

Jasper County, Iowa

Denny Carpenter

Doug Cupples

Brandon Talsma



Board of Supervisors

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

JASPER COUNTY BOARD OF SUPERVISORS MEETING AGENDA

www.jasperia.org

November 17, 2020

9:30 a.m.

Pledge of Allegiance



- Item 1** **Public Hearing – Jamie Elam**
Rezoning of Joseph Paul Property

- Item 2** **Buildings & Grounds – Adam Sparks**
 - a) Preventative Maintenance Agreement for L.E.C.
 - b) Quotes for Electrical Work on Generator

- Item 3** **Human Resources – Dennis Simon**
 - a) Hiring Resolution – Deputy Sheriff
 - b) Hiring Resolution – Seasonal Skilled Laborer

- Item 4** **Engineer – Randy Freese**
 - a) Proposal for Auditing and Close Out Service
 - b) Consulting Engineering Contract for Bridge Project

- Item 5** **Auditor – Dennis Parrott**
 - a) Resolution for 2nd Congressional District Recount

- Item 6** **Approval of Recorder’s Monthly report for October 2020**

- Item 7** **Approval of Claims paid through 11/17/2020**

- Item 8** **Approval of Board of Supervisors minutes for 11/03/20**

- Item 9** **Board Appointments**

PUBLIC INPUT & COMMENTS

JASPER COUNTY COMMUNITY DEVELOPMENT

116 West 4th St South
Newton, Iowa 50208
(641) 792-3084
Jelam@jasperia.org

Case R-2020-02

October 30, 2020

Set public hearing for rezoning of Joseph Paul property.
11/17/2020, 11/24/2020, 12/1/2020

Parcel # 01.22.100.018, more specifically described as Parcel G of Parcel B East ½ NW ¼ Ex Parcel H, Section 22, Township 81, Range 21, of the 5th P.M. containing approximately 2.70 acres.

Be rezoned from “RR” to “A” in order to return the property to its original use.

AS AN ADJOINING LANDOWNER, YOU OR YOUR REPRESENTATIVE ARE ENTITLED TO ATTEND THESE HEARINGS.

Jamie Elam
Director of Community Development



THE WALDINGER CORPORATION

*Over 100 Years of Excellence-
People, Process, Productivity*

Planned Maintenance Service Agreement

Jasper County Sheriff's Office



**Location: 2300 Law Center Drive
Newton, IA 50208**

Customer Contact: Adam Sparks

Agreement Number: 149581

Date: 11/2/2020



EXECUTIVE SUMMARY

Thank you for the opportunity to provide a proposal for your mechanical system planned maintenance service. The Waldinger Corporation is committed to working with you to ensure we meet all of your mechanical building requirements with an emphasis on energy optimization.

A planned maintenance service agreement with The Waldinger Corporation will provide scheduled preventative maintenance on all covered equipment. This agreement also gives you priority over non-agreement customers when you require emergency service. Additionally, all work we perform with the agreement in place will be at preferred labor rates.

The Waldinger Corporation brings the following benefits to your facility:

- Service technicians trained and specialized in all aspects of mechanical systems including HVAC, plumbing, refrigeration and equipment balancing.
- Knowledgeable and experienced operations team support.
- Clear, professional paperless service tickets – no messy carbon copies or illegible handwriting.
- Asset barcoding system to keep you up-to-date with your total cost of ownership.
- Emergency service available 24 hours a day, 365 days a year.
- Fair and accurate pricing on first-class service.
- Over 100 years of experience in the mechanical industry.
- Leading mechanical service provider with locations throughout the Midwest.

These are just a handful of reasons why The Waldinger Corporation is the premier choice to handle all of your mechanical and plumbing services. Please call, or visit us at www.waldinger.com for additional information. Also, be sure to check out our Facebook and Twitter pages for news, project profiles and location information.

SERVICES AND CAPABILITIES

The Waldinger Corporation is proud of our capabilities as a full-service mechanical systems contractor. We are confident that Waldinger is the right contractor to manage all of your mechanical systems.

- Emergency 24/7 Service
- HVAC Service and Maintenance
- Test and Balance
- Building System Commissioning
- Indoor Air Quality Investigation
- Predictive Maintenance
- Dynamic Balancing
- Plumbing Design and Installation
- Design Build Assistance
- Mechanical Engineering Service
- Plumbing System Maintenance
- Energy Services
- Energy Efficiency Auditing
- Temperature Control
- New Equipment Installation
- Vibration Analysis
- Laser Alignment
- Specialty Sheet Metal Fabrication
- Mechanical Construction
- Prime Contractor Capability





PERFORMANCE OBJECTIVES AND GOALS

The Waldinger Corporation recognizes that each service agreement is unique to the facility and the mechanical systems that control its environment. As such, we develop service goals to achieve for each customer, as well as facility specific objectives that will create a more efficient and comfortable environment for building occupants. The Waldinger Corporation service agreement goals and objectives specific to your facility are reflected below.

Service Agreement Objectives:





- Ensure all mechanical systems covered are operating properly.
- Give customers reliability in the proper operation of their mechanical systems.
- Perform systems analysis to provide lowest cost of operation and high building efficiency.
- Effectively service mechanical systems and provide assistance for any repairs or replacements.
- Provide clear and honest communication to customer about status of mechanical system needs.
- Maximize the energy efficiency of the covered mechanical systems to reduce energy costs.
- Perform annual Energy Audit to determine performance of building mechanical systems.
- Providing high level of comfort to occupants in the building environment.
- Reduce the number of comfort complaints by building occupants.
- Preventing premature mechanical system equipment failure.

Facility-Specific Performance Goals:

- Increase Energy Audit rating for annual savings with approval of optional energy audit proposal.
- Re-commission building mechanical systems to operate at optimal design level.
- Allow for nighttime and weekend mechanical systems setback.
- Inspect VAV boxes and valves for known leaks.

SERVICE AGREEMENT

Inspection Schedule and Inspection Type:

| Equipment | Spring  | Summer  | Fall  | Winter  |
|--------------------------------------|---|--|---|---|
| Apex Boilers (2) | | | X | |
| B&G Hot Water Circ. Pumps (2) | | | X | |
| Electric Unit Heaters (3) | | | X | |
| York Air Handling Unit (1) | X | | X | |
| Trane Air Cooled Condensing Unit (1) | X | | | |
| Lennox Roof Top Units (2) | X | | X | |
| Captive Aire Make Up Air Unit (1) | X | | X | |
| Cook Exhaust Fans (9) | X | | X | |
| Cabinet Unit Heaters (11) | | | X | |
| VAV Units (30) | | | X | |
| Walk-In Freezer (1) | X | | X | |
| Walk-In Cooler (1) | X | | X | |
| Self Contained Ice Machine (1) | X | | X | |
| Packaged Liebert Units (2) | X | | X | |
| Lift Station Pump (1) | | | X | |
| Radiant Tube Heater (1) | | | X | |
| Lennox Split System (1) | X | | X | |
| 100 Gallon Water Heaters (3) | | | X | |

See **Scope of Work** documents for details on service for each visit.

The following services are included as part of this agreement, including labor and materials:

- Condenser Coil Cleaning (Annual)

The agreement shall be in effect for one year from date of acceptance. As part of this agreement, we will perform all scheduled preventative maintenance during normal business hours.

SCOPE OF WORK

General HVAC Scope As Applicable

- Check Heating/Cooling Components
- Check Operating and Safety Controls
- Lubricate Moving Parts As Required
- Check Refrigerant Charges
- Inspect for Oil and Refrigerant Leaks
- Check Pressures and Temperatures
- Inspect Fans, Motors and Starters
- Test Amperages and Voltages
- Check Belts and Drive
- Check Temperature Controls for proper operation
- Inspect Condensate Pans
- Inspect water coils
- Clean out condensate pan (if needed)
- Inspect evaporator coil surface for blockage and clean if necessary (air, vacuum, or hose)
- Inspect electrical connections, contactors, relays and controls for proper operation
- Inspect for carbon monoxide leaks
- Inspect safety limit switches
- Inspect air flow controls
- Inspect gas supply pressure and check for gas leaks
- Inspect and lubricate exhaust fan motors and bearings
- Inspect hanging unit heater for proper operation
- Check heat exchangers for cracks
- Test ignition controls and burner assemblies

Spring



Fall



TERMS AND CONDITIONS

Limits of Liability:

1. The Waldinger Corporation will not be responsible for emergency service repairs, replacement parts, miscellaneous materials or refrigerants. These services will be performed outside of this initial agreement at an additional cost.
2. This Inspection Maintenance Agreement shall in no way bind The Waldinger Corporation to make corrections, replacements or repairs necessitated by: (a) the Purchaser's improper operation or misuse of the covered equipment or systems, (b) by the negligence of others, or (c) by faulty design of the covered mechanical equipment or systems.
3. The Waldinger Corporation shall not be required under the Inspection Maintenance Agreement to make any safety tests or to install new attachments or additional controls or equipment recommended or directed by any insurance company, laboratory or governmental authority.
4. The Inspection Maintenance Agreement does not include the maintenance, repair or replacement of: electrical disconnect switches, casing or cabinetry, ductwork, insulation of any equipment not covered by this agreement, damage from freezing, corrosion, electrolysis, drain stoppage or plumbing beyond equipment, gas lines, domestic water lines or non-moving parts of heating, cooling and ventilating equipment.
5. Waldinger will invoice the Purchaser for all materials delivered and for all work performed on-site and off-site. The Purchaser agrees to pay Waldinger the amount invoiced upon receipt of the invoice within 30 calendar days. If the invoice is not paid within 30 calendar days of its issuance, the invoice will be viewed as delinquent and The Waldinger Corporation reserves the right to collect interest on all past due accounts.
6. Waldinger shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
7. Waldinger shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Waldinger's control, including, but not limited to: acts of God, fire, riots, labor disputes, acts or omissions of the Purchaser, owner or other contractors or any delays caused by suppliers or subcontractors of Waldinger.
8. Waldinger shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the purchaser.
9. The parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying party.
10. Termination of the agreement may be executed by either party with a 30 day written notice. At that time the account agreement will be reconciled and any outstanding balance for service rendered will be invoiced to the Purchaser. If the Purchaser has paid more than the amount of services rendered at the time of cancellation, Waldinger will reimburse the difference to the Purchaser.
11. For scheduled and evenly invoiced agreements (monthly, quarterly, bi-annually), if the Purchaser fails to pay the amount of any invoice for the agreement within 60 days, the agreement may be cancelled or suspended at the sole discretion of Waldinger. The Purchaser will be responsible for all balances due including any late fees incurred.
12. Purchaser agrees to provide means of access to all equipment covered by this agreement.
13. Unless otherwise noted, the price quoted herein is not inclusive of any state or local sale/use taxes.

SERVICE AGREEMENT

Service Account Information:

This service agreement details the frequency of service, equipment serviced and services The Waldinger Corporation includes for your facility.

The agreement covers scheduled equipment maintenance and inspection. If your facility requires parts, repairs or new equipment installation not covered within this agreement, Waldinger can consult as well as assist with replacing the parts or equipment. We give service priority and preferred labor rates to customers with service agreements.

We will invoice the agreement amount below upon completion of each service visit. Please review the full terms and conditions attached to this agreement on the final page of this document.

This arrangement will be in effect for one year from 11/1/2020 and will continue until terminated.

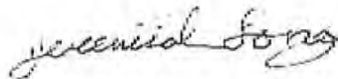
The Waldinger Corporation will review and adjust the value of this agreement annually based on actual cost of service. This is typically a 3% increase annually.

Agreement Price:

\$7,360.00 annually, tax not included

Respectfully Submitted by:

The Waldinger Corporation
2601 Bell Avenue
Des Moines, Iowa 50321



Jeremiah Long
Business Development
11/2/2020

Accepted by:

Jasper County Sheriff's Office
2300 Law Center Drive
Newton, IA 50208

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

Dennis Parrott, Auditor



Mailing Address: PO Box 662 · Newton, IA 50208

Shipping Address: 218 W. 10th St. N. · Newton, IA 50208
Office: 641.417.9000 · Fax: 641.787.0108

October 27, 2020

Mr. Adam Sparks
Jasper County Maintenance
101 1st St N
Newton, IA 50208

RE: Install Generator Set at Courthouse

Dear Adam:

DPAI proposes to provide labor and materials to install the 300kw generator set on 8" concrete pad /piers with wiring tied into existing generator set tap box for a sum of \$ 17,100.00.

Excludes Sales Tax

Recommendation:

The pad should be designed by an engineer to make sure it will withstand the load.

DPAI will not be responsible for pad design.

If you need further information or have questions, please contact me at 641-417-9000 or carroll@dpaielectric.com.

Sincerely,

Carroll DePenning

Carroll DePenning
Manager



Bid Date: 11/9/2020
Estimator: Adam Parton

Project Location: Jasper County Courthouse Generator

Current estimate to include the following:

Scope of work per Adam Sparks
Complete trenching, digging, and backfilling as needed for electrical.
Complete pouring of generator pad. 8" thick with piers
Complete setting of owner provided generator.
Complete feeder for generator from exterior tap box. (1000 amp feeder conduits and wire)
Complete feed for battery charger and block heater.

Job Total: \$28,600.00

*** pricing good for 30 days ***

Exclusions:

Fuel to be supplied by owner
Final grade, Grass seed or Sod
Staking or surveying fees
Generator and ATS supplied by owner
Engineering fees
Allowances of any kind
Overtime or nighttime hours

Thank you for the opportunity to bid this project, if you have any questions or concerns please feel free to contact me anytime. (515)-577-3282 cell

Adam Parton
Commercial Estimator
Kline Electric





Phone 641-791 WIRE(9473) • Fax 641-791-9484

500 Iowa Speedway Drive
Newton, IA 50208

10/16/2020

JASPER COUNTY COURTHOUSE GENERATOR

Newton, Iowa

Van Maanen Electric, Inc. scope of work:

- Skilled workmanship and craftsmanship
- Daily clean-up of job site
- Complete trenching, digging, and backfilling as needed for electrical
- Complete pouring of generator pad
- Complete setting of owner provided generator
- Complete feeder for generator from exterior tap box
- Complete feed for battery charger and block heater

Exclusions

- Taxes
- Providing generator
- Providing new breakers for existing panel

Base Price **\$ 14,100.00**

If you have any questions feel free to call.
Sincerely,

CHAD PRICE

Chad Price
641-791-9473

Resolution 20

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

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies the following appointment to the Auditor for payroll implementation:

| <u>DEPARTMENT</u> | <u>POSITION</u> | <u>EMPLOYEE</u> | <u>PAY RATE</u> | <u>RANGE/STEP</u> | <u>EFFECTIVE DATE</u> |
|-------------------|-----------------|-----------------|-----------------|---------------------------------------|-----------------------|
| Sheriff's Office | Deputy Sheriff | Joshua Borg | \$26.06 | Hire-In Rate Merged Union Scale | 11/30/2020 |

Resolution adopted this 17th day of November 2020

Brandon Talsma, Chairman

Attest:

Dennis Parrott, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES
BOOK 21 11/172020 PAGE

November 12, 2020

Jasper County Engineer
c/o Paul Geilenfeldt, PE
910 N 11th Ave. E
Newton, IA, 50208



RE: Project Auditing and Close Out Services

Dear Paul;

Thank you for allowing CGA the opportunity to provide you with a proposal for Auditing and Close-Out Services for seven construction projects. Our Scope of Services will include reviewing the project documentation and IDOT audit forms then following up to reconcile outstanding issues with the goal of assisting the County with obtaining IDOT acceptance of the project documentation and, ultimately, final acceptance/close-out of the projects

We propose to provide the above scope of services on a time and expense hourly basis charged in accordance with the attached Rate Schedule. The primary person who will be working on the project will be charged as a Construction Project Manager with a billing rate of \$89.00/hr. Also, refer to Attachment A, for our Standard Terms and Conditions.

Each week, a summary of activities and time charged will be provided to enable you to track costs as they are incurred. The goal will be for these seven projects to be accepted and closed out by the IDOT by December 31st 2020. However, this schedule is highly dependent on factors outside of CGA's control and cannot be guaranteed.

If you are in agreement with the scope and budget as presented, please authorize the execution of this proposal in the indicated position below. Please retain one copy for your files and return the other to this office as our "Notice to Proceed." Let me know if you have any questions.

Sincerely,

CLAPSADDLE-GARBER ASSOCIATES, INC. (ENGINEER)

A handwritten signature in blue ink that reads 'Matt Garber'.

Matt Garber, P.E./P.L.S.
President

Authorized by (Client):

Signature

Date:

Title



Hourly Rate Schedule
Clapsaddle-Garber Associates, Inc.

The following hourly rates shall be effective through December 31, 2020.

| | | | |
|---------------------------|----------|--------------------------------|-----------|
| Partner | \$202.00 | Sr. Professional Land Surveyor | \$117.00 |
| Principal | \$156.00 | Professional Land Surveyor | \$99.00 |
| Sr. Project Manager | \$140.00 | Sr. Lead Surveyor | \$97.00 |
| Project Manager | \$120.00 | Lead Surveyor | \$77.00 |
| Associate Project Manager | \$113.00 | Survey Tech | \$57.00 |
| Sr. Project Engineer | \$107.00 | Summer Intern | \$46.00 |
| Project Engineer | \$101.00 | | |
| Sr. Design Engineer | \$92.00 | Survey Crew (One Person) | \$85.00 |
| Design Engineer II | \$88.00 | Survey Crew (Two Person) | \$129.00 |
| Design Engineer I | \$81.00 | | |
| | | | |
| Sr. Design Tech | \$82.00 | * Construction Project Manager | \$89.00 * |
| Design Tech | \$75.00 | Sr. Construction Tech | \$69.00 |
| Sr. CADD Tech | \$68.00 | Construction Tech | \$59.00 |
| CADD Tech | \$59.00 | Lab Manager | \$74.00 |
| | | | |
| GIS Director | \$115.00 | Sr. Administrative Assistant | \$66.00 |
| Planner, Project Manager | \$110.00 | Administrative Assistant | \$56.00 |
| Aviation Specialist | \$89.00 | | |
| ROW Agent | \$83.00 | | |
| GIS Technician | \$71.00 | | |

Expenses: In addition to the above hourly labor rates, expenses shall be reimbursed in accordance with the following. Vehicle mileage shall be reimbursed at \$0.65 per mile for automobiles/light trucks and \$1.00 per mile for survey equipment vehicles. ATV's shall be reimbursed at \$55.00 per day. Total Station/GPS survey equipment shall be reimbursed at \$25.00 per hour. All other expenses incurred in connection with the services provided shall be reimbursed at the rate of the actual costs incurred.

ATTACHMENT A
CLAPSADDLE-GARBER ASSOCIATES INC.
STANDARD TERMS AND CONDITIONS

PARTIES

"ENGINEER" shall mean Clapsaddle-Garber Associates, Inc.
"CLIENT" shall mean the person or entity executing this Agreement with "ENGINEER."

STANDARD OF CARE

Services provided by ENGINEER under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project.

ENGINEER PROVIDES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ITS SERVICES.

RIGHT OF ENTRY

The CLIENT shall provide for complete and continuous access to the Project site in order for ENGINEER to timely perform its services and shall provide for entry for the employees, agents and subcontractors of ENGINEER and for all necessary equipment. While ENGINEER shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

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

TERMINATION

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

INFORMATION PROVIDED BY OTHERS

ENGINEER shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to ENGINEER such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors. CLIENT hereby warrants the accuracy and completeness of the information provided by CLIENT to ENGINEER, and ENGINEER shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for ENGINEER to assure the accuracy, completeness and sufficiency of such CLIENT-furnished information, either because it is provided by others, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER Group harmless from and against any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expenses or damages of any nature whatsoever (including, without limitation, damages to property, injuries or death to persons, fines, penalties) arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by ENGINEER or its subcontractors. ENGINEER will use the standard of care defined in this Agreement in providing this service. The information that ENGINEER must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER Group for any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expense or damages of any nature whatsoever arising out of the location of underground utilities provided or any information related to underground utilities provided to or by ENGINEER under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that ENGINEER shall not be responsible for the acts or omissions of the contractor or contractors, and their respective affiliated companies, officers, directors, equityholders, employees, agents, subcontractors, suppliers, or other persons or entities responsible for performing work on the Project (collectively, the "Contractor Group") that is not in conformance with the construction Contract Documents, if any, prepared by ENGINEER under this Agreement. ENGINEER shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the Contractor Group. In addition, CLIENT agrees that ENGINEER is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

The ENGINEER shall not supervise, direct or have control over the Contractor's work, not have any responsibility for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The ENGINEER shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

CLAPSADDLE-GARBER ASSOCIATES INC.
STANDARD TERMS AND CONDITIONS

JOBSITE SAFETY

Neither the professional activities of the ENGINEER/Surveyor, nor the presence of the ENGINEER's/Surveyor's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the *Contract Documents* and any health or safety precautions required by any regulatory agencies. The ENGINEER's/Surveyor's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety.

SHOP DRAWING REVIEW

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

OPINIONS OF PROBABLE COST

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

CONSTRUCTION OBSERVATION

If, as part of this Agreement ENGINEER is providing construction observation services, ENGINEER shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained ENGINEER to make detailed inspections or to provide exhaustive or continuous project review and observation services. ENGINEER does not guarantee the performance of, and CLIENT hereby agrees that ENGINEER shall have no responsibility for, the acts or omissions of the Contractor Group or any other person or entity furnishing materials or performing any work on the Project (other than ENGINEER and its subconsultants). ENGINEER shall advise the CLIENT if ENGINEER observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

If the Owner desires more extensive project observation or fulltime project representation, the Owner shall request that such services be provided by the ENGINEER as Additional Services in accordance with the terms of this Agreement.

OTHER SERVICES

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

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All drawings, reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by ENGINEER as instruments of service (the "ENGINEER Deliverables") shall remain the property of ENGINEER and ENGINEER shall retain title in the ENGINEER Deliverables. ENGINEER grants to CLIENT a limited non-exclusive license to use the ENGINEER Deliverables for the construction and operation of the Project (the "Specified Purpose"). All other uses of the ENGINEER Deliverables by CLIENT Group are prohibited, including, without limitation, reuse of the ENGINEER Deliverables, use of the ENGINEER Deliverables for the expansion or modification of the Project, or for use on other projects. Except in connection with a Specified Purpose and then only to those persons or entities necessary, CLIENT shall not disclose, market or distribute ENGINEER Deliverables to third parties. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold ENGINEER Group harmless from any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expenses or damages of any nature whatsoever arising out of, resulting from or in any way related to the use by CLIENT or any other person or entity of any ENGINEER Deliverable for any purpose other than the Specified Purpose.

CERTIFICATE OF MERIT

The Owner shall make no claim (whether directly, in the form of a third-party claim, or for indemnity) against the ENGINEER unless the Owner shall have first provided the ENGINEER with a written certification executed by an independent ENGINEER/Surveyor licensed in Iowa to practice in the same discipline as the ENGINEER/Surveyor specifying those acts or omissions which the certifier contends constitutes a violation of the standard of care expected of an ENGINEER/Surveyor performing professional services under similar circumstances and upon which the claim will be premised. Such certification shall be provided to the ENGINEER/Surveyor thirty (30) days prior to the presentation of, and shall be a precondition to any such claim or the institution of, any arbitration or judicial proceeding.

DISPUTE RESOLUTION

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

EXCUSABLE EVENTS

ENGINEER shall not be responsible for any event or circumstance that is beyond the reasonable control of ENGINEER that has a

CLAPSADDLE-GARBER ASSOCIATES INC.
STANDARD TERMS AND CONDITIONS

demonstrable and adverse effect on ENGINEER's ability to perform its obligations under this Agreement or ENGINEER's cost and expense of performing its obligations under this Agreement (an "Excusable Event"). When an Excusable Event occurs, the CLIENT agrees Engineer is not responsible for damages, nor shall ENGINEER be deemed to be in default of this Agreement, and ENGINEER shall be entitled to a change order to equitably adjust for ENGINEER's increased time and/or cost to perform its services due to the Excusable Event.

LIMITATION OF LIABILITY; WAIVER OF CONSEQUENTIAL DAMAGES

In recognition of the relative risks and benefits of the Project to both CLIENT and ENGINEER, the risks have been allocated such that CLIENT agrees, to the fullest extent of the law, to limit the liability of Engineer and its officers, directors, equityholders, employees, agents, subconsultants, and affiliated companies (collectively, the "ENGINEER Group") to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other cost, expense or damage of any nature whatsoever resulting in any way related to the Project or Agreement from any cause or causes to an amount that shall not exceed the compensation received by ENGINEER under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including negligence for professional acts, errors or omissions, strict liability, breach of contract, expressed or implied warranty, contribution, expressed indemnity, implied contractual indemnity, equitable indemnity, tort and all other claims. Except for the limitation of liability above, the CLIENT waives any claim or cause of action against the ENGINEER Group arising from or in connection with the performance of services for the Project or this Agreement.

The ENGINEER Group shall not be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines and CLIENT hereby releases the ENGINEER Group from any such liability.

INDEMNIFICATION

Subject to the limitation of liability above, ENGINEER agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees and defense costs, or costs of any nature whatsoever to the extent caused by ENGINEER's negligent performance of service under this Agreement and that of its officers, directors, equityholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER Group against all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other cost, expense or damage of any nature whatsoever to the extent caused by the acts or omissions of CLIENT and its affiliated companies, officers, directors, equityholders, employees, agents, contractors, subcontractors, engineers, designers, and consultants (other than ENGINEER) (collectively, the "CLIENT Group") in connection with this Project.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or delegate any duties under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Any such assignment or delegation not in accordance with the terms of this Agreement shall be null and void.

SEVERABILITY, SURVIVAL AND WAIVER

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

GOVERNING LAW; JURISDICTION AND VENUE

This Agreement and all matters arising under or in connection with this Agreement shall be governed by, construed and interpreted pursuant to the laws in the state of the locale of ENGINEER's address written in this Agreement without regard to conflicts of law principles. In any suit relating to this Agreement, CLIENT and ENGINEER unconditionally and voluntarily consent to be subject to the exclusive jurisdiction of the state or federal courts sitting in Iowa and hereby waive any objections to venue lying therein. Each of the parties hereby consents to service of process anywhere in the world.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of ENGINEER to provide equal employment opportunities for all. ENGINEER will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and ENGINEER and supersedes all prior or contemporaneous negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms. Any amendments, changes or alterations to this Agreement shall only be binding if reduced to writing and signed by both parties.

SIGNATURES

This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same agreement. Original, facsimile, or electronic signatures by the parties are deemed acceptable for binding the parties to the Agreement.

NOTICES

All formal notices requests, demands, and other communications required under this Agreement shall be in writing and shall be hand delivered to the party or mailed by overnight registered or certified mail, postage prepaid, return receipt requested, to the address of the respective party set forth in this Agreement and to the attention of the respective person signing this Agreement on behalf of the party. The date of hand delivery or the date of mailing in accordance with the foregoing sentence shall be deemed to be the date of delivery of any such notice.

CONSULTING ENGINEERING CONTRACT

COUNTY JASPER
COUNTY BRIDGE NO. T06
FHWA No. 030840
PROJECT No. _____

I. GENERAL

This CONTRACT made and entered into this _____ day of NOVEMBER, 2020, by and between the Board of Supervisors of JASPER County, Iowa, Party of the First Part, hereinafter referred to as the "COUNTY" and Calhoun-Burns and Associates, Inc., West Des Moines, Iowa, doing business as a corporation incorporated under the laws of Iowa, Party of the Second Part, hereinafter referred to as the "CONSULTING ENGINEER". A member of the firm is a licensed professional engineer in Iowa, with registration in a field appropriate to the work involved in this CONTRACT.

II. SCOPE OF SERVICES

THE COUNTY PROPOSES TO IMPROVE A BRIDGE LOCATED NEAR THE CENTER OF SECTION 12, T-78N, R-17W,

AND THE COUNTY desires to employ the CONSULTING ENGINEER in connection with the engineering work to be performed in accomplishing the objectives of the Farm to Market Road Laws (Current Code of Iowa) and other applicable laws and regulations of the State of Iowa and the United States, consisting of 0.1± miles of roadway and ONE major structure as follows:

HYDRAULICS, PRELIMINARY AND FINAL DESIGN OF A PRETENSIONED PRESTRESSED CONCRETE BEAM (PPCB) BRIDGE, 40-FOOT ROADWAY WITH OPEN CONCRETE RAIL. THE PROJECT INCLUDES ROAD DESIGN AS NECESSARY TO PROPERLY CONNECT TO THE EXISTING COUNTY HIGHWAY SYSTEM, AND INCLUDES SUBMITTALS TO THE IOWA DOT, IOWA DNR AND USACOE, AS NECESSARY. (hereinafter referred to as the "CONSULTING ENGINEER". A member of the firm is a licensed professional engineer in Iowa, with registration in a field appropriate to the work involved in this CONTRACT.) The authority of the COUNTY to enter into the CONTRACT is found in Chapter 310, current Code of Iowa.

III. TIME OF BEGINNING AND COMPLETION OF THE WORK

- THE COUNTY PROPOSES TO IMPROVE A BRIDGE LOCATED NEAR THE CENTER OF SECTION 12, T-78N, R-17W,
- If no specific time period is indicated, CONSULTING ENGINEER shall complete its services within a reasonable period of time. Upon execution of this CONTRACT, the CONSULTING ENGINEER and the COUNTY may establish a schedule of work completion. Failure of the CONSULTING ENGINEER to maintain progress in accordance with this schedule may be cause for termination of the CONTRACT.
 - If, through no fault of CONSULTING ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTING ENGINEER'S services are impaired, or CONSULTING ENGINEER'S services are delayed or suspended, then the time for completion of CONSULTING ENGINEER'S services and the rates and amounts of CONSULTING ENGINEER'S compensation shall be adjusted equitably.
 - If COUNTY authorized changes in the scope, extent, or character of the Project, then the time for completion of CONSULTING ENGINEER'S services and the rates and amounts of CONSULTING ENGINEER'S compensation shall be adjusted equitably.
 - COUNTY shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the CONSULTING ENGINEER'S performance of its services.

IV. NUMBER OF COPIES

The CONSULTING ENGINEER shall furnish to the COUNTY:

- 1 electronic copy in PDF format of preliminary plan drawings.
- 0 electronic copy in PDF format of shop drawings for steel structures.
- 0 electronic copy in PDF format of road plans for reconnaissance and field exam.
- 0 electronic copy in PDF format of drainage plans.
- 0 electronic copy in PDF format of capacity analyses computations.
- 0 electronic copy in PDF format of road plans and cross sections after field exam corrections for soils recommendations.
- 1 electronic copy in PDF format of check plan drawings.

V. FEES

A. SURVEYS

NOT A PART OF THIS CONTRACT. TO BE PROVIDED BY COUNTY.

B. ROAD PLANS

| | |
|-----------------------------------|---|
| PRELIMINARY DESIGN AND DETAILING: | LUMP SUM = \$ 3,880.00 |
| FINAL DESIGN AND DETAILING: | TO BE NEGOTIATED UPON DETERMINATION OF FINAL SCOPE OF WORK. |

C. BRIDGE PLANS

| | |
|---------------------------------------|---|
| PRELIMINARY DESIGN: | LUMP SUM = \$ 5,940.00 |
| PRELIMINARY DETAILING: | LUMP SUM = \$ 5,690.00 |
| COORDINATION AND SUBMITTALS: | AT HOURLY RATES (ESTIMATED TO BE \$2,400) |
| FINAL DESIGN AND DETAILING: | TO BE NEGOTIATED UPON DETERMINATION OF FINAL SCOPE OF WORK. |
| GENERAL SERVICES DURING CONSTRUCTION: | TO BE NEGOTIATED UPON DETERMINATION OF FINAL SCOPE OF WORK. |

D. CULTURAL, HISTORICAL, ARCHAEOLOGICAL INVESTIGATIONS

IF REQUIRED, AT ACTUAL COST CHARGED BY A QUALIFIED CONSULTANT WORKING AS A SUBCONSULTANT TO THE CONSULTING ENGINEER AND ARRANGED FOR BY THE CONSULTING ENGINEER.

E. WETLANDS, ENDANGERED SPECIES INVESTIGATIONS – EOR IOWA, LLC.

| | |
|------------------------------------|----------------------|
| CONFIRMATION OF NATIONWIDE PERMIT: | LUMP SUM = \$ 150.00 |
|------------------------------------|----------------------|

IF WETLAND DELINEATION OR ADDITIONAL ASSESSMENTS ARE REQUESTED BY USACOE, PRIOR AUTHORIZATION FROM THE COUNTY ENGINEER WILL BE REQUIRED.

F. LEAD/ASBESTOS TESTING – IOWA ENVIRONMENTAL SERVICES

PAINTING / ASBESTOS TESTING:

LUMP SUM = \$ 570.00

G. RIGHT-OF-WAY

NOT A PART OF THIS CONTRACT. TO BE PROVIDED BY THE COUNTY.

H. SUBSURFACE INVESTIGATIONS

IF REQUIRED, AT ACTUAL COST CHARGED BY A GEOTECHNICAL CONSULTANT WORKING AS A SUBCONSULTANT TO THE CONSULTING ENGINEER AND ARRANGED FOR BY THE CONSULTING ENGINEER.

I. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) COORDINATION

NOT A PART OF THIS CONTRACT. TO BE PROVIDED BY THE COUNTY.

VI. PAYMENTS

Payments shall be made to the CONSULTING ENGINEER as follows:

- A. The CONSULTING ENGINEER may submit monthly statements with proof to the COUNTY for services rendered on the CONTRACT to date. Upon acceptance by the COUNTY, payment will be made promptly. Final payment will be made upon acceptance of the completed plans.
- B. If after the Effective Date of the CONTRACT any governmental entity takes a legislative action that imposes taxes, fees, or charges on CONSULTING ENGINEER'S services or compensation under this CONTRACT, then the CONSULTING ENGINEER shall invoice such new taxes, fees, or charges as a Reimbursable Expense. COUNTY shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which CONSULTING ENGINEER is entitled under the terms of this CONTRACT.

VII. MISCELLANEOUS PROVISIONS

A. OWNERSHIP OF ENGINEERING DOCUMENTS

- (1) All survey notes, sketches, tracings, plans, specifications, reports on special studies and other data prepared under this CONTRACT shall be delivered to the COUNTY upon request.
- (2) Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- (3) All work furnished by the CONSULTING ENGINEER, including data on electronic media, pursuant to this CONTRACT, are instruments of its Services toward the said Project. They are not intended or represented to be suitable for reuse by the COUNTY or others on extensions of the said Project or any other project. Any such reuse without written verification and adaptation by the CONSULTING ENGINEER for specific purposes intended will be at the user's sole risk and without liability or legal exposure to the CONSULTING ENGINEER. Any such verification and adaptation shall entitle the CONSULTING ENGINEER to further compensation at hourly billing rates plus expenses or a lump sum to be agreed upon at that time.

B. CHANGES OF WORK

If the CONSULTING ENGINEER is of the opinion that any work it has been directed to perform is beyond the scope of this CONTRACT and constitutes extra work, it shall promptly notify the COUNTY in writing of that fact. In the event the COUNTY determines that such work does constitute extra work, it shall provide extra compensation to the CONSULTING ENGINEER upon a basis of hourly billing rates, plus actual expenses or a negotiated lump sum. No claims for extra work can be made by the CONSULTING ENGINEER without receiving written agreement from the COUNTY in advance. Major changes in the scope of the anticipated work shall require negotiation of a supplemental CONTRACT.

C. DELAYS

The CONSULTING ENGINEER will notify the COUNTY of any unusual delay including the reasons therefore, to its normal progress in the preparation of plans, either actual or prospective, and request an appropriate extension of time. Action by the COUNTY on such requests may be subject to approval by the Iowa Department of Transportation and/or the Federal Highway Administration.

D. TERMINATION

If the COUNTY should desire to suspend or terminate the service to be rendered by the CONSULTING ENGINEER under this CONTRACT, such suspension or termination may be effected by the COUNTY giving the CONSULTING ENGINEER written notice 30 days in advance. Payment is to be made by the COUNTY for the CONSULTING ENGINEER'S services, based on hourly billing rates, plus actual expenses.

E. ARBITRATION

Any dispute between the COUNTY and the CONSULTING ENGINEER, not otherwise resolved by the parties pursuant to the provisions of this CONTRACT, including the documents incorporated herein by reference, shall be settled by filing a proper action in the proper District Court of the State of Iowa, and subsequent arbitration as provided in Current Code of Iowa. This section is the only section of this CONTRACT relating to "arbitration" and Article 1109.12 of the Current "Standard Specifications, etc.", is deleted from, and is not a part of this CONTRACT.

F. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTING ENGINEER shall indemnify and save harmless the COUNTY, the Iowa Department of Transportation, State of Iowa, and the Federal Government from all claims and liability due to negligence of members, agents or employees of only the CONSULTING ENGINEER.

G. GENERAL COMPLIANCE WITH LAWS

The CONSULTING ENGINEER shall comply with Federal, State and local laws and ordinances applicable to the work.

H. SUBLETTING, ASSIGNMENT OR TRANSFER

Subletting, assignment or transfer of all or part of the interest of the CONSULTING ENGINEER is prohibited unless written consent is obtained from the COUNTY.

I. DESIGN CRITERIA

Design criteria shall be the applicable Farm to Market Design Guides and the AASHTO Design Guides for Local Roads and Streets and shall also conform to local requirements if within an incorporated area.

J. FORBIDDING USE OF OUTSIDE AGENTS

The CONSULTING ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTING ENGINEER, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTING ENGINEER, any fee, commissions, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to annul this CONTRACT without liability, or, in its discretion to deduct from the CONTRACT price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

K. EMPLOYMENT OF COUNTY WORKERS

The CONSULTING ENGINEER shall not engage, on a full or part-time basis during the period of the CONTRACT, any professional or technical personnel who are or have been at any time during the period of the CONTRACT in the employ of the COUNTY, except fully retired employees, without the written consent of the COUNTY.

L. ENGINEER'S CERTIFICATION OF PLANS

The CONSULTING ENGINEER shall place a licensed engineer's certification and seal on the title sheet of the completed plans, all in conformity with Chapter 542B, Code of Iowa.

M. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this CONTRACT, the CONSULTING ENGINEER, for itself, its assignees and successors in interest (herein referred to as the "Consultant"), agrees as follows:

(1) Compliance with Regulations

The Consultant will comply with the regulations of the U.S. Department of Transportation relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereafter referred to as the "regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

(2) Nondiscrimination

The Consultant, with regard to the work performed by it will not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The Consultant will not participate, either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix A-11 of the Regulations.

(3) Solicitations for subcontractors, Including Procurement of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontract or supplier shall be notified by the Consultant of the Consultant's obligations under this subcontract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.

(4) Information and Reports

The Consultant will provide all information and reports required by the regulations, orders and instruction issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY, the Iowa Department of Transportation or the Federal Highway Administration, to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the COUNTY, the Iowa Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain information.

(5) Sanctions for Noncompliance

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this CONTRACT, the COUNTY shall impose such CONTRACT sanctions as it, the Iowa Department of Transportation, or the Federal Highway Administration, may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Consultant under the CONTRACT until the Consultant complies, and/or
- (b) Cancellation, termination or suspension of the CONTRACT, in whole or in part.

(6) Incorporation of Provisions

The Consultant will include the provisions of Paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, orders or instruction issued pursuant thereof.

The Consultant will take such action with respect to any subcontractor procurement as the COUNTY, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the Consultant may request the COUNTY and State to enter into such litigation to protect their interests and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

N. ACCESS TO RECORDS

The CONSULTING ENGINEER and its subconsultants are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the CONTRACT period and for three years from the date of final payment under the CONTRACT, for inspection by the State, Federal Highway Administration, or any authorized representatives of the Federal Government and copies thereof shall be furnished if required.

O. THIRD PARTIES

Nothing expressed or referred to in this CONTRACT is intended or shall be construed to give any person, other than the parties hereto, any legal or equitable right, remedy or claim under this CONTRACT, it being the intention that this CONTRACT is for the sole and exclusive benefit of the parties hereto, and for the benefit of no other persons, corporations or other entities.

P. ATTORNEY

The COUNTY shall provide the services of a competent attorney, at no cost to the CONSULTING ENGINEER, who shall be experienced in legal matters pertaining to the type of work required by this project. The CONSULTING ENGINEER shall cooperate and assist said attorney during the course of his/her duties as attorney for the COUNTY.

The CONSULTING ENGINEER acknowledges that it is fully acquainted with the concept of the project as presently developed by the COUNTY, and that it is the intention of this CONTRACT with the CONSULTING ENGINEER to do work necessary to bring the plans on this project to the letting stage. Engineering decisions on this project are the responsibility of the CONSULTING ENGINEER, who will be required to furnish, to the COUNTY, factual data supporting decisions.

This CONTRACT expresses the entire CONTRACT between the parties and no representations, promises or warranties have been made by either of the parties that are not fully expressed herein. This CONTRACT may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of the day and year first above written.

**CONSULTING ENGINEER
CALHOUN-BURNS AND ASSOCIATES, INC.**

APPROVED FOR JASPER COUNTY:


MILTON C. CLEMENSON, P.E.
VICE PRESIDENT

BOARD OF SUPERVISOR – CHAIR

ATTESTED BY:

PAUL C. GEILENFELDT III, P.E.
MARSHALL COUNTY ENGINEER
FOR JASPER COUNTY

Resolution 20-_____

The Rita Hart Campaign has delivered to the Auditor a written request for a recount of the Marianne Miller-Meeks – Rita Hart 2nd Congressional District race.

THEREFORE, the Jasper County Board of Supervisors authorize the Jasper County Auditor to conduct a recount of the 2020 2nd Congressional District race between Marianne Miller-Meeks – Rita Hart.

Resolution passed and approved this 17th day of November, 2020.

Brandon Talsma, Chairman
Jasper County Board of Supervisors

Attest:

Dennis Parrott, Auditor

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

TO THE BOARD OF SUPERVISORS OF JASPER COUNTY:

I, Denise Allan, Recorder of the above named county and state do hereby certify that this is a true and correct statement of the fees collected by me in my office for the period of Oct 1, 2020 through Oct 31, 2020, and the same have been paid to the county Treasurer.

Denise Allan
Denise Allan, Jasper County Recorder

Date: November 9, 2020

Dennis Parrott, Jasper County Auditor

| | | | |
|--|-------------------------------|-------------------|--------------------|
| Recording Fees | 0001-1-07-8110-400000 | <u>\$7,470.00</u> | |
| | (+) E-File Recording Fees | <u>\$8,535.00</u> | <u>\$16,005.00</u> |
| Copies | 0001-1-07-8110-400000 | | <u>\$533.75</u> |
| Mailing Fees | 0001-1-07-8110-425000 | | <u>\$70.00</u> |
| Auditor's Trans | 0001-1-07-9010-410000 | <u>\$815.00</u> | |
| | (+) E-File Auditor Trans Fees | <u>\$275.00</u> | <u>\$1,090.00</u> |
| Co Trans Tax | 0001-1-07-8110-404000 | <u>\$2,341.13</u> | |
| | (+) E-File Trans Tax Fees | <u>\$1,685.08</u> | <u>\$4,026.21</u> |
| Over Payments | 0001-4-07-0054-822000 | | <u>\$32.10</u> |
| ELSI Co Fees | 0001-1-07-8110-403000 | | <u>\$311.75</u> |
| Co Boat Title | 0001-1-22-6110-412000 | | <u>\$40.00</u> |
| Co Boat Lien | 0001-1-07-8110-418000 | | <u>\$5.00</u> |
| Snow Title/Lien | 0001-1-07-8110-401100 | | <u>\$10.00</u> |
| ATV/ORV Title/Lien | 0001-1-07-8110-401200 | | <u>\$180.00</u> |
| Vital Cert Co | 0001-1-07-8110-413000 | | <u>\$728.00</u> |
| Co ATV/UTV Permit | 0001-1-07-8110-401300 | | <u>\$460.00</u> |
| Co Marriages | 0001-1-07-8110-417000 | | <u>\$68.00</u> |
| Int Bank Acct | 0001-4-07-0054-600000 | | <u>\$2.16</u> |
| Record Mgmt | 0024-1-07-8110-414000 | <u>\$357.00</u> | |
| | (+) E-File Record Mgmt Fees | <u>\$329.00</u> | <u>\$686.00</u> |
| E-Fees | 5300-1-77-0500-416000 | <u>\$357.00</u> | |
| | (+) E-File E-Fees | <u>\$329.00</u> | <u>\$686.00</u> |
| Misc Revenue Fees | 0001-1-07-8110-849000 | | <u>\$7.00</u> |
| Total County Fee Collected for <u>October 2020</u> | | | <u>\$24,940.97</u> |

Denise Allan
County Recorder

Account Balance Report
From 10/1/2020 Through 10/31/2020

Jasper County, Iowa
101 1st St N Rm 205
Newton, IA 50208
(641) 792-5442

Revenue Totals

Charge Payment Totals

| Account Number | Account Description | Revenue Totals | | | Charge Payment Totals | | | Drawer (1) + (2) + (3) | |
|------------------------------------|-------------------------------|-------------------|--------|------------------|-----------------------|------------|-----------|---------------------------|------------------|
| | | Cash/Check (1) | Charge | Other Pay (2) | Sub Total | Cash/Check | Other Pay | | Sub Total (3) |
| 01-01-01 | Recording 0001-1-8110-4000-I | \$7,375.00 | \$5.00 | \$90.00 | \$7,470.00 | \$0.00 | \$0.00 | \$0.00 | \$7,465.00 |
| 01-01-02 | Recd Mgmt0024-1-8110-4140- | \$347.00 | \$1.00 | \$9.00 | \$357.00 | \$0.00 | \$0.00 | \$0.00 | \$356.00 |
| 01-01-03 | E-Fee 5300-1-0500-4160-77 | \$347.00 | \$1.00 | \$9.00 | \$357.00 | \$0.00 | \$0.00 | \$0.00 | \$356.00 |
| 01-02-00 | Auditors 0001-1-9010-4100-07 | \$900.00 | \$0.00 | \$15.00 | \$915.00 | \$0.00 | \$0.00 | \$0.00 | \$915.00 |
| 01-03-01 | Co Tran Tax0001-1-8110-4040 | \$2,341.13 | \$0.00 | \$0.00 | \$2,341.13 | \$0.00 | \$0.00 | \$0.00 | \$2,341.13 |
| 01-03-02 | State Tran Tax | \$11,230.87 | \$0.00 | \$0.00 | \$11,230.87 | \$0.00 | \$0.00 | \$0.00 | \$11,230.87 |
| 01-05-02 | Copies 0001-1-8110-4000-07 | \$533.75 | \$0.00 | \$0.00 | \$533.75 | \$0.00 | \$0.00 | \$0.00 | \$533.75 |
| ***** Account Group 01 Total ***** | | \$22,974.75 | \$7.00 | \$123.00 | \$23,104.75 | \$0.00 | \$0.00 | \$0.00 | \$23,097.75 |
| 02-04-01 | Marr Co 0001-1-8110-4170-07 | \$48.00 | \$0.00 | \$20.00 | \$68.00 | \$0.00 | \$0.00 | \$0.00 | \$68.00 |
| 02-04-02 | Marriage License - State | \$372.00 | \$0.00 | \$155.00 | \$527.00 | \$0.00 | \$0.00 | \$0.00 | \$527.00 |
| 02-04-03 | 3 Day Waiver | \$5.00 | \$0.00 | \$0.00 | \$5.00 | \$0.00 | \$0.00 | \$0.00 | \$5.00 |
| 02-04-04 | Vitalcertcc0001-1-8110-4130-C | \$656.00 | \$0.00 | \$72.00 | \$728.00 | \$0.00 | \$0.00 | \$0.00 | \$728.00 |
| 02-04-05 | Vital Cert State | \$1,804.00 | \$0.00 | \$198.00 | \$2,002.00 | \$0.00 | \$0.00 | \$0.00 | \$2,002.00 |
| 02-04-06 | Vital Pl Copy01-1-8110-4080-C | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| ***** Account Group 02 Total ***** | | \$2,885.00 | \$0.00 | \$445.00 | \$3,330.00 | \$0.00 | \$0.00 | \$0.00 | \$3,330.00 |
| 03-01-01 | Passprt Co 0001-1-8110-4150 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 03-01-02 | Passport - Federal | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 03-03-01 | Expedite Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| ***** Account Group 03 Total ***** | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 05-01-00 | Hunting & Fishing/Elsi | \$842.50 | \$0.00 | \$652.50 | \$1,495.00 | \$0.00 | \$0.00 | \$0.00 | \$1,495.00 |
| 05-01-01 | H&Fwf/Elsi 0001-1-8110-4030- | \$200.00 | \$0.00 | \$111.75 | \$311.75 | \$0.00 | \$0.00 | \$0.00 | \$311.75 |
| 05-01-04 | Boat Registration Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 05-01-05 | Snow & Atv Registration Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 05-01-06 | Boat Title Fee | \$20.00 | \$0.00 | \$20.00 | \$40.00 | \$0.00 | \$0.00 | \$0.00 | \$40.00 |
| 05-01-07 | Boat Lien Fee | \$0.00 | \$0.00 | \$5.00 | \$5.00 | \$0.00 | \$0.00 | \$0.00 | \$5.00 |
| 05-01-08 | Snow Title Fee | \$5.00 | \$0.00 | \$5.00 | \$10.00 | \$0.00 | \$0.00 | \$0.00 | \$10.00 |
| 05-01-09 | Snow Lien Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 05-01-10 | Atv Title Fee | \$120.00 | \$0.00 | \$30.00 | \$150.00 | \$0.00 | \$0.00 | \$0.00 | \$150.00 |
| 05-01-11 | Atv Lien Fee | \$30.00 | \$0.00 | \$0.00 | \$30.00 | \$0.00 | \$0.00 | \$0.00 | \$30.00 |
| 05-01-12 | Rsu Perm/Elsi | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Cott
Systems

Prepared On : Monday, November 9, 2020 1:06 pm
Application Version : 3.12.13.29

Denise Allan
County Recorder

Account Balance Report
From 10/1/2020 Through 10/31/2020

Jasper County, Iowa
101 1st St N Rm 205
Newton, IA 50208
(641) 792-5442

Revenue Totals

Charge Payment Totals

| Account Number | Account Description | Revenue Totals | | | | Charge Payment Totals | | | Drawer (1) + (2) + (3) |
|----------------|-------------------------------|-------------------|--------|------------------|------------|-----------------------|-----------|------------------|---------------------------|
| | | Cash/Check (1) | Charge | Other Pay (2) | Sub Total | Cash/Check | Other Pay | Sub Total (3) | |
| 05-01-13 | Nrohvu Perm/Elsi | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 05-01-14 | Nrsu Perm/Elsi | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 05-02-01 | Boat,Write 0001-1-8110-4020- | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 05-02-03 | Sno/Atv Wf 0001-1-8110-4010 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 05-02-04 | Atv/Orv T&L Co 00011811040' | \$150.00 | \$0.00 | \$30.00 | \$180.00 | \$0.00 | \$0.00 | \$0.00 | \$180.00 |
| 05-02-05 | Snow T&L Co 001-1-8110-401 | \$5.00 | \$0.00 | \$5.00 | \$10.00 | \$0.00 | \$0.00 | \$0.00 | \$10.00 |
| 05-02-06 | Bt Title Co 001-1-6110-4120-2 | \$20.00 | \$0.00 | \$20.00 | \$40.00 | \$0.00 | \$0.00 | \$0.00 | \$40.00 |
| 05-02-07 | Bt Lien Co 0001-1-8110-4180- | \$0.00 | \$0.00 | \$5.00 | \$5.00 | \$0.00 | \$0.00 | \$0.00 | \$5.00 |
| 05-03-01 | Use Tax | \$465.00 | \$0.00 | \$1,374.00 | \$1,839.00 | \$0.00 | \$0.00 | \$0.00 | \$1,839.00 |
| 05-03-02 | la Sales Tax | \$990.00 | \$0.00 | \$336.00 | \$1,326.00 | \$0.00 | \$0.00 | \$0.00 | \$1,326.00 |
| 05-03-03 | Local Option Tax | \$165.00 | \$0.00 | \$56.00 | \$221.00 | \$0.00 | \$0.00 | \$0.00 | \$221.00 |
| 05-03-04 | School Tax | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 05-03-05 | Overpaymt 0001-4-0054-8220 | \$32.10 | \$0.00 | \$0.00 | \$32.10 | \$0.00 | \$0.00 | \$0.00 | \$32.10 |
| 05-03-06 | Rvvr | \$2,244.25 | \$0.00 | \$1,208.30 | \$3,452.55 | \$0.00 | \$0.00 | \$0.00 | \$3,452.55 |
| 05-03-07 | Mall Fee 0001-1-07-8110-4256 | \$40.00 | \$0.00 | \$30.00 | \$70.00 | \$0.00 | \$0.00 | \$0.00 | \$70.00 |
| ***** | Account Group 05 Total ***** | \$9,328.85 | \$0.00 | \$3,888.55 | \$9,217.40 | \$0.00 | \$0.00 | \$0.00 | \$9,217.40 |
| 06-01-01 | Balance Brought Forward | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 06-01-02 | Payment | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| ***** | Account Group 06 Total ***** | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 07-01-01 | Ucc Search 0001-1-8110-4000 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 07-01-02 | Ucc1/Term 0001-1-8110-4000- | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 07-02-01 | Fedtxsearch0001-1-8110-400C | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 07-03-01 | Interest On Bank Account | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| ***** | Account Group 07 Total ***** | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 08-01-01 | Clris-Standard Fee | \$0.00 | \$0.00 | \$8,535.00 | \$8,535.00 | \$0.00 | \$0.00 | \$0.00 | \$8,535.00 |
| 08-01-02 | Clris-Document Management i | \$0.00 | \$0.00 | \$329.00 | \$329.00 | \$0.00 | \$0.00 | \$0.00 | \$329.00 |
| 08-01-03 | Clris-Erecording Fee | \$0.00 | \$0.00 | \$329.00 | \$329.00 | \$0.00 | \$0.00 | \$0.00 | \$329.00 |
| 08-01-04 | Clris-Additional Tran Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 08-01-05 | Clris-Transfer Fee | \$0.00 | \$0.00 | \$275.00 | \$275.00 | \$0.00 | \$0.00 | \$0.00 | \$275.00 |
| 08-01-06 | Clris-Transfer Tax | \$0.00 | \$0.00 | \$9,768.80 | \$9,768.80 | \$0.00 | \$0.00 | \$0.00 | \$9,768.80 |

Cott
Systems

Prepared On : Monday, November 9, 2020 1:06 pm
Application Version : 3.12.13.29

Denise Allan
County Recorder

Account Balance Report
From 10/1/2020 Through 10/31/2020

Jasper County, Iowa
101 1st St N Rm 205
Newton, IA 50208
(641) 792-5442

Revenue Totals

Charge Payment Totals

| Account Number | Account Description | Cash/Check (1) | Charge | Other Pay (2) | Sub Total | Cash/Check | Other Pay | Sub Total (3) | Drawer (1) + (2) + (3) |
|----------------|------------------------------------|-------------------|--------|------------------|-------------|------------|-----------|------------------|---------------------------|
| | ***** Account Group 08 Total ***** | \$0.00 | \$0.00 | \$19,236.80 | \$19,236.80 | \$0.00 | \$0.00 | \$0.00 | \$19,236.80 |
| 11-68-10 | Writing Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | ***** Account Group 11 Total ***** | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 12-01-01 | County Permits | \$260.00 | \$0.00 | \$200.00 | \$460.00 | \$0.00 | \$0.00 | \$0.00 | \$460.00 |
| | ***** Account Group 12 Total ***** | \$260.00 | \$0.00 | \$200.00 | \$460.00 | \$0.00 | \$0.00 | \$0.00 | \$460.00 |
| 55-55-55 | Federal Duck Stamp | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | ***** Account Group 55 Total ***** | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Final Totals : | \$31,448.60 | \$7.00 | \$23,893.35 | \$55,348.95 | \$0.00 | \$0.00 | \$0.00 | \$55,341.95 |

Denise Allan
County Recorder

Account Balance Report
From 10/1/2020 Through 10/31/2020

Jasper County, Iowa
101 1st St N Rm 205
Newton, IA 50208
(641) 792-5442

Revenue Totals

Charge Payment Totals

| Account Number | Account Description | Cash/Check (1) | Charge | Other Pay (2) | Sub Total | Cash/Check | Other Pay | Sub Total (3) | Drawer (1) + (2) + (3) |
|----------------|---------------------|-------------------|--------|------------------|-----------|------------|-----------|------------------|---------------------------|
|----------------|---------------------|-------------------|--------|------------------|-----------|------------|-----------|------------------|---------------------------|

Counts/Totals From 10/1/2020 Through 10/31/2020

| | |
|------------------|---------------|
| Cash Total : | \$2,922.00 + |
| Check Total : | \$28,828.65 + |
| Other Pay Total: | \$23,893.35 + |
| Change Total : | \$302.05 - |
| <hr/> | |
| Subtotal : | \$55,341.95 |
| Charge Total : | \$7.00 + |
| <hr/> | |
| Grand Total : | \$55,348.95 |

| | |
|-----------------------------|-----|
| Number of Cash Payments : | 101 |
| Number of Check Payments : | 436 |
| Number of Change Payments : | 27 |
| Number of Charge Payments : | 1 |
| Number of Other Payments : | 457 |
| <hr/> | |
| Number of Receipts : | 923 |
| Number of Voids : | 14 |

| | |
|------------------------------------|--------|
| Charge Information | |
| Balance Forward Information | |
| Number of Payments on Account : | 0 |
| Total Paid on Account : | \$0.00 |

Other Payment Breakdown

| Other Payment Method | Total Count | Total Paid |
|----------------------|-------------|-------------|
| CREDIT CARD | 88 | \$4,628.55 |
| DIRECT DEPOSIT | 359 | \$19,264.80 |
| Total : | 447 | \$23,893.35 |



County Recorder's Monthly Report

Month: October 2020

County: Jasper

REAL ESTATE TRANSFER TAX COLLECTED THIS MONTH

Number of Taxable Transfers 101
 Amount of Real Estate Tax Collected \$ 23,340.80
 County Portion of Real Estate Collected (.1725) \$ 4,026.21

(A) Total State Portion of Real Estate Collected (.8275) \$ 19,314.59

Consecutive number assigned to Declarations of Value for this month

Beginning Number City - 306 County - 452
 Ending Number City - 355 County - 507
 Total Number City - 50 County - 56

*For Informational
 Purposes Only -
 Amount Collected
 for the State of
 Iowa for the
 month of October
 2020.*

BOAT, SNOWMOBILE, ATV SALES/USE TAX COLLECTED THIS MONTH

Beginning Receipt Number _____
 Ending Receipt Number _____
 Amount of Use Tax Collected (6%) \$ 1,839.00
 Amount of Sales Tax Collected (6%) \$ 1,326.00
 Amount of Local Option Tax Collected by County (1%)

| County Name | Local Option Amount |
|---------------------|------------------------|
| <u>See Attached</u> | \$ <u>See Attached</u> |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

\$ 221.00

(B) Total Use, Sales, and Local Option Tax \$ 3,386.00

SURCHARGES COLLECTED THIS MONTH

Boat Titles 8 X \$5.00 = 40.00
 Boat Liens 1 X \$5.00 = 5.00

(C) Total Surcharges \$ 45.00

TOTAL AMOUNT DUE (SUM OF A, B, C) \$ 22,745.59

This completed report, along with payment, is due by the 10th day of the month following the month in which the tax is collected. When you pay by check, you authorize the Department of Revenue to convert your check to a one-time electronic banking transaction.

Mail To:

Iowa Department of Revenue
 ATTN: Recorder's Report
 PO Box 10413
 Des Moines IA 50306-0413

Authorized Signature:

Alex Dunfer

Date: 11-3-2020



November 3, 2020

Tuesday, November 3, 2020 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Carpenter, Cupples, and Talsma present and accounted for; Chairman Talsma presiding.

Chairman Talsma proposed to discontinue renting the Jasper County Community Center for events.

Motion by Cupples, seconded by Carpenter to discontinue renting the Jasper County Community Center for outside events, but would still be available for county business.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Cupples, seconded by Carpenter to allow Newton Main Street the use of the Courthouse Lawn November 27 & 28.

YEA: CUPPLES, TALSMA, CARPENTER

Brad Shutts, Jasper County Sheriff's Office, presented a resolution requesting reimbursement from the Iowa Covid-19 Government Relief Fund.

Motion by Carpenter, seconded by Cupples to approve Resolution 20-79 the Iowa Covid-19 Government Relief Fund.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Cupples, seconded by Carpenter to set public hearing dates for rezoning of Joseph Paul property for: 11/17/2020, 11/24/2020 & 12/01/2020.

YEA: CARPENTER, CUPPLES, TALSMA

Chairman Talsma presented two quotes for the County Home Farm retention pond.

| | |
|--------------------------|----------------------------------|
| Sully Construction, Inc | \$4,777.00 county supplying dirt |
| | \$8,225.00 with dirt on site |
| Lanphier Excavating, LLC | \$7,400.00 county supplying dirt |

Motion by Cupples, seconded by Carpenter to accept the low quote from Sully Construction, Inc at \$4,777.00.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Carpenter, seconded by Cupples to approve claims paid through 11/03/2020.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Carpenter, seconded by Cupples to approve the Board of Supervisors minutes for 10/27/2020.

Motion by Carpenter, seconded by Cupples to appoint Scott Curry, DVM to the Animal Review Board & Doug Smith to the Conservation Board.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Carpenter, seconded by Carpenter to adjourn the November 3, 2020 meeting of the Jasper County Board of Supervisors.

YEA: TALSMA, CARPENTER, CUPPLES

Teresa Arrowood, Deputy Auditor

Brandon Talsma, Chairman