

PO Box 944, Newton, IA Phone: 641-792-7016 Fax: 641-792-1053

**Denny Stevenson** 

**Doug Cupples** 

Brandon Talsma

March 19, 2024 9:30 a.m.

www.jasperia.org

Live Stream: <a href="https://zoom.us/j/8123744948">https://zoom.us/j/8123744948</a>
<a href="Meeting ID">Meeting ID</a>: 812 374 4948

Dial In: +1-646-931-3860

-Anyone that has an item on the agenda must appear in person for the Board to consider it.-

## **Pledge of Allegiance**



- Item 1 Engineer Mike Frietsch
  - a) Reasnor Pavement Maintenance Work on Main Street from Broad Street South to Robin Street
  - b) Proposal from Team Services to complete Liberty Avenue Yard Phase 2 Geotechnical Investigation
- Item 2 Set Public Hearing for the Proposed Property Tax Levy

(recommended Date and Time, April 2<sup>nd</sup>, 2024, at 9:30 am in the Japer County Board of Supervisors Room)

- Item 3 Resolution Approving Transfer Order 1510
- Item 4 Resolution Approving Transfer Order 1511
- Item 5 Resolution Approving Transfer Order 1512
- Item 6 Resolution Approving Transfer Order 1513
- Item 7 Approval of Board of Supervisors Minutes for March 12, 2024
- **Item 8** Board Appointments

**PUBLIC INPUT & COMMENTS** 

After Regular Meeting

**Work Session** 

Member of AGC of America			MANATT'S INC.		Quote No:			
P	hone:	Brooklyn Ames Newton Johnston Waterloo	(641) 522-9206 (515) 233-2005 (641) 792-7500 (515) 278-0247 (319) 291-6122	Customer Address	P.O. Box 535 Brooklyn	_IA 52211	Date: Fax: Phone:	FEB. 26TH, 2024  MARCIE 641-521-7935
MANAT	T'S INC. a	grees to furnish th	e following at the pr	ice and term	ns as indicated, subject only	to the conditions as	stated below	
Materials	only ( )	Complete (X)	Other ( )	RE: 2024	STREET REPAIRS			
;	SOUTH MA	IN ST. FROM BRO	DAD ST. TO CITY L	.IMITS/ROB	IN AVE.			
THIS QUOTE IS TO PLACE A LAYER OF 1" ROADSTONE AT 3" DEPTH FOLLOWED BY INCORPORATING PORTLAND CEMENT INTO THE EXISTING BASE 22' WIDE AND 12" DEEP RECOMPACT AND BLADE FINISH. WE WOULD THEN PLACE A DOUBLE SEALCOAT USING MC-3000 ASPHALT OIL AND 3/8" WASHED LIMESTONE CHIPS.  450 TON OF 1" ROADSTONE @ \$32.74/TON = \$14,733.00 CEMENT BASE STABILIZATION 3,178 S.Y. \$14.06/S.Y. = \$44,682.68 DOUBLE SEALCOAT 3,178 S.Y. @ \$8.64/S.Y. = \$27,457.92								
		5.00	TOTA	L = \$86,873.	.60			
**THIS QUOTE IS BASED OFF OF DOING EVEYTHING LISTED. IF YOU CHOOSE TO CHANGE IT LET ME KNOW AND I WILL MAKE A NEW QUOTE.*  **IF YOU HAVE ANY QUESTIONS CALL MY CELL # 641-990-0941**  Terms: This quote is valid for thirty days. All final field measurements shall prevail. If acceptable, please sign one copy and return to the Brooklyn office.								
E	Bond not incl	MANATT'S IN	IC.		ON SUPERINTENDENT	Brandon Talsma		oklyn office.
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March 14, 2024



Jasper County Engineer 910 N 11th Ave. E, P.O. Box No. 714 Newton, IA 50208

Attn: Michael Frietsch

Re: Proposal for Subsurface Exploration

Secondary Roads Shop Building

Newton, Iowa Project No. 3-6547

Dear Mr. Frietsch:

Thank you for giving us the opportunity to provide our professional geotechnical engineering services for the subject project. This proposal documents our understanding of the project and presents a detailed estimate of our scope of services, a projected schedule, and a fee estimate.

<u>Project Information</u> -- Project information has been provided by Jasper County through email. The project will consist of constructing a new shop building for Jasper County Secondary Roads. The project is on the west side of the larger maintenance facility where TEAM Services performed subsurface exploration in early 2023. The proposed new building is further west than previous borings. Documents provided show the location of the planned building, schematics for the building, and proposed elevation contours.

The new building will contain shop, fabrication, maintenance, and truck wash areas as well as office space. The building will be slab-on-grade. Above office and sign shop space will be mezzanine/mechanical areas.

Based on historic LiDAR elevations, there used to be a drainageway running near the SW side of the proposed building. Grading has already occurred in the area associated with developing the larger facility area. It is understood that the site is currently approximately 1' below planned future grades in the building area.

<u>Scope of Services</u> – As requested, we propose to drill a total of 8 borings. Borings will be drilled to depths of about 15 or 20 feet below existing grades, or to auger refusal, whichever is less.

Proposal for Subsurface Exploration Secondary Roads Shop Building TEAM Proposal No. 3-6547 March 14, 2024



Groundwater levels will be observed during drilling operations. Borings will be backfilled with the auger cuttings.

Sampling will be in accordance with our standard procedures wherein a representative amount of Shelby tube samples (ASTM D-1587) are obtained in cohesive soils, and split-barrel samples (ASTM D-1586) are obtained in other cohesive soil intervals, granular materials, miscellaneous fill, and weathered rock or other very stiff or hard materials. Soil samples will be obtained at approximately 2½ foot intervals in the upper 10 feet and at approximate 5-foot intervals below. Jar samples of materials from the upper foot are routinely collected from the augers.

Samples will be tested in accordance with our laboratory testing program where hand penetrometer, water content, and density tests will be performed on representative portions of Shelby tube samples and water content tests will be performed on split-barrel samples. Atterberg limits tests will be performed on selected near-subgrade soils which appear to be potentially expansive, if encountered. All tests and drilling operations will be performed in general accordance with the applicable ASTM procedures.

A report will be prepared under the supervision of a licensed engineer addressing the available project information, our exploratory and laboratory testing procedures and results, and providing geotechnical engineering recommendations for design and construction of the proposed building.

<u>Fees</u> -- We will perform the above geotechnical services for a lump-sum fee estimate of \$6,080.00. An invoice will be submitted upon completion of our services. Unless otherwise instructed, invoices will be submitted to your attention.

<u>Conditions</u> -- Items to be provided by the client include the right of entry to conduct the exploration and the location of any private utilities existing in the area. We will call Iowa One Call for public utility location. Utilities not owned by subscribers to Iowa One Call should be identified to us. If significant snow is present or occurs such that boring access is otherwise unfeasible then paths should be made for us, fees related to clearing snow would need to be included, or the project could be delayed until access improves. If there are any other restrictions or special requirements regarding this site or exploration, these should also be known prior to commencing field work. Our terms and conditions are attached and should be considered a part of our proposal for services.

Proposal for Subsurface Exploration Secondary Roads Shop Building TEAM Proposal No. 3-6547 March 14, 2024



<u>Performance Schedule</u> -- We anticipate starting field work within approximately 10 to 15 working days after notice to proceed, weather permitting. Basic laboratory testing typically takes a few days to complete. Our completed engineering report should be submitted within 10 working days following completion of field work and basic laboratory testing. TEAM Services is happy to provide preliminary information prior to submission of the final report, upon request.

If in agreement with the outlined services, please sign below, and return this proposal letter to our office for notice to proceed. If there are any questions regarding this proposal, please do not he sitate to contact us.

TEAM Services		
Clinton Halverson, P.E. Principal Engineer		
Enclosure: TEAM Services Terms &	z Conditions	
ACCEPTANCE		
BY:(Name of Individual)	FOR:(Name	of Firm)
(Printed Name)	DATE:	
Attest: Jenna Jennings, Coun	ty Auditor	

## TEAM SERVICES TERMS AND CONDITIONS

PAYMENT TERMS \_ Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Client agrees to pay all costs associated with collection of overdue invoices, including reasonable attorney's fees.

In the event Client requests termination of the services prior to completion, a termination charge in an amount not to exceed thirty per cent of all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of TEAM Services be made. If during the execution of the services, TEAM Services is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

INSURANCE \_ TEAM Services maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with limits of \$1,000,000/\$1,000,000, Professional Liability Insurance in the amount of \$2,000,000 (per claim & aggregate), and Pollution Liability Insurance in the amount of \$1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TEAM Services will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

STANDARD OF CARE\_The only warranty or guarantee made by TEAM Services in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

LIMITATION OF LIABILITY – Client agrees that TEAM Services' liability of any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or TEAM Services fee, whichever is greater. If client prefers to have higher limits on professional liability TEAM Services agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to Pay an additional consideration of two percent of our total fee, or \$200, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SAMPLING OR TESTING LOCATION\_ The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in TEAM Services' report or shown on sketches are based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

RIGHT\_OF\_ENTRY \_ Unless otherwise agreed, Client will furnish right of entry on the property for us to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage which may result. If Client desires us to restore the property to its former condition, we will accomplish this and add the cost to our fee.

DAMAGE TO EXISTING MANMADE OBJECTS \_ It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. TEAM Services' field personnel are trained to recognize clearly identifiable stakes or markings in the field and without special written instructions to initiate field testing drilling and/or sampling within a reasonable distance of each designated location. If TEAM Services is cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, TEAM Services will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and save harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to TEAM Services in writing, and to reimburse TEAM Services for expenses in connection with any such claims or suits, including reasonable attorney's fees.

SAMPLE DISPOSAL AGREEMENT \_ Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and drilling samples or other specimens will be disposed of 60 days after submission of our report. Upon written request, TEAM Services will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

OWNERSHIP OF DOCUMENTS \_ All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by TEAM Services are instruments of service pursuant to this Agreement, shall be the sole property of TEAM Services. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of TEAM Services. At the request and expense of Client, TEAM Services will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the report contemplated by this Agreement.

SAFETY \_ Should TEAM Services provide periodic observations or monitoring services at the job site during construction, Client agrees that in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by TEAM Services is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

SITE VISITS \_ Client agrees that TEAM Services will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that TEAM Services will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that field services provided by TEAM Services will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision," "inspection," or "control" are used to mean periodic observation of the work and the conducting of tests by TEAM Services to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees does not mean that TEAM Services is observing placement of all materials. Full-time inspections mean that an employee of TEAM Services has been assigned for eight-hour days during regular business hours.

GOVERNING LAW \_ This agreement shall be governed in all respects by the laws of the State of Iowa.

	Resolution				
STATE OF IOWA  Jasper County	TRANSFER ORDER	\$152,897.00			
J	Newton, Iowa,	March 19, 2024			
Doug Bishop, Treasurer, Jasper	County, Iowa				
Transfer One hundred fifty two th	Transfer One hundred fifty two thousand eight hundred ninety seven dollars and 00/100**				
From: 0001- General Fund	To: 0020- Secondary Roa	ads Fund			
xxxx-99-0051-000-81400	xxxx-4-99-005	1-904000			
Account of: Board Action					
By Order of Board of Supervisors.					
		Supervisor			
No. 1510	Juesa Doubor	Attest  Auditor/Designee			

Fund transfer per AOS for Dakota Access Pipeline final payment.

F	Resolution				
STATE OF IOWA  Jasper County	TRANSFER ORDER\$53,012.00				
)	Newton, Iowa, March 19, 2024				
Doug Bishop, Treasurer, Jasper County, Iowa					
Transfer Fifty three thousand twelve dollars and 00/100**					
From: 0002- General Supp Fund	To: 0001- General Basic Fund				
xxxx-99-0051-000-81400	xxxx-4-99-0051-904000				
Account of: Board Action					
By Order of Board of Supervisors.					
-	Supervisor				
No. 1511	Attest  Auditor/Designee				

Fund transfer per AOS for ICAP Reimbursement for FY21

\$195,000.00

	Nesolution				
STATE OF IOWA  Jasper County	TRANSFER ORDER	\$195,000.00			
	Newton, Iowa, _I	March 19, 2024			
Doug Bishop, Treasurer, Jasper	County, Iowa				
Transfer One hundred ninety five	thousand dollars and 00/100***				
From: Various Funds (See Below)	To: Various Fun (See Beld				
xxxx-99-0051-000-81400	xxxx-4-99-0051-9	904000			
Account of: Board Action					
By Order of Board of Supervisors.					
		Supervisor			
		Attest			
NO. 1512	Teresation	Auditor/Designee			
From Fund	To Fund	Amount			
1580 - Monroe PC Trail 1525 - LEC Capital Proj	0001 - General Fund 0001 - General Fund	\$60,000.00 \$135,000.00			

Fund transfer per AOS for duplicate transfer in FY19.

	Resolution	<del></del>			
STATE OF IOWA  Jasper County	TRANSFER ORDER  Newton, Iowa,	March 19, 2024	\$46,714.00		
Doug Bishop, Treasurer, Jasper County, Iowa					
Transfer Forty six thousand seve	Transfer Forty six thousand seven hundred fourteen dollars and 00/100***				
From: Courthouse Cap Proj Fund	To: General Ba Fund	asic			
1500-99-0051-000-81400	0001-4-99-005				
Account of: Board Action					
By Order of Board of Supervisors.					
			Supervisor		
			Attest		
NO. 1513	Leresand	Au	ditor/Designee		

Fund transfer per AOS for insurance reimbursement.

Tuesday, March 12, 2024, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Stevenson and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Cupples, seconded by Stevenson to open the Public Hearing 2025 Secondary Roads Budget.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to close the Public Hearing 2025 Secondary Roads Budget.

YEA: TALSMA, STEVENSON, CUPPLES

Motion by Cupples, seconded by Stevenson to approve the 2025 Secondary Roads Budget.

YEA: CUPPLES, STEVENSON, TALSMA

Engineer Mike Frietsch presented plans for the Quicksilver Project No. FM-C050(138)—55-50.

Motion by Cupples, seconded by Stevenson to approve the plans for Quicksilver Project No. FM-C050(138)—55-50.

YEA: STEVENSON, TALSMA CUPPLES

Engineer Frietsch also presented plans for Poplar Avenue Project No. FM-C050(139)—55-50.

Motion by Cupples, seconded by Stevenson to approve the plans for Poplar Avenue Project No. FM-C050(139)—55-50.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Stevenson, seconded by Cupples to set Public Hearings for:

Vacation of Alley Right-of-Way adjacent to PIN 023238001 on Main Street in Ira, Iowa.

Vacation of Alley Right-of-Way adjacent to PIN 023238002 on Main Street in Ira, Iowa.

Vacation of alley Right-of-Way adjacent to PIN 023238003 on Main Street in Ira, Iowa.

Recommended dates & times for all: March 26<sup>th</sup>, April 2<sup>nd</sup>, & April 9<sup>th</sup>, 2024, at 9:30 am in the Jasper County Board of Supervisors Room.

YEA: TALSMA, CUPPLES, STEVENSON

Motion by Cupples, seconded by Stevenson to approve the Hourly Non-Bargaining Pay Plan 2024-2025.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to approve the Salaried Non-Department Head Pay Plan 2024-2025.

YEA: TALSMA, STEVENSON, CUPPLES

Motion by Stevenson, seconded by Cupples to approve the Revised Wage Policy.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to set Public Hearing for Ordinance #40D Jasper County Building Regulations, with recommended dates & times: March 26<sup>th</sup>, April 2<sup>nd</sup>, & April 9<sup>th</sup>, 2024, at 9:30 am in the Jasper County Board of Supervisors Room.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to approve the easement with IRUA for a new waterline at Mariposa Campground.

YEA: TALSMA, STEVENSON, CUPPLES

Motion by Cupples, seconded by Stevenson to adopt Resolution 24-25, Expressing Support for Improvements to the Water Distribution System in Sully, Iowa & Support for a Community Project Funding Application.

YEA: STEVENSON, TALSMA, CUPPLES

A complete copy of the Resolution is on file in the office of the Jasper County Auditor.

Motion by Cupples, seconded by Stevenson approving Resolution 24-26, Department Head Salaries for 2024-2025.

YEA: CUPPLES, TALSMA, STEVENSON

A complete copy of the Resolution is on file in the office of the Jasper County Auditor.

Motion by Cupples, seconded by Stevenson to approve claims paid through 03/12/2024.

YEA: TALSMA, CUPPLES, STEVENSON

Motion by Cupples, seconded by Stevenson to approve the Board of Supervisors Minutes for March 5, 2024.

YEA: STEVENSON, TALSMA, CUPPLES

There were no Board Appointments.

Motion by Cupples, seconded by Stevenson to take a 5-minute recess.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to come out of recess.

YEA: TALSMA, CUPPLES, STEVENSON

Motion by Stevenson, seconded by Cupples to open the Public Hearing Fiscal Year 2025 Jasper County 5-Year Secondary Roads Program.

YEA: CUPPLES, STEVENSON, TALSMA

Engineer Mike Frietsch presented the 5-year plan.

Motion by Cupples, seconded by Stevenson to close the Public Hearing Fiscal Year 2025 Jasper County 5-Year Secondary Roads Program.

YEA: TALSMA, CUPPLES, STEVENSON

Motion by Cupples, seconded by Stevenson to adjourn the Tuesday, March 12, 2024, meeting of the Jasper County Board of Supervisors.

Teresa Arrowood, Deputy Auditor	( <del>-</del>	Brandon Talsma, Cha	ıirman