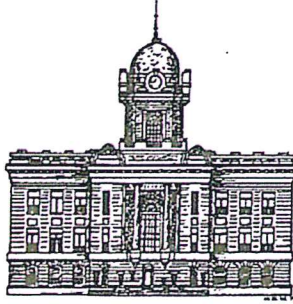


Jasper County, Iowa

Denny Carpenter

Doug Cupples

Brandon Talsma



Board of Supervisors

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

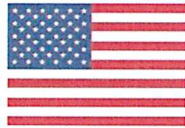
JASPER COUNTY BOARD OF SUPERVISORS MEETING AGENDA

www.jasperia.org

April 27, 2021

9:30 a.m.

Pledge of Allegiance



You may still physically attend the Jasper County Supervisors Meeting, as the County will continue to follow the COVID-19 Guidelines for social distancing. However, you may also attend the meeting by joining us via "Live Stream" at <https://jasper.zoom.us/j/97712718501> Please use the **Meeting ID: 977 1271 8501**. You may also dial in at +1-312-626-6799, using the same meeting ID.

- Item 1 Human Resources – Dennis Simon**
 - a) Hiring Resolution – Acct/Computer Specialist (Engineers Office)
 - b) Engineer Recruitment

- Item 2 Sheriff – John Halferty**
 - a) Approve Appointment of Deputy Coleman
 - b) Livescan Maintenance Renewal
 - c) Advanced Correctional Healthcare Renewal

- Item 3 Engineer – Paul Geilenfeldt**
 - a) DOT FY2021 Budget Amendment
 - b) Resolution Vacating Portion of Public Roadway Sec 35-T79N-R21W
 - c) Resolution Vacating Portion of Public Roadway Sec 30-T81N-R21W
 - d) Resolution Vacating Portion of Public Roadway Sec 12 & 13-T80N-R19W
 - e) Resolution to Designate Level C Roadway
 - f) Purchase of Dump Bodies
 - g) Purchase of Dump Trucks

- Item 4 Community Development – Kevin Luetters / Daniel Hunter**
 - a) Rock Creek West Roads

- Item 5 Approval of Board of Supervisors minutes for 04/20/21**

PUBLIC INPUT & COMMENTS

Resolution 21 –

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>
Engineer's Office	Full-Time Acct / Computer Specialist	Shawna Jaggars	\$18.38	Grade 2 Hire-In Rate PPME Scale	4/28/21

Resolution adopted this 27th day of April, 2021

Doug Cupples, Chairman

Attest:

Dennis Parrott, Auditor

CERTIFICATE OF APPOINTMENT OF DEPUTY OR ASSISTANT

STATE OF IOWA, JASPER COUNTY, ss.

I, John R. Halferty, Sheriff of Jasper County, Iowa, do hereby constitute and appoint Chad Coleman as Deputy Sheriff for a period of 4 years, from April 22, 2021, and do hereby authorize and empower him to do and perform in my name as such Deputy Sheriff, all acts and things that may lawfully be done by him as such Deputy Sheriff.

This commission expires December 31, 2024 unless sooner revoked, or when said Deputy Sheriff ceases to perform above named duties.

Given under my hand this 22nd day of April, 2021.

John R. Halferty
John R. Halferty
Sheriff of Jasper County, Iowa

STATE OF IOWA, JASPER COUNTY, ss.

I, Chad Coleman, having been appointed Deputy Sheriff of Jasper County, under John R. Halferty, Sheriff of said County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of Deputy Sheriff as now or hereafter by law.

Chad Coleman

Subscribed and sworn to before me, this 22nd day of April, 2021.



Julie P. Dodds
Notary Public State of Iowa

Above appointment approved by the Board of Supervisors of Jasper County, this _____ day of _____, 20____ by resolution, Minute Book _____, Page _____.

Chairperson, Board of Supervisors



5515 East La Palma Ave., Suite 100
Anaheim, CA 92807
Tel: (714) 238-2000
Fax: (714) 238-2049

April 16, 2021

Wendy Hecox
Jasper County Sheriff's Office
2300 Law Center Drive
Newton IA, 50208
Whecox@jaspersheriff.org
(641) 791-7081

RE: Maintenance and Support Agreement # 003484-001

By means of this letter, Idemia Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Jasper County Sheriff's Office** Maintenance and Support Agreement for the period **June 17, 2021** through **June 16, 2022** per the Terms and Conditions below.

Please indicate acceptance of this agreement by signing in the acceptance block below and returning it to my attention via Email at helen.bakkers@us.idemia.com at your soonest convenience. Failure to return this fully executed letter on or before the current coverage expiration date will result in a lapse in maintenance, which will be subject to a recertification and/or reimplementation fee.

If you have any questions or need further clarification, please contact me at (714) 238-2042 or e-mail helen.bakkers@us.idemia.com. Thank you in advance.

Thank you,

Helen Bakkers
Maintenance Agreement Specialist
Idemia Identity & Security USA LLC

Accepted by:

IDEMIA IDENTITY & SECURITY USA LLC

JASPER COUNTY SHERIFF'S OFFICE

Signed by:  _____

Signed by: _____

Printed Name: Michael Hash

Printed Name: _____

Title: Vice President

Title: _____

Date: 4/16/2021

Date: _____

Doug Cupples, Chairman

Dennis Parrott, Auditor

Please note this is not an invoice. An invoice will be provided after receipt of the signed document or purchase order.

Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. SA # 003484-001

CUSTOMER: Jasper County Sheriff's Office

The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
ELSA-D	LiveScan Station Cabinet Tenprint/Palmprint	IATPE025	1
Printer	Lexmark	IATPELX025	1

Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 003484-001 Date April 16, 2021
 New Term Effective Start June 17, 2021 End June 16, 2022

STANDARD SUPPORT	
<input checked="" type="checkbox"/> Advantage – Software Support	
◆ Telephone Response: 2 Hour	◆ Standard Releases & Updates
◆ Remote Dial-In Analysis	◆ Automatic Call Escalation
◆ Unlimited Telephone Support	◆ Supplemental Releases & Updates
<input checked="" type="checkbox"/> On-Site Hardware Support	
◆ 8 a.m. – 5 p.m. Monday to Friday PPM	◆ Defective Parts Replacement
◆ Next Day PPM On-site Response	◆ Escalation Support
◆ Hardware Vendor Liaison	◆ Hardware Customer Alert Bulletins
<input checked="" type="checkbox"/> Parts Support	
◆ Parts Ordered & Shipped Next Business Day	◆ Parts Customer Alert Bulletins
<i>* If customer is providing their own on-site hardware support, the following applies:</i>	
➢ Customer Orders & Replaces Parts	➢ Telephone Technical Support for Parts Replacement Available
ADDITIONAL OPTIONS	
<input type="checkbox"/> Users Conference Attendance (\$3,586 per Attendee) Year: 2019 Number Attendees Requested	
• Registration fee	• Roundtrip travel for event
• Daily meals	• Ground transportation to/from the conference airport to the conference hotel
• Hotel accommodations	
\$ N/A	
GRAND TOTAL \$ 2,685.00	
*Exclusive of taxes if applicable	

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)

Maintenance and Support Agreement - Number SA # 003484-001

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 **Error Correction Status Report.** Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. **Customer Responsibility.**

2.1 Customer is responsible for running any installed anti-virus software.

2.2 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. **Seller Responsibility.**

3.1 **Anti-virus software.** At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 **Customer Notifications.** Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 **Account Reviews.** Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 **Remote Installation.** At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. (*Applies to Software and interfaces to those Products*) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

Maintenance and Support Agreement - Number SA # 003484-001

Terms & Conditions

Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a principal place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, CA 92807, and Jasper County Sheriff's Office ("Customer"), having a place of business at 2300 Law Center Drive, Newton IA, 50208, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the maintenance and support services as described below and in the attached exhibits. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows.

Section 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit-A "Description of Covered Products"

Exhibit-B "Support Plan"

Exhibit-C "Support Plan Options and Pricing Worksheet"

Section 2. DEFINITIONS

"Equipment" means the physical hardware purchased by Customer from Seller pursuant to a separate System Agreement, Products Agreement, or other form of agreement.

"IDEMIA" means Idemia Identity & Security USA LLC.

"IDEMIA Software" means Software that IDEMIA or Seller owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-IDEMIA Software" means Software that a party other than IDEMIA or Seller owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days, and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by Customer is indicated in the Support Plan Options and Pricing Worksheet.

"Products" means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by Seller.

"Releases" means an Update or Upgrade to the IDEMIA Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Release" is defined as a minor release of IDEMIA Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the IDEMIA Software. Depending on Customer's specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1.2.3". A "Standard Release" is defined as a major release of IDEMIA Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as

underlined: "1.2.3". A "Product Release" is defined as a major release of IDEMIA Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3". If a question arises as to whether a Product offering is a Standard Release or a Product Release, IDEMIA's opinion will prevail, provided that IDEMIA treats the Product offering as a new Product or feature for its end user customers generally.

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Support Plan and provided under this Agreement.

"Software" means the IDEMIA Software and Non-IDEMIA Software that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established IDEMIA holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Support Plan Options and Pricing Worksheet.

"System" means the Products and services provided by Seller as a system as more fully described in the Technical and Implementation Documents attached as exhibits to a System Agreement between Customer and Seller (or IDEMIA).

"Technical Support Services" means the remote telephonic support provided by Seller on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

"Update" means a Supplemental Release or a Standard Release.

"Upgrade" means a Product Release.

Section 3. SCOPE AND TERM OF SERVICES

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Seller will provide to Customer the Services in accordance with Customer's selections as indicated in the Support Plan Options and Pricing Worksheet, and such Services will apply only to the Products described in the Description of Covered Products.

3.2. Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, the term of this Agreement is one (1) year, beginning on the Start Date. This annual maintenance and support period will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Software listed in the Description of Covered Products that are licensed by Seller to Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Software that are licensed to Customer as of the beginning of the annual maintenance and support period. If, during an annual maintenance and support period, Customer acquires additional units of the Software that is covered by this Agreement, the price for maintenance and support services for those additional units will be calculated and added to the total price either (1) if and when the annual maintenance and support period is renewed or (2) immediately when Customer acquires the additional units, as IDEMIA determines. Seller may adjust the price of the maintenance and support services effective as of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the annual maintenance and support period. If Customer notifies Seller of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Seller's consent provided (a) Customer pays to Seller the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Seller performs Services at the location of installed Products, Customer agrees to provide to Seller, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Seller to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Support Plan Options and Pricing Worksheet.

3.6. Seller will provide to Customer Technical Support Services and Releases as follows:

3.6.1. Seller will provide unlimited Technical Support Services and correction of Residual Errors during the PPM in accordance with the exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Support Plan Options and Pricing Worksheet. Any Technical Support Services that are performed by Seller outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then current hourly rates. Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.6.2. Unless otherwise stated in paragraph 3.6.3 or if the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or third party software provided by Seller in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3 Seller will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Seller in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4. Seller does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software

may be purchased at Customer's request on a time and materials basis at Seller's then current rates for professional services.

3.6.5. Seller's responsibilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, Seller will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Seller shall not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Seller's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Seller or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Seller.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10 Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11 Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Description of Covered Products.

3.7.14. Support of any interface(s) beyond Seller-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Seller's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Seller's Customer Support organization for reporting and verifying problems, and performing System backup. At least one member of the System Administrators group should have completed Seller's End-User training and System Administrator training (if available). The combined skills of this System Administrators group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Seller. Customer shall assist Seller in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Seller's Customer Support Center by telephone, but the System Administrator must follow up with Seller's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Seller may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Seller shall become Seller's property.

3.10 Customer shall permit and cooperate with Seller so that Seller may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Seller may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees). Seller will limit the number of audits to no more than one (1) per year except Seller may conduct quarterly audits if a prior audit indicated the price had been understated.

3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Seller will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12 Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of the Seller.

Section 4. RIGHT TO SUBCONTRACT AND ASSIGN

Seller may assign its rights and obligations under this Agreement and may subcontract any portion of Seller's performance called for by this Agreement.

Section 5. PRICING, PAYMENT AND TERMS

5.1 Prices in United States dollars are shown in the Support Plan Options and Pricing Worksheet and are subject to a 5% escalation fee for each subsequent support year. Unless this exhibit expressly provides to the contrary, the price is payable annually in advance. Seller will provide to Customer an invoice, and Customer will make payments to Seller within twenty (20) days after the date of each invoice. During the term of this Agreement, Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

5.2. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3 If Customer requests, Seller may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4 Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Seller. If such charges are imposed upon Seller, Customer shall reimburse Seller upon receipt of proper documentation of such assessments.

Section 6. LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Seller's (including any of its affiliated companies) total liability arising from this Agreement will be limited to the direct damages recoverable under law, but not to exceed the price of the maintenance and support services being provided for one (1) year under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER (INCLUDING ANY OF ITS AFFILIATED COMPANIES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SYSTEM, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

Section 7. DEFAULT/TERMINATION

7.1. If IDEMIA breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance), Customer may consider IDEMIA to be in default. If Customer asserts a default, it will give IDEMIA written and detailed notice of the default. IDEMIA will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If IDEMIA provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2. If Customer breaches a material obligation under this Agreement (unless IDEMIA or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law,

IDEMIA may consider Customer to be in default. If IDEMIA asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to IDEMIA. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of IDEMIA's approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Seller shall immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information shall include: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Seller to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Seller in connection with this Agreement that is required by law to be held confidential.

Section 8. GENERAL TERMS AND CONDITIONS

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and shall be effective upon receipt

Customer: Jasper County Sheriff's Office
Attn: Wendy Hecox
2300 Law Center Drive
Newton IA, 50208
Phone: (641) 791-7081

Seller: Idemia Identity & Security USA LLC
Attn: Maintenance Agreements
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Phone: (714)238-2000 Fax: (714)632-2158

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.4. Customer may not assign any of its rights under this Agreement without IDEMIA's prior written consent.

8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered maintenance and support services and supersedes all prior and concurrent agreements and understandings, whether written or

oral, related to the services performed. Neither this Agreement nor the Exhibits may not be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Delaware if Licensee is not a sovereign government entity.

Section 9. CERTIFICATION DISCLAIMER

Seller specifically disclaims all certifications regarding the manner in which Seller conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Seller.

Section 10. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, shall obtain any approval or permit required in the performance of its obligations. Neither Seller nor any of its employees is an agent or representative of Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

**FIRST AMENDMENT TO THE AGREEMENT FOR THE PROVISION
OF HEALTH CARE TO INCARCERATED PATIENTS
JASPER COUNTY, IOWA**

The agreement entered into on 8/3/2020 by and between the county and ACH is amended as follows, effective 7/1/2021 at 12:01 A.M.

The definition of “specified medications” is hereby removed in its entirety.

Section 1.10 is hereby amended as follows:

1.10 PHARMACEUTICALS. Pool money will pay for all pharmaceuticals. The county agrees to allow home medications in the facility when they are able to be properly verified. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, corporate approval for expensive medication, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.

1.10.1 DISCHARGE PLANNING – MEDICATION. Prescribing decisions are made on a patient-specific, case-by-case basis by the prescriber. As a general rule, ACH’s prescriber will (1) call in a prescription to a local pharmacy for the patient to pick up, (2) discharge the patient with an appropriate amount of medication so the patient may bridge to a community provider (generally, no more than 14 days), or (3) decide not to prescribe medication (as appropriate). The county will pay for all discharge medication.

Section 1.13 is hereby added to the agreement as follows:

1.13 POOL. The county will have a pool of \$8,000 to be used every 12 months (referred to as the “pool”). The pool money will be spent as indicated in this agreement. The pool dollar amount is simply an estimation of, **not a limitation on**, how much money will likely be spent. ACH prescribers do not make treatment decisions based upon the pool money balance. Instead, it is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by approval process for outside care, etc. Each situation should be addressed on a case-by-case basis.

1.13.1 The date of service for outpatient care, or date of admission for hospitalization, or date of the prescription, will be used to determine the calendar month in which the expenses are to be applied toward the pool. Any costs exceeding the pool will be paid by the county at the time the costs exceed the pool, or monthly, as needed.

1.13.2 Any monies remaining in the pool after receipt of invoices will be shared with the county at a rate of 90% to the county / 10% to ACH within 90 days after the pool close date. Invoices received after the pool close date will be forwarded to the county for payment.

1.13.3 In the event this agreement is terminated prior to the pool close date, any remaining pool monies will be prorated for the portion of the 12-month term elapsed. Costs exceeding the prorated amount will be paid by the county.

Section 3.1 is hereby amended as follows:

3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The county agrees to pay \$53,356.93 per year to ACH under this agreement. To do so, the county agrees to make monthly payments of \$4,446.41 to ACH during the term of this agreement. ACH will bill the county approximately 30 days prior to the month in which services are to be rendered. The county agrees to pay ACH within 30 days of receipt of

the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.

Sections 3.3.2.1 and 3.3.2.2 and is hereby amended as follows:

3.3.2.1 COUNTY PATIENTS. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of county patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.33 per patient per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.33 x 91)

3.3.2.2 NON-COUNTY PATIENTS. A separate per diem rate of \$0.33 per patient per day will be assessed for each non-county patient housed in the facility in excess of the contracted non-county patient ADP.

AMENDMENT AGREED TO AND ACCEPTED:

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Jessica K. Young, Esq., CCHP, President & CEO

Date

COUNTY OF JASPER, IOWA

John Halferty, Sheriff

Date

Doug Cupples, Chairman

Dennis Parrott, Auditor

Please complete and return via email to Contracts@advancedch.com

If this amendment is not returned to ACH by 5/9/21, the price may be subject to increase.

BUSINESS ASSOCIATE AGREEMENT
JASPER COUNTY, IOWA

Definitions

Catch-all definition:

The following terms used in this Agreement will have the same meaning as those terms in the HIPAA Rules (<https://www.federalregister.gov/articles/2013/01/25/2013-01073/modifications-to-the-hipaa-privacy-security-enforcement-and-breach-notification-rules-under-the>): Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. “Business Associate” will generally have the same meaning as the term “Business Associate” at 45 CFR 160.103, and in reference to the party to this agreement, will mean Advanced Correctional Healthcare, Inc.
- (b) Covered Entity. “Covered Entity” will generally have the same meaning as the term “Covered Entity” at 45 CFR 160.103, and in reference to the party to this agreement, will mean Jasper County Jail.
- (c) HIPAA Rules. “HIPAA Rules” will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, within 48 hours (except for any breaches putting patients at immediate risk of harm, which should be reported as soon as possible) and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Agreement for the Provision of Health Services. The Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity will notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) Covered Entity will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Covered Entity will notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered Entity will not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except if the Business Associate will use or disclose protected health information for data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Agreement will be effective as of the date of the last signature hereto, and will terminate on the termination of the Agreement for Health Services or the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, will:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section will survive the termination of this Agreement.

Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No amendment to this Agreement will be effective until reduced to writing and signed by the parties.
- (c) Interpretation. Any ambiguity in this Agreement will be interpreted to permit compliance with the HIPAA Rules.
- (d) No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.
- (e) Without in anyway limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any Individual whose PHI is Used or Disclosed pursuant to this Agreement.
- (f) Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision will not be construed as a waiver of any other term or provision.
- (g) Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.
- (h) Conflict. In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement or understanding between the parties, written, oral or implied, the terms of this Agreement will govern. Without limiting the foregoing, no provision of any other agreement or understanding between the parties limiting the liability of the Business Associate to Covered Entity will apply to the breach of any term, condition or covenant contained in this Agreement by Business Associate.
- (i) Headings. The headings of each section are inserted solely for purposes of convenience and will not alter the meaning of this Agreement.
- (j) Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the date of the last signature hereto.

BUSINESS ASSOCIATE

ADVANCED CORRECTIONAL HEALTHCARE, INC.

 Jessica K. Young, Esq., CCHP
 President & Chief Executive Officer

 Date

Please complete and return via email to Contracts@advancedch.com

COVERED ENTITY

JASPER COUNTY JAIL

 John Halferty, Sheriff

 Date

 Doug Cupples, Chairman

 Dennis Parrott, Auditor

Iowa Department of Transportation
SECONDARY ROADS BUDGET

Item #3A
April 27, 2021

County: Jasper County
Fiscal Year: 2021
Version: 2

COUNTY CERTIFICATION

This Secondary Road Budget was adopted by the Board of Supervisors on _____

Date

ATTESTED

County Auditor

Date

County Engineer

Date

Chairperson, Board of Supervisors

Date

IOWA DOT BUDGET APPROVALS

Recommended Approval: _____
OLS Reviewer

Date

Approval: _____
Director of Local Systems

Date

SECONDARY ROADS BUDGET

		Actual Receipts Prior Years		Estimated Receipts	
		2 nd Prior	1 st Prior	Current	Next
		FY 2018	FY 2019	FY 2020	FY 2021
1. County Auditor's Beginning Balance		\$5,969,693.32	\$4,924,498.44	\$2,702,432.68	\$1,351,629.68
Receipts from Property Tax Levies	0.00000 Dollars on all taxable property in county except on property within cities and towns. (Max. \$3.00375)	\$2,506,333.92	\$2,605,990.57	\$2,365,503.00	\$2,365,503.00
	0.00000 Dollars on all taxable property in the county. (Max. \$0.16875)				
2A. Local Option Sales Tax		\$0.00	\$0.00	\$0.00	\$0.00
3. Regular Road Use Tax Received	(Doesn't include transfer of local R.U.T. to FM account for const. on FM routes)	\$4,778,913.29	\$4,948,425.43	\$4,651,164.00	\$4,890,117.00
3b. Amount for 306.4(a3)	(Senate File 451 - FM Ext. in City <=500)	\$36,052.61	\$36,503.44	\$34,332.00	\$35,885.87
3c. Time 21		\$729,433.77	\$709,045.15	\$643,948.00	\$644,643.00
4. RISE Funds		\$0.00	\$0.00	\$0.00	\$0.00
5. FA Bridge Replacement Funds		\$270,318.95	\$358,915.23	\$450,000.00	\$0.00
5a. SWAP Bridge Replacement Funds		\$0.00	\$0.00	\$0.00	\$0.00
6. Proposed transfer of FM funds to Local Secondary Fund.(Section 309.10)		\$0.00	\$0.00	\$0.00	\$0.00
7.Tax Refunds (-) and/or Credits (+).(Section 309.10 - Code of Iowa)		\$0.00	\$0.00	\$0.00	\$0.00
8. Miscellaneous Receipts	Culvert, Bridge and Sign Damage Reimbursements				\$3,000.00
	Dust Control, Jury Duty and Maps	\$6,727.53			\$7,000.00
	<i>Donations, sale of used materials, Special Assessments, etc</i>			\$80,500.00	\$92,500.00
	HMA Paving Payment from Sully	\$25,500.00			\$29,000.00
	Miscellaneous/Rock Reimb.				\$11,500.00
	<i>Itemized for 2021</i>				
	All Other	\$111,017.93	\$185,550.29	\$177,000.00	\$87,500.00
9. Total Miscellaneous Receipts		\$143,245.46	\$185,550.29	\$257,500.00	\$230,500.00
10. TOTAL RECEIPTS		\$14,433,991.32	\$13,768,928.55	\$11,104,879.68	\$9,518,278.55
11. Road Use Tax Funds or other local funds not transferred to Secondary Roads to be transferred to FM fund for construction.		0	0	\$0.00	\$0.00

SECONDARY ROADS BUDGET

	Actual Expenditures Prior Years		Estimated Expenditures	
	Prior 2 FY 2018	Prior 1 FY 2019	Current FY 2020	Next FY 2021
70X * Administration and Engineering				
700 Administration Expenditures	\$350,633.97	\$351,171.07	\$409,675.00	\$323,821.00
701 Engineering Expenditures	\$391,241.03	\$421,177.02	\$530,215.00	\$575,994.00
TOTAL ADMINISTRATION AND ENGINEERING	\$741,875.00	\$772,348.09	\$939,890.00	\$899,815.00
020* Construction				
Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads <i>(With other than FM funds ---See Accomplishment Year projects)</i>	\$540,025.95	\$647,680.25	\$475,000.00	\$385,000.00
71X* Roadway Maintenance				
710 Bridges and Culverts (420, 430)	\$867,269.76	\$1,058,308.70	\$1,027,950.00	\$480,357.00
711 Roads (4250, 460, 480)	\$3,775,505.90	\$5,436,399.06	\$4,481,920.00	\$3,958,027.00
712 Snow and Ice Control (520)	\$423,356.55	\$630,860.96	\$354,602.00	\$810,587.00
713 Traffic Controls (590)	\$239,979.78	\$126,159.00	\$117,073.00	\$373,329.00
714 Road Clearing (490)	\$299,314.01	\$163,146.89	\$270,719.00	\$416,107.00
TOTAL ROADWAY MAINTENANCE	\$5,605,426.00	\$7,414,874.61	\$6,252,264.00	\$6,038,407.00
72X * General Roadway				
720 New Equipment (610)	\$1,060,192.25	\$686,612.95	\$200,000.00	\$0.00
721 Equipment Operations (620, 630, 650)	\$1,248,694.04	\$1,283,127.21	\$1,498,813.00	\$1,642,458.00
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$254,553.47	\$227,177.84	\$327,000.00	\$327,800.00
723 Real Estate and Buildings (800)	\$58,726.17	\$34,674.92	\$60,283.00	\$63,169.00
TOTAL GENERAL ROADWAY	\$2,622,165.93	\$2,231,592.92	\$2,086,096.00	\$2,033,427.00
TOTAL EXPENDITURES (70X + 020 + 71X + 72X)	\$9,509,492.88	\$11,066,495.87	\$9,753,250.00	\$9,356,649.00
County Auditor's balance at end of fiscal year	\$4,924,498.44	\$2,702,432.68	\$1,351,629.68	\$161,629.55
TOTAL (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]	\$14,433,991.32	\$13,768,928.55	\$11,104,879.68	\$9,518,278.55

**RESOLUTION
VACATING A PORTION OF
JASPER COUNTY PUBLIC ROADWAY**

BE IT RESOLVED that the Jasper County, Iowa roadway easements and other interests upon the real estate described below are no longer necessary for any public purpose and ought now be vacated in the manner allowed by law, reserving however all of such area for general public utility usage.

FURTHER RESOLVED that by Iowa Code 306.11 which states "If the proposed vacation is of part of a road right-of-way held by easement and will not change the existing traveled portion of the road or deny access to the road by adjoining landowners, a hearing is not required" a public hearing was not held since there was no evidence found to indicate that any of the described portions of roadway were ever open or used as roadways.

NOW, THEREFORE, BE IT HEREBY RESOLVED that any and all interests of Jasper County, Iowa in and to the following described real estate are hereby vacated and no longer shall be available for any public use for roadway or other public purposes other than utility purposes:

Part of the SE ¼ of the SW ¼ of Section 35, Township 79 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as recorded in Book 953, Page 134, at the Jasper County, Iowa, Recorder's Office, described as follows:

"Commencing at the SW Cor. Sec. 35, T79, R21W, thence east 2323 ft. to the point of beginning, thence north 323 ft. to the southerly right of way line of Chicago Rock Island and Pacific Railway, thence southeasterly along the southerly right of way line of Chicago Rock Island and Pacific Railway 471 ft. to the south line of Sec. 35, T79N, R21W, thence west 343 ft. to the point of beginning and containing 1.02 acres, more or less, exclusive of the present established east and west highway."

BE IT HEREBY FURTHER RESOLVED that the aforesaid property and all interests of Jasper County, Iowa in and to said property be, and are hereby, conveyed to the owners of record (both legal and equitable titleholders as their respective interests may appear), an equal split of the adjacent strip to record owners of such respective adjoining parcels or as agreed upon by said owners, subject to reservation of utility use thereof. Upon subsequent formal or informal request by any such adjoining landowner or successors in interest and preparation of all documents by said landowners at their sole expense and to the satisfaction of the Jasper County Attorney as to both form and content, Jasper County, Iowa, by and through the chairperson of its Board of Supervisors and its Auditor shall execute and deliver appropriate conveyancing instruments reserving utility use interests only.

The Auditor of Jasper County, Iowa is hereby directed to promptly file in the office of the Jasper County Recorder a certified copy of this Resolution.

Passed and Approved this _____ day of _____

Doug Cupples
Chairman Board of Supervisors

Brandon Talsma
Board of Supervisors

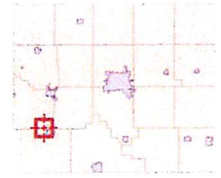
ATTEST: _____

Dennis Carpenter
Board of Supervisors

Dennis Parrott
County Auditor



Overview



Legend

-  Parcels
-  Corporate Limits
-  Political Township
- Roads**
-  Local
-  Primary Highway
-  Secondary Highway
-  Other

Jasper County Data Disclaimer

Please Read Carefully

This Jasper County Geographical Information System product contains information from publicly available sources that are subject to constant change. Jasper County makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of this product, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.

The information presented in this product does not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use. All drawing components (lines, curves, points, etc.) are created as a representation and should not be construed as actual.

Date created: 3/29/2021
 Last Data Uploaded: 3/26/2021 7:16:41 PM

Developed by  **Schneider**
 GEOSPATIAL

Resolution No. _____

**RESOLUTION
VACATING A PORTION OF
JASPER COUNTY PUBLIC ROADWAY**

BE IT RESOLVED that the Jasper County, Iowa roadway easements and other interests upon the real estate described below are no longer necessary for any public purpose and ought now be vacated in the manner allowed by law, reserving however all of such area for general public utility usage.

FURTHER RESOLVED that by Iowa Code 306.11 which states "If the proposed vacation is of part of a road right-of-way held by easement and will not change the existing traveled portion of the road or deny access to the road by adjoining landowners, a hearing is not required" a public hearing was not held since there was no evidence found to indicate that any of the described portions of roadway were ever open or used as roadways.

NOW, THEREFORE, BE IT HEREBY RESOLVED that any and all interests of Jasper County, Iowa in and to the following described real estate are hereby vacated and no longer shall be available for any public use for roadway or other public purposes other than utility purposes:

**That portion of West 140th Street North described as follows:
Commencing at the Southeast Corner of Section 30, Township 81 North, Range 21 West;
thence north 346 feet along the east line of the SE ¼ of the SE ¼ of said Section 30 to the point of beginning; thence north to the southerly right-of-way line of State Highway 330.
All in Sections 29 and 30, Township 81 North, Range 21 West of the 5th P.M., Jasper County, Iowa.**

BE IT HEREBY FURTHER RESOLVED that the aforesaid property and all interests of Jasper County, Iowa in and to said property be, and are hereby, conveyed to the owners of record (both legal and equitable titleholders as their respective interests may appear), an equal split of the adjacent strip to record owners of such respective adjoining parcels or as agreed upon by said owners, subject to reservation of utility use thereof. Upon subsequent formal or informal request by any such adjoining landowner or successors in interest and preparation of all documents by said landowners at their sole expense and to the satisfaction of the Jasper County Attorney as to both form and content, Jasper County, Iowa, by and through the chairperson of its Board of Supervisors and its Auditor shall execute and deliver appropriate conveyancing instruments reserving utility use interests only.

The Auditor of Jasper County, Iowa is hereby directed to promptly file in the office of the Jasper County Recorder a certified copy of this Resolution.

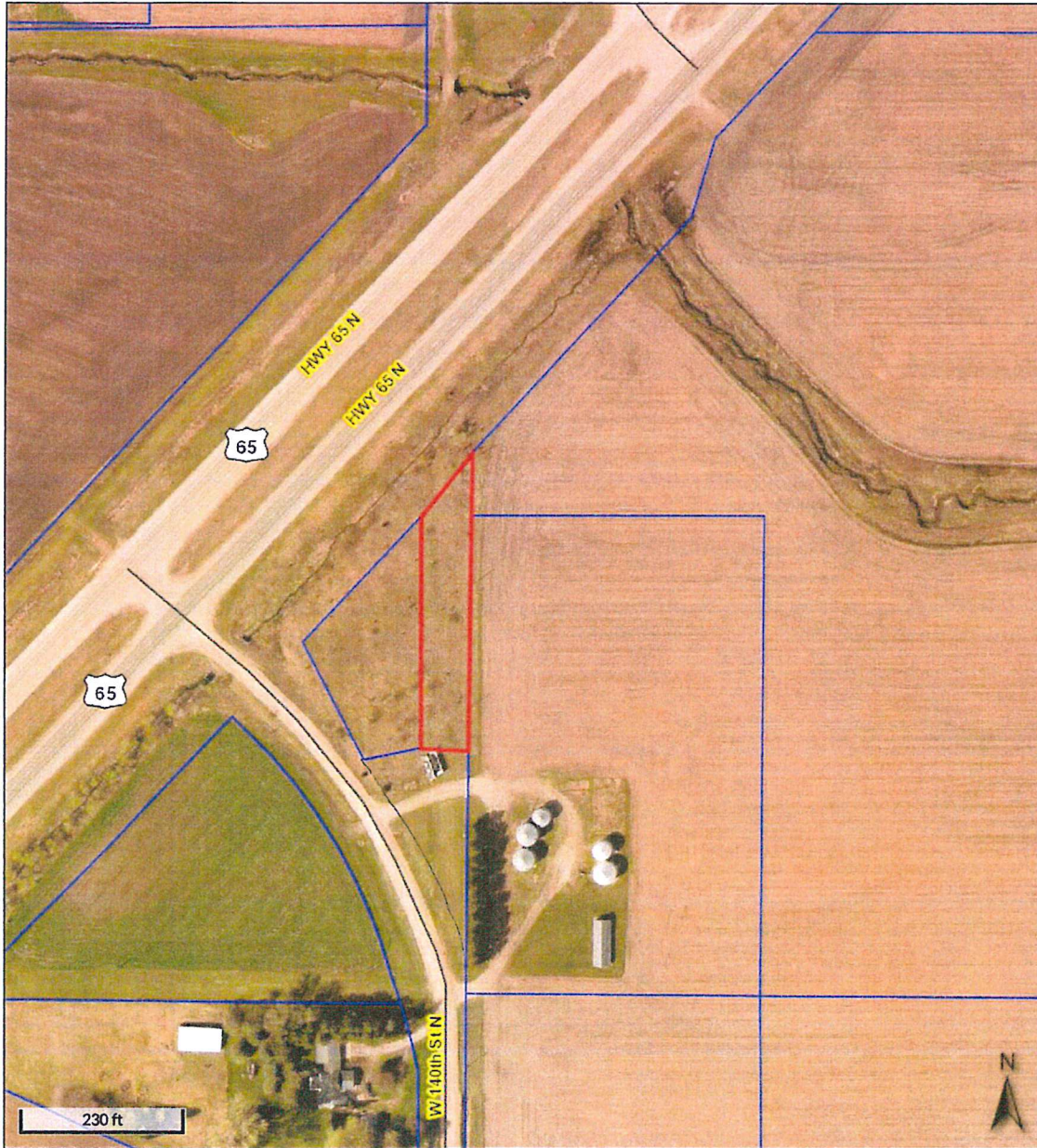
Passed and Approved this _____ day of _____

Doug Cupples
Chairman Board of Supervisors

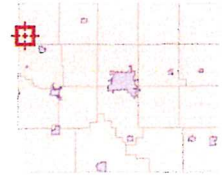
Brandon Talsma
Board of Supervisors

Dennis Carpenter
Board of Supervisors

ATTEST: _____
Dennis Parrott
County Auditor



Overview



Legend

-  Parcels
-  Corporate Limits
-  Political Township
- Roads**
-  Local
-  Primary Highway
-  Secondary Highway
-  Other

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 GEOSPATIAL

Resolution No. _____

**RESOLUTION
VACATING A PORTION OF
JASPER COUNTY PUBLIC ROADWAY**

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FURTHER RESOLVED that by Iowa Code 306.11 which states "If the proposed vacation is of part of a road right-of-way held by easement and will not change the existing traveled portion of the road or deny access to the road by adjoining landowners, a hearing is not required" a public hearing was not held since there was no evidence found to indicate that any of the described portions of roadway were ever open or used as roadways.

NOW, THEREFORE, BE IT HEREBY RESOLVED that any and all interests of Jasper County, Iowa in and to the following described real estate are hereby vacated and no longer shall be available for any public use for roadway or other public purposes other than utility purposes:

**That portion of North 51st Avenue East located in Sections 12 and 13, Township 80 North, Range 19 West of the Fifth P.M., Jasper County, Iowa, described as follows:
Beginning at the east right-of-way line of East 28th Street North; thence east approximately ¼ mile to the end of present Jasper County road right-of-way.**

BE IT HEREBY FURTHER RESOLVED that the aforesaid property and all interests of Jasper County, Iowa in and to said property be, and are hereby, conveyed to the owners of record (both legal and equitable titleholders as their respective interests may appear), an equal split of the adjacent strip to record owners of such respective adjoining parcels or as agreed upon by said owners, subject to reservation of utility use thereof. Upon subsequent formal or informal request by any such adjoining landowner or successors in interest and preparation of all documents by said landowners at their sole expense and to the satisfaction of the Jasper County Attorney as to both form and content, Jasper County, Iowa, by and through the chairperson of its Board of Supervisors and its Auditor shall execute and deliver appropriate conveyancing instruments reserving utility use interests only.

The Auditor of Jasper County, Iowa is hereby directed to promptly file in the office of the Jasper County Recorder a certified copy of this Resolution.

Passed and Approved this _____ day of _____

Doug Cupples
Chairman Board of Supervisors

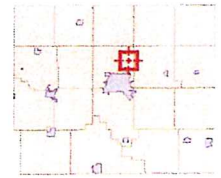
Brandon Talsma
Board of Supervisors

Dennis Carpenter
Board of Supervisors

ATTEST: _____
Dennis Parrott
County Auditor



Overview



Legend

-  Corporate Limits
-  Political Township
-  Rights of Way
- Roads**
-  Local
-  Primary Highway
-  Secondary Highway
-  Other

Date created: 4/12/2021
Last Data Uploaded: 4/9/2021 7:18:01 PM

Developed by  **Schneider**
GEOSPATIAL

LEVEL “C” ROADWAY DESIGNATION RESOLUTION

WHEREAS, Jasper County desires to classify a certain stretch of roadway on the area service system to provide for a minimal level of maintenance and access by means of a gate or barrier; and

WHEREAS, the County, after consultation with the County Engineer, has the authority to specify certain roads within the County as Area Service “C” roads pursuant to Iowa Code Section 309.57 (2020-) see attached reference Document 1 of 1; and

WHEREAS, Jasper County has received a request from the landowners, requesting that a portion of West 109th Street South located in Sections 26 & 27, Township 78 North, Range 21 West of the Fifth P.M., Jasper County, Iowa, described as follows:

“Beginning at the south right-of-way line of South 112th Avenue West; thence south to the north right-of-way line of Plum Avenue”

become designated as Level “C” with gates installed.

1. **Blading.** Blading or dragging will not be performed on a regular basis.
2. **Snow and Ice Removal.** Snow and Ice removal will not be performed on a regular basis. Sanding and salting will not be performed on a regular basis.
3. **Bridges.** Bridges on Area Service “C” Roads may not be maintained to carry legal loads but will be posted as appropriate to advise of any load limitations.
4. **Weed, Brush, and Trees.** Mowing or spraying weeds, cutting brush and tree removal will not be performed on a regular basis. Adequate sight distances will not be maintained as on a regular road.
5. **Structures** Bridges and Culverts may not be maintained on a regular basis to carry legal loads. Upon failure or loss, the replacement structures will be for traffic thereon.
6. **Road Surfacing.** There will be no surfacing materials applied to Area “C” Service roads.
7. **Shoulders.** Shoulders will not be maintained.
8. **Crown.** A crown will not be maintained.
9. **Repairs.** There will be no repairs on a regular basis.
10. **Uniform Width.** Uniform width for the traveled portion of the road will not be maintained.
11. **Inspections.** Regular inspections will not be conducted.
12. **Gate.** The gate shall be purchased and installed by the County, and maintained by the County.

WHEREAS, the only persons who will have access rights to the road shall be:

- (1) The owner, lessee, or person in lawful possession of any adjoining land.
- (2) The agent or employee of the owner, lessee or person in lawful possession of any adjoining land.
- (3) Any peace officers.
- (4) Any magistrate.
- (5) Any public employee whose duty it is to supervise the use or perform maintenance of the road.
- (6) Any agent or employee of any utility located upon the road.

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JASPER COUNTY that this County does hereby establish the road described as an Area Service "C" road, with restricted access and a minimal level of maintenance.

Enacted this _____ day of _____

Chairperson, Board of Supervisors

Board Member,

Board Member,

Attest: _____
Auditor, Dennis Parrott

Reference 1

309.57 Area service classification.

1. The county board of supervisors, after consultation with the county engineer, and for purposes of specifying levels of maintenance effort and access, may classify the area service system into three classifications termed area service "A", area service "B", and area service "C". The area service "A" classification shall be maintained in conformance with applicable statutes. Area service "B" classification roads may have a lesser level of maintenance as specified by the county board of supervisors, after consultation with the county engineer. Area service "C" classification roads may have restricted access and a minimal level of maintenance as specified by the county board of supervisors after consultation with the county engineer.
2. Roads within area service "B" and "C" classifications shall have appropriate signs, conforming to the Iowa state sign manual, installed and maintained by the county at all access points to roads on this system from other public roads, to adequately warn the public they are entering a section of road which has a lesser level of maintenance effort than other public roads. In addition, area service "C" classification roads shall adequately warn the public that access is limited.
3. Roads may only be classified as area service "C" by ordinance or resolution. The ordinance or resolution shall specify the level of maintenance effort and the persons who will have access rights to the road. The county shall only allow access to the road to the owner, lessee, or person in lawful possession of any adjoining land, or the agent or employee of the owner, lessee, or person in lawful possession, or to any peace officer, magistrate, or public employee whose duty it is to supervise the use or perform maintenance of the road. Access to the road shall be restricted by means of a gate or other barrier.
4. Notwithstanding [section 716.7, subsection 2, paragraph "b", subparagraph \(2\)](#), entering or remaining upon an area service "C" classification road without justification after being notified or requested to abstain from entering or to remove or vacate the road by any person lawfully allowed access shall be a trespass as defined in [section 716.7](#).
5. A road with an area service "C" classification shall retain the classification until such time as a petition for reclassification is submitted to the board of supervisors. The petition shall be signed by one or more adjoining landowners. The board of supervisors shall approve or deny the request for reclassification within sixty days of receipt of the petition.
6. The county and officers, agents, and employees of the county are not liable for injury to any person or for damage to any vehicle or equipment, or contents of any vehicle or equipment, which occurs proximately as a result of the maintenance of a road which is classified as area service "B" or "C" if the road has been maintained to the level required for roads classified as area service "B" or "C".

[S81, §309.57; 81 Acts, ch 100, §1]

96 Acts, ch 1103, §1; 2002 Acts, ch 1063, §10; 2003 Acts, ch 144, §5; 2013 Acts, ch 90, §242

Referred to in §314.30



Reference 1

309.57 Area service classification.

1. The county board of supervisors, after consultation with the county engineer, and for purposes of specifying levels of maintenance effort and access, may classify the area service system into three classifications termed area service "A", area service "B", and area service "C". The area service "A" classification shall be maintained in conformance with applicable statutes. Area service "B" classification roads may have a lesser level of maintenance as specified by the county board of supervisors, after consultation with the county engineer. Area service "C" classification roads may have restricted access and a minimal level of maintenance as specified by the county board of supervisors after consultation with the county engineer.
2. Roads within area service "B" and "C" classifications shall have appropriate signs, conforming to the Iowa state sign manual, installed and maintained by the county at all access points to roads on this system from other public roads, to adequately warn the public they are entering a section of road which has a lesser level of maintenance effort than other public roads. In addition, area service "C" classification roads shall adequately warn the public that access is limited.
3. Roads may only be classified as area service "C" by ordinance or resolution. The ordinance or resolution shall specify the level of maintenance effort and the persons who will have access rights to the road. The county shall only allow access to the road to the owner, lessee, or person in lawful possession of any adjoining land, or the agent or employee of the owner, lessee, or person in lawful possession, or to any peace officer, magistrate, or public employee whose duty it is to supervise the use or perform maintenance of the road. Access to the road shall be restricted by means of a gate or other barrier.
4. Notwithstanding section 716.7, subsection 2, paragraph "b", subparagraph (2), entering or remaining upon an area service "C" classification road without justification after being notified or requested to abstain from entering or to remove or vacate the road by any person lawfully allowed access shall be a trespass as defined in section 716.7.
5. A road with an area service "C" classification shall retain the classification until such time as a petition for reclassification is submitted to the board of supervisors. The petition shall be signed by one or more adjoining landowners. The board of supervisors shall approve or deny the request for reclassification within sixty days of receipt of the petition.
6. The county and officers, agents, and employees of the county are not liable for injury to any person or for damage to any vehicle or equipment, or contents of any vehicle or equipment, which occurs proximately as a result of the maintenance of a road which is classified as area service "B" or "C" if the road has been maintained to the level required for roads classified as area service "B" or "C".

[S81, §309.57; 81 Acts, ch 100, §1]

96 Acts, ch 1103, §1; 2002 Acts, ch 1063, §10; 2003 Acts, ch 144, §5; 2013 Acts, ch 90, §242

Referred to in §314.30

DESCRIPTION TO CHANGE ROAD CLASSIFICATION TO LEVEL 'C'

That portion of West 109th Street South located in Sections 26 and 27, Township 78 North, Range 21 West of the Fifth P.M., Jasper County, Iowa, described as follows:

Beginning at the south right-of-way line of South 112th Avenue West; thence south to the north right-of-way line of Plum Avenue.



JASPER COUNTY ENGINEER'S OFFICE

910 N 11TH Ave E Newton, IOWA 50208

Request to Change Road Designation From Level B to Level C

Street: W 109th St S
Between: S 112th Ave W
&: Plum Ave
Township: Des Moines
Section: 26/27

ADJOINING LANDOWNERS

➤ : Neal Smith NWR

✓ Signature *Neil Smith* Date 4/8/21
Project Leader

➤ : Tim Charls

✓ Signature *Tim Charls* Date 4-14-2021

➤ : Kathleen Donald

✓ Signature *Kathleen Donald* Date 4-14-2021

➤ : _____

✓ Signature _____ Date _____

This request is to see if there's interest in changing the designating from level B to level C



JASPER COUNTY ENGINEER'S OFFICE

910 N 11TH Ave E Newton, IOWA 50208

➤ : _____

✓ Signature _____ Date _____

—

➤ : _____

✓ Signature _____ Date _____

—

This request is to see if there's interest in changing the designating from level B to level C

Item #3F
Dump Body

PROJECT
April 27, 1991

OWNER
1127121

DATE OF BID OPENING

ITEM NO.	QUANTITY	DESCRIPTION
		Dump Body
		Total

BIDDERS
Henderson

72055 per body

144110

R. B. JONES OF IOWA INC.



HENDERSON

PRODUCTS, INC.

916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

CUSTOMER QUOTE

Page 6
Quote #147919
Rev #61

High Temp Oil Shut Down: Yes, included in Hyd Pkg
Low Oil Indicator: Yes, IDC Supplied
Return Filter: Provided with Hydraulics
Quick Coupler Upgrade: Standard Quick Couplers
Hyd Options 1: Plumb to rear for Single Acting Pup hoist
Hyd Options 2: Valve Stack includes dedicated S/A pup hoist valve

Hydraulics Notes:

- Certified Power Hydraulic System includes the following:
- Chelsea Hot-Shift PTO for Allison 4500RDS transmission
 - Load Sense hydraulic pump mounted to PTO
 - Hot/Low oil warning light installed in cab with override switch
 - Hydraulic Valve mounted between cab and dump body above frame on driver side of hoist cylinder. Mounted in stainless enclosure
 - Hydraulic valve setup as follows:
 - Double Acting Hoist
 - Single Acting Pup Hoist
 - Double Acting plow raise/lower and reverse
 - Sections for hydraulic tailgate spreader auger and spinner operation
 - 50 gallon, steel hydraulic reservoir installed between cab and dump body above frame on passenger side of hoist cylinder
 - Henderson stainless steel control tower installed in cab
 - Freedom 2 electric spreader controller installed on console within view of driver - open loop system

Single Package: \$72,055.00

Package(s) : 2

Total: \$144,110.00

Due to current raw material market conditions this quote includes a 7% surcharge on Henderson equipment. Quotes exceeding the expressed quote validity date are subject to surcharge revisions.

Signed: _____ Date: _____

Quote notes:

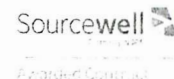
Lead Time: 4 months for equipment. Install to take place within 60 days of chassis arrival at Henderson per County spec.

Additional options to consider. Please "X" to include with package:

___ 1) ADD Peterbilt kicker hitch to support front plow hitch. Only select option if buying a 348 model Peterbilt with partial front frame extensions

ADD \$2,020.00

TOTAL WITH OPTIONS = _____ x (2) = _____



Truck Bids

R. B. JONES OF IOWA INC.

Item #3G
April 27, 2021

PROJECT

LOCATION

OWNER

4/27/21

DATE OF BID OPENING

BIDDERS

Truck Center Co.

Midwest Peterbilt Group

Housby Mack

ITEM NO.

QUANTITY

DESCRIPTION

Trucks

118,450

129,081

130,000

+ accessories

ea

ea

ea

Total

236,900

258,162

260,000

TOTAL

Prepared for:
 Scott Van Waardhuizen
 Jasper County Engineer
 910 N 11th Ave E
 Newton, IA 50208
 Phone: (641) 792-5862

Prepared by:
 Michael Landau
 TRUCK CENTER COMPANIES
 101 PLAZA DRIVE
 ELK RUN HEIGHTS, IA 50707
 Phone: (515) 967-3500

Q U O T A T I O N

4700 SET-FORWARD FRONT AXLE CHASSIS

SET FORWARD AXLE - TRUCK DETROIT DD13 12.8L 410 HP @ 1625 RPM, 1900 GOV RPM, 1450 LB-FT @ 975 RPM ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE HENDRICKSON RTE403 @40,000# REAR SUSPENSION DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	20,000# TAPERLEAF FRONT SUSPENSION 110 INCH BBC STEEL CONVENTIONAL CAB 6125MM (241 INCH) WHEELBASE 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI 1600MM (63 INCH) REAR FRAME OVERHANG 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
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		PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	117,000	\$ 117,000
EXTENDED WARRANTY		\$	0	\$ 0
DEALER INSTALLED OPTIONS		\$	0	\$ 0
CUSTOMER PRICE BEFORE TAX		\$	117,000	\$ 117,000

TAXES AND FEES

TAXES AND FEES		\$	0	\$ 0
OTHER CHARGES		\$	0	\$ 0

TRADE-IN

TRADE-IN ALLOWANCE		\$	(0)	\$ (0)
--------------------	--	----	-----	--------

BALANCE DUE	(LOCAL CURRENCY)	\$	117,000	\$ 117,000
-------------	------------------	----	---------	------------

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



Prepared for:
Scott Van Waardhuizen
Jasper County Engineer
910 N 11th Ave E
Newton, IA 50208
Phone: (641) 792-5862

Prepared by:
Michael Landau
TRUCK CENTER COMPANIES
101 PLAZA DRIVE
ELK RUN HEIGHTS, IA 50707
Phone: (515) 967-3500

S P E C ' D A L T E R N A T I V E S

Optional 5 yr Engine Warranty: EW4- 5 yr/200,000 mi \$3150.00

Optional 3 yr Extended Truck Coverage Warranty: TC4- 3yr/100,000 mi \$1450.00



MIDWEST PETERBILT GROUP (MPG) / PETERBILT OF DES MOINES IOWA
3445 ADVENTURELAND DRIVE WEST / ALTOONA, IOWA 50009
Dennis Kulp / Phone - direct - 515-957-5613 / Cell - 515-850-7681 / dkulp@pbtruck.com

April 19, 2021

Scott,

What I have done is to follow your specifications and met them. This is what the bid amount of \$124,828.00 represents. Separately I have listed options and their additional amounts, some we discussed. I feel this would be easier for you to evaluate with other bids. If you have questions, let me know.

Thank you for the opportunity.

Sincerely,

A handwritten signature in cursive script that reads "Dennis Kulp".

Dennis Kulp
Cell: 515-850-7681





MIDWEST PETERBILT GROUP (MPG) / PETERBILT OF DES MOINES IOWA

3445 ADVENTURELAND DRIVE WEST / ALTOONA, IOWA 50009

Dennis Kulp / Phone - direct - 515-957-5613 / Cell - 515-850-7681 / dkulp@pbtruck.com

Jasper County, Iowa / April 21 Bid / Options:

The following list includes options you may want to consider. The options listed were not on the bid specifications:

1. Mud flaps and hangers if not supplied by the body company, \$116.00
2. Zinc coated truck frame. Zinc coating applied before the manufacture of the truck, \$387.00
3. Grade eight bolt fastened frame members in place of huck bolts, \$81.00
4. Clear side of frame from cab to rear wheels if needed for body company installed equipment, \$612.00 each side.
5. Grease zerks on front suspension, \$78.00
6. Disc brakes, \$1,840.00
7. Full differential locks, \$2,051.00
8. Reyco leaf suspension is provided in the bid, if Hendrickson HMX EX400 rubber block suspension wanted, \$2,050.00
9. Kissling master electrical cut off switch, \$433.00
10. Battery jumper posts under hood of truck, \$198.00
11. Vertical exhaust is finished in a straight cut off. If a curved tip is wanted, \$51.00
12. If you want the transmission to shift automatically to neutral when the parking brake is applied, \$19.00
13. To add pull cords on air tanks, \$8.00
14. Aluminum air tanks in place of steel tanks, \$181.00
15. Air over electric PTO control in dash, \$156.00
16. If steel front rims are wanted over aluminum, \$61.00
17. Aluminum battery box is included in the bid. A steel box is requested in the bid, \$334.00
18. 100 gallon fuel tank in place of the 90 gallon provided in the bid, \$26.00
19. Triangle flares, \$18.00
20. H.D. thermal cab insulation is included in the bid, if additional sound insulation is wanted, \$370.00
21. Driver seat right side arm rest, \$48.00
22. Mordura seat covering in place of vinyl for both seats, \$126.00
23. Add blue tooth and USB connection to radio, \$112.00
24. Darker tinted windows, \$22.00
25. Two exterior vertical cab access handles, one right and one left side beside door openings, \$261.00
26. Auto reset circuit breakers, \$109.00
27. Additional 12V outlet, \$12.00
28. Cobra factory installed CB radio with speaker, \$251.00
29. Audible alarm if driver leaves seat and parking brake not applied, \$41.00
30. Ammeter, \$189.00
31. Air filter restriction gauge in dash, \$190.00
32. Fuel filter restriction gauge in dash, \$154.00
33. Additional LED turn signals on outside lower corners of right and left mirrors, \$165.00





MIDWEST PETERBILT GROUP (MPG) / PETERBILT OF DES MOINES IOWA
3445 ADVENTURELAND DRIVE WEST / ALTOONA, IOWA 50009
Dennis Kulp / Phone - direct - 515-957-5613 / Cell - 515-850-7681 / dkulp@pbtruck.com

April 21, 2021

PACCAR Engine Extended Warranties

Premium

5/ 100	\$2,202.00	<i>COVERS E</i>
5/ 200	\$2,584.00	
5/ 300	\$3,102.00	

PP1

5/ 300 \$1,785.00

PP2

5/ 300 \$1,435.00

Dennis Kulp
515-850-7681





MACK®



PRICING SUMMARY

GRANITE 64FR

VEHICLE PRICE

\$127,509.78

TAX SUMMARY

AMT. SUBJECT TO TAX

FET

\$127,509.78

\$0.00

Tire Tax Credit

N/A

\$(309.78)

TOTAL TAX

\$(309.78)

TOTAL SELLING PRICE (PER UNIT)

\$127,200.00

JASPER COUNTY

DATE

HOUSBY MACK, INC.

DATE

Standard Warranty:

12 month / 100,000 mile Basic Chassis Coverage

24 month / 250,000 mile Engine

3 year Allison Transmission

60 month / 500,000 mile Carrier and Axle Housing

Optional:

60 month / 250,000 mile Engine and Aftertreatment - \$2,800

36 month / 250,000 mile "Bumper to Bumper" – \$4500

Includes: Engine, Aftertreatment, Chassis.

(Transmission, Carrier, and Axle Housing are all covered by standard warranty for a minimum of 3 years)

April 20, 2021

Tuesday, April 20, 2021 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma and Cupples present and accounted for; Chairman Cupples presiding.

Motion by Talsma and seconded by Cupples to approve the Veteran's Affairs Quarterly Report for the period beginning January 1, 2021 and ending March 31, 2021.

YEA: CUPPLES AND TALSMAS

Building and Grounds Director Adam Sparks presented to the Board quotes for the Election Building tuckpointing project, and they are as follows:

PAJIC TUCKPOINTING LLC.	\$14,900
Iowa Tuckpointing	\$28,050
TNT Tuckpointing & Building Restoration, LLC	\$31,020

Motion by Talsma and seconded by Cupples to approve the quote from PAJIC TUCKPOINTING LLC. in the amount of \$14,900 to tuckpoint the Election Office.

YEA: CUPPLES AND TALSMAS

Motion by Talsma and seconded by Cupples to approve an amendment to the original contract with BBS Architects for additional design fees in the amount of \$71,250 on the new County Administration Bldg.

YEA: CUPPLES AND TALSMAS

Motion by Talsma and seconded by Cupples to approve a design agreement with BBS Architects for Courthouse sidewalk repairs in the amount of \$23,300.

YEA: CUPPLES AND TALSMAS

Motion by Talsma and seconded by Cupples to approve an agreement between Jasper County and the Iowa DOT to use N48, N 19th Ave (between Jasper County and the City of Newton) and T38 for incident management detour roads.

YEA: CUPPLES AND TALSMAS

Randy Freese from the Secondary Roads Department presented the following quotes for road salt...

Central Salt	\$73.01 per ton
Hutchinson Salt	\$74.51 per ton
Independent Salt	\$81.48 per ton
Compass Minerals	\$90.57 per ton

Motion by Talsma and seconded by Cupples to approve the bid for salt from Central Salt at \$73.01 per ton.

YEA: CUPPLES, TALSMAS

Motion by Talsma and seconded by Cupples to adopt Resolution 21-29 approving the Rolling Prairie Estates Plat 4.

YEA: CUPPLES, TALSMA

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

Motion by Talsma and seconded by Cupples to adopt Resolution 21-30 appointing UMB Bank N.A. as paying agent for the Series 2021 General Obligation Capital Loan Notes.

YEA: CUPPLES, TALSMA

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

Motion by Talsma and seconded by Cupples to adopt Resolution 21-31 approving and authorizing a form of loan agreement and authorizing and providing for the issuance of \$3,320,000 General Obligation Capital Loan Notes, Series 2021.

YEA: CUPPLES, TALSMA

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

A discussion was held concerning the recruitment process for a new engineer.

Motion by Talsma and seconded by Cupples to approve the Sheriff's Quarterly report for the period beginning January 1, 2021 and ending March 31, 2021.

YEA: CUPPLES, TALSMA

Motion by Talsma and seconded by Cupples to approve Board of Supervisors Minutes for 04/13/2021.

YEA: CUPPLES, TALSMA

Motion by Talsma and seconded by Cupples to adjourn the Tuesday, April 20, 2021 meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, TALSMA

Dennis K. Parrott, Auditor

Doug Cupples, Chairman