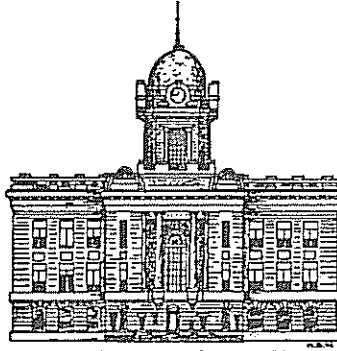


# Jasper County, Iowa

**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](http://www.co.jasper.ia.us)**

**August 25, 2015**

**9:30 a.m.**

- Item 1 Courthouse Lawn – Kelley Martin**
  - a) Autism Fundraiser during Thunder Nights 9/11/15
- Item 2 Larry Cleverley – Discuss DOT plans for HWY 65 Intersection**
- Item 3 Engineer – Russ Stutt**
  - a) Resolution Approving LRTF Grant & Appointments
  - b) Approval for the purchase of 2 Aluminum Boxes
  - c) Approving 28E Agreement with Newton
- Item 4 Approve Recorder's Monthly Report for July, 2015**
- Item 5 Approval of Board of Supervisors minutes for 8/18/15**
- Item 6 Jasper County Care Facility Demolition**
- Item 7 Board Appointments**

**PUBLIC INPUT & COMMENTS**

Resolution No. \_\_\_\_\_

RESOLUTION APPROVING LIVING ROADWAY  
TRUST FUND AGREEMENT

Moved by, \_\_\_\_\_ seconded by, \_\_\_\_\_

To approve the Living Roadway Trust Fund Grant Agreement for Three thousand, five hundred, seventy-seven dollars and eighty cents (\$3,577.80) and to appoint Russell Stutt, Jasper County Engineer, as the Authorizing Official and Pamela Olson, Assistant to the Engineer, as Project Coordinator/ Manager.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Approved this 25th day of August, 2015.

\_\_\_\_\_  
Dennis Carpenter  
Chairman Board of Supervisors

\_\_\_\_\_  
Dennis Stevenson  
Board of Supervisors

\_\_\_\_\_  
Joseph Brock  
Board of Supervisors

ATTEST: \_\_\_\_\_

Dennis Parrott  
Jasper County Auditor

**IOWA DEPARTMENT OF TRANSPORTATION**  
**Agreement for a Living Roadway Trust Fund Grant**  
**For Counties**

**RECIPIENT: Jasper County Secondary Roads Department**

**PROJECT NAME: Silt Fence Installer**

**AGREEMENT / PROJECT NO.: 90-50-LR16-(320)**

**AGREEMENT EXPIRATION DATE: December 1, 2016**

**Authorizing Official:**

Mr. Russell Stutt

Jasper County Engineer, Jasper County Secondary Roads Department

910 N 11th Ave E

Newton, IA, 50208

Phone: (641) 792-5862

Fax: (641) 791-7740

Email: rstutt@co.jasper.ia.us

**Project Coordinator/Manager:**

Mrs. Pamela Olson

Assistant to the Engineer, Jasper County Secondary Roads Department

910 N 11th Ave E

Newton, IA, 50208

Phone: (641) 792-5862

Fax: (641) 791-7740

Email: polson@co.jasper.ia.us

**Iowa Department of Transportation:**

Mr. Troy Siefert, PLA

Living Roadway Trust Fund Administrator

Office of Design

Highway Division

800 Lincoln Way

Ames, Iowa 50010

Phone - 515-239-1768

Fax - 515-239-1873

Email - troy.siefert@dot.iowa.gov

This is an agreement between Jasper County Secondary Roads Department (hereinafter referred to as **RECIPIENT**) and the Iowa Department of Transportation (hereinafter referred to as the **DOT**).

## **RECITALS**

- A. The **RECIPIENT** submitted an application to the **DOT** for funding through the Living Roadway Trust Fund (LRTF) under Iowa Code section 314 subsection 21, and the application was approved by DOT staff action on August 07, 2015.
- B. Pursuant to the terms of this agreement and applicable statutes, the **DOT** agrees to provide funding in the amount of \$3,577.80 to the **RECIPIENT** for the authorized and approved costs for eligible items associated with the development of Silt Fence Installer. This project shall be completed no later than December 1, 2016 with final request for reimbursement to be received by the **DOT** within ninety (90) days of the completion date. If the **RECIPIENT** requires additional time to fulfill the terms of this agreement, a request for an extension of time shall be submitted to the LRTF Coordinator prior to the expiration date.
- C. The Project Coordinator/Manager shall be responsible for reporting in writing to the Living Roadway Trust Fund Coordinator involvement in any projects that are connected in any way to the project outlined in this agreement and receive additional funding from the LRTF or other Resource Enhancement and Protection (REAP) programs. Failure to do so may result in revocation of LRTF funding approval for this project.
- D. This agreement shall be executed and delivered in two (2) or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.

In consideration of the foregoing and the mutual promises contained in the agreement, the parties agree as follows:

## **SECTION 1: AUTHORITY**

1. The Authorizing Official and the Project Coordinator/Manager representing the **RECIPIENT** shall be responsible for carrying out the provisions of this agreement.
2. Approval from the **DOT** is required in order to change the Project Coordinator/Manager representing the **RECIPIENT**.
3. It is mutually understood between the parties that the final authority in transportation matters now vested in the **DOT** by federal and state statutory and case law shall not be affected by this agreement.

## SECTION 2: GRANT

1. The **RECIPIENT** shall be responsible for the development and completion of the project as described in the application, of which a copy of the original is attached hereto and by this reference incorporated into this agreement as **EXHIBIT A** and as follows:

We would like to purchase a Burchland XTS Silt Fence Installer and attachment equipment for both our skid steer and tractor. This equipment will be used on numerous projects within our right of way to control erosion; including grading, ditch cleaning, culvert installation, and bridge construction. A quotation of cost is being included with this application.

2. Eligible project costs for the project described in section 2, subsection 1 of this agreement, listed above, which are incurred after the effective date of this agreement (see section 5), shall be paid as follows:
3. The portion of the total project costs paid to the **RECIPIENT** shall not exceed \$3,577.80.

<b>RECIPIENT LRTF Funds (Grant):</b>	\$3,577.80
<b>RECIPIENT Local Contribution:</b>	<u>\$894.45</u>
<b>LRTF Project Total:</b>	\$4,472.25

4. The local contribution stated above, and in Exhibit A, may include cash or non-cash contributions to the project. The **RECIPIENT** shall certify to the **DOT** the value of any non-cash contribution to the project prior to it being incorporated into the project. For right of way contributions, the **RECIPIENT** shall submit an appraisal and a check appraisal from qualified independent appraisers previously approved in writing by the **DOT**.
5. The **DOT** reserves the right to review the **RECIPIENT**'s certificate of value and has sole authority to determine the value of the **RECIPIENT**'s non-cash contribution for the purposes of this agreement. If, as a result of the **DOT**'s determination, the **RECIPIENT**'s total cash and non-cash contribution is below that stated in the terms of this agreement, the **RECIPIENT** shall increase its cash contribution in order to complete the **RECIPIENT**'s local contribution, or the grant or loan amount associated with this project shall be reduced accordingly.
6. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the **DOT** shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice. The **DOT** shall reimburse all eligible costs incurred up to and including this notice date.
7. Any revenue generated by interest payments on funds received by the **RECIPIENT** or

by sales under this agreement shall be credited to the project.

### **SECTION 3: WORK**

1. The **RECIPIENT** shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules.
2. The **RECIPIENT** shall be responsible for obtaining any permits, such as the Right to Occupy and Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and other construction permits required for the project prior to the start of construction.
3. Neither the approval of the project application for funding nor the signing of this agreement shall be construed as approval of any required permit from **DOT**.
4. In addition, the **RECIPIENT** shall certify to the **DOT's** LRTF Coordinator that all known required environmental clearances have been received and that all environmental regulations have been complied with before funds are reimbursed or credited.
5. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) as adopted pursuant to 761 Iowa Administrative Code (IAC) 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.
6. The work on this project shall be in accordance with the grant application, survey, plans, specifications, and estimates on file. Any modification of these documents must be approved by the **DOT** in writing prior to the modification being put into effect.
7. For portions of the project let to bid, the **RECIPIENT** shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the **RECIPIENT** shall provide the **DOT** file copies of project letting documents within five (5) working days after the letting. The **RECIPIENT** shall wait for **DOT** concurrence before making the final award.
8. The **RECIPIENT** shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3(80). The **RECIPIENT** shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The **RECIPIENT** shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
9. The **RECIPIENT** shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement.

10. The **RECIPIENT** shall be responsible for the daily inspection of the project. For projects let to contract, the **RECIPIENT** shall compile a daily log of materials and quantities. For projects constructed with local forces, the **RECIPIENT** shall compile a daily log of materials, equipment and labor on the project. The **DOT** reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.
11. Originals of all documents including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this agreement, are to be the joint property of the political jurisdiction and governmental agencies participating in the project. Copies of said documents will be made available to such participants upon request.
12. The **RECIPIENT** shall require its contractors to permit the **DOT's** authorized representatives to inspect all work, materials, records, and any other data related to the Silt Fence Installer project approved and authorized through this agreement.
13. The **RECIPIENT** shall maintain all books, records and accounts, documents, papers, reports, other sources of information, as may be determined by the **DOT** to be pertinent to ascertain compliance with this agreement. The **RECIPIENT** shall also make such materials and its facilities available at all reasonable times during the project agreement period and for three years from the date of final reimbursement, for inspection by the **DOT**. Copies of said materials shall be furnished by the **RECIPIENT** if requested.
14. Project progress reports are due on a quarterly basis in digital format and shall be received by the **DOT** within 30 calendar days of the end of the quarter. For the purposes of this agreement, the quarters for each calendar year shall be January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.
15. Upon completion of the project described in this agreement, the project coordinator/manager shall submit the final report in digital format to the **DOT** no later than 45 days after the project completion or grant end date, whichever is sooner. For **RECIPIENTs** that have purchased equipment, the project coordinator/manager shall submit the final report to the **DOT** no later one (1) year after the purchase date of said equipment. A presentation at the soonest statewide IRVM meeting on the performance of the equipment is also required within this same time period. Where any information required of the **RECIPIENT** is in the exclusive possession of another who fails or refuses to furnish this information, the **RECIPIENT** shall so certify to the **DOT** and shall set forth what efforts it has made to obtain the information.

## **SECTION 4: PROPERTY AND EQUIPMENT**

1. In the event that right of way is required for the project, said right of way will be acquired in accordance with 761 IAC 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies

Act of 1970, as amended.

2. When property and equipment is purchased with LRTF funds, the **RECIPIENT** agrees that the property and equipment shall be used for the provision of integrated roadside vegetation management; within roadside rights-of-way or areas approved in writing by the **DOT**, for the life of the property and equipment as determined by the **DOT**. Title to all property and equipment purchased pursuant to the agreement shall rest with the **RECIPIENT** of this agreement.
3. The **RECIPIENT** shall permit the **DOT** or its authorized representatives to inspect all property and equipment purchased or used to comply with this agreement.
4. The **RECIPIENT** agrees, within 45 days of acceptance of equipment financed through this agreement, to submit an inventory report including photographs of equipment purchased with LRTF labels adhered in prominent locations to four sides of the equipment.
5. If the property and equipment is not continuously used for vegetation management in the rights-of-way in a manner described by the application and the guidelines for the LRTF program, the **RECIPIENT** shall immediately notify the **DOT**. If the property and equipment is not maintained in a usable condition, it shall be considered to not be in continuous use. The **DOT** shall then determine whether the property and equipment should be transferred to another LRTF recipient for continued use. If the **DOT** determines there is no need for the property and equipment among other LRTF recipients, the **DOT** may authorize local disposal through sale.
6. If the property and equipment is sold, it shall be sold by the **RECIPIENT** at the highest price obtainable at public or private sale, subject to written approval of the sale price by the **DOT**. The net sale price (gross sale price less expense of the sale, in an amount to be approved in advance by the **DOT**), multiplied by a percentage of the sale price equal to the percentage of any cash that was provided by the **RECIPIENT** as part of the original purchase of said property shall be paid to the **RECIPIENT**. The remaining amount shall be paid to the LRTF.

## **SECTION 5: REIMBURSEMENT**

The **DOT** reimburses for expenses up to the limits described in this agreement as follows:

1. The **RECIPIENT** has specified that they will submit periodic reimbursement requests monthly.
2. All costs submitted for reimbursement or to be counted as matching funds shall not be incurred until after this agreement is fully executed by the **DOT**.



3. Prior approval by the **DOT** is required before there can be any change to the scope of work and budget in the grant application approved by the **DOT**. For any individual work plan item not implemented by the **RECIPIENT** prior to the expiration date of this agreement, there will be no reimbursement by the **DOT**.
4. All reimbursement requests and direct vendor payment requests shall be submitted to the **DOT** using form 841700 Claim for Reimbursement of Living Roadway Trust Fund Project Costs located on the **DOT** website at <https://forms.iowadot.gov/BrowseForms.aspx> and attached as EXHIBIT B. Reimbursement requests and direct vendor payment requests submitted without form 841700 properly completed or without the required documentation of costs incurred shall be returned to the **RECIPIENT** without being processed with a request for correction and resubmittal.
5. For each work plan item of this agreement the **DOT** will, upon receipt of appropriate request and sufficient documentation, reimburse the **RECIPIENT** for the lesser of the amount established in this agreement or the actual expense. Any cost overruns shall be paid solely by the applicant.
6. The **RECIPIENT** may submit to the **DOT** periodic itemized claims for reimbursement for eligible project costs as often as monthly but no less than quarterly unless a one time reimbursement or direct vendor payment option is indicated on the grant application. Periodic reimbursement requests shall be received by the **DOT** no later than 45 days after the end of the month or end of the quarter, whichever has been indicated in this agreement by the **RECIPIENT** in section 5 subsection 1. Reimbursement claims shall include an original signature certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
7. All requests for reimbursement must be itemized by work plan item, hours, pay classification, direct expenses and indirect expenses as applicable so as to allow the **DOT** to verify that the costs submitted conform to the items as outlined in this agreement.
8. Quarterly reimbursement requests shall include the status of all work plan items present in the approved application and agreement. Payment will be withheld until the status report is received in digital format.
9. All **RECIPIENTS** requesting reimbursement of indirect costs shall submit a current approved cost allocation plan or federally approved indirect cost rate documentation approved by the **DOT**.
10. All requests for reimbursement of equipment acquired as provided for in section 4 of this agreement must be accompanied by a copy of an invoice from the vendor. All original invoices must be received and reviewed by the **RECIPIENT** and verification of correct quantities and costs for items received must be indicated. The **RECIPIENT** shall sign, print their name and date the invoice to certify that receipt of the indicated invoice items

has taken place.

11. The **DOT** shall reimburse the **RECIPIENT** for properly documented and certified claims for eligible construction project activity costs, less a retainage, if applicable to the project, of not more than ten percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the **DOT** determines the **RECIPIENT** is overpaid, the **RECIPIENT** shall reimburse the overpaid amount to the **DOT**.
12. Upon completion of the project described in this agreement, the project coordinator/manager of the grant project shall certify in writing by letter to the **DOT** that the project activities were completed in substantial compliance with the requirements set forth in this agreement. Final reimbursement shall be made only after the **DOT** accepts the project as complete. In order to be considered complete, the provisions set forth in section 3 subsection 15 of this agreement must be met.
13. Final reimbursement requests by the **RECIPIENT** to the **DOT** shall be received no later than ninety (90) days after the completion of the project or the expiration date of this agreement, whichever is sooner. Failure to submit requests by this time, without prior approval, shall result in loss of remaining grant funding.
14. The **DOT** reserves the right to delay reimbursement of funds to the **RECIPIENT** if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the **DOT** shall so notify the **RECIPIENT** in writing and shall give the **RECIPIENT** an estimate of when reimbursement might be expected. The **DOT** shall establish a system to equitably make reimbursements to all **RECIPIENTs** so affected.

## SECTION 6: SUBMITTALS

1. Papers, interim reports, forms, or other materials, which are a part of the work set forth in this agreement, shall not be copyrighted without written approval of the **DOT**. If written approval is given, such approval shall be subject to all applicable federal and state laws, rules and regulations.
2. Publications by either party shall give credit to the other party. However, if the **DOT** does not wish to subscribe to the findings or conclusions of the study, the following statement shall be included on the credit sheet: "The opinions, findings, and conclusions expressed in this report are those of the authors, who are responsible for the facts and accuracy of the material presented herein. The contents do not necessarily reflect the official views, policies, or conclusions of the **DOT**". It is the responsibility of the **RECIPIENT** to contact the **DOT** to ascertain the stance **DOT** wishes to take before the credit sheet is prepared.
3. Either party to this agreement may initiate a request for publication of the final or interim reports, or any portions thereof.

## SECTION 7: DEFAULT

1. This agreement may be declared to be in default by the **DOT** if the **DOT** determines that the **RECIPIENT**'s application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the **DOT** determines that the project is not being developed as described in the application.
2. If the **RECIPIENT** fails to perform any obligation under this agreement, the **DOT** shall have the right, after first giving thirty (30) days written notice to **RECIPIENT** by certified mail return receipt requested, to declare this agreement in default. The **RECIPIENT** shall have thirty (30) days from date of mailing of notice to cure the default. If the **RECIPIENT** claims to have cured the default, it shall notify **DOT** no later than five (5) days after taking the action it claims has cured the default. **DOT** shall have sole discretion, without further notice, to determine whether or not any action taken has cured the default.
3. In the event a default is not cured, the **DOT** may revoke funding commitments and seek repayment of funds loaned or granted by this agreement. By signing this agreement the **RECIPIENT** agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the **DOT** and may include cash repayment, installment repayments with negotiable interest rates, charges against the **RECIPIENT**'s share of road use tax funds, or other methods as approved by the **DOT**.

## SECTION 8: GENERAL

1. All notices required under this agreement shall be made in writing to the **DOT**'s and the **RECIPIENT**'s contact person. The **DOT**'s contact person shall be Troy Siefert, Living Roadway Trust Fund Coordinator, Iowa Department of Transportation, Office of Design, 800 Lincoln Way, Ames, Iowa, 50010, phone: 515-239-1768, email: troy.siefert@dot.iowa.gov. The **RECIPIENT**'s contact person shall be Mrs. Pamela Olson, Assistant to the Engineer, Jasper County Secondary Roads Department, 910 N 11th Ave E, Newton, IA, 50208, phone: (641) 792-5862, email: polson@co.jasper.ia.us.
2. The **RECIPIENT** agrees to defend, indemnify and hold **DOT** harmless from any and all liability arising out of or relating in any manner to the above-referenced project, including any and all suits, actions, or claims of any character arising out of or relating in any manner to the above-referenced project, including as well, but not limited to, matters relating to research, purchase of equipment, representation of the LRTF program at public events and the design, construction, maintenance, placement of traffic control devices, or inspection of the work associated with this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the **DOT**'s application review and approval process, work plan review and guidance, plan and construction reviews, and funding participation. It includes, but is not limited to claims for acts and omissions for which the **DOT** alone was or would be responsible.
3. The **RECIPIENT** shall comply with all provisions of the equal employment opportunity

requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code chapter 216, the Iowa Civil Rights Act of 1965. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the **RECIPIENT** receives state funds from the **DOT**.

4. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures.
5. If any part of this agreement is found to be void and unenforceable then the remaining provisions of the agreement shall remain in effect.
6. This agreement is not assignable without the prior written consent of the **DOT**.
7. It is the intent of both parties that no third party beneficiaries be created by this agreement.
8. This agreement as set forth in sections 1 through 9 herein, including referenced **EXHIBITS**, constitutes the entire agreement between the **DOT** 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 must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the **DOT** and **RECIPIENT**.

### SECTION 9: SIGNATORIES

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 90-50-LR16-(320) as of the date shown opposite their signature below.

**RECIPIENT:**Jasper County Secondary Roads Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorizing Official Signature Signature Date

Title: Jasper County Engineer  
Authorizing Official Title (Printed)

**LOCAL PUBLIC AGENCY:** Jasper County Secondary Roads Department

By: Pamda Olson Date: \_\_\_\_\_  
Project Coordinator/Manager Signature Signature Date

Title: Assistant to the Engineer  
Project Coordinator/Manager Title (Printed)

### CERTIFICATION

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
Name of Witness to Signature (Printed) Title of Witness to Signature (Printed)

\_\_\_\_\_ , and that Russell Stutt , who  
Authorizing Official Signatory (Printed)

signed said Agreement for and on behalf of Jasper County Secondary Roads Dept.  
Applicant Name (Printed)

was duly authorized to execute the same by virtue of a formal Resolution duly passed and

adopted by Jasper County Board of Supervisors , on the \_\_\_\_\_  
Applicant Agency Name (Printed) Day Signed

day of \_\_\_\_\_ , \_\_\_\_\_  
Month Signed (Printed) Year Signed

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Witness to Signature Month and Day Signed Year Signed

Address: \_\_\_\_\_  
Witness Address (Printed)

### IOWA DEPARTMENT OF TRANSPORTATION

Highway Division  
800 Lincoln Way, Ames, Iowa 50010

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Troy Siefert, Living Roadway Trust Fund Coordinator  
Office of Design

EXHIBIT A  
Recipient Grant Application

## LIVING ROADWAY TRUST FUND GRANT APPLICATION

Application Deadline: June 1, 2015

Read Application Instructions and FY 2016 Funding Guidelines before completing application.

### APPLICANT INFORMATION

Grant Applicant (Agency, Organization, County...): Jasper County Secondary Roads Department

Applicant Authorizing Official: Position/Title: Jasper County Engineer

Title: Mr. First Name: Russell Last Name: Stutt

Address 1: 910 N 11th Ave E City: Newton State: IA

Address 2: ZIP Code: 50208 E-mail: rstutt@co.jasper.ia.us

Address 3: Phone: (641) 792-5862 Fax: (641) 791-7740

Project Coordinator/Manager: Position/Title: Assistant to the Engineer

Title: Mrs. First Name: Pamela Last Name: Olson

Address 1: 910 N 11th Ave E City: Newton State: IA

Address 2: ZIP Code: 50208 E-mail: polson@co.jasper.ia.us

Address 3: Phone: (641) 792-5862 Fax: (641) 791-7740

### NOTIFICATION FOR RIGHT-OF-WAY PROJECTS

If applicable, select the type of right-of-way in which the proposed project will occur: County

Jurisdiction representative who has been notified of the project proposal:

Name: Russell Stutt Title: Jasper County Engineer

E-mail: rstutt@co.jasper.ia.us Phone: (641) 792-5862

Have all required permits, environmental clearances, easements and notifications been made or acquired? Yes

If no, please explain:

### BUDGET SUMMARY

LRTF Grant Funds Requested: \$3,577.80

Matching Funds: \$894.45

In-kind Match: \$0.00

Total Project Cost: \$4,472.25

**PROJECT INFORMATION**

Project Funding Category:  Grant Applicant Type:

Project Type:

If Other Related Project type was selected please explain:

Project Name:

Estimated Start Date (M/YYYY):  Estimated Completion Date (M/YYYY):

Detailed Project Description:

We would like to purchase a Burchland XTS Silt Fence Installer and attachment equipment for both our skid steer and tractor. This equipment will be used on numerous projects within our right of way to control erosion; including grading, ditch cleaning, culvert installation, and bridge construction.

A quotation of cost is being included with this application.



**DETAILED BUDGET INFORMATION**

#	Detailed Work Plan Item	Budget Amount
1	silt fence installer and hitch equipment	\$3,577.80

Subtotal: \$3,577.80

#	Cash Match	Match Amount
1	Cash match	\$894.45

Subtotal: \$894.45

#	In-kind Match	In-kind Amount
1	none	\$0.00

Subtotal: \$0.00

Total Project Cost: \$4,472.25

LRTF Grant Funds Requested: \$3,577.80

Match Percentage: 20%

**ADDITIONAL DETAILED BUDGET INFORMATION**  
*(if number of items exceeds spaces on page 3)*

#	Detailed Work Plan Item	Budget Amount
<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>
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<input type="checkbox"/>		<input type="checkbox"/>
		<input type="checkbox"/>

Subtotal:

**JURISDICTIONAL APPROVAL** (For City and County Projects Only):

I, the undersigned, certify that the Jurisdiction has on reviewed this proposed project and approved its submittal for FY 2015 Living Roadway Trust Fund grant consideration.

Grant Applicant (Agency, Organization, County...):

Applicant Authorizing Official: Position/Title:

Title:  First Name:  Last Name:



Burchland Manufacturing, Inc.  
3311 Yates Avenue  
Gilman, IA 50106

Phone 641-498-2063  
Fax 641-498-2540  
[www.Burchlandmfg.com](http://www.Burchlandmfg.com)

# Quotation

**Bill To:**  
Jasper Co Hwy Dept  
910 N 11th Ave East  
Newton, IA 50208

DATE 3/27/2015  
Quotation # 1383  
Customer ID

Russell Stutt  
[rstutt@co.jasper.ia.us](mailto:rstutt@co.jasper.ia.us)

Quotation valid until:  
Prepared by: Jeff Fuchs

Description	AMOUNT
Burchland XTS Silt Fence Installer with a 3-point hitch & coupler	\$ 3,825.50
3-point hydraulic top link cylinder with hoses (required to use the 3pt hitch)	\$ 208.00
Skid steer mounting plate with 3-point quick hitch	\$ 438.75
<b>TOTAL</b>	<b>\$ 4,472.25</b>

Standard delivery is 2-3 weeks.  
All prices are FOB Gilman, IA.  
If you have any questions concerning this quotation, contact Jeff Fuchs at 641-990-8906.

**THANK YOU FOR YOUR BUSINESS!**

## MINORITY IMPACT STATEMENT

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the state of Iowa that are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

**Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.**

- The proposed grant project programs or policies could have a disproportionate or unique positive impact on minority persons.

Describe the positive impact expected from this project.

Indicate which group is impacted:

- Women     Persons with a disability     Blacks     Latinos     Asians  
 Pacific Islanders     American Indians     Alaskan Native Americans     Other

- The proposed grant project programs or policies could have a disproportionate or unique negative impact on minority persons.

Describe the negative impact expected from this project.

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation with representatives of the minority groups impacted.

Indicate which group is impacted:

- Women     Persons with a disability     Blacks     Latinos     Asians  
 Pacific Islanders     American Indians     Alaskan Native Americans     Other

The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: Russell A. Stitt

Title: Jasper County Engineer

### Definitions

"Minority Persons," as defined in Iowa Code Section 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code Section 15.102, subsection 7, paragraph "b," subparagraph (1):

b. As used in this subsection:

- (1) "Disability" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"Disability" does not include any of the following:

- (a) Homosexuality or bisexuality.  
(b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.  
(c) Compulsive gambling, kleptomania, or pyromania.  
(d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the state of Iowa.

**EXHIBIT B**  
**Reimbursement Form**

## REQUEST FOR REIMBURSEMENT OF LIVING ROADWAY TRUST FUND GRANT PROJECT COSTS AND DIRECT VENDOR OR SERVICES PAYMENTS

\*\*\* PLEASE READ THE INSTRUCTIONS FOR COMPLETING THIS FORM BEFORE YOU PROCEED\*\*\*

**Project Information**

Claim Number:  Check for Final Reimbursement  Date: \_\_\_\_\_ Iowa DOT Project Number: \_\_\_\_\_  
 Grant Recipient: \_\_\_\_\_  
 Project Name: \_\_\_\_\_

1	Maximum State Funds payable per the Iowa DOT project agreement:	\$0.00
2	Local Contribution ( including in-kind and organization funds contributed to the project if applicable):	\$0.00
3	Total Project Cost:	\$0.00

**Grant Items for Reimbursement to the Recipient and Costs Paid Directly to Vendor**

		This Claim Amount [A]	Cumulative Claim Amount [B]
<b>Grant Items to be Reimbursed to the Recipient</b>			
4	Total dollar amount of Grant Items costs claimed:	\$0.00	\$0.00
<b>Grant Items to be Paid Directly to Vendor</b>			
5	Total dollar amount of Vendor invoice(s):	\$0.00	\$0.00
6	<b>Subtotal dollar amount eligible for Reimbursement and Direct Vendor Payments</b>		<b>\$0.00</b>
7	Dollar amount paid by the Iowa DOT for these items prior to this claim:		\$0.00
8	<b>Subtotal dollar amount due this payment/final payment for Grant Items and Direct Vendor Payments:</b>		<b>\$0.00</b>

**Services Payments**

		This Claim Amount [A]		Cumulative Claim Amount [B]
	<b>Services</b>	Indirect	Direct	
9	Total dollar amount of Services costs claimed:	\$0.00	\$0.00	\$0.00
10	<b>Subtotal dollar amount eligible for Services Costs</b>			<b>\$0.00</b>
11	Dollar amount paid by the Iowa DOT for Services prior to this claim:			\$0.00
12	<b>Subtotal dollar amount due this payment/final payment for Services:</b>			<b>\$0.00</b>
13	<b>Total dollar amount due for Reimbursement, Direct Vendor Payments and Services</b>			<b>\$0.00</b>

**CERTIFICATION**

I hereby certify that all eligible project activities for which reimbursement and direct vendor payment is requested have been completed in compliance with the project plans, specifications, project agreement, the laws of the State of Iowa and the ordinances of the CITY/COUNTY or Local Public Agency, that the items claimed for payment are proper and true and that no part of this claim has been paid by the Iowa DOT.

Recipient Representative (Computer Entry or Printed)	Signature Date (Computer Entry or Printed)
Recipient Representative Signature (Sign in Ink)	Recipient Representative Title (Computer Entry or Printed)

**Make Check Payable to:**

Grant Recipient or Designated Vendor (Computer Entry or Printed)

Mailing Address (Computer Entry or Printed)

Return/mail signed original and required documentation to:  
 Iowa Department of Transportation, Office of Design, LRTF Coordinator, 800 Lincoln Way, Ames, Iowa 50010





Quotation

Quote # QUO-225275-L9Q7W9					
Date	8/14/2015	Account Name	Jasper County Iowa Engineer	Reply-To	
Quote #	QUO-225275-L9Q7W9	Contact Name	Russell Stutt	Contech Rep.	Brent Baskerville
		Phone	(641) 792-5862	Address	1112 SE Lorenz Drive, Ankeny, IA, 50021
Project Name	Jasper County ALBC's (J02 & H13)	Fax	(641) 791-7740	Phone	515-964-0497
Project #	526731	Email	rstutt@co.jasper.ia.us	Fax	
Project City/State	Newton, IA			Email	BBaskerville@conteches.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at [www.conteches.com/cos](http://www.conteches.com/cos). A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
J02	-Box Culvert Aluminum - Span/Rise/Structure # : 19'-5" Span x 6'-11" Rise (44), Shell Designation : A6, Bottom Centerline Length : 49.5, Foundation : CIP (Grouted Keyway), Inlet End Treatment : AL Headwall, Outlet End Treatment : AL Headwall		1.00	\$35,460.00	EA	\$35,460.00
H13	-Box Culvert Aluminum - Span/Rise/Structure # : 16'-8" Span x 7'-6" Rise (38), Shell Designation : A6, Bottom Centerline Length : 45, Foundation : CIP (Grouted Keyway), Inlet End Treatment : AL Headwall, Outlet End Treatment : AL Headwall		1.00	\$34,495.00	EA	\$34,495.00
	Precast Express Foundation - Site Designation : J02, Foundation Type : Structure, Width - Ft : 4, Depth - Ft : 2, Length - LF (total) : 100, Notes for Quote : Express Foundation for 19'-5" x 6'-11" ALBC Estimated pieces - 4, with heaviest pick at roughly 5.2 tons Assumed design loading: HL-93 (footing size is based on "unfactored" loads) Cover: 3' Scour design/depth by others Amount of field poured concrete required: 19.4 cy	1.00	1.00	\$12,806.00	EA	\$12,806.00
	Precast Express Foundation - Site Designation : H13, Foundation Type : Structure, Width - Ft : 3.75, Depth - Ft : 2, Length - LF (total) : 90, Notes for Quote : Express Foundation for 16'-8" x 7'-6" ALBC Estimated pieces - 4, with heaviest pick at roughly 4.7 tons Assumed design loading: HL-93 (footing size is based on "unfactored" loads) Cover: 3' Amount of field poured concrete required: 15.7 cy	1.00	1.00	\$11,983.00	EA	\$11,983.00
					<b>Total</b>	\$94,744.00
					(Tax not included) <b>Net Total</b>	\$94,744.00

**Standard Notes**

- All orders must be shipped within 30 days of manufacture or a storage charge applies equal to a maximum of 5% per month of the selling price of the stored material.
- Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$75.00 per hour thereafter will be added.
- Construction loadings typically exceed the intended post-construction live load used for design. Contact your Contech representative for specific guidelines and limitations based on the construction live loads anticipated.
- In addition to any other procedures outlined or remedies provided, at the time of order, Contech will request a desired delivery date for the quoted materials from the purchasing customer. After drawing approval and prior to manufacturing Contech may again confirm the requested delivery date with the purchasing customer. If purchasing customer cannot take delivery of finished materials on requested date, and after Contech has manufactured the product(s), Contech will invoice for the total amount of the order with payment due within 30 days. Additionally, Contech may also assess fees in the amount of 10% of the total order for materials that are not shipped within 30 days after the requested delivery date for storage and handling.
- Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.
- The estimated manufacturing lead time for this material is x weeks from the receipt of approved submittal documents.
- The sale of these materials requires a preconstruction meeting be held that must include Contech and all parties directly involved in the construction process.
- This material will be manufactured for this particular project and is not subject to cancellation. See Section 19 of the Contech COS.
- This quotation expires 30 days from the date shown. Prices are firm for shipment within 120 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.

Quote # QUO-225275-L9Q7W9

**Standard Notes**

10. This quotation expires 30 days from the date shown. Prices are firm for shipment within 90 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.

**Scope Of Work**

**Aluminum Box Culvert**

Aluminum Box Culvert pricing includes plate layout drawings, unassembled materials including corrugated aluminum structural plates, reinforcing ribs, and sufficient bolts and nuts. Anchor bolts, headwalls, headwalls, special fabrications for non square ends and fittings with associated hardware of any kind are not included unless specifically priced herein.

**Precast Express Foundations**

Precast Express Foundations are a hybrid foundation system combining the speed of precast with the economy of cast-in-place concrete. Precast Express Foundation pricing includes the precast foundation shell and all foundation reinforcing steel and any wingwall connection steel. The price also includes signed and sealed foundation design along with shop drawings for review. Contech Engineered Solutions will provide field consultation during the placement of the Express Foundation segments.

The price does not include any site preparation or installation of any kind. For the Express Foundations, a contractor must perform the following:

- 1) Prepare subgrade
- 2) Unload and place Precast Express Foundations
  - a. At time of PO contractor must specify max pick weight of Express Foundation segments.
- 3) Place lap splice reinforcing (provided) at joints in foundations
- 4) Install wingwall foundation threaded continuity reinforcing bars (provided)
- 5) Fill foundation with required strength in-fill concrete (provided by Contractor)
  - a. Ask Contech Rep for in-fill concrete quantity if not provided above.
  - b. If in-fill concrete is to be placed prior to bridge unit installation it must reach 2,000 psi prior to bridge unit installation.
  - c. In-fill concrete must reach design strength prior to backfilling.

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO KEYSTONE RETAINING WALL SYSTEMS LLC.

<u>Acceptance</u>		<u>Contech Engineered Solutions L.L.C.</u>	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HEREWITH AND VIEWABLE AT <a href="http://www.conteches.com/cos">www.conteches.com/cos</a>		By	Brent Baskerville
Company		(O)	515-964-0497
By		(F)	
Title		(Cell)	
Date		Title	

Attest: \_\_\_\_\_  
Dennis Parrott, Auditor

Quote # QUO-225275-L9Q7W9

**Contech - CONDITIONS OF SALE**

1. **ACCEPTANCE.** This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the products sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the products sold under this contract are substantially free from defects in material and workmanship for a period of one year after the date of delivery. There are no express or implied warranties with respect to products sold hereunder which are misused, abused or used in conjunction with mechanical equipment improperly designed, used or maintained, or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products or services. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the products purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Ohio law to any claims its buyer might assert against Seller with respect to products manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Cincinnati, Ohio or the common pleas court for Butler County, Ohio. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. **PASSAGE OF TITLE.** Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither

Buyer nor the consignee shall have the right to divert or reconsign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

8. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs.

9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. **CLAIMS BY BUYER.** Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify conformance with the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective products within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. **TECHNICAL ADVICE.** Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. **TAXES.** No taxes imposed with respect of the sale of the products or services sold hereunder are included in any quotation by Seller. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.

16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following:  
(1) the contract price for all products which have been completed prior to termination;  
(2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice

consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price;  
(3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and  
(4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. **SELLER'S RIGHT OF TERMINATION.** In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the directive, effected or impaired termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. **DELIVERY.** Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:  
(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or  
(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. **PERIOD OF LIMITATIONS.** Buyer and Seller agree that any action by Buyer against Seller relating to this contract or the products sold hereunder, including, without limitation, any action for breach of contract or warranty, or otherwise in connection with the products sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues or one year of delivery of the products sold hereunder, if less.

21. **CONFLICTING PROVISIONS OFFERED BY BUYER.** Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. **SEVERABILITY.** In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. **APPLICABLE LAW.** This contract shall be governed by, and construed and enforced in accordance with, the laws of Ohio. Buyer and Seller specifically agree that any legal action brought relating to this contract shall be brought and tried exclusively in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio.

REV. 03/15

**28E Agreement  
to replace a restricted structure  
on City's Corporate Limits**

This agreement made and entered into by and between the City of Newton, Iowa hereinafter referred to as the City, and Jasper County, Iowa hereinafter referred to as the County.

In accord with Chapter 28E and other relevant sections of the Code of Iowa, the City and County enter into the following agreement regarding the replacement of Jasper County Structure H-13 located on N 4<sup>th</sup> Ave E over a tributary to Elk Creek.

1. The County will provide initial funding for the purchase and construction of this structure.
2. The purchase cost of the structure and foundation is \$46,478.00. The City will reimburse the County fifty percent; \$23,239.00.
3. Estimated additional materials cost is \$15,000.00. The actual cost of materials will be shared fifty percent County and fifty percent City.
4. Estimated labor cost is \$15,000.00. The actual cost of labor will be shared fifty percent County and fifty percent City.

IN WITNESS WHEREOF, the City and County have set their hands for the purposes herein expressed, on the dates indicated below.

By \_\_\_\_\_  
Chair, Board of Supervisors

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest \_\_\_\_\_  
County Auditor

Attest \_\_\_\_\_  
City Clerk

RECORDER'S MONTHLY REPORT  
STATE OF IOWA, COUNTY OF JASPER

TO THE BOARD OF SUPERVISORS OF JASPER COUNTY:

I, Denise Allan, Recorder of the above named county and state do hereby certify that this is a true and correct statement of the fees collected by me in my office for the period of July 1, 2015 through July 31, 2015, and the same have been paid to the county Treasurer.

Denise Allan  
Denise Allan, Jasper County Recorder

Date: August 10, 2015

\_\_\_\_\_  
Dennis Parrott, Jasper County Auditor

Recording Fees	0001-1-07-8110-400000	<u>\$8,632.00</u>	
	(+) E-File Recording Fees	<u>\$4,470.00</u>	<u>\$13,102.00</u>
Copies	0001-1-07-8110-400000		<u>\$717.31</u>
Fed Tx Search	0001-1-07-8110-400000		<u>\$0.00</u>
Auditor's Trans	0001-1-07-9010-410000	<u>\$925.00</u>	
	(+) E-File Auditor Trans Fees	<u>\$135.00</u>	<u>\$1,060.00</u>
Co Trans Tax	0001-1-07-8110-404000	<u>\$2,231.25</u>	
	(+) E-File Trans Tax Fees	<u>\$370.24</u>	<u>\$2,601.49</u>
Over Payments	0001-4-07-0054-822000		<u>\$60.40</u>
ELSI Co Fees	0001-1-07-8110-403000		<u>\$160.50</u>
Co Boat Title	0001-1-22-6110-412000		<u>\$115.00</u>
Co Boat Lien	0001-1-07-8110-418000		<u>\$45.00</u>
Snow Title/Lien	0001-1-07-8110-401100		<u>\$0.00</u>
ATV/ORV Title/Lien	0001-1-07-8110-401200		<u>\$150.00</u>
Vital Cert Co	0001-1-07-8110-413000		<u>\$697.00</u>
Co Marriages	0001-1-07-8110-417000		<u>\$120.00</u>
Int Bank Acct	0001-4-07-0054-600000		<u>\$2.17</u>
Record Mgmt	0024-1-07-8110-414000	<u>\$398.00</u>	
	(+) E-File Record Mgmt Fees	<u>\$212.00</u>	<u>\$610.00</u>
E-Fees	5300-1-77-0500-416000	<u>\$398.00</u>	
	(+) E-File E-Fees	<u>\$212.00</u>	<u>\$610.00</u>
Misc Revenue Fees	0001-1-07-8110-849000		<u>-\$6.00</u>
Total County Fee Collected for <u>July 2015</u>			<u>\$20,044.87</u>

**Denise Allan  
County Recorder**

**Account Balance Report**  
From 7/1/2015 Through 7/31/2015

Jasper County, Iowa  
Jasper County Courthouse  
101 1st Street North  
Newton, IA 50208  
(641) 792-5442

**Charge Payment Totals**

**Revenue Totals**

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
01-01-01	Recording 0001-1-8110-4000-4	\$8,502.00	\$130.00	\$0.00	\$8,632.00	\$0.00	\$0.00	\$0.00	\$8,602.00
01-01-02	Recd Mgmt0024-1-8110-4140-	\$392.00	\$6.00	\$0.00	\$398.00	\$0.00	\$0.00	\$0.00	\$392.00
01-01-03	E-Fee 5300-1-0500-4160-77	\$392.00	\$6.00	\$0.00	\$398.00	\$0.00	\$0.00	\$0.00	\$392.00
01-02-00	Auditors 0001-1-9010-4100-07	\$920.00	\$5.00	\$0.00	\$925.00	\$0.00	\$0.00	\$0.00	\$920.00
01-03-01	Co Tran Tax0001-1-8110-4040	\$2,231.25	\$0.00	\$0.00	\$2,231.25	\$0.00	\$0.00	\$0.00	\$2,231.25
01-03-02	State Tran Tax	\$10,703.95	\$0.00	\$0.00	\$10,703.95	\$0.00	\$0.00	\$0.00	\$10,703.95
01-05-02	Copies 0001-1-8110-4000-07	\$717.31	\$0.00	\$0.00	\$717.31	\$0.00	\$0.00	\$0.00	\$717.31
	***** Account Group 01 Total *****	\$23,858.51	\$147.00	\$0.00	\$24,005.51	\$0.00	\$0.00	\$0.00	\$23,858.51
02-04-01	Marr Co 0001-1-8110-4170-07	\$96.00	\$0.00	\$24.00	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00
02-04-02	Marriage License - State	\$744.00	\$0.00	\$186.00	\$930.00	\$0.00	\$0.00	\$0.00	\$930.00
02-04-03	3 Day Waiver	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
02-04-04	Vitalcertco0001-1-8110-4130-C	\$669.00	\$0.00	\$28.00	\$697.00	\$0.00	\$0.00	\$0.00	\$697.00
02-04-05	Vital Cert State	\$2,656.00	\$0.00	\$112.00	\$2,768.00	\$0.00	\$0.00	\$0.00	\$2,768.00
	***** Account Group 02 Total *****	\$4,165.00	\$0.00	\$350.00	\$4,515.00	\$0.00	\$0.00	\$0.00	\$4,515.00
03-01-01	Passprt Co 0001-1-8110-4150-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03-01-02	Passport - Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03-03-01	Expedite Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	***** Account Group 03 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-00	Hunting & Fishing/Elsi	\$195.50	\$0.00	\$18.50	\$214.00	\$0.00	\$0.00	\$0.00	\$214.00
05-01-01	H&Fw/Elsi 0001-1-8110-4030-	\$143.75	\$0.00	\$16.75	\$160.50	\$0.00	\$0.00	\$0.00	\$160.50
05-01-04	Boat Registration Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-05	Snow & Atv Registration Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-06	Boat Title Fee	\$95.00	\$0.00	\$20.00	\$115.00	\$0.00	\$0.00	\$0.00	\$115.00
05-01-07	Boat Lien Fee	\$40.00	\$0.00	\$5.00	\$45.00	\$0.00	\$0.00	\$0.00	\$45.00
05-01-08	Snow Title Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-09	Snow Lien Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-10	Atv Title Fee	\$105.00	\$0.00	\$5.00	\$110.00	\$0.00	\$0.00	\$0.00	\$110.00
05-01-11	Atv Lien Fee	\$40.00	\$0.00	\$0.00	\$40.00	\$0.00	\$0.00	\$0.00	\$40.00
05-01-12	Rsu Perm/Elsi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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**Revenue Totals**

**Charge Payment Totals**

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
05-01-13	Nrohvu Perm/Eisi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-14	Nrsu Perm/Eisi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-01	Boat,Write 0001-1-8110-4020-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-03	Sno/Atv Wf 0001-1-8110-4010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-04	Atv/Orv T&L Co 00011811040'	\$145.00	\$0.00	\$5.00	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
05-02-05	Snow T&L Co 001-1-8110-401-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-06	Bt Title Co 001-1-6110-4120-2:	\$95.00	\$0.00	\$20.00	\$115.00	\$0.00	\$0.00	\$0.00	\$115.00
05-02-07	Bt Lien Co 0001-1-8110-4180-	\$40.00	\$0.00	\$5.00	\$45.00	\$0.00	\$0.00	\$0.00	\$45.00
05-03-01	Use Tax	\$3,474.00	\$0.00	\$72.00	\$3,546.00	\$0.00	\$0.00	\$0.00	\$3,546.00
05-03-02	la Sales Tax	\$1,573.17	\$0.00	\$162.00	\$1,735.17	\$0.00	\$0.00	\$0.00	\$1,735.17
05-03-03	Local Option Tax	\$193.97	\$0.00	\$25.00	\$218.97	\$0.00	\$0.00	\$0.00	\$218.97
05-03-04	School Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-03-05	Overpaymt 0001-4-0054-8220-	\$60.40	\$0.00	\$0.00	\$60.40	\$0.00	\$0.00	\$0.00	\$60.40
05-03-06	Rvrs	\$1,226.15	\$0.00	\$111.45	\$1,337.60	\$0.00	\$0.00	\$0.00	\$1,337.60
*****	Account Group 05 Total *****	\$7,426.94	\$0.00	\$465.70	\$7,892.64	\$0.00	\$0.00	\$0.00	\$7,892.64
06-01-01	Balance Brought Forward	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
06-01-02	Payment	\$57.00	\$0.00	\$0.00	\$57.00	\$0.00	\$0.00	\$0.00	\$57.00
*****	Account Group 06 Total *****	\$57.00	\$0.00	\$0.00	\$57.00	\$0.00	\$0.00	\$0.00	\$57.00
07-01-01	Ucc Search 0001-1-8110-4000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-01-02	Ucc1/Term 0001-1-8110-4000-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-02-01	Fedtxsrch0001-1-8110-400C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-03-01	Interest On Bank Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*****	Account Group 07 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08-01-01	Ciris-Standard Fee	\$4,470.00	\$0.00	\$0.00	\$4,470.00	\$0.00	\$0.00	\$0.00	\$4,470.00
08-01-02	Ciris-Document Management I	\$212.00	\$0.00	\$0.00	\$212.00	\$0.00	\$0.00	\$0.00	\$212.00
08-01-03	Ciris-Erecording Fee	\$212.00	\$0.00	\$0.00	\$212.00	\$0.00	\$0.00	\$0.00	\$212.00
08-01-04	Ciris-Additional Tran Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08-01-05	Ciris-Transfer Fee	\$135.00	\$0.00	\$0.00	\$135.00	\$0.00	\$0.00	\$0.00	\$135.00
08-01-06	Ciris-Transfer Tax	\$2,146.40	\$0.00	\$0.00	\$2,146.40	\$0.00	\$0.00	\$0.00	\$2,146.40

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**Revenue Totals**

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
*****	Account Group 08 Total *****	\$7,175.40	\$0.00	\$0.00	\$7,175.40	\$0.00	\$0.00	\$0.00	\$7,175.40
11-66-10	Writing Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*****	Account Group 11 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
55-55-55	Federal Duck Stamp	\$50.00	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00
*****	Account Group 55 Total *****	\$50.00	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00
	<b>Final Totals :</b>	<b>\$42,732.85</b>	<b>\$147.00</b>	<b>\$815.70</b>	<b>\$43,695.55</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$43,548.55</b>

**Charge Payment Totals**

**Counts/Totals From 7/1/2015 Through 7/31/2015**

Cash Total :	\$12,412.67	+
Check Total :	\$30,379.86	+
Other Pay Total :	\$815.70	+
Change Total :	\$59.68	-
<b>Subtotal :</b>	<b>\$43,548.55</b>	
Charge Total :	\$147.00	+
<b>Grand Total :</b>	<b>\$43,695.55</b>	

Number of Cash Payments :	354
Number of Check Payments :	402
Number of Change Payments :	16
Number of Charge Payments :	5
Number of Other Payments :	23
Number of Receipts :	731
Number of Voids :	14

<b>Charge Information</b>
Balance Forward Information
Number of Payments on Account : 1
Total Paid on Account : \$57.00

**Other Payment Breakdown**

Other Payment Method	Total Count	Total Paid
CREDIT CARD	21	\$815.70
<b>Total :</b>	<b>21</b>	<b>\$815.70</b>



August 18, 2015

Tuesday, August 18, 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 Brock, seconded by Stevenson to open a public hearing in regard to Ordinance #62, an ordinance to establish a policy for the construction and reconstruction of roadways and bridges on the Jasper County Secondary Roads System.

YEA: STEVENSON, BROCK, 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.

YEA: STEVENSON, BROCK, CARPENTER

Motion by Stevenson, seconded by Brock to waive the 2<sup>nd</sup> and 3<sup>rd</sup> public hearings and to adopt Ordinance #62 to establish a policy for the construction and reconstruction of roadways and bridges on the Jasper County Secondary Roads System.

YEA: BROCK, STEVENSON, CARPENTER

Motion by Brock, seconded by Stevenson to adopt Resolution 15-36 finding and acknowledging that REG Newton, LLC has satisfied its obligations under the Agreement for Private Redevelopment.

YEA: STEVENSON, BROCK, 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 approve the cancellation of unclaimed warrants that are over a year old. Daniel Thompson \$5.00 and Marta Ford \$46.17.

YEA: STEVENSON, BROCK, CARPENTER

Motion by Brock, seconded by Stevenson to approve Board of Supervisors minutes for August 11, 2015.

YEA; STEVENSON, BROCK, CARPENTER

Care Facility Demolition Report: Supervisor Brock reported that sewer, electric and water lines were still being located at the Old County Care Facility.

Motion by Carpenter, seconded by Stevenson to approve the appointment of Connie Bunse to the County Compensation Commission for 2015.

YEA: BROCK, CARPENTER, STEVENSON

Motion by Brock, seconded by Stevenson to adjourn the Tuesday, August 18, 2015 meeting of the Jasper County Board of Supervisors.

YEA: STEVENSON, BROCK, CARPENTER