

Jasper County, Iowa

Joe Brock

Denny Carpenter

Dennis Stevenson



Board of Supervisors

Courthouse

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JASPER COUNTY BOARD OF SUPERVISORS AGENDA

www.co.jasper.ia.us

September 9, 2014

9:30 a.m.

- Item 1 E911 – Ed Roach/Stephen Smith**
 - a) Approval of CenturyLink Quote for VIPER-P911-/T1 Upgrade**
 - b) Approval of funds needed for Upgrade**

- Item 2 Engineer – Russ Stutt**
 - a) Purchase of Motorgrader**

- Item 3 Approval of Fireworks Permit**
 - a) Alvin Pickett**

- Item 4 Approval of Board of Supervisors minutes for 08/26/2014**

- Item 5 Board Appointments**

PUBLIC INPUT & COMMENTS

PUBLIC SAFETY PRODUCT
SALES/INSTALLATION/MAINTENANCE AGREEMENT

ITEM #1
September 9, 2014 Agenda

CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC and Jasper County Sheriff ("Customer"), a public entity organized under the laws of the State of Iowa, hereby enter into this Public Safety Product Sales/Installation/Maintenance Agreement ("Agreement"). Customer's current address, facsimile number, and person designated for notices are:

2300 Law Center Dr.
Newton, IA 50208
641-791-2237
Ed Roach.

1. Products and Services Supplied under this Agreement.

1.1 CenturyLink will provide and Customer will purchase the Public Safety Product hardware and/or software ("Product") specified in Attachment 1 to this Agreement. Customer will purchase Product(s) to provide public safety emergency communications services.

1.2 CenturyLink will install Product(s) specified in Attachment 1 according to the terms described in Attachment 2 to this Agreement, titled, Installation.

1.3 CenturyLink will provide maintenance services for the Public Safety Product(s) specified in Attachment 1 according to the terms described in Attachment 3 to this Agreement, titled, Maintenance Provisions.

2. Sales Price and Payment Terms.

2.1 CenturyLink's prices for Product(s) and installation appear in Attachment 1 to this Agreement. CenturyLink's prices for maintenance appear in Attachment 3 to this Agreement. All charges will be paid within 30 days of the invoice date and in accordance with the payment schedules referenced in Attachment 4 to this Agreement, titled, Payment Summary. Prices quoted in this Agreement will be good until 12 September 2014. After such date, prices are subject to change. Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

2.2 Late Payment Charge. CenturyLink will apply a service charge of 1½% per month on any unpaid balance not received by CenturyLink within 30 days of the invoice date.

3. **Taxes and Fees.** Prices do not include taxes or fees, of any kind, established by governmental authorities. Customer will pay all such applicable taxes and fees when billed by CenturyLink. Alternatively, Customer may supply CenturyLink a tax exemption certificate in a form satisfactory to CenturyLink.

4. Customer Responsibilities.

4.1 Customer will ensure that its personnel are available to receive delivery of Product(s) at site, at a date and time to be determined between CenturyLink and Customer. Risk of loss and damage to Product(s) passes to Customer upon delivery of Product(s) to Customer at site.

4.2 Customer agrees to grant reasonable right of entry to CenturyLink's representatives to deliver the Product(s) or perform all services contemplated under or by virtue of this Agreement, or both, and will make available a reasonable amount of appropriate, secure space for storage of Product(s) or parts as necessary.

4.3 Customer is responsible for proper site preparation, meeting and maintaining proper environmental conditions, including but not limited to, air conditioning, cleanliness, temperature requirements, and electrical requirements as indicated by the manufacturers of Product(s) in Attachment 1. Customer agrees to follow the National Emergency Numbering Association ("NENA") recommendations and guidelines for site preparation as set forth in the NENA Technical Information Document 04-502, which can be found at www.nena.org.

4.4 Product(s) delivered to Customer will be available at site on the installation date. The estimated installation begin and complete dates are identified in Attachment 2 to this Agreement.

5. **Health and Safety Compliance.** CenturyLink and Customer will adhere to all applicable health and safety laws, rules and regulations including the Occupational Safety and Health Administration's ("OSHA") rules and regulations. Customer agrees to certify that there is no asbestos on any premises in any areas where CenturyLink will be working. In the event Customer will not certify an asbestos free environment or asbestos is discovered in the CenturyLink work area, there may be additional costs to perform under this Agreement in compliance with OSHA's rules and regulations. Customer understands and agrees this Agreement does not include the prices attributable to working in an asbestos environment including, but not limited to, asbestos sampling, testing, cleanup, or rerouting or delays caused by any of the above. Customer understands and agrees that prices attributable to any of the above will be in addition to the price agreed to herein and Customer agrees to pay the additional amounts. Customer's non-compliance with this provision will be considered as Customer's default under this Agreement.

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6. Customer Acceptance. CENTURYLINK AND CUSTOMER MUST REVIEW AND SIGN THE CUSTOMER ACCEPTANCE FORM. THE CUSTOMER ACCEPTANCE FORM OUTLINES CENTURYLINK'S ACCEPTANCE POLICY AND IS INCORPORATED BY REFERENCE INTO THIS AGREEMENT. IF THERE IS A CONFLICT BETWEEN THE TERMS OF THE CUSTOMER ACCEPTANCE FORM AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THIS AGREEMENT WILL CONTROL. CUSTOMER MUST NOTIFY CENTURYLINK IN WRITING AND SPECIFY ANY PORTIONS OF THE PRODUCT(S) LISTED IN ATTACHMENT 1 THAT ARE UNACCEPTABLE. IF CUSTOMER DOES NOT NOTIFY CENTURYLINK WITHIN 10 BUSINESS DAYS FROM THE INSTALLATION DATE OR DELIVERY DATE, WHICHEVER IS APPLICABLE, PRODUCT(S) WILL BE DEEMED ACCEPTED. ANY PRODUCT INSTALLED BY CENTURYLINK IS CONSIDERED ACCEPTABLE AND BILLABLE IF IT IS INSTALLED AND OPERATES MATERIALLY IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. CENTURYLINK RESERVES THE RIGHT TO CORRECT ANY PORTION OF A PRODUCT THAT HAS BEEN REJECTED BY CUSTOMER. ANY PORTION OF A PRODUCT THAT HAS NOT BEEN REJECTED BY CUSTOMER AND IS FUNCTIONALLY DIVISIBLE WILL BE DEEMED ACCEPTED AND MAY BE INVOICED SEPARATELY. MOVES AND CHANGES ARE CONSIDERED ACCEPTED WHEN THE DESCRIBED WORK IS MATERIALLY COMPLETED. ANY PORTION OF A PRODUCT THAT IS FOUND TO BE UNACCEPTABLE AFTER THE 10-DAY ACCEPTANCE PERIOD MAY BE REPORTED TO THE CENTURYLINK E911 CALL CENTER AT 1-800-357-0911.

7. Adds; Changes. Any changes to a Product order or installation request and any additional Product orders or installation requests must be by written amendment or by submitting a 911 CPE purchase order ("Purchase Order") to CenturyLink. The amendment or Purchase Order will be signed by authorized representatives of both parties and made a part of this Agreement.

8. Right to Subcontract. It is specifically agreed that CenturyLink may subcontract all or any portion of the work without the prior written consent of Customer. CenturyLink will remain responsible for the work of any subcontractor.

9. Confidentiality; Publicity. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. "Affiliate" means any entity controlled by, controlling, or under common control with a party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (d) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

10. HIPAA. CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). Any exposure to PHI will be random, infrequent and incidental to CenturyLink's provision of Service and is not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI. Such exposure is allowable under 45 CFR 164.502(a)(1)(iii). As such, if Customer is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, CenturyLink and Customer agree that CenturyLink is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of the Agreement.

11. Limitation of Liability.

11.1 OPERATION OF PUBLIC SAFETY SYSTEMS, CUSTOMER PREMISES SERVICES AND PRODUCT(S) IS THE SOLE RESPONSIBILITY OF CUSTOMER. CENTURYLINK'S SOLE UNDERTAKING IS LIMITED TO PROVIDING THE PRODUCT(S) SOLD AND INSTALLATION AND MAINTENANCE OF THE PRODUCT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE PROVISION OF PRODUCT(S) SOLD AND SERVICES PERFORMED BY CENTURYLINK TO CUSTOMER WILL NOT BE INTERPRETED, CONSTRUED, OR REGARDED, EITHER EXPRESSLY OR IMPLIED, AS BEING FOR THE BENEFIT OF, OR CREATING ANY CENTURYLINK OBLIGATION TOWARD ANY THIRD PARTY OR LEGAL ENTITY OTHER THAN CUSTOMER. CENTURYLINK'S OBLIGATIONS EXTEND SOLELY TO CUSTOMER.

11.2 CENTURYLINK WILL IN NO EVENT BE LIABLE TO CUSTOMER, OR TO ANY PERSON OR COMPANY USING ANY PRODUCT OR SERVICE SUPPLIED UNDER THESE TERMS AND CONDITIONS OR TO WHOM CUSTOMER FURNISHES A PRODUCT OR SERVICE, FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING AS A RESULT OF THIS AGREEMENT. CENTURYLINK'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER WILL IN NO EVENT EXCEED THE HIGHER OF THE REPAIR OR REPLACEMENT COST OF THE ITEM WHICH DIRECTLY GIVES RISE TO THE CLAIM. THIS PARAGRAPH WILL NOT OBLIGATE CUSTOMER TO INDEMNIFY CENTURYLINK FOR DAMAGES SUFFERED BECAUSE OF CENTURYLINK'S NEGLIGENCE OR INTENTIONAL ACTS WITH RESPECT TO CENTURYLINK'S PROVISION OF EQUIPMENT, INSTALLATION, OR MAINTENANCE SERVICE ON EQUIPMENT COVERED BY THIS AGREEMENT.

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11.3 FOR CLAIMS ARISING OUT OF PERSONAL INJURY OR DEATH TO A PARTY'S EMPLOYEE, OR DAMAGE TO A PARTY'S REAL OR PERSONAL PROPERTY, THAT ARE CAUSED BY THE OTHER PARTY'S WILLFUL MISCONDUCT IN THE PERFORMANCE OF THIS AGREEMENT, EACH PARTY'S LIABILITY IS LIMITED TO PROVEN DIRECT DAMAGES.

12. Warranties.

12.1 THE WARRANTY PROVIDED IN THIS PARAGRAPH IS LIMITED AND EXCLUSIVE. NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY TO MAINTENANCE SERVICES RENDERED UNDER THIS AGREEMENT.

12.2 WARRANTY FOR PRODUCT(S) SOLD AND INSTALLED BY CENTURYLINK WILL BEGIN ON THE DATE OF INSTALLATION AND WILL CONTINUE FOR ONE FULL CALENDAR YEAR. DURING THIS WARRANTY PERIOD, CENTURYLINK WILL PROVIDE SERVICE TO KEEP PRODUCT(S) LISTED IN ATTACHMENT 1 IN GOOD WORKING ORDER AND TO HELP ENSURE THAT PRODUCT(S) CONFORM TO THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THIS AGREEMENT. SEPARATE CHARGES FOR CENTURYLINK LABOR ACTIVITY RELATED TO WARRANTY CALLS DURING THE WARRANTY PERIOD ARE SHOWN IN ATTACHMENT 4.

12.3 WARRANTY FOR PRODUCT(S) SOLD BUT NOT INSTALLED BY CENTURYLINK WILL BEGIN ON THE DATE OF DELIVERY OF THE PRODUCT(S) TO CUSTOMER AND WILL CONTINUE FOR 90 DAYS. DURING THIS WARRANTY PERIOD, CENTURYLINK WILL REPAIR OR REPLACE PRODUCT(S) LISTED IN ATTACHMENT 1 THAT CENTURYLINK FINDS TO BE DEFECTIVE DUE TO QUALITY OF MATERIAL OR MANUFACTURER'S WORKMANSHIP.

12.4 PERSONNEL FURNISHED BY CENTURYLINK WILL BE QUALIFIED TO PERFORM TASKS AND FUNCTIONS FOR WHICH THEY ARE ASSIGNED AND WILL PERFORM THEM IN A PROFESSIONAL MANNER.

12.5 IF THE PRODUCT(S) OR SERVICES FAIL TO MEET THE TERMS OF THIS WARRANTY AS A RESULT OF THE ACTIONS OR NEGLIGENCE OF CUSTOMER OR ACTIONS OF A THIRD PARTY (OTHER THAN AN AGENT OF, OR INDEPENDENT CONTRACTOR OF CENTURYLINK), OR DAMAGE RELATING TO ACTS OF GOD, FIRE, VANDALISM, OPERATOR ERROR, USE OF IMPROPER SUPPLIES, OR CUSTOMER INTERFACES OF PERIPHERAL EQUIPMENT, THEN CUSTOMER WILL PAY ALL CHARGES ASSOCIATED WITH THE REPAIR OR REPLACEMENT THEREOF IF CUSTOMER SO ELECTS TO REPAIR OR REPLACE SAID ITEMS.

13. Exclusions to Warranties.

13.1 THE WARRANTIES PROVIDED BY CENTURYLINK UNDER THIS AGREEMENT DO NOT INCLUDE THE FOLLOWING SERVICES:

- a. FURNISHING SUPPLIES THAT ARE NOT PART OF THE PRODUCT(S) OR FURNISHING MATERIAL THEREFOR;
- b. ELECTRICAL WORK EXTERNAL TO PRODUCT(S) SOLD UNDER THIS AGREEMENT;
- c. WORK OR SUPPLY OF MATERIAL RELATING TO MAINTAINING A PROPER ENVIRONMENT AT SITE UNLESS INDICATED IN ATTACHMENT 1 TO THIS AGREEMENT;
- d. EQUIPMENT NOT SOLD, INSTALLED, AND MAINTAINED BY CENTURYLINK EXCEPT FOR THE 90 DAY WARRANTY FOR PRODUCT(S) SOLD BUT NOT INSTALLED BY CENTURYLINK.

13.2 CENTURYLINK DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR FREE.

13.3 WARRANTY DOES NOT COVER PRODUCT(S) AFFECTED BY OPERATOR ERROR, MISUSE OF PRODUCT(S) OR FORCE MAJEURE EVENTS.

13.4 WARRANTY AND MAINTENANCE ON UNINTERRUPTED POWER SUPPLY ("UPS") ARE THROUGH THE MANUFACTURER AND DO NOT INCLUDE BATTERY REPLACEMENT.

14. Software License. One or more of the Product(s) may be or may contain software. In some cases the Product(s) manufacturer (CenturyLink's vendor) has embedded such software into the hardware as an integral part of the Product(s). All software remains the property and full ownership of the creator, developer, manufacturer, or copywriter, whichever the case may be. If required by creator, developer, manufacturer or copywriter, a license must be agreed to by the end-user (CenturyLink's Customer), to use such software and may contain specific terms and conditions for such use. These specific terms and conditions for use are governed entirely by said creator, developer, manufacturer, or copywriter and will be adhered to by both parties. Upon the requirement of creator, developer, manufacturer or copywriter to execute a Software License Agreement or Software Sub-License Agreement by end-user and/or CenturyLink, such license must be executed by CenturyLink's Customer as required, and will become a part of this Agreement by reference.

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15. Default by Customer. In the event Customer fails or neglects to comply with any term or condition of this Agreement or to pay for services as provided herein, CenturyLink will have the right, after written notice, to cease performance or warranty service hereunder. This remedy will be in addition to any other remedies, including termination, available to CenturyLink in law or equity. CenturyLink will be entitled to recover reasonable attorneys' fees and costs of collection associated with enforcing its rights hereunder.

16. Governing Law; Dispute Resolution.

16.1 Governing Law; Forum. Colorado state law, without regard to choice-of-law principles, governs all matters arising out of, or relating to, this Agreement. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But CenturyLink may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed.

16.2 Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

17. Notices. Unless otherwise provided herein, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax #: 888-778-0054; Attn.: Legal Dep't, and to Customer at its then current address as reflected in CenturyLink's records; Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after delivered via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

18. General. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Customer's use of Service must comply with all applicable laws. Customer may not assign the Agreement or any of its rights or obligations under the Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances. The Agreement is intended solely for CenturyLink and Customer and not to benefit any other person or entity, (e.g., End Users). If any term of the Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights hereunder. All terms of the Agreement that should by their nature survive the termination of the Agreement will so survive. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Except for Tariff or Service modifications initiated by CenturyLink, all amendments to the Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party reserves the right at any time to reject any handwritten change to the Agreement.

19. Entire Agreement. This Agreement constitutes the entire agreement between Customer and CenturyLink and supersedes all prior oral or written agreements or understandings relating to this subject matter.

CenturyLink and Customer execute and authorize this Agreement as of the last date shown below. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

E911 Jasper County

CenturyLink Communications, LLC

Authorized Signature

Name Typed or Printed

Title

Date

Authorized Signature
John Korkie

Name Typed or Printed

Title

Date

Attest: _____
Dennis Parrott, Auditor

PUBLIC SAFETY PRODUCT
SALES/INSTALLATION/MAINTENANCE AGREEMENT
ATTACHMENT 1
TO PUBLIC SAFETY PRODUCT
SALES/INSTALLATION/MAINTENANCE AGREEMENT
BETWEEN CUSTOMER AND CENTURYLINK

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CONFIDENTIAL INFORMATION

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PRODUCT(S)

1. Product Pricing

Product Description	Part No.	Price/Each	Quantity	Total Price
7 Foot Cabinet Prebuilt Building Block	912817/BB	\$21,909.00	1	\$21,909.00
VIPER Media Kit Prebuilt Building Block	912890/BB	\$67.58	1	\$67.58
VIPER Gateway Shelf	912800	\$669.04	2	\$1,338.08
CAMA Interface Module	912801	\$1,817.90	2	\$3,635.80
Application Server Access License	912811	\$672.42	4	\$2,689.68
PBX Access License - Per Workstation	912812	\$435.89	3	\$1,307.67
Intrado Ingress via Sip - License per position	911SIP	\$334.52	3	\$1,003.56
Intrado Call Handling Firewall	914147	\$1,471.50	1	\$1,471.50
Cisco 3750 24 port switch	912819/24	\$3,755.05	2	\$7,510.10
VIPER Enabling Kit - SONIC	913850/S	\$2,196.35	3	\$6,589.05
Power 911 Client Access License	913100/U	\$3,377.31	3	\$10,131.93
Power 911 Server Access License	913202/U	\$674.11	3	\$2,022.33
IWS Workstation Prebuilt Product Bundle	914102/BB	\$1,818.12	3	\$5,454.36
IWS Server RACK Bundle - Type A	914950	\$5,902.35	1	\$5,902.35
Tape Backup	914434	\$3,106.50	1	\$3,106.50
Tape Backup, Rack-Mount Kit	914434/R	\$708.50	1	\$708.50
TSI Alarm Panel 6025 (VIPER)	915109/P	\$1,079.10	1	\$1,079.10
GW - Access License for Admin (per Chassis)	912870/LIC	\$6,335.63	1	\$6,335.63
GW - AC Power Supply (For Redundancy)	912870/AC	\$381.50	1	\$381.50
Mediant 1000 Prebuilt Building Block	912870/BB	\$2,201.80	1	\$2,201.80
Mediant 1000 Digital Voice Module Single Span	912870/1T1	\$2,692.30	1	\$2,692.30
Intrado Stimulus Discount				(\$22,000.00)
JACK HOUSING VRSA TP SRFC-4PRT	AT44-09	\$1.74	4	\$6.98
BLANK INSERT	AT31-09	\$0.14	10	\$1.42
VERSITAP CATEGORY 6 MODULAR JACK, T568A/B WIRING, 110 TERMINATION, BLUE	AT66-20	\$4.71	8	\$37.67
VERSITAP CATEGORY 6 MODULAR JACK, T568A/B WIRING, 110 TERMINATION, YELLOW	AT66-04	\$4.71	8	\$37.67
VERSITAP CATEGORY 6 MODULAR JACK, T568A/B WIRING, 110 TERMINATION, WHITE	AT66-15	\$4.71	2	\$9.42
VERSITAP CATEGORY 6 MODULAR JACK, T568A/B WIRING, 110 TERMINATION, Grey	AT66-14	\$4.71	8	\$37.67
Cat6 4PR 24AWG, Plenum, Grey 77-240-3B	6P4P24-GY-P-ESS-AP-CE	\$0.38	1000	\$381.50
Cat6 4PR 24AWG, Plenum, Blue 77-240-2B	6P4P24-BL-P-ESS-AP-CE	\$0.38	1000	\$381.50
Cat6 4PR 24AWG, Plenum, Yellow 7-240-6B	6P4P24-YL-P-ESS-AP-CE	\$0.38	1000	\$381.50
RACK BLK STD 19"	55053-703	\$128.54	1	\$128.54
WIRE MGR VERT DUCT 4X5IN FRNT & 4X4IN REAR 80IN H. (Split in 2 40" pieces)	4980L-VFR	\$147.22	1	\$147.22
SHELF, SINGLE SIDED 19X15 BLCK	40074-700	\$77.85	1	\$77.85
SHELF, DBL SIDED 19 BLACK	40108-719	\$95.93	2	\$191.86
SCREWS EQUPT. RACK	40605001	\$9.38	1	\$9.38
UNIVERSAL CABLE RUNWAY 10'LNG	10250-712	\$78.72	1	\$78.72
END CAPS 1.5X3/8 STRNGR PROT	10642-001	\$6.26	1	\$6.26

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WALL ANGLE KIT BLK Includes two J bolts	11421-712	\$20.67	1	\$20.67
J BOLT 5/16-18X3-3/4	11431-005	\$2.41	1	\$2.41
POWER STRIP 15AMP STRAIGHT	12816-703	\$110.79	1	\$110.79
PANEL, PATCH 24PRT CAT5e/Cat6 568B VERSITAP(Blank)	ATPNL-24	\$15.26	1	\$15.26
Term. Ground Strip 19"	0040280013	\$53.63	1	\$53.63
24 PORT PATCH PANEL W/AMP CONN	5561831	\$76.83	1	\$76.83
CAT 6 STR VIP BLUE 10' (Patchcord)	AT1610-BU	\$7.28	4	\$29.12
CAT 6 STR VIP BLUE 14' (Patchcord)	AT1614-BU	\$8.33	4	\$33.31
CAT 6 STR VIP YELLOW 10' (Patchcord)	AT1610-YL	\$7.38	4	\$29.52
CAT 6 STR VIP YELLOW 14' (Patchcord)	AT1614-YL	\$8.33	4	\$33.31
FLMOD 4C LNCRD 1FT SS	L-7200-01-W	\$0.86	4	\$3.44
FUL-MOD 6C LNCRD 7FT SS	L-8100-07-W	\$1.40	4	\$5.58
CAT 6 STR VIP WHITE 10' (Patchcord)	AT1610-WH	\$4.92	1	\$4.92
CAT 6 STR VIP WHITE 14' (Patchcord)	AT1614-WH	\$8.33	1	\$8.33
25 PAIR, NON-PLENUM, F/BLUNT 50 FT., GRAY	25-3-CX-50-GY	\$53.64	3	\$160.92
Cable 25PAIR TELCO F-BL 100FT	25-3-CX-100-GY	\$77.92	2	\$155.85
Covers, Hinged, Orange, RJ21	MC4LH-9	\$2.89	3	\$8.67
99-0279 PRIVATE LINE MODEM 4/wire ANI/ALI DCB Modem 202T 1200 baud	DCB202T-AC	\$468.70	2	\$937.40
8 PORT (1U) CONSOLE KVM SWITCH 17IN LCD	B020-008-17	\$1,502.73	1	\$1,502.73
10FT USB (3 IN 1)KVM SWITCH CBLKIT	P776-010	\$25.93	8	\$207.45
HP LaserJet Pro 400 color M451dn - Printer - color - duplex - laser - Letter, Legal -	CE957A#BGJ	\$531.92	1	\$531.92
#6 STRND GRND WIRE (Sold by the Ft.)	6G06010450	\$0.68	25	\$16.90
WIRE X-CONN 1PR RED/WH 1000'	PT-JW224-RW-1000	\$0.02	1000	\$21.80
ADPTR Data Kit DB9/8C Female (RJ45-DB9F)	ATDB9F8	\$2.34	3	\$7.03
ADPTR RS232 MALE TO 8 PIN MOD	ATRA8M	\$2.47	2	\$4.95
TIE WRAPS 8" (Order each with a min order of 1000 at .03	PLT2S-M	\$0.03	1000	\$32.70
VELCRO STRIPS - PANDUIT 180" ROLL 3/4"	HLS-15R0	\$16.46	1	\$16.46
APC SMART UPS 1500VA RM 120V 2U (6-NEMA 5-15R)	SMT1500RM2U	\$764.40	2	\$1,528.79
QWEST INSTALLATION MATERIAL	QBOM INSTALL MAT	\$1,090.00	1	\$1,090.00
Estimated Freight Charges				\$1,550.33
			Total Price for Product(s)	\$64,043.26

2. Installation Pricing. Customer will pay the following total installation charge for the Product(s) listed above: \$39,951.71

PUBLIC SAFETY PRODUCT
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ATTACHMENT 2
TO PUBLIC SAFETY PRODUCT
SALES/INSTALLATION/MAINTENANCE AGREEMENT
BETWEEN CUSTOMER AND CENTURYLINK

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CONFIDENTIAL INFORMATION

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INSTALLATION

1. **CenturyLink's Responsibilities.** CenturyLink will ensure that the Product(s) set forth in Attachment 1 have been installed according to the manufacturer's specifications.

2. **Customer's Responsibilities.** Customer is responsible for:

2.1 Preparing the site properly, including, but not limited to, allowing compliance with manufacturer's specifications of floor plan requirements, as well as providing necessary openings, ducts, 4' x 8' sheet of 3/4" plywood for terminals and cross connect field, and conduits in floors and walls.

2.2 Meeting and maintaining proper environmental requirements as indicated by manufacturer of Product(s) listed in Attachment 1.

2.3 Providing electric current and grounds for any necessary purpose, related to this Agreement, with suitable outlets in rooms where required, including, but not limited to, providing proper lighting for installation personnel.

3. **Time and Materials Charges.** Additional time and materials charges are applicable under the following circumstances:

3.1 Any modifications to building's electrical system required to install listed Product(s) that are not properly performed or provided by Customer;

3.2 Drilling of access holes and provisioning of suitable conduit (if required) from equipment room to dispatch center for cable access that are not properly performed or provided by Customer;

3.3 Customer requests that CenturyLink connect the Product(s) to voice recorder equipment which was not purchased under this Agreement.

4. **Target Dates.**

4.1 Installation begin date: (estimated) To be determined

4.2 Installation complete date: (estimated) To be determined

Customer _____
(Initials)

CenturyLink _____
(Initials)

PUBLIC SAFETY PRODUCT
SALES/INSTALLATION/MAINTENANCE AGREEMENT
ATTACHMENT 3
To PUBLIC SAFETY PRODUCT
SALES/INSTALLATION/MAINTENANCE AGREEMENT
BETWEEN CUSTOMER AND CENTURYLINK

=====

CONFIDENTIAL INFORMATION

=====

MAINTENANCE PROVISIONS

General. After expiration of the warranty period, all Product(s) listed in Attachment 1 will be maintained in accordance with the manufacturer's original performance specifications.

1. Service and Scope.

1.1 CenturyLink will provide remedial maintenance on Product(s) listed in Attachment 1, 24 hours a day, seven days a week on a call out basis.

1.2 CenturyLink will target a response time of two hours from receipt of a call to respond to service-affecting call outs.

1.3 Remedial maintenance means maintenance CenturyLink deems reasonably appropriate and necessary to return Product(s) listed in Attachment 1 to proper operating condition as specified by manufacturer's specifications.

1.4 Prior to call out, Customer must follow routine test procedures, as specified by CenturyLink, to localize the cause of a problem.

1.5 After localization of trouble to the Product(s), Customer will immediately notify CenturyLink, by phone, of any Product(s) malfunction.

2. Term of Maintenance Provision.

2.1 The term of this Maintenance Provision will be Sixty (60) months and will begin the day after the warranty period expires for Product(s).

2.2 If CenturyLink's agreement with the equipment manufacturer terminates before the end of this Agreement, CenturyLink may discontinue maintenance service with reasonable notice to Customer.

3. Repair and Replacement of Parts.

3.1 CenturyLink will have the option to repair or replace Product(s) specified in Attachment 1, or parts thereof.

3.2 When CenturyLink replaces part(s) or Product(s), the replacement part(s) become the property of Customer, and the replaced part(s) become the property of CenturyLink.

3.3 CenturyLink may, at its option, use new, reconditioned, or a later version of the parts or components of Product(s) to replace parts.

3.4 If CenturyLink uses parts or Product(s) from a Customer-owned spare parts inventory, the defective part(s) or Product(s) will remain the property of Customer. Customer may, at its option, purchase replacement spare part(s) or Product(s) from CenturyLink. In the case of such exchange, the defective part(s) or Product(s) become the property of CenturyLink and the purchased part(s) or Product(s) become the property of Customer.

3.5 Prices for replacement spare part(s) or Product(s) will be the then current CenturyLink list price.

4. Software Upgrades (Optional). Customer may select the software upgrade program listed on Attachment 4. The availability of this option is contingent on the type of Product used. If Customer selects the software upgrade program, the manufacturer, through CenturyLink, will make new versions and releases of the Product software available for deployment during the contract period. Customer must agree to the software license agreement(s) provided by the Product manufacturer. If Customer is not willing to agree to a manufacturer's software license terms, CenturyLink will not offer the software upgrade program. The software upgrade program is limited to only the software. If any additional hardware or equipment is required to use the software upgrade program, the cost of such additional hardware or equipment will be Customer's responsibility. Any required labor that is provided by a vendor and/or CenturyLink will be billed on a time & material basis at then-current rates and charges. Rates for the software upgrade program are shown in in Attachment 4.

5. Exclusions.

5.1 This Agreement does not cover service calls for Product(s) listed in Attachment 1 that are damaged as a result of misuse of the Product(s), abusive environment, Customer modification, Customer interfaces with peripheral Product(s), moves, fire, vandalism, operator error, use of improper supplies, Force Majeure events, or other causes beyond normal usage of the Product(s). However, if Customer requests CenturyLink to make repairs under such circumstances, and if CenturyLink agrees to make such repairs,

**PUBLIC SAFETY PRODUCT
SALES/INSTALLATION/MAINTENANCE AGREEMENT**

CenturyLink will provide repair at CenturyLink's then-current hourly charge rate for service technicians. All parts required to repair the Product(s) will be paid by Customer at the then-current parts list price.

5.2 This Agreement does not cover service calls to locations that are remote from the primary locations listed under this Agreement.

5.3 This Agreement does not cover headsets, Uninterruptible Power Supplies ("UPS"), personal computers, and any equipment not listed on Attachment 1 to this Agreement.

6. Rates and Charges.

6.1 CenturyLink may initiate an increase on each one-year anniversary of this Maintenance Provision, provided CenturyLink notifies Customer, in writing, 30 days in advance of any such increase. Maintenance charges are provided in Attachment 4 to this Agreement.

Customer _____
(Initials)

CenturyLink _____
(Initials)

PUBLIC SAFETY PRODUCT
SALES/INSTALLATION/MAINTENANCE AGREEMENT
ATTACHMENT 4
TO PUBLIC SAFETY PRODUCT
SALES/INSTALLATION/MAINTENANCE AGREEMENT
BETWEEN CUSTOMER AND CENTURYLINK

=====

CONFIDENTIAL INFORMATION

=====

PAYMENT SUMMARY

1. PRODUCTS.

1.1 Product and Installation Pricing Summary.

Description	Charges
Product	\$ 75,867.53
Installation	\$ 39,951.71
Total for Product and Installation	\$ 115,819.25

2. Product Payment Schedule.

Description	Percentage of Total Payment Due	Amount Due
Contract Signing	20%	\$ 23,163.85
Equipment Delivery	50%	\$ 57,909.62
Date of Acceptance	30 %	\$ 34,745.77

2. WARRANTY AND MAINTENANCE.

2.1 Term. The warranty period and maintenance term are shown below.

Description	Warranty Period and Maintenance Term
Warranty Period	One Full Year
Maintenance Term (after warranty period)	Four Years

2.2 Warranty and Maintenance Payment Schedule. Customer will pay the following warranty and maintenance charges in accordance with the following payment schedule.

Description	Charges	Billing Schedule
Warranty Period	\$ 7,494.36	100% Billed upon Acceptance
First Year Maintenance	\$ 8,199.71	Billed Annually
Second Year Maintenance	\$ 8,975.60	Billed Annually
Third Year Maintenance	\$ 9,829.07	Billed Annually
Fourth Year Maintenance	\$10,767.90	Billed Annually
Fifth Year Maintenance	\$	[SELECT BILLING SCHEDULE]

3. SOFTWARE UPGRADE PROGRAM.

3.1 Software Upgrade Program. Customer will pay the following software upgrade program charges in accordance with the following payment schedule.

Term	Charges*	Billing Schedule
Five Years	\$32,373.00	100% Billed upon Acceptance

*Any labor required and provided by a vendor or CenturyLink will be billed on a time & material basis at then-current rates and charges.

Customer _____
(Initials)

CenturyLink _____
(Initials)

R. B. JONES OF IOWA INC.

Motor grader
PROJECT

LOCATION

OWNER

DATE OF BID OPENING
9-9-14.

ITEM NO. QUANTITY DESCRIPTION

BIDDERS	Murphy Tractor Model # 770G	Legare Model # 740M3	Legare Model # 740M3
207,904 ⁰⁰	258,480 ⁰⁰	253,170 ⁰⁰	253,170 ⁰⁰
140,833 ⁰⁰	178,200 ⁰⁰	149,800 ⁰⁰	149,800 ⁰⁰
43,071 ⁰⁰	80,280 ⁰⁰	83,370 ⁰⁰	83,370 ⁰⁰

Purchase price

Buy Back price

difference

MURPHY

TRACTOR & EQUIPMENT CO.

5087 E Broadway Ave
Des Moines, IA 50317-4744
515-263-0055

PO Box 1760
Dodge City, KS 67801-1760
620-227-3139

1303 3rd Ave. NW
Fort Dodge, IA 50501-2257
515-676-3184

P.O. Box 460
Gering, NE 69341-0460
308-436-2177

3204 S. Engleman Road
Grand Island, NE 68803-6821
308-381-0741

P.O. Box 1206
Great Bend, KS 67530-1206
620-792-2748

8600 NE Parvin Road
Kansas City, MO 64161-8300
816-483-5000

6100 Arbor Road
Lincoln, NE 68517-3211
402-467-1300

P.O. Box 1013
North Platte, NE 69103-1013
308-534-7020

9751 S. 148th Street
Omaha, NE 68138-3898
402-894-1899

P.O. Box 5349
Sioux City, IA 51102-5349
712-252-2753

1401 S State Highway MM
Springfield, MO 65802-7726
417-863-1000

1621 NW Gage Blvd.
Topeka, KS 66618
785-233-0556

P.O. Box 387
Ulysses, KS 67880-0387
620-356-1071

P.O. Box 2520
Waterloo, IA 50704-2520
319-235-7085

5255 N Deere Road
Park City, KS 67219-3308
316-942-1457

Corporate Office:

5375 N Deere Road
Park City, KS 67219-3307
316-945-1015

August 22, 2014

Mr. Russ Stutt
Jasper County Hwy Dept
910 North 11 Avenue East
Newton, IA 50208

Dear Russ:

We are pleased to quote the following for your consideration:

(1) John Deere 770G Motor Grader, new 2014 model, S/N Factory Order.

The following factory and dealer options are included:

- * 770G with Standard Hydraulic Controls,
- * John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions (245 Net Peak hp),
- * Engine Exhaust with Flat Black Stack for 9.0L (EPA FT4 only),
- * No Grade Control Base Kit Installed,
- * No Topcon Radio Installation,
- * JDLink Ultimate Cellular for the Americas, excluding Costa Rica,
- * Single Input Gearbox with Slip Clutch,
- * Deluxe Grading Lights (18 Halogen Lights),
- * Low Cab w/ Fixed Lower Front and Side Windows,
- * No Rear Camera,
- * Air Conditioner Refrigerant Charged,
- * Heated Exterior Mounted Rearview Mirrors,
- * 24-to-12 Volt Converter (30 amps peak / 25 amps continuous),
- * AM/FM Radio with Aux and Weather Band (WB),
- * Lower Front Intermittent Wiper Washer,
- * Powered Cab Air Precleaner,
- * Standard Fabric Air Suspension Seat with Armrests and Headrest,
- * 200 amp Alternator,
- * 14 Ft. x 24 In. x 7/8 In. (4.27 M x 610 mm x 22 mm) with 8 In. x 3/4 In. (203 x 19 mm) Cutting Edge and 5/8 in. (16mm) Hardware,
- * No Blade Impact Absorption System,
- * Autoshift Transmission,
- * Base Hydraulics w/ 1 Auxiliary Function Control,
- * Base Hydraulics- 4 Function Controls,
- * Oil, SAE 10W30,
- * No Quick Service Group,
- * Standard Fuel Water Filtration,
- * Hydraulic Pump Disconnect,
- * Transmission Solenoid Valve Guard,
- * Balderson Style Front Lift Group,
- * Rear Hitch and Pin,
- * Michelin Sno-plus,
- * Front Fenders,
- * English Labels and Decals,
- * Engine Block Heater,
- * Ether Starting Aid,
- * Cold Weather Control Valve Covers,
- * Tall (26in.(660mm) higher than Standard Frame Lights) Front Snow Plow Light Bar,
- * Flip Down Cab Beacon Bracket (RH),
- * Front Window Movable Sun Visor,

- continued -

- * Rear Retractable Sun Shade,
- * Decelerator,
- * Right Hand Moldboard Extension, 2 foot in length,
- * Rear Wheel Fenders,
- * Adjusting Rotary Ejector Precleaner,
- * N50303 Keltek L31 Super-LED
- * 60 Months - 7,500 Hours JD Link
- * N52748 GG1000 Slope Indicator
- * Parts, Service, Operator's Manual

* Warranty: Included in machine sale price: Base Warranty is 12 Months with Full Machine Coverage, PLUS Total Machine Extended Service Coverage out to a total of 48 Months or 6,000 Hours, whichever comes first, \$200 deductible on non-pwrt & hyd failures.

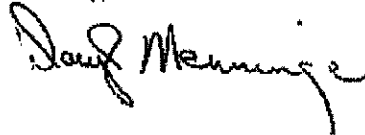
Cash Sale Price: \$203,904
 Price Complete, Delivered: \$203,904

Guaranteed repurchase which expires 4/20/18 (with the other 9 units) is 48 months (4 years) or 4,500 hours, whichever occurs first.

\$160,833.00

We believe the equipment as quoted will exceed your expectations. On behalf of Murphy Tractor & Equipment Co., Inc., thank you for the opportunity to quote John Deere machinery.

Sincerely,

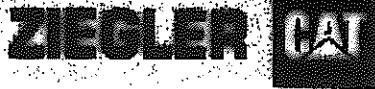


Daryl Menninga
 Territory Sales Manager

CUSTOMER ACCEPTANCE:
 'I accept the equipment & terms stated herewith.'

 Russ Stutt

'This proposal is good for 30 days'



Quote 132516-01

August 20, 2014

JASPER COUNTY
910 N 11TH AVE E
NEWTON, Iowa 50208-1866

Attn: RUSS STUTT

Travis McDowell
Territory Manager
515-238-0640 cell

Caterpillar Model: 140M2 Motor Grader

STANDARD EQUIPMENT

POWERTRAIN - Air cleaner, dual stage dry type radial - seal with service indicator - through messenger and - automatic dust ejector - Air-to-air after cooler (ATAAC) - Belt, serpentine, automatic tensioner - Brakes, oil disc, four-wheel, hydraulic - Demand fan, hydraulic - Differential, lock/unlock - Drain, engine oil, ecology - Electronic over-speed protection - Engine, C9 with ACERT technology, diesel - with automatic engine derate and idle - control. - Meets U.S. EPA Tier 4 and EU Stage IIIb - emission standards. - Tier 4 and EU Stage IIIb emission - standards. - Fuel-water separator - Muffler, under hood - Parking brake, multi-disc, sealed and - oil cooled - Priming pump, fuel - Rear axle, modular - Sediment drain, fuel tank - Tandem drive - Transmission, 8 speed forward and - 6 speed reverse, power shift, direct - drive - VHP (Variable Horsepower)

ELECTRICAL - Alarm, back-up - Alternator, 150 ampere, sealed - Batteries, maintenance free, heavy - duty, 1125 CCA - Breaker panel, ground accessible - Cab harness and electrical hydraulic - valves - Electrical system, 24 volt - Grade Control Ready (Cab harness, - software, electrical hydraulic valves, - bosses and brackets) - Lights, reversing - Lights, roading, roof-mounted - Lights, stop and tail, LED - Product Link ready - Starter, electric

OPERATOR ENVIRONMENT - Accelerator - Air Conditioning with heater - Arm and wrist rest, adjustable - Articulation, automatic return to center - Ashtray and lighter - Centershift pin indicator - Coat hook - Cupholder - Display, digital speed and gear - Doors, left and right side with wiper - Gauge, machine level - Gauges (analog) inside the cab - (includes fuel, articulation, engine - coolant temp, engine - RPM, and hydraulic oil temp, regen) - Joystick, adjustable armrests - Joystick gear selection - Joystick hydraulic controls, (right/left - blade lift with float position, blade - sideshift and tip, circle drive, - centershift, front wheel lean and - articulation and steering) - Joystick hydraulic power steering - Ladders, cab, left and right side - Lights, night time cab - Messenger operator information - system - Meter, hour, digital - Mirror, inside rearview, wide angle - Power Port, 12V - Radio Ready, Entertainment - ROPS cab, sound suppressed - 70dB(A) - ISO 6394 - Seat, cloth-covered, comfort - suspension - Seat belt, retractable 3" - Storage area for cooler/lunchbox - Throttle control, electronic - Windows: laminated glass - - fixed front with intermittent wiper - - side and rear (3)

FLUIDS - Antifreeze - Extended Life Coolant to -35C/-30F

OTHER STANDARD EQUIPMENT - Accumulators, brake, dual certified - Anti-glare paint - Bumper, rear, integrated with hitch - CD ROM Parts Book - Clutch, circle drive slip - Cutting edges, 6" x 5/8" (152mm x 16mm) - curved DH-2 steel, 3/4" mounting bolts - (19mm) - Doors, 4, engine compartment, (two left - hand, two right hand,) locking - Drawbar, 6 shoe with replaceable wear - strips - Electrical hydraulic valves, base 8 - Endbits, 5/8" (16mm) DH-2 steel, 3/4" - (19mm) mounting bolts - Fluid check, ground level - Frame, articulated with safety lock - Fuel tank, 110 gallon (418 L) - Ground level engine shutdown - Ground level fueling - Hammer (emergency exit) - Horn, electric - Hydraulic lines for base functions - Lockout, hydraulic implement (for - roading and servicing) - Moldboard, 12' x 24" x 7/8" (3658mm x - 610mm x 22mm) - Mounting, cab roof accessories - Pump, hydraulic, high capacity (98cc/ - 6cu in) - Radiator, cleanout access (both sides - with swing doors) - Secondary steering - Serviceability, LH side - SOS ports, engine, hydraulic - transmission, coolant, fuel - Tandem walkway/guards - Tool box - Tow hitch - multi-piece rims is included in - the base machine price and - weight.

MACHINE SPECIFICATIONS

140M2 MOTOR GRADER
 HEATER, ENGINE COOLANT, 120V
 TIRES, 14.0R24 MX XSNO+ 1* MP
 LINES, STANDARD W/O ACCUMULATOR
 LANGUAGE, ENGLISH
 BASE + 4 (WM,WT,FL,RIP)
 STARTER, ELECTRIC, HEAVY DUTY
 HITCH, TOWING
 MIRRORS, OUTSIDE HEATED
 MOLDBOARD, 14' PLUS
 WEATHER, COLD PLUS
 PRECLEANER
 INSTALLATION AR- BOX FRAME
 MOUNTING, FRONT LIFT

GLOBAL ARRANGEMENT, LOW AMBIENT
 ARTICULATION GUARD
 PRODUCT LINK, SATELLITE PL321
 CAB, PLUS (STANDARD GLASS)
 CAMERA, REAR VISION
 COMFORT PACKAGE
 SNOW ARRANGEMENT
 ANTIFREEZE WINDSHIELD WASHER
 ANTIFREEZE, -50C (-58F)
 LANE 3 ORDER
 2 FT BLADE EXTENSION
 MAN LIFT GROUP

Sell Price	\$258,480.00
Balance	\$258,480.00

42 MONTH 4500HR BUYBACK = \$178,200.00

WARRANTY

Extended Warranty: 5 Year / 5,000 Hour Governmental Premier Warranty

Please note standard features included in this quote:

5 year 5,000 hour full machine warranty (travel included)

Rear view camera

Circle drive slip clutch

Product Link capabilities

Michelin Snow Plus Tires

*******140M2 is subject to availability*******



Quote 132468-01

August 20, 2014

JASPER COUNTY
910 N 11TH AVE E
NEWTON, Iowa 50208-1866

Attn: RUSS STUTT

Travis McDowell
Territory Manager 515-238-0640 cell

Caterpillar Model: 12M3 Motor Graders

STANDARD EQUIPMENT

POWERTRAIN - Air cleaner, dual stage dry type radial - seal with service indicator and - automatic dust ejector - Air-to-air after cooler (ATAAC) - Belt, serpentine, automatic tensioner - Brakes, oil disc, four-wheel, hydraulic - Demand fan, hydraulic - Differential, lock/unlock, Automatic - Drain, engine oil, ecology - Electronic over-speed protection - Engine, C9 with ACERT technology, diesel - with automatic engine derate and idle - control. EPA/ARB Tier 4 Final and EU stage - IV certified Engine and Aftertreatment - Parking brake, multi-disc, sealed and - oil cooled. - Sediment drain, fuel tank. - Tandem drive - Transmission, 8 speed forward and - 6 speed reverse, power shift, direct - drive - VHP Plus (Variable Horse Power Plus)

ELECTRICAL - Alarm, back-up - Alternator, 150 ampere, sealed - Batteries, maintenance free, heavy - duty, 1125 CCA - Breaker panel, ground accessible - Electrical hydraulic valves - Electrical system, 24 volt - Grade Control Ready (Cab harness, - software, electrical hydraulic valves, - bosses and brackets) - Lights, reversing - Lights, roading, roof-mounted, - stop and tail, LEI) - Starter, electric

OPERATOR ENVIRONMENT - Air Conditioning with heater - Articulation, automatic return to center - Centershift pin indicator - Display, digital speed and gear - Doors, left and right side with wiper - Gauge, machine level - Gauges (analog) inside the cab - (includes fuel, articulation, engine - coolant temp, engine RPM, - and hydraulic oil temp, DEF/AdBlue) - Joystick, adjustable armrests - Joystick gear selection, hydraulic - power steering hydraulic controls - (right/left, blade lift w/ float - position, blade side: lift and tip, - circle drive, centershift, front wheel - lean and articulation and steering) - Lights, night time cab - Messenger operator information system - Meter, hour, digital - Mirror, inside rearview, wide angle - Power Port, 12V - Radio Ready, Entertainment - ROP 3 cab, sound suppressed - - 69dB(A) - ISO 6394 - Seat, cloth-covered, comfort suspension - Storage area for cooler/lunchbox - Throttle control, electronic - Windows: laminated glass - - Fixed front with intermittent wiper - - Door with intermittent wipers (3) - Windows: Tempered - - Left and right side wipers - - Rear with intermittent wiper

SAFETY AND SECURITY - Clutch, circle drive slip - Doors, 2 engine compartment, (two left - hand, two right hand) locking - Doors, 2 service, left and right locking - Ground level engine shutdown - Hammer (emergency exit) - Horn, electric - Lockout, hydraulic implement (for - roading and servicing) - Seat belt, retractable 3" - Secondary steering - Tandem walkway/guards

FLUIDS - Antifreeze - Extended Life Coolant -35C/-30F

OTHER STANDARD EQUIPMENT - Accumulators -brake -dual certified - Drawbar, 6 shoe w/replaceable wear strips - Fluid check, ground level - Fuel tank, 105 gallon (398 L) - Ground level fueling - DEF/AdBlue Tank, 5.5 gallon (21 L) - Hydraulic lines for base functions - Pump, hydraulic, high capacity - (98cc / 15 cu in) - Radiator, cleanout access - (both sides with swing doors) - SOS ports - engine -hydraulic - -transmission -coolant -fuel - Tandem walkway/guards - Tool box - Debris Guard

MACHINE SPECIFICATIONS

12M3 MOTOR GRADER
HEATER, ENGINE COOLANT, 120V
TIRES, 14.0R24 MX XSNO+ 1* MP
LINES, STANDARD W/O ACCUMULATOR
HITCH, TOWING
MIRRORS, OUTSIDE HEATED
MOLDBOARD, 14' PLUS
ARTICULATION GUARD
PRODUCT LINK, SATELLITE PL321
LIGHTS, SERVICE, INTERNAL
PRECLEANER, NON SY-KLONE
BASE+4 (WM,WT-FLOAT,FL,RIP)
GLOBAL ARRANGEMENT, LOW AMBIENT
CAB, PLUS (STANDARD GLASS)

SEAT BELT
COLD WEATHER PLUS PACKAGE
STARTER, ELEC, EXTREME DUTY
SNOW ARRANGEMENT
CAMERA, REAR VISION
CAB, PREMIUM (INTERIOR)
DECALS, ENGLISH (U.S.)
ANTIFREEZE WINDSHIELD WASHER
ANTIFREEZE, -50C (-58F)
LANGUAGE, ENGLISH
2 FT BLADE EXTENSION
MAN LIFT GROUP

Sell Price	\$253,670.00
Balance	\$253,670.00

42 MONTH 4500HR BUYBACK = \$169,800.00

WARRANTY
Extended Warranty: 5 Year / 5,000 Hour Governmental Premier Warranty

Please note standard features included in this quote:

- 5 year 5,000 hour full machine warranty (travel included)**
- Rear view camera**
- Circle drive slip clutch**
- Product Link capabilities**
- Michelin Snow Plus Tires**
- Air Ride Heated Seat**

2014 AUG 26 AM 9:11
JASPER COUNTY AUDITOR

FIREWORKS PERMIT

I, Alvin Pickett, do request a fireworks permit for the following date Oct. 4 2014 Rain date Oct 11th at the following address 3517 N 75 Ave New Newton IA 50208
Name of Event Al's Hay Ride - Bon Fire

The following person will have possession of and will discharge the fireworks

Al Pickett
(Name of person discharging fireworks)

Approved by Jasper County Board of Supervisors

(Signature-Board Chairperson)

(Date)

INDEMNIFICATION AGREEMENT

That I Al Pickett for and in consideration of the issuance by the Jasper County Board of Supervisors of a fireworks permit for the following event Al's Hay Ride - Bon Fire

to be held on the following date Oct 4th 2014 Rain date Oct 11th

does hereby agree to hold harmless and indemnify Jasper County, its Officers, agents and employees from all manner of actions and causes of actions, claims and demands of every kind and nature whatsoever which may arise as a result of the

applicant Al Pickett possessing and using fireworks


for the following event Al's Hay Ride - Bon Fire,

on the following date Oct 4th 2014 Rain date Oct 11th 2014

Address 3517 N 75th Ave W

City and State Newton IA 50208

e-mail address -

Signature 

Date of Application 8-23-2014

Tuesday, August 26, 2014 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Brock and Carpenter present and accounted for; Chairman Brock presiding.

Motion by Carpenter, seconded by Brock to open a public hearing concerning the vacation of a portion of S. 112th Ave W. in Jasper County.

YEA: CARPENTER, BROCK

There were no public comments and no comments received by the Auditor's office on the vacation of a portion of S. 112th Ave W. in Jasper County.

Motion by Carpenter, seconded by Brock to close the public hearing.

YEA: CARPENTER, BROCK

Motion by Carpenter, seconded by Brock to adopt Resolution 14-46 to vacate and transfer all interests of the property to the adjacent landowners of a portion of South 112th Avenue West from a point 40 feet east of the SE Corner of Section 19, Township 78 North, Range 20 West of the 5th P.M., Jasper County, Iowa, run thence to the East Right-of-Way line of W 93rd St W. The Bridge on this section of roadway will also be vacated and removed by the County Highway department.

YEA: CARPENTER, BROCK

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

Doug Bishop representing the Veteran's Memorial Committee spoke to the Board about the final assembly of the columns and base, lighting of the flag poles, a perpetual care fund and parking on the east side of the Courthouse.

Auditor Dennis Parrott told the Board that there is a lot of use for parking on both sides of the Courthouse and that the Supervisors should take a comprehensive look at the issue.

Sheriff John Halferty spoke about the Court systems responsibility for some of the parking issues.

The Board took no action but indicated that they would look into the issue.

Craig Immerfall of Iowa Workforce Development asked the Supervisors to approve using the County's name by Skilled Iowa to promote public awareness of The National Career Readiness Certificate program.

Motion by Carpenter, seconded by Brock to approve the County's involvement in The National Career Readiness Certificate program.

YEA: CARPENTER, BROCK

Human Resources Director Dennis Simon asked the Board to approve the hiring of a new Deputy Sheriff.

Motion by Carpenter, seconded by Brock to adopt Resolution 14-47 a hiring resolution certifying the following appointment to the Auditor for payroll purposes:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff	Deputy	Nicolas Aldrich	\$23.83	Hire-in	9/2/14

YEA: CARPENTER, BROCK

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

Motion by Carpenter, seconded by Brock to approve Board of Supervisors minutes for August 12, 2014.

YEA: BROCK, CARPENTER

There were no Board appointments.

Max Rayburn presented to the Supervisors a petition signed by 27 residents to place no more salt and sand on N. 4th Ave E. from E. 31st St N. to Hwy T-12 and Halter Avenue.

Motion by Carpenter, seconded by Brock to adjourn the August 26, 2014 meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, BROCK

Dennis Parrott, Auditor

Joe Brock, Chairman