

Jasper County, Iowa

Joe Brock

Denny Carpenter

Doug Cupples



Board of Supervisors

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

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JASPER COUNTY BOARD OF SUPERVISORS MEETING AGENDA

www.co.jasper.ia.us

November 6, 2018

9:30 a.m.

Pledge of Allegiance

- Item 1 Buildings & Grounds – Adam Sparks**
 - a) Amendment to Agreement with Shive-Hattery for Jail Remodel

- Item 2 Human Resources – Dennis Simon**
 - a) Employee Hiring Resolution - Sheriff

- Item 3 Engineer – Russ Stutt**
 - a) Purchase of Culverts

- Item 4 County Farm**
 - a) Wash Out Repairs

- Item 5 Approval of Lease Renewal for Public Health Building with Van Dee, Inc.**

- Item 6 Approval of Board of Supervisors minutes for 10/23/18**

PUBLIC INPUT & COMMENTS

November 13, 2018 1:30PM

Canvass of the November 6, 2018 Election

AMENDMENT TO AGREEMENT
between SHIVE-HATTERY, INC. AND THE CLIENT

ATTN: Adam Sparks
CLIENT: Jasper County, Iowa
Jasper County Courthouse
101 1st Street North
Newton, Iowa 50208

PROJECT: Jail Dayroom Remodel
PROJECT LOCATION: Newton, Iowa
ORIGINAL AGREEMENT DATE: January 18, 2018
AMENDMENT NO.: 2
AMENDMENT DATE: October 19, 2018

Jasper County, IA and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

SCOPE OF SERVICES

The provided services are added as follows:

1. Contract administration of a single construction contract including answering contractor questions and documenting, reviewing and analyzing change order requests and reviewing and analyzing contractor payment applications.
2. Provide on-site construction observations and evaluations to observe and evaluate the progress of the Work and its compliance with the Project Specifications and Contract Documents.
3. Review Project Submittals and Shop Drawings.
4. Review Contractor's Pay Applications and Change Orders. The AIA change order system will be used.
5. Conduct a substantial completion observation and final completion observation for review of the work and review the contractor's punch list of items requiring attention and/or completion.
6. Facilitate Project closeout documents as required in the Project Specifications with Contractor and Owner.

CLIENT RESPONSIBILITIES

Client Responsibilities are revised as follows:

NO CHANGES

SCHEDULE

The Schedule is revised as follows:

NO CHANGES



COMPENSATION

The Compensation for the amended scope will be as follows:

Description	Fee Type
Amendment 2 Scope of Services	Hourly

Fee Type:

Hourly - We will provide the Scope of Services on an hourly rate basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed.

AGREEMENT

When accepted by both parties, this Amendment will amend the Original Agreement and is subject to all other terms and conditions of the Original Agreement. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Amendment. The Client representative signing this Amendment warrants that he or she is authorized to enter into this Amendment on behalf of the Client.

Sincerely,
SHIVE-HATTERY, INC.



Michael S. Lewis, AIA, Project Manager
MLewis@shive-hattery.com

AMENDMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Jasper County, IA

BY: _____ TITLE: _____
(signature)

PRINTED NAME: _____ DATE ACCEPTED: _____

CC: Phillip Parrott, AIA

**STANDARD HOURLY and
REIMBURSABLE EXPENSE FEES SCHEDULES**
Effective January 1, 2018 to December 31, 2018

STANDARD HOURLY FEES:**PROFESSIONAL STAFF:**

Grade 1	\$ 86.00
Grade 2	\$103.00
Grade 3	\$116.00
Grade 4	\$130.00
Grade 5	\$142.00
Grade 6	\$155.00
Grade 7	\$168.00
Grade 8	\$185.00
Grade 9	\$202.00

TECHNICAL STAFF:

Grade 1	\$ 60.00
Grade 2	\$ 74.00
Grade 3	\$ 83.00
Grade 4	\$ 91.00
Grade 5	\$103.00
Grade 6	\$116.00
Grade 7	\$130.00

ADMIN STAFF: \$ 59.00

SURVEY STAFF:

One Person	\$122.00
Two Person	\$187.00
Scanning Surveyor	\$150.00
Surveyor with 2 Scanners	\$200.00

REIMBURSABLE EXPENSE FEES:**TRAVEL**

Mileage- Car/Truck	\$0.54/ Mile
Mileage- Survey Trucks	\$0.64/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

OUTSIDE SERVICES

Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%


IN-HOUSE SERVICES**Drawings/Prints/Plots:**

Bond	\$.30/ Sq.Ft.
Mylar	\$.75/ Sq.Ft.
Photogloss	\$.90/ Sq.Ft.
Color Bond	\$.60/ Sq.Ft.
Foam Core Mounting	\$13.00

Color Prints:

Letter Size	\$ 1.00
Legal and 11x17 Size	\$ 2.00

Galvanized 2-2/3 X 1/2 Corrugated Metal Pipes: No Spiral									
Diameter	Length	Gage	No. of Pieces	Ends	Price/Ft	Amount	Total Amount		
15"	20'	16	3	Square	10.86	217.20	651.60		
15"	30'	16	6	Square	10.86	325.80	1,954.80		
16"	20'	16	1	Square	12.90	258.00	258.00		
18"	30'	16	1	Square	12.90	387.00	387.00		
24"	20'	16	3	Square	17.27	345.40	1,036.20		
24"	30'	16	10	Square	17.27	518.10	5,181.00		
48"	20'	12	2	Square	57.72	1,154.40	2,308.80		
72"	30'	12	4	Square	87.33	2,619.90	10,479.60		
Bands, Welded, Unbreakable: Band Bolts with Shoulder Nuts									
Diameter	Length	Gage	No. of Pieces	Notes	Price/Ft	Amount	Total Amount		
15"	2'	16	1		10.86	21.72	21.72		
18"	2'	16	8		12.90	25.80	206.40		
24"	2'	16	5		17.27	34.54	172.70		
36"	2'	16	3		25.22	50.44	151.32		
72"	2'	12	2		87.33	174.66	349.32		
Diaphragms									
Diameter	Gage	No. of Pieces	Price/Ft	Amount	Total Amount				
24"	16	2	130.15	260.30					
36"	16	7	195.00	1,365.00					
48"	12	1	285.00	285.00					
72"	12	2	513.25	1,026.50					
					Sub Total	26,095.26			
					Total	26,095.26			
Company Name: METAL CULVERTS, INC. Address: P.O. BOX 330 City/State/Zip: JEFFERSON CITY, MO 65102 Phone Number: 573-636-7312									
BRET MATHEWS, SALES REPRESENTATIVE Signature: <i>Bret Mathews</i>									

Corrugated Metal Pipes							Price/Ft	Amount	Total Amount
Diameter	Length	Gage	No. of Pieces	Ends	Price/Ft	Amount	Total Amount		
15"	20'	16	3	Square	\$11.76		\$705.60		
15"	30'	16	6	Square	\$11.76		\$2,116.80		
18"	20'	16	1	Square	\$14.40		\$288.00		
18"	30'	16	1	Square	\$14.40		\$432.00		
24"	20'	16	3	Square	\$17.86		\$1,071.60		
24"	30'	16	10	Square	\$17.86		\$5,358.00		
48"	20'	12	2	Square	\$58.50		\$2,340.00		
72"	30'	12	4	Square	\$109.00		\$13,080.00		
Bands, Welded, Unbreakable: Band Bolts with Shoulder Nuts									
Diameter	Length	Gage	No. of Pieces	Notes	Price/Ft	Amount	Total Amount		
15"	2'	16	1			\$23.52	\$23.52		
18"	2'	16	8			\$28.80	\$230.40		
24"	2'	16	5			\$35.72	\$178.60		
36"	2'	16	3			\$72.00	\$216.00		
72"	2'	12	2			\$218.00	\$436.00		
Diaphragms									
Diameter	Length	Gage	No. of Pieces	Notes	Price/Ft	Amount	Total Amount		
24"		16	2			\$128.85	\$257.70		
36"		16	7			\$206.89	\$1,448.23		
48"		12	1			\$324.41	\$324.41		
72"		12	2			\$558.62	\$1,113.24		
Delivery in: 2-3 wks									
Sub Total							\$29,620.10		
Delivery									
Total							\$29,620.10		2-3 Week Lead Time
Company Name							Contech Engineered Solut		
Address							1112 SE Lorenz Dr		
City/State/Zip							Ankeny, IA 50021		
Phone Number							(515) 964-0497		
							Signature 		

LEASE - BUSINESS PROPERTY

THIS LEASE AGREEMENT, is entered into on December 1, 2018 by VanDee, Inc. ("Landlord") whose address for the purpose of this lease is 303 1st Ave. W., Newton, IA 50208, and Jasper County Board of Supervisors ("Tenant") whose address for the purpose of this lease is 101 1st St N, Room 203, Newton, IA 50208,

1. PREMISES AND TERM. The Landlord, in consideration of the rents, agreements and conditions herein contained, leases to the Tenant and Tenant leases from Landlord, according to the terms of this lease, the following described "premises", situated in Jasper County, Iowa:

The North 2400 square feet of Lot 5 in Block 18 of the Original plat of Newton, Jasper County, Iowa.

Locally known as: 114 W. 4th St. S., Newton, IA 50208

with the improvements thereon, and all rights, easements and appurtenances, which, more particularly, includes the space and premises as may be shown on "Exhibit A," if attached, for a term of 1 year, commencing at midnight of the day previous to the first day of the lease term, which shall be on December 1, 2018 and ending at midnight on the last day of the lease term, which shall be on November 30, 2019, upon the condition that the Tenant pays rent therefor, and otherwise performs as in this lease provided.

2. RENTAL. Tenant agrees to pay to Landlord as rental for said term, as follows: \$1,200.00 per month, in advance, the first rent payment becoming due upon December 1, 2018 and the same amount, per month, in advance, on the 1st day of each month thereafter, during the term of this lease.

All sums shall be paid at the address of Landlord, as above designated, or at such other place in Iowa, or elsewhere, as the Landlord may, from time to time, designate in writing. Delinquent payments shall draw interest at 10 % per annum from the due date, until paid.

3. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this lease, and shall yield possession to the Landlord at the end of the lease term, except as herein otherwise expressly provided. Should Landlord be unable to give possession on said date, Tenant's only damages shall be a rebating of the pro rata rental.

4. USE OF PREMISES. Tenant covenants and agrees during the term of this lease to use and to occupy the leased premises only for professional offices. For restrictions on such use, see paragraphs 6 (c), 6 (d) and 11 (b) below.

5. QUIET ENJOYMENT. Landlord covenants that its estate in said premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the premises for the term of this lease. Landlord shall have the right to mortgage all of its right, title, interest in said premises at any time without notice, subject to this lease.

6. EQUIPMENT, DECORATING, REPLACEMENT, REPAIR AND MAINTENANCE.

DEFINITIONS

"Maintain" means to clean and keep in good condition.

"Repair" means to fix and restore to good condition after damage, deterioration or partial destruction.

CONDITIONS OF PREMISES

A. Tenant takes the premises in its present condition, except for such repairs and alterations as may be expressly otherwise provided in this lease.

REPAIRS AND MAINTENANCE

B. Landlord shall replace and repair the structural parts of the building. For purposes of this lease, the structural parts of the building shall mean the foundation, exterior walls, load bearing components of interior floors and walls, the roof and all sewers, pipes, wiring and electrical fixtures outside of the structure.

C. Repair shall be performed and paid for by the parties as follows:

	<u>PERFORMANCE</u>	<u>PAYMENT</u>	
	L = LANDLORD T = TENANT	% Landlord	% Tenant
Interior walls, floors and ceilings	T	0	100
Sewer, plumbing fixtures, pipes, wiring electrical fixtures within the structure	T	0	100
Heating equipment	L	100	0
Air conditioning	L	100	0
Plate glass (replacement)	L	100	0
Sidewalks	L	100	0
Parking areas	L	100	0

Tenant shall be responsible for all other maintenance.

E. Any repair or maintenance not specifically provided for above shall be performed and paid for by Tenant.

F. Each party shall perform their responsibilities of repair and maintenance to the end that the premises will be kept in a safe and serviceable condition. Neither party will permit nor allow the premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents or employees.

EQUIPMENT, DECORATING AND ALTERATIONS

G. The following items of equipment, furnishings and fixtures shall be supplied and replaced by the parties as follows:

	<u>SUPPLIED</u> L=Landlord T=Tenant	<u>REPLACED</u> L=Landlord T=Tenant	
Heating equipment		L	L
Air conditioning equipment		L	L
Carpeting/floor covering		T	T
Drapes, shades, blinds		T	T

Any similar equipment, furnishings, and fixtures not specifically provided for above shall be provided and paid for by Landlord.

Any equipment, furnishings or fixtures to be supplied by Tenant shall be subject to the Landlord's prior written approval as to quality and method of installation. Tenant shall provide all trade equipment, furnishings and fixtures used in connection with the operation of its business, such as telephones, computers, desks, chairs, shelving and similar items.

H. Tenant shall be responsible for all interior decorating. Tenant shall make no structural alterations or improvements without the prior written consent of the Landlord.

AMERICANS WITH DISABILITIES ACT

I. Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality, the laws of the State of Iowa and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public, provided, however,

responsibility for compliance with the Americans with Disabilities Act shall be performed and paid for by the parties as follows:

	% Landlord	% Tenant
Common areas	N/A	N/A
Tenants area:		
Initial compliance (specify)	100	0
Future compliance	100	0

7. UTILITIES AND SERVICES. Utilities and services shall be furnished and paid for by the parties as follows:

	<u>PERFORMANCE</u>	<u>PAYMENT</u>	
	L = LANDLORD T = TENANT	% Landlord	% Tenant
Electricity	L	0	100
Gas	L	0	100
Water and Sewer	L	0	100
Garbage/Trash	T	0	100
Janitor/Cleaning	T	0	100
Common areas	T	0	100
Other: Snow removal	T	0	100

8. TERMINATION, SURRENDER OF PREMISES AT END OF TERM -- REMOVAL OF FIXTURES.

(a) **TERMINATION.** This lease shall terminate upon expiration of the original term; or if this lease expressly provides for any option to renew, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.

(b) **INTENTIONALLY DELETED.**

(c) **SURRENDER.** Tenant agrees that upon termination of this lease it will surrender and deliver the premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

(d) **HOLDING OVER.** Continued possession by Tenant, beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the Landlord (and absent a written

agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month to month extension of the lease.

(e) **REMOVAL OF FIXTURES.** Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any fixtures or equipment which Tenant has installed in the premises, providing Tenant repairs any and all damages caused by removal.

9. ASSIGNMENT AND SUBLETTING. Any assignment of this lease or subletting of the premises or any part thereof, without the Landlord's written permission shall, at the option of the Landlord, make the rental for the balance of the lease term due and payable at once. Such written permission shall not be unreasonably withheld.

10. REAL ESTATE TAXES.

A. All installments of real estate taxes would become delinquent if not paid during the term of this lease, shall be paid by the parties in the following proportions:

Landlord 100 % Tenant 0 %

B. Any increase in such installments that exceeds the amount of the installment that would be delinquent if not paid by October 1, 2019 shall be paid as follows:

Landlord 100 % Tenant 0 %

C. **PERSONAL PROPERTY TAXES.** Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority against its personal property on the premises during the term of this lease.

D. **SPECIAL ASSESSMENTS.** Special assessments that would be delinquent if not paid during the term of this lease shall be timely paid by the parties in the following proportions:

Landlord 100 % Tenant 0 %

E. Each party reserves its right of protest of any assessment of taxes.

11. INSURANCE.

A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlord as an additional insured.

C. **CERTIFICATES OF INSURANCE.** Prior to the time the lease takes effect the Tenant will provide the Landlord with a certificate of insurance with these property and liability insurance requirements, such certificate shall include 30 days advance notice of cancellation to the Landlord. A renewal certificate shall be provided prior to expiration of the current policies.

D. **ACTS BY TENANT.** Tenant will not do or omit doing of any act which would invalidate any insurance, or increase the insurance rates in force on the premises.

E. **INCREASED RISKS OR HAZARDS.** Tenant further agrees to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said premises and on the building of which said premises are a part, due to increased risks or hazards resulting from Tenant's use of the premises otherwise than as herein contemplated and agreed.

F. Landlord and Tenant shall each provide a copy of this lease to their respective insurers.

12. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. **INDEMNITY.** Except as provided in paragraph 21 (A) (5) and except for the negligence of Landlord, Tenant will protect, defend and indemnify Landlord from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

14. **FIRE AND CASUALTY. (a) PARTIAL DESTRUCTION OF PREMISES.** In the event of a partial destruction or damage of the premises, which is a business interference which prevents the conducting of a normal business operation and which damage is repairable within 60 days after its occurrences, this lease shall not terminate but the rent for the premises shall abate during the time of such business interference. In the event of a partial destruction, Landlord shall repair such damages within 60 days of its occurrence unless prevented from doing so by acts of God, government regulations, or other causes beyond Landlord's reasonable control.

(b) **ZONING.** Should the zoning ordinance of the municipality in which this property is located make it impossible for Landlord to repair or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.

(c) **TOTAL DESTRUCTION OF BUSINESS USE.** In the event of a destruction or damage of the leased premises including the parking area (if parking area is a part of this lease) so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within 60 days this lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within 20 days after such destruction. Tenant shall surrender possession within 10 days after such notice issues and each party shall be released from all future obligations, and Tenant shall pay rent pro rata only to the date of such destruction. In the event of such termination of this lease, Landlord at its option, may rebuild or not, at its discretion.

15. CONDEMNATION.

(a) **DISPOSITION OF AWARDS.** Should the whole or any part of the premises be condemned or taken for any public or quasi-public purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.

(b) **DATE OF LEASE TERMINATION.** If the whole of the demised premises shall be condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved in paragraph 15 (a) above.

16. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant:

1. Failure to pay rent when due.
2. Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to terms of the lease.
3. Abandonment of the premises, "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days.

4. Institution of voluntary bankruptcy proceedings in which the Court orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. consent to additional time shall not be unreasonably withheld by the Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following:

1. Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting.

2. Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give the Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

17. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER. If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 10.00 % per annum, from date of advance.

18. SIGNS. (a) Tenant shall have the right and privilege of attaching, painting or exhibiting signs on the leased premises, provided only (1) that any sign shall comply with the ordinances of municipality in which the property is located and the laws of the State of Iowa; (2) such sign shall not change the structure of the building; (3) such sign, if and when removed, shall not damage the building; and (4) such sign shall be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld.

(b) Landlord during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

19. MECHANIC'S LIENS. Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the premises, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

20. LANDLORD'S LIEN AND SECURITY INTEREST. (a) Said Landlord shall have, in addition to any lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions thereof, kept and used on said premises by Tenant. Landlord may proceed at law or in equity with any remedy provided by law or by this lease for the recovery of rent, or for termination of this lease because of Tenant's default in its performance.

(b) **SPOUSE.** If Tenant's spouse is not a Tenant, then the execution of this instrument by Tenant's spouse shall be for the sole purpose of creating a security interest on personal property and waiving rights of homestead, rights of distributive share, and exemptions.

21. ENVIRONMENTAL.

A. Landlord. To the best of Landlord's knowledge to date:

1. Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

2. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state and local codes, rules and regulations.

3. No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the premises.

4. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances.

5. Landlord shall assume liability and shall indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the Tenant or which condition arises after date of execution but which is not a result of actions of the Tenant.

B. Tenant. Tenant expressly represents and agrees:

1. During the lease term, Tenant's use of the property will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlord. Tenant understands and agrees that Landlord's consent is at Landlord's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlord deems appropriate.

2. During the lease term, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Tenant, and Tenant shall give immediate notice to Landlord of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

3. Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the premises any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlord, who is or may be liable for any such cost and expense.

4. Tenant agrees to indemnify and hold Landlord harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by

Tenant on or after the date of this lease and during any term of this lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution of the value of any leased premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this lease.

22. SUBSTITUTION OF EQUIPMENT, MERCHANDISE. ETC. (a) During its tenancy, the Tenant shall have the right to sell or otherwise dispose of any personal property of the Tenant situated on the premises, when in the judgment of the Tenant it shall have become obsolete, outworn or unnecessary in connection with the operation of the business on the premises; provided, however, that the Tenant shall, in such instance (unless no substituted article or item is necessary) at its own expense, substitute for such items a new or other item in substitution thereof, in like or greater value.

(b) Nothing herein contained shall be construed as denying to Tenant the right to dispose of inventoried merchandise in the ordinary course of the Tenant's trade or business.

23. RIGHTS CUMULATIVE. The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

24. NOTICES AND DEMANDS. Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mail box.

25. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

26. CHANGES TO BE IN WRITING. None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.

27. RELEASE OF DOWER. Spouse of Landlord appears as a signatory to this lease solely for the purpose of releasing dower, or distributive share, unless said spouse is also a co-owner of an interest in the leased premises.

28. **CONSTRUCTION.** Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

29. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

30. **ADDITIONAL PROVISIONS.**

A. **EXISTING SIGNAGE.** Signage on the building at lease inception is the property of Landlord.

B. **CONFERENCE TABLE AND PHONE SYSTEM.** The conference table and phone system are the property of Landlord and may be used by Tenant during the term of the lease.

VANDEE, INC.

JASPER COUNTY BOARD OF SUPERVISORS

_____, LANDLORD

_____, TENANT

Attest: _____
Dennis Parrott

October 23, 2018

Tuesday, October 23, 2018 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Brock, Carpenter and Cupples present and accounted for; Chairman Cupples presiding.

Doug Cupples advised that the Agenda was going to be amended to include the county farm wash out repairs.

Veteran's Affairs Director, Kurt Jackson presented his quarterly report for the period of July 1, 2018 through September 30, 2018.

Motion by Carpenter and seconded by Brock to approve Veteran's Affairs quarterly report for July through September 2018.

YEA: CARPENTER, BROCK, CUPPLES

Human Resources Director, Dennis Simon presented hiring resolutions for the Treasurer, Elderly Nutrition, County Attorney and Secondary Roads.

Motion by Carpenter and seconded by Brock to adopt Resolution 18-69 certifying the following appointments 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>
Treasurer	Driver's License Clerk	Molly Bruns	\$14.94	Hire In Non-Progressive Pay Scale	11/05/2018

YEA: CARPENTER, BROCK, CUPPLES

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

Motion by Carpenter and seconded by Brock to adopt Resolution 18-70 certifying the following appointments 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	Substitute Delivery Driver	Tanya Bennett	\$9.22	Range 9 Hire-In Non-Bargaining Non-Progressive Pay Scale	10/24/2018

YEA: CARPENTER, BROCK, CUPPLES

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

Motion by Carpenter and seconded by Brock to adopt Resolution 18-71 certifying the following appointments 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>
County	Legal Assistant	Erika Sheeder	\$20.71	Range 51 Non-Bargaining Hourly Progressive Pay Scale	10/23/2018

YEA: CARPENTER, BROCK, CUPPLES

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

Motion by Carpenter and seconded by Brock to adopt Resolution 18-72 certifying the following appointments to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Secondary Roads	Skilled Laborer	Clair "Robert" Pease	\$21.82	Hire In Rate Non-Progressive Union Scale	10/31/2018

YEA: CARPENTER, BROCK, CUPPLES

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

Dennis Simon, on behalf of the Wellness Committee, presented an agreement with Skiff for the annual blood draw event that will be held on November 14, 2018 with a charge of 30.00 per person for county employees.

Motion by Carpenter and seconded by Brock to approve the agreement with Skiff for the employee blood draw at 30.00 per person.

YEA: BROCK, CARPENTER, CUPPLES

Public Health Director, Becky Pryor asked the Board to reappoint John Van Ryswyk and Dr. Andrew Cope to the Health Board effective January 1, 2019 for the three year term for each of them.

Motion by Carpenter and seconded by Brock to appoint John Van Ryswyk and Dr. Andrew Cope to the Health Board effective January 1, 2019 for a three year term.

YEA: BROCK, CARPENTER, CUPPLES

Engineer Russ Stutt presented quotes for H-Pile and suggested going with the low bid at \$45,986.40 with Skyline Steel.

Motion by Brock and seconded by Carpenter to approve the bid from Skyline for \$45,986.40 for H-Pile.

YEA: BROCK, CARPENTER, CUPPLES

Sheriff John Halferty proposed a resolution approving raising the jail fees for other counties to house inmates in Jasper County. The costs are increasing and the Sheriff would like to get more in line with the average cost of 55.00 – 60.00 per day. The Resolution changes the daily fee to \$55.00 and \$75.00 for those inmates that require segregation. He explained he has a current contract with Warren County at 45.00 per day but will discuss increasing with them as well.

Motion by Brock and seconded by Carpenter to adopt Resolution 18-73 approving raising the jail fees from \$45.00 per day to \$55.00 per day and \$75.00 per day for those requiring segregation.

YEA: BROCK, CARPENTER, CUPPLES

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

Max Rabourn addressed the board regarding his concerns with North 4th Ave East and the bridge closure in the area taking too long. Engineer Russ Stutt advised that the DNR has not approved the plans for that particular bridge. Stutt advised he recommended working on other higher priority bridges at this time

as the alternate route is much shorter than other detours. Mr. Rabourn also addressed pot holes and salt distribution on his road.

County Attorney, Scott Nicholson presented a proposed settlement with A-Line Iron and Metals Company with payment of 7,000.00 per month beginning October 31, 2018 until the sum of 35,000.00 is paid to the county.

Motion by Brock and seconded by Carpenter to accept the settlement with A-Line Iron and Metals Company for \$35,000.00.

YEA: CARPENTER, BROCK, CUPPLES

Motion by Carpenter and seconded by Brock to approve the Recorder's monthly report for September 2018.

YEA: BROCK, CARPENTER, CUPPLES

Motion by Carpenter and seconded by Brock to approve Board of Supervisors minutes for 10/16/2018.

YEA: CUPPLES, CARPENTER, BROCK

Motion by Cupples and seconded by Carpenter to amend the agenda to include the county farm wash out repairs needed.

YEA: BROCK, CUPPLES, CARPENTER

Joe Brock explained that the farm is in need of some repairs caused by watershed. The current tenant will seed waterways once the repairs are complete. Brock is meeting with a contractor to review and get a quote. Cupples suggested getting additional quotes. Brock advised he would contact a few contractors and bring back to the board for the next meeting.

Motion by Brock and seconded by Carpenter to go into closed session in accordance with Iowa Code Section 21.5 (C) "To discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent where it's disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation".

YEA: CARPENTER, BROCK, CUPPLES

The Supervisors entered back into open session.

Motion by Brock and seconded by Carpenter to authorize Emily Colby with Ahlers & Cooney to negotiate with Sovich Minch Law Firm on behalf of Jasper County.

YEA: CARPENTER, BROCK, CUPPLES

Motion by Carpenter and seconded by Brock to adjourn the Tuesday, October 23, 2018 meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, CUPPLES, BROCK