

# Jasper County, Iowa

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## JASPER COUNTY BOARD OF SUPERVISORS AGENDA

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

September 4, 2018

9:30 a.m.

Pledge of Allegiance

- Item 1      **Public Hearing**  
First Reading of Ordinance 15E Jasper County Floodplain Management, to establish comprehensive floodplain management regulations for Jasper County and provide for the administration, enforcement and amendment thereof, in accordance with the provisions of Chapter 335, Code of Iowa, and for the repeal of the existing Jasper County Floodplain Management Ordinance 15D in its entirety.
  
- Item 2      **Buildings & Ground – Adam Sparks**
  - a) Jail Pod Renovation
  
- Item 3      **Engineer – Russ Stutt**
  - a) Resolution to Apply for Sign Replacement Program for Cities & Counties Funds
  - b) Resolution Designating a 45 MPH Speed Limit on a Portion of F17
  
- Item 4      **Information Systems – Ryan Eaton**
  - a) Upgrade & Add Jail Cameras
  
- Item 5      **Farm Lease Notice**
  
- Item 6      **1 Source Solar, LLC – Dylan Holdsworth, Renewable Energy Consultant**
  
- Item 7      **Approval of Board of Supervisors minutes for 8/28/2018**
  
- Item 8      **Employee Evaluation**

**PUBLIC INPUT & COMMENTS**

# BEFORE THE BOARD OF SUPERVISORS OF JASPER COUNTY, IOWA

## ORDINANCE NO. 15E

AN ORDINANCE ESTABLISHING COMPREHENSIVE FLOODPLAIN MANANGEMENT REGULATIONS FOR JASPER COUNTY, IOWA, AND PROVIDING FOR THE ADMINISTRATION, ENFORCEMENT, AND AMENDMENT THEREOF, IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 335, CODE OF IOWA, AND FOR THE REPEAL OF THE EXISTING JASPER COUNTY FLOODPLAIN MANAGEMENT ORDINANCE #15D IN ITS ENTIRETY AND REPLACING IN LIEU THERE OF THE FOLLOWING:

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## FLOODPLAIN MANAGEMENT ORDINANCE

### (SECTION I) - Definitions

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application.

**APPURTENANT STRUCTURE** – A structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

**BASE FLOOD** - The flood having one (1) percent chance of being equaled or exceeded in any given year (Also commonly referred to as the “100-year flood”).

**BASE FLOOD ELEVATION (BFE)** – The elevation floodwaters would reach at a particular site during the occurrence of a base flood event.

**BASEMENT** - Any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Also see "lowest floor."

**DEVELOPMENT** - Any man-made change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations or storage of equipment or materials. “Development” does not include “minor projects” or “routine maintenance of existing buildings and facilities” as defined in this section. It also does not include gardening, plowing, and similar practices that do not involve filling or grading.

**ENCLOSED AREA BELOW LOWEST FLOOR** – The floor of the lowest enclosed area in a building when all the following criteria are met:

- a. The enclosed area is designed to flood to equalize hydrostatic pressure during flood events with walls or openings that satisfy the provisions of (SECTION VI(D)1) of this Ordinance, and
- b. The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage, and
- c. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one (1) foot above the base flood elevation, and
- d. The enclosed area is not a "basement" as defined in this section.

EXISTING CONSTRUCTION - Any structure for which the "start of construction" commenced before the effective date of the first floodplain management regulations adopted by the community.

EXISTING FACTORY-BUILT HOME PARK OR SUBDIVISION - A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by the community.

EXPANSION OF EXISTING FACTORY-BUILT HOME PARK OR SUBDIVISION - The preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FACTORY-BUILT HOME - Any structure, designed for residential use which is wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this Ordinance factory-built homes include mobile homes, manufactured homes, and modular homes; and also include "recreational vehicles" which are placed on a site for greater than 180 consecutive days and not fully licensed for and ready for highway use.

FACTORY-BUILT HOME PARK - A parcel or contiguous parcels of land divided into two or more factory-built home lots for sale or lease.

FIVE HUNDRED (500) YEAR FLOOD – A flood, the magnitude of which has a two-tenths (0.2) percent chance of being equaled or exceeded in any given year or which, on average, will be equaled or exceeded at least once every five hundred (500) years.

FLOOD - A general and temporary condition of partial or complete inundation of normally dry land areas resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source.

FLOOD INSURANCE RATE MAP (FIRM) - The official map prepared as part of (but published separately from) the Flood Insurance Study which delineates both the flood hazard areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) – A report published by FEMA for a community issued along with the community's Flood Insurance Rate Map(s). The study contains such background data as the base flood discharge and water surface elevations that were used to prepare the FIRM.

FLOODPLAIN - Any land area susceptible to being inundated by water as a result of a flood.

FLOODPLAIN MANAGEMENT - An overall program of corrective and preventive measures for reducing flood damages and promoting the wise use of floodplains, including but not limited to emergency preparedness plans, flood control works, floodproofing and floodplain management regulations.

FLOODPROOFING - Any combination of structural and nonstructural additions, changes, or adjustments to structures, including utility and sanitary facilities, which will reduce or eliminate flood damage to such structures.

FLOODWAY - The channel of a river or stream and those portions of the floodplains adjoining the channel, which are reasonably required to carry and discharge flood waters or flood flows so that confinement of flood flows to the floodway area will not cumulatively increase the water surface elevation of the base flood by more than one (1) foot.

FLOODWAY FRINGE - Those portions of the Special Flood Hazard Area outside the floodway.

HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure

HISTORIC STRUCTURE - Any structure that is:

- a. Listed individually in the National Register of Historic Places, maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing of the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
- d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by either i) an approved state program as determined by the Secretary of the Interior or ii) directly by the Secretary of the Interior in states without approved programs.

LOWEST FLOOR - The floor of the lowest enclosed area in a building including a basement except when the criteria listed in the definition of Enclosed Area below Lowest Floor are met.

MAXIMUM DAMAGE POTENTIAL USES - Hospitals and like institutions; buildings or building complexes containing documents, data, or instruments of great public value; buildings or building complexes containing materials dangerous to the public or fuel storage facilities; power installations needed in emergency or other buildings or building complexes similar in nature or use.

MINOR PROJECTS - Small development activities (except for filling, grading and excavating) valued at less than \$500.

NEW CONSTRUCTION - (new buildings, factory-built home parks) - Those structures or development for which the start of construction commenced on or after the effective date of the first floodplain management regulations adopted by the community.

NEW FACTORY-BUILT HOME PARK OR SUBDIVISION - A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the effective date of the first floodplain management regulations adopted by the community.

RECREATIONAL VEHICLE - A vehicle which is:

- a. Built on a single chassis;
- b. Four hundred (400) square feet or less when measured at the largest horizontal projection;
- c. Designed to be self-propelled or permanently towable by a light duty truck; and
- d. Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.

ROUTINE MAINTENANCE OF EXISTING BUILDINGS AND FACILITIES – Repairs necessary to keep a structure in a safe and habitable condition that do not trigger a building permit, provided they are not associated with a general improvement of the structure or repair of a damaged structure. Such repairs include:

- a) Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding;
- b) Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work;
- c) Basement sealing;
- d) Repairing or replacing damaged or broken window panes;
- e) Repairing plumbing systems, electrical systems, heating or air conditioning systems and repairing wells or septic systems.

SPECIAL FLOOD HAZARD AREA (SFHA)- The land within a community subject to the "base flood". This land is identified on the community's Flood Insurance Rate Map as Zone A, A1-30, AE, AH, AO, AR, and/or A99.

START OF CONSTRUCTION - Includes substantial improvement, and means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement, was within 180 days of the permit date. The actual start means either the first placement or permanent construction of a structure

on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or the placement of a factory-built home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

**STRUCTURE** - Anything constructed or erected on the ground or attached to the ground, including, but not limited to, buildings, factories, sheds, cabins, factory-built homes, storage tanks, grain storage facilities and/or other similar uses.

**SUBSTANTIAL DAMAGE** - Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the estimated cost of repair.

Substantial damage also means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the estimated cost of repair.

**SUBSTANTIAL IMPROVEMENT** - Any improvement to a structure which satisfies either of the following criteria:

1. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure either (i) before the "start of construction" of the improvement, or (ii) if the structure has been "substantially damaged" and is being restored, before the damage occurred.

Any repair, reconstruction or improvement of a structure taking place during a 10-year period, the cumulative cost of which, equals or exceeds fifty (50) percent of the market value of the structure either (i) before the "start of construction" of the first improvement of the structure, or (ii) if the structure has been "substantially damaged" and is being restored, before the damage occurred.

The term does not, however, include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions. The term also does not include any alteration of an "historic structure", provided the alteration will not preclude the structure's designation as an "historic structure".

2. Any addition which increases the original floor area of a building by 25 percent or more. All additions constructed after the effective date of the first floodplain management

regulations adopted by the community shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent.

VARIANCE - A grant of relief by a community from the terms of the floodplain management regulations.

VIOLATION - The failure of a structure or other development to be fully compliant with the community's floodplain management regulations.

(SECTION II) - Statutory Authority, Findings of Fact and Purpose

A. The Legislature of the State of Iowa has in Chapter 335, Code of Iowa, as amended, delegated the power to counties to enact zoning regulations to secure safety from flood and to promote health and the general welfare.

B. Findings of Fact

1. The flood hazard areas of Jasper County are subject to periodic inundation which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base all of which adversely affect the public health, safety and general welfare of the community.
2. These flood losses, hazards, and related adverse effects are caused by: (i) The occupancy of flood hazard areas by uses vulnerable to flood damages which create hazardous conditions as a result of being inadequately elevated or otherwise protected from flooding and (ii) the cumulative effect of obstructions on the floodplain causing increases in flood heights and velocities.

C. Statement of Purpose

It is the purpose of this Ordinance to protect and preserve the rights, privileges and property of Jasper County and its residents and to preserve and improve the peace, safety, health, welfare, and comfort and convenience of its residents by minimizing those flood losses described in (SECTION II(B)1) of this Ordinance with provisions designed to:

1. Restrict or prohibit uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities.
2. Require that uses vulnerable to floods, including public facilities which serve such uses, be protected against flood damage at the time of initial construction or substantial improvement.
3. Protect individuals from buying lands which may not be suited for intended purposes because of flood hazard.



4. Assure that eligibility is maintained for property owners in the community to purchase flood insurance through the National Flood Insurance Program.

(SECTION III) - General Provisions

A. Lands to Which Ordinance Apply

The provisions of this Ordinance shall apply to all lands within the jurisdiction of the county of Jasper County which are located within the boundaries of the Floodplain (Overlay) District as established in (SECTION V).

B. Rules for Interpretation of Floodplain (Overlay) District

The boundaries of the Floodplain (Overlay) District areas shall be determined by scaling distances on the official Flood Insurance Rate Map. When an interpretation is needed as to the exact location of a boundary, the Director of Community Development shall make the necessary interpretation. The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Director of Community Development in the enforcement or administration of this Ordinance.

C. Compliance

No structure or land shall hereafter be used and no structure shall be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations which apply to uses within the jurisdiction of this Ordinance.

D. Abrogation and Greater Restrictions

It is not intended by this Ordinance to repeal, abrogate or impair any existing easements, covenants, or deed restrictions. However, where this Ordinance imposes greater restrictions, the provision of this Ordinance shall prevail. All other ordinances inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency only.

E. Interpretation

In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by State statutes.

F. Warning and Disclaimer of Liability

The standards required by this Ordinance are considered reasonable for regulatory purposes. This Ordinance does not imply that areas outside the designated Floodplain (Overlay) District

areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of Jasper County or any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made there under.

#### G. Severability

If any section, clause, provision or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

#### (SECTION IV) - Administration

##### A. Appointment, Duties and Responsibilities of Local Official

1. The Director of Community Development is hereby appointed to implement and administer the provisions of this Ordinance and will herein be referred to as the Administrator.
2. Duties and responsibilities of the Administrator shall include, but not necessarily be limited to the following:
  - a. Review all floodplain development permit applications to assure that the provisions of this Ordinance will be satisfied.
  - b. Review floodplain development applications to assure that all necessary permits have been obtained from federal, state and local governmental agencies including approval when required from the Department of Natural Resources for floodplain construction.
  - c. Record and maintain a record of (i) the elevation (in relation to North American Vertical Datum 1988 of the lowest floor (including basement) of all new or substantially improved structures or (ii) the elevation to which new or substantially improved structures have been floodproofed.
  - d. Notify adjacent communities/counties and the Department of Natural Resources prior to any proposed alteration or relocation of a watercourse and submit evidence of such notifications to the Federal Emergency Management Agency.
  - e. Keep a record of all permits, appeals and such other transactions and correspondence pertaining to the administration of this Ordinance.
  - f. Submit to the Federal Insurance Administrator an annual report concerning the community's participation, utilizing the annual report form supplied by the Federal Insurance Administrator.

- g. Notify the Federal Insurance Administration of any annexations or modifications to the community's boundaries.
- h. Review subdivision proposals to insure such proposals are consistent with the purpose of this ordinance and advise the Jasper County Zoning Commission of potential conflict.
- i. Maintain the accuracy of the community's Flood Insurance Rate Maps when;
  - 1. Development placed within the Floodway (Overlay) District results in any of the following:
    - a) An increase in the Base Flood Elevations, or
    - b) Alteration to the floodway boundary
  - 2. Development place in Zones A, AE, AH, and A1-30 that does not include a designated floodway that will cause a rise of more than one foot in the base elevation; or
  - 3. Development relocates or alters the channel.

Within 6 months of the completion of the development, the applicant shall submit to FEMA all scientific and technical data necessary for a Letter of Map Revision.
- j. Perform site inspections to ensure compliance with the standards of this Ordinance.
- k. Forward all requests for Variances to the Board of Adjustment for consideration. Ensure all requests include the information ordinarily submitted with applications as well as any additional information deemed necessary to the Board of Adjustment.

B. Floodplain Development Permit

- 1. Permit Required - A Floodplain Development Permit issued by the Administrator shall be secured prior to any floodplain development (any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, filling, grading, paving, excavation or drilling operations), including the placement of factory-built homes.
- 2. Application for Permit - Application shall be made on forms furnished by the Administrator and shall include the following:
  - a. Description of the work to be covered by the permit for which application is to be made.
  - b. Description of the land on which the proposed work is to be done (i.e., lot, block, track, street address or similar description) that will readily identify and locate the work to be done.

- c. Location and dimensions of all buildings and building additions
  - d. Indication of the use or occupancy for which the proposed work is intended.
  - e. Elevation of the base flood.
  - f. Elevation (in relation to North American Vertical Datum 1988 of the lowest floor (including basement) of buildings or of the level to which a building is to be floodproofed.
  - g. For buildings being improved or rebuilt, the estimated cost of improvements and market value of the building prior to the improvements.
  - h. Such other information as the Administrator deems reasonably necessary (e.g., drawings or a site plan) for the purpose of this Ordinance.
3. Action on Permit Application - The Administrator shall, within a reasonable time, make a determination as to whether the proposed floodplain development meets the applicable standards of this Ordinance and shall approve or disapprove the application. For disapprovals, the applicant shall be informed, in writing, of the specific reasons therefore. The Administrator shall not issue permits for variances except as directed by the County Board of Adjustment.
4. Construction and Use to be as Provided in Application and Plans - Floodplain Development Permits based on the basis of approved plans and applications authorize only the use, arrangement, and construction set forth in such approved plans and applications and no other use, arrangement or construction. Any use, arrangement, or construction at variance with that authorized shall be deemed a violation of this Ordinance. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the State of Iowa, that the finished fill, building floor elevations, floodproofing, or other flood protection measures were accomplished in compliance with the provisions of this Ordinance, prior to the use or occupancy of any structure.

(SECTION V) - Establishment of Floodplain (Overlay) District

The areas within the jurisdiction of Jasper County having special flood hazards are hereby designated as a Floodplain (Overlay) District and shall be subject to the standards of the Floodplain (Overlay) District (as well as those for the underlying zoning district). The Floodplain (Overlay) District boundaries shall be as shown on the Flood Insurance Rate Map (FIRM) for Jasper County and Incorporated Areas, dated (OCTOBER 5, 2018).

(SECTION VI) - Standards for Floodplain (Overlay) District

All uses must be consistent with the need to minimize flood damage and meet the following applicable performance standards. Where base flood elevations have not been provided on the Flood Insurance Rate Map, the Iowa Department of Natural Resources shall be contacted to compute such data. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determination.

A. All development within the Floodplain (Overlay) District shall:

1. Be consistent with the need to minimize flood damage.
2. Use construction methods and practices that will minimize flood damage.
3. Use construction materials and utility equipment that are resistant to flood damage.
4. Obtain all other necessary permits from federal, state and local governmental agencies including approval when required from the Iowa Department of Natural Resources.

B. Residential buildings - All new or substantially improved residential structures shall have the lowest floor, including basement, elevated a minimum of one (1) foot above the base flood elevation. Construction shall be upon compacted fill which shall, at all points, be no lower than 1.0 ft. above the base flood elevation and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon. Alternate methods of elevating (such as piers or extended foundations) may be allowed where existing topography, street grades, or other factors preclude elevating by fill. In such cases, the methods used must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding.

All new residential structures located in areas that would become isolated due to flooding of surrounding ground shall be provided with a means of access that will be passable by wheeled vehicles during the base flood. However, this criterion shall not apply where the Administrator determines there is sufficient flood warning time for the protection of life and property. When estimating flood warning time, consideration shall be given to the criteria listed in 567-75.2(3), Iowa Administrative Code.

C. Non-residential buildings - All new or substantially improved non-residential buildings shall have the lowest floor (including basement) elevated a minimum of one (1) foot above the base flood elevation, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the base flood; and that the structure, below the base flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988 to which any structures are floodproofed shall be maintained by the Administrator.

D. All new and substantially improved structures:

1. Fully enclosed areas below the "lowest floor" (not including basements) that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:
  - a. A minimum of two (2) openings, with positioning on at least two (2) walls, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
  - b. The bottom of all openings shall be no higher than one foot above grade.
  - c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic entry and exit of floodwaters.

Such areas shall be used solely for parking of vehicles, building access and low damage potential storage.

2. New and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
3. New and substantially improved structures must be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities elevated or floodproofed to a minimum of one (1) foot above the base flood elevation).

E. Factory-built homes:

1. All factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one (1) foot above the 100-year flood level.
2. All factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. Anchorage systems may include, but are not limited to, use of over-the-top or frame ties to ground anchors as required by the State Building Code.

F. Utility and Sanitary Systems:

1. On-site waste disposal and water supply systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.

2. All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system as well as the discharge of effluent into flood waters. Wastewater treatment facilities (other than on-site systems) shall be provided with a level of flood protection equal to or greater than one (1) foot above the base flood elevation.
3. New or replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system. Water supply treatment facilities (other than on-site systems) shall be provided with a level of protection equal to or greater than one (1) foot above the base flood elevation.
4. Utilities such as gas or electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.

G. Storage of materials and equipment that are flammable, explosive or injurious to human, animal or plant life is prohibited unless elevated a minimum of one (1) foot above the base flood elevation. Other material and equipment must either be similarly elevated or (i) not be subject to major flood damage and be anchored to prevent movement due to flood waters or (ii) be readily removable from the area within the time available after flood warning.

H. Flood control structural works such as levees, flood walls, etc. shall provide, at a minimum, protection from the base flood with a minimum of 3 ft. of design freeboard and shall provide for adequate interior drainage. In addition, structural flood control works shall be approved by the Department of Natural Resources.

I. Watercourse alterations or relocations must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the Department of Natural Resources.

J. Subdivisions (including factory-built home parks and subdivisions) shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals (including the installation of public utilities) shall meet the applicable performance standards of this Ordinance. Subdivision proposals intended for residential use shall provide all lots with a means of access which will be passable by wheeled vehicles during the base flood. Proposals for subdivisions greater than five (5) acres or fifty (50) lots (whichever is less) shall include 100-year flood elevation data for those areas located within the Floodplain (Overlay) District.

K. Accessory Structures to Residential Uses

1. Detached garages, sheds, and similar structures that are incidental to a residential use are exempt from the base flood elevation requirements where the following criteria are satisfied.

- a. The structure shall be designed to have low flood damage potential. Its size shall not exceed 600 sq. ft. in size. Those portions of the structure located less than 1 foot above the BFE must be constructed of flood-resistant materials.
  - b. The structure shall be used solely for low flood damage potential purposes such as vehicle parking and limited storage. The structure shall not be used for human habitation.
  - c. The structure shall be constructed and placed on the building site so as to offer minimum resistance to the flow of floodwaters.
  - d. The structure shall be firmly anchored to resist flotation, collapse and lateral movement.
  - e. The structure's service facilities such as electrical and heating equipment shall be elevated or floodproofed to at least one foot above the base flood elevation.
  - f. The structure's walls shall include openings that satisfy the provisions of (Section VI (D) 1) of this Ordinance.
2. Exemption from the 100-year flood elevation requirements for such a structure may result in increased premium rates for flood insurance coverage of the structure and its contents.

L. Recreational Vehicles

1. Recreational vehicles are exempt from the requirements of (SECTION VI (E)) of this Ordinance regarding anchoring and elevation of factory-built homes when the following criteria are satisfied.
  - a. The recreational vehicle shall be located on the site for less than 180 consecutive days, and,
  - b. The recreational vehicle must be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system and is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.
2. Recreational vehicles that are located on the site for more than 180 consecutive days or are not ready for highway use must satisfy requirements of (SECTION IV(E)) of this Ordinance regarding anchoring and elevation of factory-built homes.

M. Pipeline river and stream crossings shall be buried in the streambed and banks, or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering.

N. Maximum Damage Potential Uses – All new or substantially improved maximum damage potential uses shall have the lowest floor (including basement) elevated a minimum of one (1) foot above the elevation of the 500-year flood, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing



methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the base flood; and that the structure, below the base flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988 to which any structures are floodproofed shall be maintained by the Administrator. Where 0.2% chance flood elevation data has not been provided in the Flood Insurance Study, the Iowa Department of Natural Resources shall be contacted to compute such data. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determinations.

(SECTION VII) - Establishment of Variance Procedures

1. The Board of Adjustment may authorize upon request in specific cases such variances from the terms of this Ordinance that will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this Ordinance will result in unnecessary hardship. Variances granted must meet the following applicable standards.
  - a. Variances shall only be granted upon: (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local codes or ordinances.
  - b. Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
  - c. In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this Ordinance, the applicant shall be notified in writing over the signature of the Administrator that: (i) the issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction increases risks to life and property.
2. Factors Upon Which the Decision of the Board of Adjustment Shall be Based - In passing upon applications for Variances, the Board shall consider all relevant factors specified in other sections of this Ordinance and:
  - a. The danger to life and property due to increased flood heights or velocities caused by encroachments.

- b. The danger that materials may be swept on to other land or downstream to the injury of others.
  - c. The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
  - d. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
  - e. The importance of the services provided by the proposed facility to the County.
  - f. The requirements of the facility for a floodplain location.
  - g. The availability of alternative locations not subject to flooding for the proposed use.
  - h. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
  - i. The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
  - j. The safety of access to the property in times of flood for ordinary and emergency vehicles.
  - k. The expected heights, velocity, duration, rate of rise and sediment transport of the flood water expected at the site.
  - l. The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities (sewer, gas, electrical and water systems), facilities, streets and bridges.
  - m. Such other factors which are relevant to the purpose of this Ordinance.
3. Conditions Attached to Variances - Upon consideration of the factors listed above, the Board of Adjustment may attach such conditions to the granting of variances as it deems necessary to further the purpose of this Ordinance. Such conditions may include, but not necessarily be limited to:
- a. Modification of waste disposal and water supply facilities.
  - b. Limitation of periods of use and operation.
  - c. Imposition of operational controls, sureties, and deed restrictions.

- d. Requirements for construction of channel modifications, dikes, levees, and other protective measures, provided such are approved by the Department of Natural Resources and are deemed the only practical alternative to achieving the purpose of this Ordinance.
- e. Floodproofing measures.

(SECTION VIII) - Nonconforming Uses

- A. A structure or the use of a structure or premises which was lawful before the passage or amendment of this Ordinance, but which is not in conformity with the provisions of this Ordinance, may be continued subject to the following conditions:
  - 1. If such use is discontinued for six (6) consecutive months, any future use of the building premises shall conform to this Ordinance.
  - 2. Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.
- B. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than fifty (50) percent of the market value of the structure before the damage occurred, unless it is reconstructed in conformity with the provisions of this Ordinance. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building or safety codes or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, provided that the alteration shall not preclude its continued designation.

(SECTION IX) - Penalties for Violation

Violations of the provisions of this Ordinance or failure to comply with any of the requirements shall constitute a misdemeanor. Any person who violates this Ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$(500.00 (FIVE HUNDRED)) or imprisoned for not more than (THIRTY (30) days). Nothing herein contained prevent the county of Jasper County from taking such other lawful action as is necessary to prevent or remedy violation.

(SECTION X) - Amendments

The regulations and standards set forth in this Ordinance may from time to time be amended, supplemented, changed, or repealed. No amendment, supplement, change, or modification shall be undertaken without prior approval of the Department of Natural Resources.

ADOPTED AND PASSED by the Board of Supervisors of the County of Jasper  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Chairman

Seal of County

Attest:

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

Public Hearing Date: \_\_\_\_\_

Publication Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Note: All Ordinances must be properly certified.

SECTION 00 4100

BID FORM

PROJECT: JASPER COUNTY JAIL - DORMITORY RENOVATION

BID TO: Jasper County, Iowa  
Jasper County Courthouse, Room 203, Newton, IA 50208

DELIVER BID TO: Jasper County Courthouse, Room 203  
Newton, IA 50208

2018 AUG 31 AM 9:21  
DENNIS A. PARSONS  
JASPER COUNTY AUDITOR

SUBMITTED BY: Garling Construction, Inc., 1120 - 11th St, Belle Plaine, IA 52208  
(BIDDER TO ENTER NAME AND ADDRESS).

Bidder's Full Name Garling Construction, Inc.

Address 1120 - 11th St

City, State, Zip Belle Plaine, IA 52208

NOTE: Submit one copy of this Bid Form. All blanks shall be completed. Only bids on this form will be accepted. Submit Bid Security, if required, in separate envelope. Bidder shall carefully review the Instructions to Bidders and Supplementary Instructions to Bidders prior to completing this form.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the schedule indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the day of Bid opening.
2. The undersigned Bidder submits, herewith, bid security in accordance with the terms set forth in the Advertisement for Bids and Supplementary Instructions to Bidders.
3. The Bidder has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged:

<u>DATE</u>	<u>NUMBER</u>
7-16-18	/
<i>Revised</i> 8-20-18	

4. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
5. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

**Jasper County Jail - Dormitory Renovation  
Project # 4181360**

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6. BIDDER will complete the Work in accordance with the Contract Documents for the following bid price(s):
- Lump Sum Bid Price One Hundred Thirty two Thousand 132,000  
(use words)
7. BIDDER agrees that the Work will be completed in accordance with the project schedule in the Advertisement for Bids.
8. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
9. Bidder certifies that this proposal is made in good faith, without collusion or in connection with any other person, organization, or corporation bidding on the work.
10. The following documents are attached to and made a condition of this Bid:
- a. Required Bid Security in the amount of 5% and in the form of Bid Bond. SUBMITTED IN A SEPARATE ENVELOPE.
  - b. 00 4100.03 - Non-Collusion Affidavit.
  - c. 00 4100.01 - Bidder Status Form and 00 4100.02 - Authorization to Transact Business Worksheet.
11. This Bid submitted on March 28, 2018.
12. State Contractor License No. C086025.
13. The bidder shall not make any revisions to the bid forms and shall not devise any alternates other than those provided. Any such notes, revisions, or comments shall be grounds for rejection of the bid as not being responsive.
14. Complete the applicable item(s) listed below. If this Bid is submitted by an agent of BIDDER, attach a current Power-of-Attorney certifying the agent's authority to bind the BIDDER.

If BIDDER IS:

An Individual

By: \_\_\_\_\_  
(signature of individual) (typed or printed name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

A Partnership

By: \_\_\_\_\_  
(Firm Name)

\_\_\_\_\_ (signature of general partner) \_\_\_\_\_ (typed or printed name)

Business Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

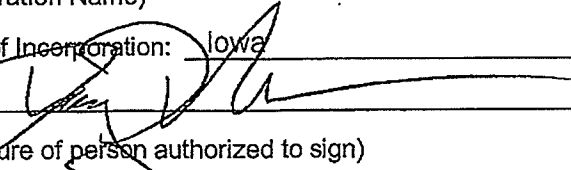
Jasper County Jail - Dormitory Renovation  
Project # 4181360

A Corporation

By: Garling Construction, Inc.

(Corporation Name)

State of Incorporation: Iowa

By: 

(signature of person authorized to sign)

Doug DeMeulenaere, Corporate CEO

(typed or printed name and title)

Attest:  exp - 6-15-21

(Secretary)



Business Address: 1120 - 11th ST, Belle Plaine, IA 52208

Phone No. (319) 444-3409

END OF SECTION

**Jasper County Jail - Dormitory Renovation**  
**Project # 4181360**

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SECTION 00 4100.02

AUTHORIZATION TO TRANSACT BUSINESS WORKSHEET

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa. Circle Yes or No.

- YES  NO My business is currently registered as a contractor with the Iowa Division of Labor.
- YES  NO My business is sole proprietorship & I am an Iowa resident for Iowa income tax purposes.
- YES  NO My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- YES  NO My business is an active corporation with the Iowa Secretary of State & has paid all fees required by the Secretary of State, has filed its most recent biennial report, & has not filed articles of dissolution.
- YES  NO My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, & has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- YES  NO My business is a limited liability partnership which has filed a statement of qualification in this state & the statement has not been canceled.
- YES  NO My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa & a statement of cancellation has not been filed.
- YES  NO My business is a limited partnership or limited liability partnership which has filed a certificate of limited partnership in this state, & has not filed a statement of termination.
- YES  NO My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved & no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- YES  NO My business is a limited liability company whose certificate of organization is filed in Iowa & has not filed a statement of termination.
- YES  NO My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa & the certificate has not been revoked or canceled.

END OF SECTION

Jasper County Jail - Dormitory  
Renovation

Project # 4181360

Issued for Bid: 03-07-2018

AUTHORIZATION TO  
TRANSACT BUSINESS  
WORKSHEET  
00 4100.02-1

**Jasper County Jail - Dormitory Renovation  
Project # 4181360**

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**AUTHORIZATION TO TRANSACT  
BUSINESS WORKSHEET  
00 4100.02-2**

**Issued for Bid: 03-07-2018**

SECTION 00 4100.03  
NON-COLLUSION AFFIDAVIT

THE UNDERSIGNED BIDDER OR AGENT, BEING DULY SWORN ON OATH, SAYS THAT HE/SHE HAS NOT, NOR HAS ANY OTHER MEMBER, REPRESENTATIVE, OR AGENT OF THE FIRM, COMPANY, CORPORATION OR PARTNERSHIP REPRESENTED BY HIM, ENTERED INTO ANY COMBINATION, COLLUSION OR AGREEMENT WITH ANY PERSON RELATIVE TO THE PRICE TO BE BID BY ANYONE AT SUCH LETTING NOR TO PREVENT ANY PERSON FROM BIDDING NOR TO INCLUDE ANYONE TO REFRAIN FROM BIDDING, AND THAT THIS BID IS MADE WITHOUT REFERENCE TO ANY OTHER BID AND WITHOUT ANY AGREEMENT, UNDERSTANDING OR COMBINATION WITH ANY OTHER PERSON IN REFERENCE TO SUCH BIDDING.

HE/SHE FURTHER SAYS THAT NO PERSON OR PERSONS, FIRMS, OR CORPORATION HAS, HAVE OR WILL RECEIVE DIRECTLY OR INDIRECTLY, ANY REBATE, FEE GIFT, COMMISSION OR THING OF VALUE ON ACCOUNT OF SUCH SALE.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

DATED THIS 28th DAY OF March, 2018.

NAME OF ORGANIZATION: Garling Construction, Inc.

TITLE OF PERSON SIGNING: Corporate CEO

SIGNATURE: [Signature]

ACKNOWLEDGEMENT

STATE OF Iowa)

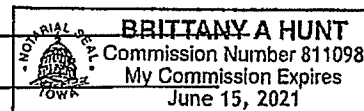
COUNTY OF Benton)

BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED THE ABOVE NAMED AND SWORE THAT THE STATEMENTS CONTAINED IN THE FOREGOING DOCUMENT ARE TRUE AND CORRECT.

SUBSCRIBED AND SWORN TO ME THIS 30th DAY OF August 2018.

NOTARY PUBLIC SIGNATURE: [Signature]

MY COMMISSION EXPIRES: 6-15-21



END OF SECTION



UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909  
Cedar Rapids, Iowa 52407-3909 319-399-5700

Bid Bond

CONTRACTOR: (Name, legal status and address)

Garling Construction, Inc.  
1120 11th Street  
Belle Plaine, IA 52208

SURETY: (Name, legal status and principal place of business)

United Fire & Casualty Company  
118 Second Avenue SE  
P.O. Box 73909  
Cedar Rapids, Iowa 52407

OWNER: (Name, legal status and address)

Jasper County, IA  
Jasper County Courthouse  
Room 203  
Newton, IA 50208

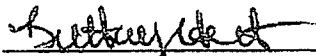
BOND AMOUNT: Five Percent of Bid Amount (5%)


PROJECT: Name, location or address Jasper County Jail - Dormitory Renovation. Renovation of a shell space into a Dormitory Style Housing Unit at the Jasper county Jail, located at 2300 Law Center Drive, Jasper County, IA.

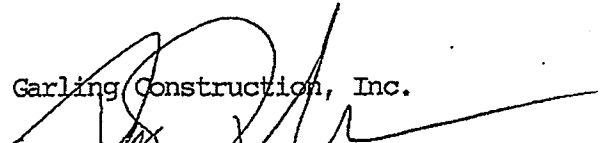
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

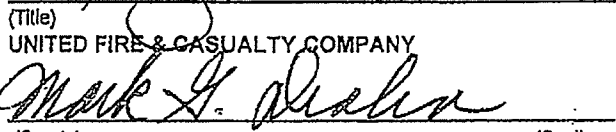
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this 23rd day of March 2018

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

Garling Construction, Inc.  
  
\_\_\_\_\_  
(Principal) (Seal)

(Title)  
UNITED FIRE & CASUALTY COMPANY  
  
\_\_\_\_\_  
(Surety) (Seal)  
Attorney in Fact Mark G. Drahn  
(Title)

CONT0525 (072010)

The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MARK G. BRAHN, JANELLE K. JACK, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 15th day of November, 2019 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2. Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificate attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of November, 2017

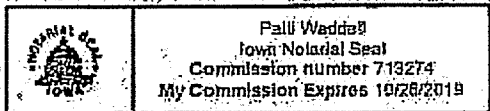


UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 15th day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument, that he knows the seal of said corporations, that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2019

I, Mary A. Bertoch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereto subscribed my name and affixed the corporate seal of the said Corporations this 23rd day of March, 2018.



By: *Mary A. Bertoch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

IOWA DEPARTMENT OF TRANSPORTATION  
**AGREEMENT / RESOLUTION**  
**Sign Replacement Program for Cities & Counties**  
**(SRPFCC)**

ver 02.05.18

Applying as (check one):

- City  
 County

RESOLUTION NO. \_\_\_\_\_

WHEREAS the City/County of Jasper, recognizes the importance of maintaining the regulatory, warning, and school area signs on the road system in conformance with the Manual on Uniform Traffic Control Devices, Federal Highway Administration, U.S. Department of Transportation, and

WHEREAS a review of signs has been conducted by the City/County of Jasper or its agent to identify deficiencies in those signs eligible for replacement under the rules of the program, and

WHEREAS the Iowa Department of Transportation will reimburse up to \$10,000 per county and \$5,000 per city for conforming regulatory, warning, and school area signing materials for the replacement of existing signs to the City/County of Jasper, and

WHEREAS it is understood that applications will be considered in order of receipt and will be limited to replacing eligible regulatory, warning, and school area signs. See, "Signs eligible for SRPFCC".

NOW THEREFORE BE IT AGREED BY THE IOWA COUNTY OR CITY COUNCIL OF Jasper County, THAT:

The City/County is hereby directed to submit the grant application and request for signing materials to replace signs that have been identified as deficient in their review. This application is to be submitted to the Iowa Department of Transportation's Program Coordinator for the Sign Replacement Program for Cities & Counties, and

BE IT FURTHER RESOLVED THAT:

- A) All signing materials must be ordered within 90 days of application approval.
- B) All signing materials will be installed by the City/County of Jasper, within 180 days after the sign materials are furnished, and,
- C) All signs will be installed in compliance with the Manual of Uniform Traffic Control Devices, Federal Highway Administration, U.S. Department of Transportation, as adopted per Iowa Administrative Rules 761, Chapter 130, and,
- D) The City/County of Jasper, will certify in writing to the Department of Transportation's Program Coordinator within 30 days after the sign materials and/or signs have been installed.



IOWA DEPARTMENT OF TRANSPORTATION  
**AGREEMENT / RESOLUTION**  
**Sign Replacement Program for Cities & Counties**  
**(SRPFCC)**

ver 02.05.18

- E) The City/County of Jasper, recognizes that submission of this agreement along with an application, requesting signs and sign posts, represents approval by the city/county to participate in the Sign Replacement Program for Cities & Counties.
  
- F) Cities and counties not complying with the SRPFCC rules will be prohibited from applying for the program for two years.
  
- G) Application must be approved by Iowa DOT prior to ordering signs. Reimbursement, up to the program maximum, will be sent to the grantee AFTER the signs/posts have been installed, the DOT receives a copy of the sign-order invoice and the cancelled sign-order payment check.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
County Engineer / Mayor

\_\_\_\_\_  
County Board of Supervisors Chair / City Clerk

Iowa DOT approval by:

\_\_\_\_\_  
Iowa DOT representative

\_\_\_\_\_  
Date

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

**RESOLUTION TO  
ESTABLISH A SPEED LIMIT  
ON F17  
IN CLEAR CREEK TWP.**

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

to place a 45 MPH Speed Limit on County Route F17 beginning at the intersection of State Highway 65 going north and east 1400 feet through the curve in sections 16&21-81N-21 W of Clear Creek Township.

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

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

Approved this 4th day of September, 2018.

\_\_\_\_\_  
Joseph Brock

\_\_\_\_\_  
Doug Couples

\_\_\_\_\_  
Dennis Carpenter

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

Dennis Parrott  
Jasper County Auditor

FOR ENGINEER USE ONLY:

Date Signs Erected: \_\_\_\_\_

Time: \_\_\_\_\_



# ABC ELECTRICAL SERVICES

ELECTRICAL CONSTRUCTION | COMMERCIAL & RESIDENTIAL | VOICE | DATA CABLING

# Proposal

Attention: Ryan Eaton

**JASPER COUNTY SHERIFF**

2300 Law Center Drive Newton, Iowa 50208

reaton@co.jasper.ia.us | 641-792-5912

Date **8/30/2018**

Proposal # **BN180830**

Job Description: **Jasper County Sheriff Department**

**ABC Electrical Services proposes labor and material to perform the following Scope of Work:**

**Scope of Work:**

- ▼ Provide/ install (58) new data cables.
- ▼ Provide/ install (4) Panasonic WV-X6531N Weather Proof PTZ Outdoor Dome Cameras.
- ▼ Provide/ install (15) Panasonic WV-S2211L 720p W/IR interior cameras.
- ▼ Provide/ install (10) Panasonic WV-S4150 5MP 360 degree Indoor dome cameras.
- ▼ Provide/ install (6) WV-SBV131M 1080p rugged network cameras.
- ▼ Provide/ install (3) WV-SW115 Wall mount cameras.
- ▼ Provide/ install (58) Enterprise Camera licenses for Cameras.
- ▼ Provide/ install (27) Louroe LE-770 Microphones on camera locations that require audio.
- ▼ Provide/ install (1) Server with 24 ports of POE, Intel Xeon E3-1275 with 16 GB of DDR3 RAM, and 56 TB of storage in the main wiring closet.
- ▼ Provide/ install (1) recorder of OnSSI Enterprise edition on the server.
- ▼ Provide/ install OnSSI Enterprise edition the existing server.
- ▼ Provide/ install ConvergenceTP Machine to Machine driver for the interface between the ONSSI Ocularis Base and the Stanley PLC Controller.
- ▼ Provide/ install (1) Axis T8311 for PTZ cameras.
- ▼ Provide patch cords.
- ▼ Provide/ install 1 year of software support.
- ▼ Provide all installation, terminations and initial programming.
- ▼ Provide owner training.

**EXCLUSIONS AND CLARIFICATIONS:**

- ▼ Owner to furnish and install a network POE data switch.
- ▼ The security camera system is a closed network. Only these devices will be on this network. If the owner wishes to supply the equipment to allow the network to communicate outside of the building or on the same network they will need to furnish the proper equipment and IP addresses to do so. If additional programming time is required for network setup, additional charges will apply.
- ▼ New communication cables/devices shall be unpainted and shall be protected by others to protect from paint or overspray. Painting cables will void warranty.

ABC ELECTRICAL SERVICES: 5299 NE 15th Street | Des Moines, IA 50313 | P 515.270.6400 | F 515.270.9559

**24-HOUR EMERGENCY SERVICE – 515-270-6400 | www.abcelectric.com**



# ABC ELECTRICAL SERVICES

ELECTRICAL CONSTRUCTION | COMMERCIAL & RESIDENTIAL | VOICE | DATA CABLING

# Proposal

Attention: Ryan Eaton

**JASPER COUNTY SHERIFF**

2300 Law Center Drive Newton, Iowa 50208

reaton@co.jasper.ia.us | 641-792-5912

Date **8/30/2018**

Proposal # **BN180830**

Job Description: **Jasper County Sheriff Department**

## ABC Electrical Services proposes labor and material to perform the following Scope of Work:

- Exclude all patching and painting.
- Customer/owner must provide a secure location on site to store tools and materials.
- Project is estimated to be completed between the hours of 7am and 3:30pm, Monday through Friday excluding holidays.
- Owner to provide a onsite parking space for a communication vehicle.
- Tax is not included in this proposal.
- Items not mentioned are not included in this proposal.

**EXCLUSIONS:** 1) Bond. 2) Any asbestos, lead paint, or mold abatement. 3) Fire or fire smoke damage. 4) Start-up, commissioning and warranty on equipment furnished by others. 5) General construction work including, but not limited to, patching and painting. 6) Temporary utilities such as toilets, heating, ventilation, protective barriers & partitions. 7) Waste debris containers. 8) Overtime or shift work. 9) Demo. 10) Fire alarm or fire dampers. 11) Anything not listed in above scope

WE PROPOSE TO FURNISH LABOR AND MATERIAL COMPLETE -  
IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF:

**\$ 125,000.00**

### Payment due upon receipt of invoice.

All material is guaranteed to be as specified. All work to be completed in a work like manner according to standard practices. Work performed in addition to work specified above will be charged on the basis of labor time and materials furnished, unless there is a written, signed change order for the work. If there is such a change order, the extra work will be billed according to the price specified on the change order. All agreements are contingent on strikes, accidents, or delays beyond our control. Owner shall carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. All quote subject to sales tax if applicable.

**Acceptance of Proposal.** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED BY \_\_\_\_\_

DATE \_\_\_\_\_

**Brian Carnine**

*Operations Manager - Communications Dept.*

PROPOSAL AUTHORIZED BY \_\_\_\_\_

**NOTICE:** This proposal may be withdrawn by us if not accepted within 30 days. The information within this proposal is intended only for the use of the individual or entity named above.

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# CONVERGED TECHNOLOGIES, LLC

1008 10<sup>th</sup> St

Milford, IA 51351

PO Box 297, Spirit Lake, IA 51360

712-336-5843 or Toll Free 877-336-5843

FAX: 712-336-1192

Jasper County Sheriff  
2300 Law Center Dr  
Newton, Iowa 50208  
(641)791-7081

Date: August 29, 2018  
Quote Number: 18388

*We are pleased to submit the following bid:*

- Installation of Data drops for each of 58 cameras
- Installation of 58 new cameras throughout the facility in key areas with replacement of existing included
- Installation of Microphones on cameras
- Installation of Server and software
- Installation of new licensing
- Installation of ConvergenceTP Machine to Machine driver
- Perform all installation, programming and training on the product
- A POE data switch will need to be installed by the customer prior to any work being completed to handle the additional cameras

Equipment total:	\$ 89,300.00
Professional Services (Installation-testing-training):	\$ <u>22,000.00</u>
<b>TOTAL:</b>	<b>\$ 111,300.00</b>

Price valid until: September 30<sup>th</sup>, 2018 (Any applicable sales tax not included in price)

*Thank you for the opportunity to quote on this project.*

Warranty: Equipment includes a 1-year warranty on parts and labor valid from date of install.

Quoted by: Jerry Harbst

Date: 8/29/18

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

35% Deposit required at signing on all accepted quotes with a grand total exceeding \$1000.00. Remainder of the balance is due upon completion.





BRINGING COMMUNICATIONS FULL CIRCLE

July 19, 2018

Attn: Ryan Eaton

RE: Security Integration/Video Surveillance

SCI, Inc. is pleased submit the following proposal to the Jasper County Sheriff's office located in Newton, Iowa. At SCI customer service is the lifeline of our organization. Our Customer satisfaction is the most important building block to all members of our company. We provide and stand behind our outstanding quality and professional installations. **SCI is a CommScope Uniprise Certified Installer, and SCI is BICSI certified and has a RCDD on staff.**

**Execution for project listed below**

- SCI will install 58 new data runs to camera locations currently in place throughout the facility and new cameras to be placed in the facility
- SCI will install 4 each Panasonic WV-X6531N Weather Proof PTZ Dome Network Cameras on the outside of the building to replace existing
- SCI will install 15 each Panasonic WV-S2211L 720p W/IR in various locations throughout the facility based on the prints and initial walkthrough
- SCI will install 10 Each Panasonic WV-S4150 5MP 360 degree Indoor dome cameras in various locations throughout the facility based on the prints and initial walkthrough
- SCI will install 19 each Panasonic WV-S4450L 5MP 360 degree vandal resistant Dome cameras in various locations throughout the facility based on the prints and initial walkthrough
- SCI will install 6 each WV-SBV131M 1080p rugged network cameras in various locations throughout the facility based on the prints and initial walkthrough
- SCI will install 3 each WV-SW115 Wall mount cameras at door entrances specified during initial walkthrough of the facility
- SCI will supply and install 27 Louroe LE-770 Microphones on specific cameras that need sound
- SCI will supply and install 1 Server with 24 ports of POE, Intel Xeon E3-1275 with 16 GB of DDR3 RAM, and 56 TB of storage in the MDF
- SCI will install 1 recorder of OnSSI Enterprise edition on the server
- SCI will install a new version and supply an upgrade of OnSSI Enterprise edition on the existing server at the courthouse
- SCI will supply and install 58 Enterprise Camera licenses for Cameras

SCI – 2001 E Army Post Road Suite B Des Moines, Iowa 50320  
515-339-7860 Phone / 515-339-7860 Fax



BRINGING COMMUNICATIONS FULL CIRCLE

- SCI will install 1 Axis T8311 Joysticks for PTZ cameras
- SCI will supply and install ConvergenceTP Machine to Machine driver for the middleware interface between the ONSSI Ocularis Base and the Stanley PLC Controller
- SCI has included 1 year of software support for all adjuncts
- SCI will perform all installation, programming and training on the product
- A POE data switch will need to be installed by the customer prior to any work being completed to handle the additional cameras

#### **Horizontal Cross Connect Installation**

N/A

#### **Firestop System / Bonding and Grounding / Support systems**

#### **Identification and Labeling**

SCI will adhere to the labeling scheme provided by the customer. This labeling scheme will include all cables, data racks, patch panels and outlets. Once the labeling scheme is approved SCI will incorporate this scheme into each test result and the as-built drawings.

#### **Testing and Acceptance**

SCI will ensure that all testing of the cables installed will be done with a high-end tester to ensure that all cable is tested correctly to meet or exceed industry specifications. All voice cabling will be wire mapped and will shoot the distance and recorded to the labeling scheme.

#### **Warranty**

**SCI will provide a 3 year warranty on all Axis equipment that is installed, a 5 year warranty on all Panasonic equipment that is installed, and a 25 year CommScope Uniprise warranty on any cabling that is installed**





BRINGING COMMUNICATIONS FULL CIRCLE

**Project Price: \$ 94,529.10**

**Material: \$ 74,131.84**

**Labor: \$ 20,397.26**

**Additional comments:** Bid is valid for 45 day / No sales tax included

Again, SCI is pleased to present you with this proposal. At SCI customer service is the lifeline of our organization. Our customer satisfaction is the most important building block to all members of the organization.

If there are any questions please feel free to contact me at the numbers listed below.

SCI Communications, Inc. looks forward to building a lasting business relationship with your Organization.

Sincerely,

Jerry Brown, RCDD  
Sales Director  
[jerry@sci-iowa.com](mailto:jerry@sci-iowa.com)  
515-661-3225

Customer Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

SCI – 2001 E Army Post Road Suite B Des Moines, Iowa 50320  
515-339-7860 Phone / 515-339-7860 Fax

August 28, 2018

Tuesday, August 28, 2018 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Carpenter and Cupples present and accounted for; Chairman Cupples presiding.

Motion by Cupples and seconded by Carpenter to approve the Memorandum of Understanding between Jasper County and Public Professional & Maintenance Employees ensuring that the County, per the contract, ensures the entry top wage shall be a minimum of 5% greater than the comparable average. The new top pay rate shall be adjusted, for the Grade III classification, from \$24.17 to \$24.28 per hour effectively July 1, 2018.

YEA: CARPENTER, CUPPLES

Motion by Cupples and seconded by Carpenter to adopt Resolution 18-60 certifying the following appointment to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Elderly Nutrition	Delivery Driver	Iva Powell	\$9.22	Range 9 Hire In Non-bargaining Non-progressive Pay scale	08/29/2018

YEA: CARPENTER, CUPPLES

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

Motion by Cupples and seconded by Carpenter to approve the Supervisors minutes for 08/21/2018.

YEA: CARPENTER, CUPPLES

Motion by Cupples and seconded by Carpenter to amend the agenda to include the hiring of a land surveyor to survey the property located at 115 South 2<sup>nd</sup> Street West in Newton, Iowa.

YEA: CARPENTER, CUPPLES

Motion by Cupples and seconded by Carpenter to approve the hiring of a land surveyor to survey the property located at 115 South 2<sup>nd</sup> Street West in Newton, Iowa 50208.

YEA: CARPENTER, CUPPLES

A request was made by Buildings and Grounds Director, Adam Sparks, to have employee review conducted in closed session.

Motion by Cupples and seconded by Carpenter to go into closed session in accordance with Iowa Code section 21.5 ( i ) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and the individual requests a closed session.

YEA: CARPENTER, CUPPLES

The Supervisors entered back into open session.

Motion by Cupples and seconded by Carpenter to adjourn the Tuesday, August 28, 2018 meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, CUPPLES

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Dennis K. Parrott, Auditor

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Doug Cupples, Chairman