday, August 4, 2015 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Carpenter, Brock & Stevenson present and accounted for; Chairman Carpenter presiding.

Motion by Stevenson, seconded by Carpenter to adopt Resolution 15-37 approving the purchase of Original Plat Lots 1 thru 8, Block 8, Ex HWY in Reasnor, Iowa in the amount of \$31,000 from Carnahan Acres for the purpose of combining the Galesburg and Monroe Secondary Roads Department sheds.

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 15-38 setting the dates August 18, August 25, and September 1, 2015 at 9:30 a.m. for public hearings to be held in the Supervisors Room of the Jasper County Courthouse for Ordinance 62. Ordinance 62 establishes a policy for the construction and reconstruction of roadways and bridges on the Jasper County Secondary Roads System.

YEA: BROCK, STEVENSON, CARPENTER

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

Pam Olson from the Engineers Office presented quotes for the purchase of a new excavator and they are as follows: Both bid totals are after a trade-in is applied

Murphy Tractor - John Deere 250LC Ft4 Excavator \$176,381

Ziegler Cat - Caterpillar 326F Excavator \$190,750

Motion by Brock, seconded by Stevenson to approve the purchase of the John Deere 250LC Ft4 Excavator from Murphy Tractor for the amount of \$176,381.

YEA: Stevenson, Brock, Carpenter

Motion by Stevenson, seconded by Brock to purchase a compactor in the amount of \$10,425 and coupler in the amount of \$13,950 that is compatible with the John Deere Excavator.

YEA: BROCK, STEVENSON, CARPENTER

Motion by Brock, seconded by Stevenson to approve the Treasurer's Semiannual Report for the period beginning January 1, and ending June 30, 2015.

YEA: STEVENSON, BROCK, CARPENTER

Motion by Brock, seconded by Stevenson to approve a 5 day removal of a liquor license for Sugar Grove Vineyards.

YEA: STEVENSON, CARPENTER, BROCK

Motion by Stevenson, seconded by Brock to approve a 5 day liquor license for the Manhattan at Sugar Grove Vineyards.

YEA: BROCK, STEVENSON, CARPENTER

Motion by Brock, seconded by Stevenson to approve a fireworks permit for Al Pickett for October 3, 2015, with a rain date of October 10, 2015.

YEA: STEVENSON, BROCK, CARPENTER

Motion by Stevenson, seconded by Brock to approve Board of Supervisors minutes for July 28, 2015.

YEA: BROCK, STEVENSON, CARPENTER

Supervisor Brock reported that contracting firm had picked up original construction plans for the care facility and the old youth services building, that an asbestos survey was being done on the youth services building and that a site topographic survey was in the works.

There were no Board Appointments.

Motion by Stevenson, seconded by Brock to adjourn the Tuesday, August 4, 2015 meeting of the Jasper County Board of Supervisors.

YEA: BROCK, STEVENSON, CARPENTER

Dennis K. Parrott, Auditor

Denny Carpenter, Chairman