

# Jasper County, Iowa Board of Supervisors

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

Denny Carpenter

Doug Cupples

Brandon Talsma

**May 3, 2022**

9:30 a.m.

[www.jasperia.org](http://www.jasperia.org)

Live Stream: <https://jasper.zoom.us/j/97712718501>

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

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

## Pledge of Allegiance



- Item 1** Carolyn Ball Regarding Purchasing Parcel 14.34.400.006
- Item 2** Building and Grounds – Adam Sparks
  - a) Annex Easement for Removal of Steel Structures in Alley
  - b) ITC 4, ITC 5 & ITC6 Jail Lighting Project
  - c) Scaffold Contract for Courthouse Mural Restoration
- Item 3** Community Development – Kevin Luetters
  - a) Resolution Authorizing the Filing of an Iowa Code Chapter 657A Petition for Abandoned Property at 15003 & 15015 – Hwy F-17 E, Grinnell, IA 50112
- Item 4** Engineer – Michael Frietsch
  - a) Approval of Final Pay Estimate for Contract 50-C050-115
- Item 5** CICS – Betsy Stursma
  - a) Proclamation – May, 2022 as Mental Health Month
- Item 6** Resolution Approving Transfer Order #1469
- Item 7** Resolution Approving Transfer Order #1470
- Item 8** Resolution Approving Transfer Order #1471
- Item 9** Resolution Approving Transfer Order #1472
- Item 10** Approval of Board of Supervisors Minutes for April 26, 2022

**PUBLIC INPUT & COMMENTS**

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Prepared by: Interstate Power and Light Company – Michelle Yun 4902 N. Biltmore Lane Madison, WI 53718 (319) 786-4768  
Return To: Jennifer Ackerson, Mi-Tech Services, Inc. 11201 Aurora Ave., Urbandale, IA 50322 515-326-5965

SPACE ABOVE THIS LINE FOR RECORDER

### ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **Jasper County, Iowa** ("Grantor(s)"), ADDRESS: **115 N 2<sup>nd</sup> Ave E, Newton, Iowa** do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation**, its successor and assigns, ("Grantee") a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the "Line" or "Lines") for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of **Jasper**, and the State of Iowa:

See Attached Exhibits A and B, pages 3 and 4

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR(S):  
Jasper County, Iowa**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Attest

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, AD. 20\_\_\_\_\_, before me,  
the undersigned, a Notary Public in and for said State, personally  
appeared

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ to me personally known

or \_\_\_\_\_ provided to me on the basis of satisfactory  
evidence

to be the persons(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the  
instrument.

NOTARY SEAL \_\_\_\_\_  
(Sign in Ink)

\_\_\_\_\_  
(Print/type name)

Notary Public in and for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CAPACITY CLAIMED BY SIGNER**

\_\_\_\_\_ INDIVIDUAL  
\_\_\_\_\_ CORPORATE  
Title(s) of Corporate Officers(s):  
\_\_\_\_\_

\_\_\_\_\_ N/A  
\_\_\_\_\_ Corporate Seal is affixed  
\_\_\_\_\_ No Corporate Seal procured

\_\_\_\_\_ PARTNER(s)  
\_\_\_\_\_ Limited Partnership  
\_\_\_\_\_ General Partnership

\_\_\_\_\_ ATTORNEY-IN-FACT  
\_\_\_\_\_ EXECUTOR(s),  
\_\_\_\_\_ ADMINISTRATOR(s),  
\_\_\_\_\_ or TRUSTEE(s):  
\_\_\_\_\_ GUARDIAN(s)  
\_\_\_\_\_ or CONSERVATOR(s)  
\_\_\_\_\_ OTHER

\_\_\_\_\_  
\_\_\_\_\_

**SIGNER IS REPRESENTING:**  
List name(s) of persons(s) or entity(ies):

\_\_\_\_\_  
\_\_\_\_\_

Exhibit "A"

Easement area being a strip of land 10 feet in width, being 5 feet each side of the centerline of facilities, or extensions thereof, which centerline commences 35 feet North of the Southwest corner, thence East 25 feet to the point of terminus; AND an Easement area being a strip of land 10 feet in width, being 5 feet each side of the centerline of facilities, or extension thereof, which centerline commencing 35 feet East of the Southwest corner, thence North 35 feet to the point of terminus on Grantor's property described below and more particularly described by placement of the facilities at the time of construction on or adjacent to the following described property.

AND

Easement area 10 feet by 15 feet, for placement of facilities at the intersection of the above-described easement areas of Grantor's property described below and more particularly described by placement of the facilities at the time of construction on or adjacent to the following described property.

Grantor's Parcel:

Lot 1 in Block 15 of the Original Town of Newton, now City of Newton, Jasper County, Iowa.

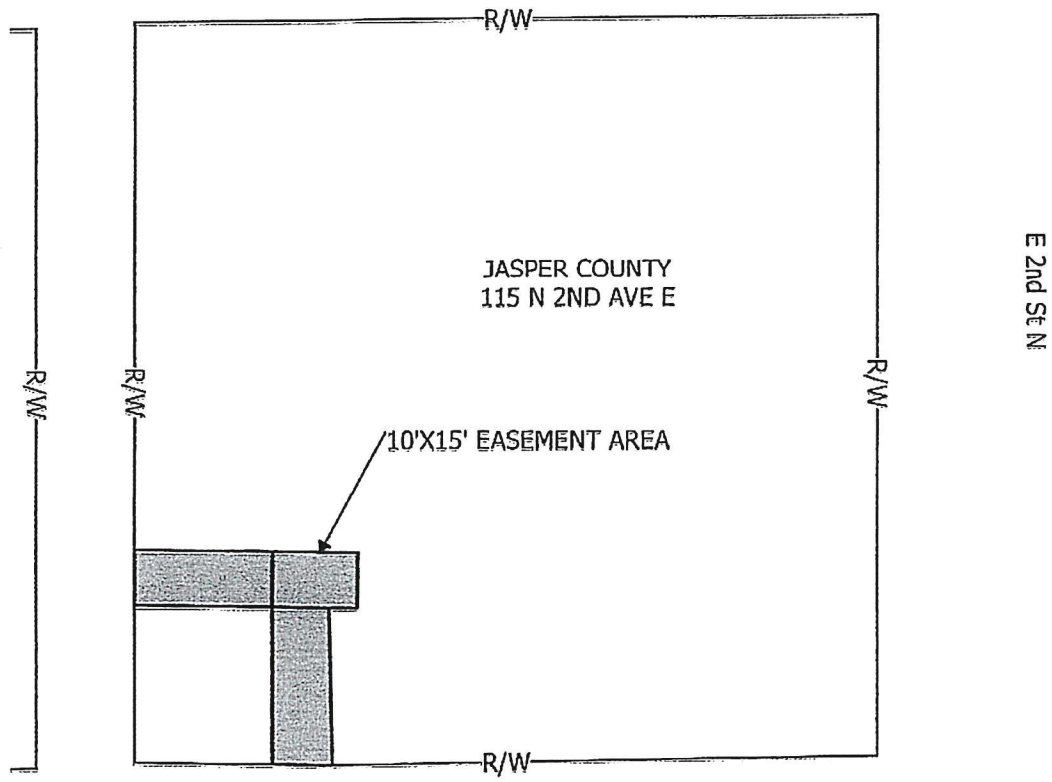
Subject to easements, restrictions, covenants, ordinances and limited access provisions of record.

ALL IN PARCEL 0834138004 DESCRIBED BELOW.

# EXHIBIT 'B'

SUBJECT TO EASEMENTS, RESTRICTIONS, COVENANTS, ORDINANCES AND LIMITED ACCESS PROVISIONS OF RECORD.  
ALL IN PARCEL 0834138004 DESCRIBED BELOW

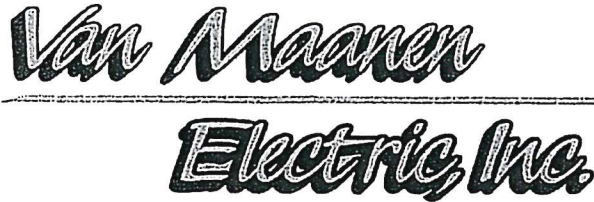
N 2nd Ave E



10' WIDE EASEMENT AREA

PREPARED BY: [unreadable] SERVICES, LLC  
[unreadable]

N  
NOT TO SCALE  
ALLIANT #4235828



## PROPOSAL REQUEST

**Van Maanen Electric Inc.**  
500 Iowa Speedway Drive  
Newton, Iowa 50208  
Telephone: 641-791-9473

CCN # ITC-004R1  
Date: 4/13/2022  
Project Name: Jasper County Jail Lighting Upgrades  
Page Number: 1

**Jasper County**  
Contact: Adam Sparks  
101 1st St N  
Newton, IA 50208  
E-mail: asparks@jasperia.org

### Work Description

**Scope:** ITC-004R1  
Replace (10) existing flood lights with new LED flood lights.

### Breakdown

Description	Qty
#12/2C CORD - SJ	40
1/2 .500-.625 CORD CONN	20
RED WIRECONN IDEAL 30-452 SIZE 452	30
1/4x 2 LAG SCREW	40
INSTALL NEW FLOOD	10
DEMO EXISTING FLOOD	10
<b>Totals</b>	<b>150</b>

### Summary

Material		322.85
LIGHTING FIXTURES		4,504.70
LABOR	(39.05 Hrs @ \$67.93)	2,652.67
BOOM TRUCK		350.00
O&M	(@ 15.000 %)	1,174.53

**Final Amount** **\$9,004.75**

### Van Maanen Authorization:

Project Manager: Josh Hetzler  
Phone Number: 641-791-9473  
E-mail: jhetzler@vanmaanenelectric.com

Signature:  Date: 4/13/22

### Jasper County Authorization

Name: Adam Sparks

ORIGINAL

**PROPOSAL REQUEST**

CCN # ITC-004R1  
Date: 4/13/2022  
Project Name: Jasper County Jail Lighting Upgrades  
Page Number: 2

**Van Maanen Electric Inc.**  
500 Iowa Speedway Drive  
Newton, Iowa 50208

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Dennis K Parrott, Jasper County Auditor

**ORIGINAL**

# Van Maanen

## Electric, Inc.

### PROPOSAL REQUEST

**Van Maanen Electric Inc.**

500 Iowa Speedway Drive  
Newton, Iowa 50208  
Telephone: 641-791-9473

CCN # ITC-005  
Date: 4/24/2022  
Project Name: Jasper County Jail Lighting Upgrades  
Page Number: 1

**Jasper County**

Contact: Adam Sparks  
101 1st St N  
Newton, IA 50208  
E-mail: [asparks@jasperia.org](mailto:asparks@jasperia.org)

**Work Description****Scope: ITC-005**

Install (2) F8B fixtures in Evidence Room. Install lighting control within this space as well. Install (2) F2 fixtures in lieu of S2 fixtures in A160 & A162. In B Pod demo out (4) additional 2x4 security lights and install (6) new 2x4 security lights. We are only getting (4) new 2x4 security lights as we will relocate the ones from A160 & A162.

**Breakdown**

Description	Qty
3/4" CONDUIT - EMT	38
3/4" CONN SS STL - EMT	6
3/4" COUPLING SS STL - EMT	3
3/4" 1-H STRAP - EMT - STEEL	11
#12 THHN BLACK	120
#18-4 TWISTED CABLE - OCC SENSOR WIRING	50
RED WIRECONN IDEAL 30-452 SIZE 452	24
4x 2 1/8" OCT BOX COMB KO	1
4x 1 1/2" SQ BOX 3/4" KO	1
4x 1 1/2" SQ BOX COMB KO	4
4" SQ BLANK COVER	4
4" SQ 1x DECOR REC COVER	1
GROUNDING SCREW	6
1/4x 1 3/8 SLEEVE ANCHOR W/ ACORN NUT - 1" MIN DEPTH	39
OCCUPANCY SENSOR	1
TYPE S2/S2N	4
DEMO FIXTURE 2' x 4' SURFACE	4
LV WALL SWITCH	1
POWER PACK	1
<b>Totals</b>	<b>319</b>

**Summary**

Material		545.17
LIGHTING FIXTURES		4,196.35
LABOR	(25.18 Hrs @ \$67.93)	1,710.48
O&M	(@ 15.000 %)	967.80

**Final Amount****\$7,419.80****Van Maanen Authorization:****ORIGINAL**



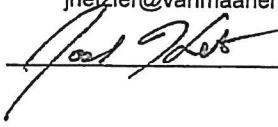
**PROPOSAL REQUEST**

**Van Maanen Electric Inc.**

500 Iowa Speedway Drive  
Newton, Iowa 50208

CCN # ITC-005  
Date: 4/24/2022  
Project Name: Jasper County Jail Lighting Upgrades  
Page Number: 2

Project Manager: Josh Hetzler  
Phone Number: 641-791-9473  
E-mail: jhetzler@vanmaanenelectric.com

Signature:  Date: 4/24/22

**Jasper County Authorization**

Name: Adam Sparks

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Dennis K Parrott, Jasper County Auditor

# Van Maanen Electric, Inc.

## PROPOSAL REQUEST

**Van Maanen Electric Inc.**  
500 Iowa Speedway Drive  
Newton, Iowa 50208  
Telephone: 641-791-9473

CCN # ITC-006  
Date: 4/27/2022  
Project Name: Jasper County Jail Lighting Upgrades  
Page Number: 1

**Jasper County**  
Contact: Adam Sparks  
101 1st St N  
Newton, IA 50208  
E-mail: aspars@jasperia.org

### Work Description

Scope: ITC-006  
Revise Lighting in Open Booking and Pod B

### Breakdown

Description	Qty
V700 ONE-PIECE RACEWAY	5
V5744 2 3/4" DEEP SW & REC BOX	1
#12 THHN BLACK	210
#14 THHN SOLID BLACK	420
2G TGL SWITCH PLATE - 302 S/S	1
CD4FBL4	3
<b>Totals</b>	<b>640</b>

### Summary

Material		922.47
LABOR	(6.09 Hrs @ \$65.00)	395.85
O&M	(@ 15.000 %)	197.75
		<hr/>

### Final Amount

**\$1,516.07**

### Van Maanen Authorization:

Project Manager: Josh Hetzler  
Phone Number: 641-791-9473  
E-mail: jhetzler@vanmaanenelectric.com

Signature: \_\_\_\_\_

Date: 4/27/22

### Jasper County Authorization

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Dennis K Parrott, Jasper County Auditor

Name: Adam Sparks

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ORIGINAL**



ALL-AMERICAN SCAFFOLD, LLC  
51 WASHINGTON AVENUE  
DES MOINES, IA 50314  
Phone: (515) 282-9633  
Fax: (515) 282-9215

Customer: **JASPER COUNTY**  
ATTN:  
101 1ST ST. NORTH  
NEWTON, IA 50208  
Contact Phone:  
Contact Fax:

Jobsite: **JASPER CO COURTHOUSE**  
101 1ST ST. NORTH  
NEWTON, IA 50208  
Contact: ADAM SPARKS  
Phone: (641) 521-8844

Quotation No: 3610    Quote Date: 8/31/21    Opportunity #850270    Sales Rep: Joel Baldrige

Broken out as:

**Scaffolding**

Total Bid Rental	\$3,621.98	Equipment Weight: 17,108.40 Lbs.
Hard Costs:	\$926.00	
Erect :	14,300.00	
Dismantle :	10,725.00	
<b>Total Labor</b>	<b>\$25,025.00</b>	
Freight:	\$2,016.00	
<b>Scaffolding Total</b>	<b>\$31,588.98</b>	* Taxes Not Included

**Total:**

Quotation Sub-Total:	\$31,588.98	
Tax Amount:	\$0.00	
<b>Grand Total:</b>	<b>\$31,588.98</b>	* Taxes Not Included

Scaffolding - Description of Work

ERECTING SCAFFOLD IN THE INTERIOR TO REPAIR THE PAINT IN THE DOME. I WILL PUT TWO ROLLING TOWERS TO REACH THE HIGH SPOTS.  
SCAFFOLD WILL HAVE GUARD RAILS AND TOE BOARDS.

THIS IS QUOTED ON MON THRU FRIDAY AT NORMAL BUSINESS HOURS

THIS IS A 28 DAY RENTAL QUOTE

Scaffolding - Additional Terms and Conditions

THIS QUOTE DOES NOT INCLUDE ANY TAXES  
PRICES ARE SUBJECT TO CHANGE PER JOBSITE CONDITIONS OR CUSTOMER CHANGES

Please Note:

1. All quotes are subject to all terms and conditions referred to in the ALL-AMERICAN SCAFFOLD, LLC rental/sales agreement.
2. All quotes subject to state, federal and local taxes.
3. All quotes are valid for 30 days unless otherwise noted.
4. This quote is contingent on approval of the CUSTOMER's credit.
5. Standard rental rates are based on a 28 calendar day (4 week) month.

I have read the attached terms and conditions and agree to them as stated herein:

By ALL-AMERICAN SCAFFOLD, LLC	Date	Accepted	Date
Joel Baldrige	04/27/2022		
Title		Title	

### Important Safety Guidelines

Safety is everyone's responsibility. All-American Scaffold, LLC's (hereinafter the "Company") equipment is designed and manufactured with the user in mind. The care that goes into each piece of equipment, however, cannot offset carelessness on the part of the user. Follow these safety guidelines in order to help prevent injury and to reduce unnecessary risk.

1. **Competent Person.** Scaffold must be erected, used, moved, and disassembled only under the direction of a Competent Person. The customer is responsible for following any and all applicable federal and state occupational safety and health laws, rules, regulations and ordinances in addition to applicable city, county or local codes and specific rules with regard to Competent Person and inspection requirements for scaffolds.
2. **Modification.** Any modification or relocation of scaffolding equipment and its components by the customer, contractor or any subcontractor using the scaffold, is done solely at the customer's risk and should comply with, and according to, any and all federal and/or state occupational safety and health laws, rules, and regulations, in addition to applicable city, county, or local codes. The equipment shall only be used for the purposes for which it was designed.
3. **Training.** The customer is responsible for providing any and all required scaffolding training for its employees and any other users of scaffolding equipment, other than the employees of the Company and any of the Company's subcontractors.
4. **Hazardous Materials.** Please notify the Company of the potential for exposure of either the Company's employees or the Company's equipment to any hazardous materials including, but not limited to, asbestos, lead, arsenic, chemicals, and flammable materials. The Company and/or the customer may be required to perform industrial hygiene monitoring to measure potential exposure to such materials.
5. **Confined Space.** Please notify the Company if any of the Company's employees will be working in a confined space and inform the Company whether the confined space is permit-required. According to federal and state occupational safety and health laws, the customer is responsible for providing any and all required confined space training for its employees and any other users of scaffolding equipment in the confined space, other than the employees of the Company and any of the Company's subcontractors.
6. **Lock-out/Tag-out.** According to federal and state occupational safety and health laws, the customer is responsible for ensuring that all mechanical equipment, electrical circuits, or vessels containing chemicals or pressurized fluids which are located in the immediate vicinity of the work areas are de-energized or rendered inoperative prior to work, and that proper tags and/or locks are attached to all points where such equipment can be energized.
7. **Special Equipment.** Please notify the Company if any specialized equipment including, but not limited to, special tools, lighting, or protective equipment is required for this project prior to the Company's commencement of work on the project.
8. **Accident Notification.** Please notify the Company immediately of any accident involving the equipment and/or any accident causing injury, death or property damage that is related to, or is alleged to be related to and/or caused by, the equipment in any way.

Understanding and following these safety guidelines will improve safety for all workers on the jobsite. If there are any questions regarding these provisions, or if you need assistance in obtaining additional training for your employees, please contact a Company representative immediately.

**All-American Scaffold, LLC Standard Terms and Conditions**

Any project-specific terms and conditions set forth in All-American Scaffold, LLC, its affiliates or subsidiaries (hereinafter the "Company") quote or other documentation related to this project or order shall control in the event of a conflict with these Standard Terms and Conditions ("Terms").

- 1. Definitions.** As used herein, the following terms shall have the following meanings. "Agreement" shall mean these Standard Terms and Conditions and any project specific or additional terms and conditions contained in a Company quote or other Company-provided documentation related to this project or order. "Confidential Information" means, without limitation, Company's trade secrets, customer lists, customer purchasing histories and plans, costs, budgets, acquisition strategies, policies, procedures, methods of operation, pricing, marketing plans, financial information, personnel or employee information, compensation programs, vendor sources, vendor identities and capabilities, manufacturing processes, research, engineering data, designs and drawings, design standards, formulas, contemplated or new product or service developments, computer software and programs, inventions, improvements, together with third party information Company holds in confidence. "Customer" means the party designated as such and, if different, the entity that is responsible for ordering the Equipment or Services. "Equipment" means all equipment identified in this Agreement or provided to the Customer by Company. "Loss" means the loss, destruction, theft of, or damage to, any Equipment, excepting normal wear and tear. "Parties" means Company and the Customer together. "Party" means Company or Customer individually, as the context requires. "Rental Period" means the period commencing when the Equipment is picked up by Customer at a Company facility or it leaves a Company facility transported to Customer and ending when the Equipment is received at the Company facility designated to receive the Customer's return of the Equipment. "Services" means services provided to Customer by Company, including, but not limited to, engineering, labor, and training services.
- 2. Agreement Effectiveness.** Price quotations are valid for ninety (90) days. The Agreement is conditioned upon Customer's credit approval.
- 3. Scope.** The scope of work to be provided by the Company to the Customer is set forth in this Agreement. Unless otherwise agreed in writing, Customer is responsible for: (1) determining or verifying the bearing capacity of floors, roofs, walls or any other structure or location upon which the Equipment will be located; (2) ensuring that the ground or structure upon which the Equipment will be placed is level, clear of debris and obstruction, and capable of withstanding the total load imposed by the Equipment and any materials and personnel upon the Equipment; and (3) any taxes, licenses, or permits that may be required as a result of the Equipment or Services to be provided by the Company. If Customer fails to satisfy its obligations under this Section, Customer is responsible for any resulting extra costs incurred by Company or others. If Company decides, in its sole discretion, to provide Equipment, Services, or other assistance to satisfy Customer's obligations hereunder, then Customer shall be responsible for all direct or indirect costs incurred by Company. The Agreement price constitutes the price for only those items of Equipment and/or Services expressly set forth herein. Any additional equipment or services beyond those expressly set forth in this Agreement will constitute extra work and Customer is responsible for all costs and charges associated therewith. If Customer is unsure what costs or charges are included in the price, then Customer bears the responsibility for requesting clarification from Company. Customer shall compensate Company in a timely fashion for any extra work performed as requested orally or in writing by the Customer. If there is no prior agreement between the Parties as to the extra cost and charges, Company shall be entitled to reasonable compensation for any additional work performed, including profit and overhead.
- 4. Credit and Payment.** If requested by Company, Customer shall complete and return to Company a credit application. Payment terms are net thirty (30) days from the date of the Company's invoice. A monthly service charge of the lesser of 1.5% or the maximum amount allowed by law will be assessed on all past due accounts. Company may issue progress billings during the term of the project. Nothing herein limits Company's rights under any bond or lien law. Company may recover and Customer is responsible for all costs of collection, including filing and service costs, expert and mediation fees, court and litigation out-of-pocket expenses and attorney's fees related to Customer's failure to pay within terms.
- 5. Default and Termination.** Customer is in default under this Agreement if any of the following occur: (1) Customer fails to pay Company as agreed; (2) Customer fails to procure or maintain any required insurance coverage; (3) Customer becomes insolvent or any proceeding in bankruptcy or receivership is commenced; (4) a termination or liquidation of Customer's business occurs; or (5) Customer is in breach of any terms or conditions of this Agreement. In the event of default by Customer, Company has the right to remove Equipment, stop performing on the project, terminate this Agreement, and/or seek any other remedy available to Company in law or equity. Customer shall bear all costs and/or expenses (including reasonable attorney's fees) incurred by Company as a result of the Customer's default.
- 6. Waiver of and Limitations on Damages.** Neither party shall be liable to the other party for lost profits, indirect, incidental, liquidated or consequential damages arising out of or relating to this Agreement.
- 7. Notice.** Any notice or other communications required to be given must be sent by (a) first class mail to addresses of the parties listed or any other address communicated in writing, or (b) email.
- 8. Work Schedule.** Unless otherwise agreed to by the Parties, Company requires reasonable lead time from the date of the receipt of this Agreement prior to Company's commencement of its performance. This Agreement contemplates Company's personnel working without interruption or interference. Should Company be interrupted or delayed during its performance of the Services, the agreed job schedule will be revised accordingly and additional charges will apply. Company gets reasonable lead time to implement any agreed-upon change in the scope of work. Under no circumstances shall Company be liable for charges for delays exceeding 50% of the value of the services performed hereunder. All claims for losses, damages, back charges or offsets by Customer shall be promptly submitted to Company in writing.
- 9. Storage.** If requested or necessary, Customer shall provide Company with a jobsite Equipment storage area at no charge.
- 10. INDEMNITY.** EACH PARTY AS INDEMNITOR SHALL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTIES HARMLESS AGAINST ALL CLAIMS, ACTIONS, EXPENSES, DAMAGES, LOSSES AND LIABILITIES, INCLUDING ATTORNEY'S FEES AND EXPENSES FOR PERSONAL INJURIES (INCLUDING DEATH) AND/OR PROPERTY DAMAGE ARISING FROM THIS AGREEMENT, OR COMPANY'S EQUIPMENT AND SERVICES, OR THE USE OR MISUSE OF COMPANY'S EQUIPMENT, BUT ONLY TO THE PROPORTIONATE EXTENT SUCH CLAIMS, ACTIONS, EXPENSES, DAMAGES, LOSSES AND LIABILITIES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNITOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT. INDEMNITY IS ALSO PROVIDED FOR ALL NECESSARY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED IN THE NON-JUDICIAL OR JUDICIAL ENFORCEMENT OF ANY PART OF THIS INDEMNITY OBLIGATION. AS PART OF THE INDEMNITIES IN THESE ARTICLES, THE PARTIES, ON BEHALF OF ITS INSURER(S) EXPRESSLY WAIVES ANY IMMUNITY AVAILABLE TO IT UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR APPLICABLE STATE CONSTITUTIONAL PROVISIONS WITH RESPECT TO INJURY OR DEATH TO ANY OF ITS EMPLOYEES BUT ONLY TO THE EXTENT NECESSARY TO GIVE FULL EFFECT TO THE PURPOSE AND INTENT OF SAID INDEMNITY.

All-American Scaffold, LLC Standard Terms and Conditions

**11. Incident Notification.** Customer shall notify Company immediately of any incident or accident that involves (or potentially involves), directly or indirectly, the Equipment or Services and that results (or may result) in death, personal injury, loss, property damage or an event that triggers (or may trigger) either party's indemnity obligation. In addition, Customer shall notify Company of any inspection/investigation by OSHA or other similar enforcement agency regarding the Equipment or a work site where the Equipment is located. Customer shall fully cooperate with Company to limit the extent of any Losses or damages resulting from such incidents. Customer shall also cooperate with Company during Company's investigation, testing or analysis of any such incident and understands that time is of the essence after an incident to promptly investigate and protect the physical evidence (including the taking of photographs and other measures to prevent the spoliation of physical evidence.) Customer is deemed to have knowledge of the incident from the time that Customer (its employees, agents, representatives, contractors, subcontractors, suppliers, vendors, or other parties who report to the Customer) learns of the incident or accident.

**12. Compliance with Laws.** Each party agrees to comply with all applicable laws, rules and regulations ("Laws") AND SHALL DEFEND AND INDEMNIFY THE OTHER PARTY FOR ITS FAILURE TO COMPLY WITH SUCH LAWS.

**13. Venue and Governing Law.** The Terms of the Agreement are to be construed and enforced in accordance with the laws of the State in which the project is located.

**14. Technical Information.** Where Company has provided Customer with technical data, drawings, information or specifications for use of Company's Equipment ("Technical Information"), the following apply: a) CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS AGAINST AND FROM LIABILITY OR CLAIM FOR DAMAGE OR INJURY SUSTAINED BY REASON OF DEVIATION IN WHOLE OR PART FROM SUCH TECHNICAL INFORMATION; b) all Technical Information remains Company's property and may not be used on any other project without its express written consent; and c) all notes, note sheets, specifications, and other information provided with Company's drawings are part of this Agreement.

**15. Standard of Performance/Warranty.** Company provides its services with the care and skill ordinarily used by similar persons operating under similar circumstances. For permanent work, Company warrants its goods and Services for a period of one year from completion by Company. Company makes no other express or implied warranties, including the implied warranty of merchantability or fitness for a particular purpose and Customer waives the same. Company is not responsible for a claim or demand in respect to any technical information, opinion, data, drawings or specifications unless marked or stamped by a Professional Engineer engaged by Company.

**16. Information Supplied by Others.** Company is entitled to rely upon information supplied by or through Customer. Customer represents and warrants that the information it supplies is accurate, complete, and appropriate for the Project and Company's scope of work. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS FROM ANY AND ALL COSTS, EXPENSES, DAMAGES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO ANY ERROR, INACCURACY OR DEFECT IN THE INFORMATION SUPPLIED BY CUSTOMER OR ON CUSTOMER'S BEHALF TO COMPANY.

**17. Assignment.** Customer shall not assign this Agreement to any third party without Company's prior written consent.

**18. Hoisting.** All hoisting and lifting of material to heights above 10' require that Customer provide a crane or other means of mechanical lifting; this also includes the provision of a forklift, if necessary. Unreasonable delays to loading or unloading by Company will be recorded and are considered reimbursable stand-by time.

**19. Substitution of Equipment.** In the event the proposed Equipment is unavailable to support Customer's schedule, Company reserves the right to substitute Equipment that performs the same function.

**20. Equipment Loss or Damage.** Customer is responsible for any Loss during the Rental Period. Regardless of whether or to what extent the Customer is responsible for the Loss, Customer shall promptly pay to Company a sum equal to Company's current list price plus handling charges for all lost Equipment unless the Loss is attributable solely to Company's negligence. For safety reasons, damaged Equipment must be returned to Company, and Company shall not return any such Equipment to Customer, regardless of any replacement costs incurred or paid by Customer.

**21. Inspection.** Upon receipt of Equipment, Customer shall inspect its condition and quantity. If the Equipment count is incorrect or if the Equipment received is damaged, Customer shall notify Company in writing within 48 hours. If the Equipment is not in good condition or repair at the time of delivery, then Customer shall not use the Equipment and immediately notify Company of any defects or other issues. If the Customer does not inspect and count the Equipment when received, the Customer is deemed to have accepted the quantity as shown in Company's shipping documents as correct and, in addition, accepts that the Equipment is in good, operating condition, and fit for its intended use.

**22. Use and Maintenance of Equipment.** Customer expressly agrees that it will erect, dismantle, modify and/or use the Equipment in a safe and proper manner that is consistent with all applicable federal, state and/or local statutes, regulations and ordinances and accepted industry practices, including any instructions provided by the Company. Customer will, at all times during the Rental Period and at its own expense, maintain the Equipment in good working condition, excepting ordinary wear and tear caused by proper use. Any modification or relocation of scaffolding equipment and its components by the Customer, its other contractors or any subcontractor using the scaffold, it is to be done solely at the Customer's risk and should at all times be compliant with all federal and/or state occupational safety and health laws, rules and regulations and applicable city, county, or local codes. The Equipment shall be used only for the purposes for which it was designed. **IT IS UNDERSTOOD THAT THE USE OF SCAFFOLDS PROVIDED HEREUNDER SHALL BE USED IN ACCORDANCE THEREWITH, OTHERWISE CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS COMPANY FROM ANY CLAIMS AND COST ARISING OUT OF DEVIATION FROM SUCH PROPER USE.** Company has the right at any time to enter the site where the Equipment is located for purposes of inspecting the Equipment.

**23. Title to Equipment/Location.** Title to the Equipment shall remain with Company. The Equipment shall not without Company's prior written consent, be removed from the site designated by the Customer in its order and shall not be intermingled, connected or used with any equipment belonging to others. Company reserves the right, at any time, to file or register its ownership interest and/or title in or to the Equipment as may be permitted by law.

**24. Access to the Work Site.** Company shall have complete access to perform its work as outlined in the attached proposal and Customer agrees to the following: to provide a firm foundation for the scaffold or shoring; to provide a sufficient storage area within a reasonable distance of the work; to maintain traffic patterns in a manner that facilitates Company's work sequence, including any lane closures; to permit utilization of the crane as needed at no cost to the Company; to obtain permission to tie into the face of the building and the ability to make a sufficient number of ties; to remove any glass, windows, grit or other items which must be removed prior to erection and replace the same following dismantling; and to provide barges, boats and personnel for over-water work.

All-American Scaffold, LLC Standard Terms and conditions

**25. Contaminated Equipment.** Customer shall fully clean and decontaminate, in a manner satisfactory to Company, all Equipment exposed to materials containing lead, asbestos, radiation, toxic or hazardous substances, or any other materials that may reasonably represent a hazard to human health or would preclude or limit the Equipment's future use. Upon Company's request, Customer shall document confirmation that such cleaning and decontamination has occurred. Should any Equipment be returned to Company without being cleaned or decontaminated, the Customer shall, at Company's sole option, either (1) clean and decontaminate the Equipment at Customer's sole cost (including all transportation costs associated therewith), or (2) reimburse Company for all reasonable costs incurred by Company in connection with cleaning and decontaminating the Equipment or engaging a third party to clean and decontaminate the Equipment. Should any Equipment be unable to be cleaned or decontaminated to Company's reasonable satisfaction, Customer will pay to Company its current list price plus handling charges for all such Equipment. **IN ADDITION, CUSTOMER SHALL INDEMNIFY COMPANY FROM AND AGAINST ALL DAMAGES RESULTING FROM OR RELATING TO CUSTOMER'S FAILURE TO PROPERLY AND ADEQUATELY DECONTAMINATE THE EQUIPMENT.** For health and safety reasons, contaminated Equipment must be returned to Company by Customer, and Company is not obligated to thereafter return any such Equipment to Customer, regardless of any cleaning, decontamination, or replacement costs incurred or paid by Customer pursuant to this Section.

**26. Force Majeure.** Company is not responsible for any delay in the performance of Services or failure of Equipment if and to the extent such delay or failure was caused by an event or occurrence beyond Company's reasonable control and without its fault or negligence. In the event of any delay due to such event or occurrence, Company shall receive an extension to perform the delayed work.

**27. Confidentiality.** Customer shall protect Company's Confidential Information as confidential and proprietary (and at a minimum Customer shall employ the same safeguards to protect the Confidential Information as it would utilize to protect its own confidential information). The Customer shall not disclose any Confidential Information to third parties, except with the prior written consent of Company or as required by law, with reasonable prior notice to Company. Upon Company's request or within 14 days after termination of this Agreement, Customer will return or destroy (as instructed by Company), all Confidential Information and all copies thereof in any media, unless Customer is required to retain such material under applicable laws. Customer further agrees that nothing in this Agreement limits or negates any statutory or common law rights, including those related to trade secrets, where such rights provide Company with broader protection. Each of Customer's agents and employees shall comply with the confidentiality restrictions set forth herein and Customer shall indemnify Company from any and all damages, costs and/or expenses (including reasonable attorney's fees) incurred by Company as a result of its, or its agents'/employees' unauthorized disclosure of Confidential Information.

**28. Miscellaneous.** In the event any term, provision or condition of this Agreement is held invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of the remainder of the Agreement. This Agreement inures to the benefit of and is binding upon the parties and their successors. Each party agrees to execute such further documents necessary to carry out the intent of this Agreement.

**29. Training, Operation, and Maintenance.** Customer shall be fully responsible to any and all training of users of the Equipment and agrees that it will not allow the use of the Equipment by any party unless and until that party has been adequately and properly trained. The Customer also acknowledges its responsibility to operate and maintain the equipment in accordance with the Operations Manual and all applicable codes and regulations. In addition, Customer shall be fully responsible for any and all maintenance required on the Equipment during the Rental Period except for the particular maintenance requirements by Company as set forth in the maintenance materials provided to the Customer by Company. Customer shall maintain adequate maintenance records as required by law.

**30. Non-Discrimination.** This contractor and subcontractor shall abide by the requirements of 41 CFR Sections 60-1.4(a), 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against qualified individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**31. Acceptance, Modification, and Entire Agreement.** COMPANY'S AGREEMENT TO PROVIDE EQUIPMENT OR SERVICES HEREUNDER IS EXPRESSLY CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT, AND CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT IS EXPRESSLY LIMITED TO THE EXACT TERMS AND CONDITIONS SPECIFIED HEREIN. The rights of the parties are governed exclusively by the terms and conditions set forth in this Agreement. Shipment or delivery of Equipment or Services pursuant to this Agreement or the acceptance, use, or retention of any Equipment or Services by Customer constitutes an unqualified acceptance by Customer of this Agreement. Any attempt by Customer to vary in any degree the exact terms and conditions of this Agreement in any acceptance, acknowledgement, confirmation or other communication of any kind containing additional, inconsistent, or different terms and conditions is hereby expressly objected to and rejected. Company's provision of Equipment and Services pursuant to the terms of this Agreement are not considered an acceptance of any additional, inconsistent, or different terms proposed by Customer. Should this Agreement be deemed an acceptance of a prior offer, quotation or proposal by Customer, such acceptance is limited to the express terms and conditions set forth herein. No course of prior dealings between the parties and no usage of trade are relevant or admissible to supplement, explain, or vary any provisions hereof. Moreover, no other contract, specification, drawing or other item, including terms on "click-through" websites, shall be incorporated into or made a part of the Agreement or binding on Company unless it is agreed to in writing by Company.

**32. Minimum Insurance Requirements.**

(a) At all times while performing work hereunder, Customer shall maintain insurance in amounts not less than:

- (1) Workers' Compensation Statutory Amount;
- (2) Employer's Liability: minimum limit of \$1,000,000 per accident;
- (3) General Liability Insurance, including contractual liability, products and completed operations: \$1 million per occurrence and \$2 million aggregate;
- (4) Automobile Liability Insurance: combined single limit of \$1 million per accident;
- (5) Excess Liability Insurance combined single limit for Bodily Injury and Property Damage of not less than \$4,000,000 per occurrence.

(b) All insurance policies required herein shall:

(1) Name Company, its directors, officers, employees and agents as additional insureds to the greatest extent allowed by law except items (1) and (2) above on a broad form endorsement with coverage no less broad than ISO form CG 2010 1185. A current certificate of insurance must be supplied indicating the above coverage prior to the commencement of the work. Company shall have no duty to review said certificates

All-American Scaffold, LLC Standard Terms and Conditions

and any failure of Company to notify Customer of its non-compliance with this section or any other provision contained in these requirements shall not act as a waiver of any right by Company.

(2) Contain an endorsement stipulating that Customer's policies are primary to and not contributory with any other policies affording coverage to Company and all other additional insureds, including any self-insurance retention or deductible maintained by Company;

(3) Provide that no policy shall be materially changed, amended or canceled except after 30 days prior written notice to Company;

(4) To the maximum extent permitted by law, all insurance policies of Customer in any way related to, or providing any coverage in connection with the work, whether or not required by this Agreement, shall be endorsed to waive all rights of subrogation against Company, except workers' compensation and employer's liability coverage.

33. **Abatement.** Notwithstanding any other documents between the Parties to the Agreement, the Company's abatement services shall end with appropriately containing the pre-existing hazardous wastes contemplated by this Agreement, including lead, asbestos, or other wastes ("Waste") upon the removal and placing of such packaged Waste in an aggregation location supplied by the Customer. Thereafter, transportation and disposal of the Waste will be the responsibility of its owner or the Customer, who shall sign all manifests as "generator" as that term is defined and understood under any applicable law. For the sake of clarity, the Company shall not transport or dispose of any Waste nor sign any manifest for the transportation or disposal of any Waste as a generator or co-generator or otherwise howsoever. Ownership and title to Waste shall at all times remain with its owner or the Customer and for all purposes, title to the Waste shall be that of the owner or the Customer and shall be deemed never to have been that of the Company.



RESOLUTION #22-\_\_\_\_

**RESOLUTION AUTHORIZING THE FILING OF AN IOWA CODE CHAPTER 657A PETITION FOR ABANDONED PROPERTY AT 15003 & 15015 – Hwy. F-17 E., Grinnell, IA 50112**

**WHEREAS**, State of Iowa Code Chapter 657A allows for counties to petition for ownership of abandoned buildings and this identified property appears to meet the criteria of abandoned buildings;

**WHEREAS**, legal fees and court costs associated with the filing of the petitions are typically under \$10,000 per property;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Jasper County, Iowa: Staff is directed to file a petition for the following property in accordance with State of Iowa Code 657A for ownership of the abandoned buildings at the following locations:

15003 – Hwy. F-17 E., Grinnell, IA described as:  
Section 24 Township 81 Range 17 – Parcel # 0524126001

15015 – Hwy. F-17 E., Grinnell, IA described as:  
Section 24 Township 81 Range 17 – Parcel # 0524126002

**APPROVED** this \_\_\_\_ day of April 2022

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Brandon Talsma, Chairman

ATTEST:

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Jasper County Auditor



## Construction Pay Estimate Report

Iowa Department of Transportation

3/11/2022 7:45 AM

FieldManager 5.3a

**Contract: 50-C050-115, BRIDGE REPLACEMENT - PPCB**

<b>Estimate No.</b> 13	<b>Estimate Date</b> 3/11/2022	<b>Entered By</b> rick elliott	<b>Estimate Type</b> FINAL	<b>Managing Office</b> Jasper County Engineer
<b>All Contract Work Completed</b> 12/7/2018	<b>Construction Started Date</b> 7/10/2018	<b>Prime Contractor</b> GODBERSEN-SMITH CONSTRUCTION CO. & SUBSID. PO BOX 33 IDA GROVE IA 51445MPANY		
<b>Comments</b>				

### Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
50-C050-115, 180515 027 CDJ	0013	\$0.00	\$0.00	\$0.00
<b>Total Estimated Payment:</b>				<b>\$0.00</b>
(Does not include liquidated damages, retainage, and central office autopay items)				

### Estimate Certification

The work items shown herein are just and unpaid, and the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

\_\_\_\_\_  
GODBERSEN-SMITH CONSTRUCTION CO. & SUBSID.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Recommended by Project Engineer

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Approved by District Construction Engineer or designee

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Jasper County Board of Supervisor Chair

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Attest: Jasper County Auditor

\_\_\_\_\_  
(Date)



# Construction Pay Estimate Amount Balance Report

Estimate: 13

Iowa Department of Transportation

3/11/2022 7:45 AM  
FieldManager 5.3a

Contract: 50-C050-115, BRIDGE REPLACEMENT - PPCB  
Project: 50-C050-115, 180515 027 CDJ

Category: 0001, P:Items for a 188' x 30'-6 Pretensioned Prestressed Concreteeam Bridge

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0010	CLEAR+GRUBB	2101-0850002	150.000	UNIT		150.000	150.000	100%	20.00000	\$3,000.00
0020	EMBANKMENT-IN-PLACE	2102-2625000	1,447.000	CY		1,447.000	1,447.000	100%	20.00000	\$28,940.00
0030	EXCAVATION, CL 10, RDWY+BORROW	2102-2710070	568.000	CY		568.000	568.000	100%	9.00000	\$5,112.00
0040	EXCAVATION, CL 10, WASTE	2102-2710090	905.000	CY		905.000	905.000	100%	8.00000	\$7,240.00
0050	EXCAVATION, CL 10, CHANNEL	2104-2710020	3,015.000	CY		3,015.000	3,015.000	100%	8.50000	\$25,627.51
0060	TOPSOIL, STRIP, SALVAGE+SPREAD	2105-8425015	1,115.000	CY		1,115.000	1,115.000	100%	9.00000	\$10,035.00
0070	GRANULAR SHLD, TYPE B	2121-7425020	65.000	TON		64.600	64.600	99%	35.00000	\$2,261.00
0080	SHLD CONSTRUCTION, EARTH	2123-7450000	2.000	STA		2.000	2.000	100%	500.00000	\$1,000.00
0090	BRIDGE APPROACH, TWO LANE	2301-0690210	444.960	SY		444.960	444.960	100%	145.00000	\$64,519.20
0100	RMVL OF EXISTING BRIDGE	2401-6745625	1.000	LS		1.000	1.000	100%	70,000.00000	\$70,000.00
0110	EXCAVATION, CL 20	2402-2720000	122.000	CY		122.000	122.000	100%	35.00000	\$4,270.00
0120	STRUCT CONC (BRIDGE)	2403-0100010	275.200	CY		275.200	275.200	100%	760.00000	\$209,152.00
0130	REINFORC STEEL, EPOXY COATED	2404-7775005	69,824.000	LB		69,824.000	69,824.000	100%	1.15000	\$80,297.61
0140	BEAM, PPC, B59	2407-0551259	10.000	EACH		10.000	10.000	100%	10,000.00000	\$100,000.00
0150	BEAM, PPC, B67	2407-0551267	5.000	EACH		5.000	5.000	100%	11,000.00000	\$55,000.00
0160	STRUCTURAL STEEL	2408-7800000	3,305.000	LB		3,305.000	3,305.000	100%	3.00000	\$9,915.00
0170	CONC OPEN RAIL, TL-4	2414-6424124	411.900	LF		411.900	411.900	100%	75.00000	\$30,892.50
0180	PILE, STEEL, HP 10X57	2501-0201057	750.000	LF		750.000	750.000	100%	55.00000	\$41,250.00
0190	PILE, STEEL, HP 12X53	2501-0201253	1,300.000	LF		1,300.000	1,300.000	100%	53.00000	\$68,900.00
0200	CONC ENCASE STEEL H PILE, HP 12X53(P10L)	2501-5478053	520.000	LF		520.000	520.000	100%	115.00000	\$59,800.00
0210	PREBORED HOLE	2501-6335010	120.000	LF		120.000	120.000	100%	35.00000	\$4,200.00
0220	RMVL OF STEEL BEAM G'RAIL	2505-4008120	597.000	LF		597.000	597.000	100%	4.00000	\$2,388.00
0230	STEEL BEAM G'RAIL	2505-4008300	150.000	LF		150.000	150.000	100%	14.00000	\$2,100.00
0240	STEEL BEAM G'RAIL BAR TRANS SECT, BA-201	2505-4008410	4.000	EACH		4.000	4.000	100%	1,550.00000	\$6,200.00
0250	STEEL BEAM G'RAIL END ANCHOR, BOLTED	2505-4021010	4.000	EACH		4.000	4.000	100%	250.00000	\$1,000.00
0260	STEEL BEAM G'RAIL TGNT END TERM, LS-625	2505-4021710	4.000	EACH		4.000	4.000	100%	2,500.00000	\$10,000.00

Contract: 50-C050-115

Estimate: 13

Page 1 of 2



# Construction Pay Estimate Amount Balance Report

Estimate: 13

Iowa Department of Transportation

3/11/2022 7:45 AM  
FieldManager 5.3a

Project: 50-C050-115, 180515 027 CDJ

Category: 0001, P:Items for a 188' x 30'-6 Pretensioned Prestressed Concreteam Bridge

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0270	ENGINEER FABRIC	2507-3250005	2,250.000	SY		2,249.996	2,249.996	99%	2.75000	\$6,187.49
0280	REVTMENT, CLASS E	2507-6800061	1,575.000	TON		2,003.250	2,003.250	127%	52.00000	\$104,169.00
0290	RMVL OF PAVT	2510-6745850	416.000	SY		416.000	416.000	100%	14.00000	\$5,824.00
0300	SAFETY CLOSURE	2518-6910000	2.000	EACH		2.000	2.000	100%	150.00000	\$300.00
0310	CONSTRUCTION SURVEY	2526-8285000	1.000	LS		1.000	1.000	100%	6,000.00000	\$6,000.00
0320	PAINTED PAVT MARK, WATERBORNE/SOLVENT	2527-9263109	7.470	STA		10.600	10.600	142%	275.00000	\$2,915.00
0330	TRAFFIC CONTROL	2528-8445110	1.000	LS		1.000	1.000	100%	5,000.00000	\$5,000.00
0340	MOBILIZATION	2533-4980005	1.000	LS		1.000			125,000.00000	\$125,000.00
0350	RMVL OF ASBESTOS	2536-6745045	1.000	LS		1.000	1.000	100%	2,000.00000	\$2,000.00
0360	MULCH	2601-2634100	3.600	ACRE		1.500	1.500	42%	800.00000	\$1,200.00
0370	SEED+FERTILIZE (RURAL)	2601-2636043	1.800	ACRE		1.500	1.500	83%	700.00000	\$1,050.00
0380	STABILIZE CROP - SEED+FERTILIZE	2601-2642100	1.800	ACRE		0.000			450.00000	
0390	SILT FENCE	2602-0000020	725.000	LF		884.000	884.000	122%	1.50000	\$1,326.00
0400	SILT FENCE-DITCH CHECKS	2602-0000030	92.000	LF		127.000	127.000	138%	1.70000	\$215.90
0410	MAINT OF SILT FENC/SILT FENC-DITCH CHECK	2602-0000101	817.000	LF		0.000			0.10000	
0420	PERIMETER+SLOPE SEDIMENT CNTL DEVICE,12"	2602-0000312	610.000	LF		420.000	420.000	69%	4.00000	\$1,680.00
0430	MOBILIZATION, EROSION CONTROL	2602-0010010	1.000	EACH		1.000	1.000	100%	500.00000	\$500.00
0440	MOBILIZATION, EMERGENCY EROSION CONTROL	2602-0010020	1.000	EACH		0.000			1,000.00000	

Subtotal for Category 0001: 1166467.21

Subtotal for Project 50-C050-115: 1166467.21

Percentage of Contract Completed(curr): 102%  
(total earned to date / total of all authorized work)

Total Amount Earned This Estimate: \$0.00

Total Amount Earned To Date: \$1,166,467.21

# Jasper County, Iowa Proclamation

## *May Mental Health Month 2022 “Back to Basics”*

WHEREAS, mental health is essential to everyone’s overall health and well-being; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with early and effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

THEREFORE, we the Jasper County Board of Supervisors, do hereby proclaim May 2022 as Mental Health Month in Jasper County, Iowa. We also call upon the citizens, government agencies, public and private institutions, businesses, and schools in Jasper County to recommit our communities to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

Signed this \_\_\_\_ day of May 2022.

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Brandon Talsma, Chair  
Jasper County Board of Supervisors

Attest:

---

Dennis K. Parrott  
Jasper County Auditor

Resolution \_\_\_\_\_

STATE OF IOWA }  
Jasper County }

**TRANSFER ORDER**

\$7,812.00

Newton, Iowa, May 3, 2022

Doug Bishop, Treasurer, Jasper County, Iowa

**Transfer** Seven thousand eight hundred twelve dollars and 00/100\*\*\*

From: 0001-General Basic Fund

To: 0760- Attorney Collections

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Board Action

**By Order of Board of Supervisors.**

\_\_\_\_\_  
Supervisor

NO. 1469

\_\_\_\_\_  
Attest



\_\_\_\_\_  
Auditor/Designee

**This transfer reflects the 3rd qtr fy 2022.**

County General Fund receives 28% of all Court Debt Collected. Threshold for Jasper County is \$100,000. Once Jasper County reaches its threshold: General Fund will continue to receive 28% of all Court debt collected. An additional 5% of all Court Debt Collected is designated to the County Attorney Office. This Continues for the remainder of the fiscal year. "Court debt" means all fines, penalties, court costs, fees, forfeited bail, surcharges under chapter 911, victim restitution, court-appointed attorney fees or expenses of a public defender ordered pursuant to section 815.9, or fees charged pursuant to section 356.7 or 904.108.

## COLLECTIONS REPORT FISCAL YEAR ENDING JUNE 30, 2022

MONTH	TOTAL COLLECTED	COUNTY SHARE TOTAL	COUNTY SHARE 28%	COA SHARE 5%
JULY	\$40,427.00	\$11,319.00	\$11,319.00	
AUGUST	\$43,982.00	\$12,302.00	\$12,302.00	
SEPTEMBER	\$40,838.00	\$12,581.00	\$11,434.00	\$1,147.00
OCTOBER	\$65,463.00	\$21,701.00	\$18,329.00	\$3,372.00
NOVEMBER	\$42,771.00	\$14,113.00	\$11,975.00	\$2,138.00
DECEMBER	\$40,326.00	\$13,307.00	\$11,291.00	\$2,016.00
JANUARY	\$54,473.00	\$17,975.00	\$15,252.00	\$2,723.00
FEBRUARY	\$47,585.00	\$15,702.00	\$13,323.00	\$2,379.00
MARCH	\$54,209.00	\$17,888.00	\$15,178.00	\$2,710.00
APRIL				
MAY				
JUNE				
TOTAL	\$430,074.00	\$136,888.00	\$120,403.00	\$16,485.00

County General Fund receives 28% of all Court Debt collected.

Threshold for Jasper County is \$100,000.

Once Jasper County reaches its threshold:

General fund will continue to receive 28% of all Court debt collected.

An additional 5% of all Court Debt Collected is designated to the County Attorney Office. This continues for the remainder of the fiscal year.

- a. "Court debt" means all fines, penalties, court costs, fees, forfeited bail, surcharges under chapter 911, victim restitution, court-appointed attorney fees or expenses of a public defender ordered pursuant to section 815.9, or fees charged pursuant to section 356.7 or 904.108.

Court Debt for computing the threshold and therefore the amount paid to the County does not include:

Victim Restitution

Surcharges

Criminal penalty surcharge

Law Enforcement Initiative Surcharge

D.A.R.E. surcharge

Sex Offender Civil Penalty

Jail Room and Board—although all that is collected comes back to county.

Resolution \_\_\_\_\_

STATE OF IOWA  
Jasper County



**TRANSFER ORDER**

**\$600,000.00**

Newton, Iowa, May 3, 2022

Doug Bishop, Treasurer, Jasper County, Iowa

**Transfer** Six hundred thousand dollars and 00/100\*\*

From: 0001- General Fund

To: 0011-Rural Services

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Board Action

**By Order of Board of Supervisors.**

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Attest

NO. 1470

*Teresa Anderson*

Auditor/Designee



Resolution \_\_\_\_\_

STATE OF IOWA  
Jasper County

}

**TRANSFER ORDER**

\$150,130.19

Newton, Iowa, May 3, 2022

Doug Bishop, Treasurer, Jasper County, Iowa

**Transfer** One hundred fifty thousand one hundred thirty dollars and 19/100\*\*\*

From: 0001 - General Basic  
Fund

To: 0020 - Secondary Roads Fund

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Road Use Funds Match

**By Order of Board of Supervisors.**

\_\_\_\_\_  
Supervisor

**NO. 1471**

\_\_\_\_\_  
Attest

*Teresa Acosta*

\_\_\_\_\_  
Auditor/Designee

This transfer is required in order to receive State Road Use Funds.

2nd payment for FY2022

Resolution \_\_\_\_\_

STATE OF IOWA  
Jasper County

}

**TRANSFER ORDER**

\$1,141,022.20

Newton, Iowa, May 3, 2022

Doug Bishop, Treasurer, Jasper County, Iowa

**Transfer** One million one hundred forty one thousand twenty two dollars and 20/100\*\*\*

From: 0011 - Rural Services  
Fund

To: 0020 - Secondary Roads Fund

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Road Use Funds Match

**By Order of Board of Supervisors.**

**NO. 1472**

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Attest

*Teresa Anderson*

\_\_\_\_\_  
Auditor/Designee

This transfer is required in order to receive State Road Use Funds.

2nd payment for FY2022

April 26, 2022

Tuesday, April 26, 2022, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma, Carpenter, and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Cupples and seconded by Carpenter to approve the contract between Jasper County and Aging Resources of Central Iowa beginning July 1, 2022, and ending June 30, 2024, in the amount of \$120,000.

YEA: CARPENTER, CUPPLES, TALSMA

Larry Ladd made a presentation to the Board of Supervisors about the need for residential economic growth for Jasper County.

Motion by Cupples and seconded by Carpenter to open a Public Hearing on the proposed Co-Line Urban Renewal Plan & Related Tax Increment Financing Ordinance.

YEA: CARPENTER, CUPPLES, TALSMA

There were no public comments and no comments received by the Auditor.

Motion by Cupples and seconded by Carpenter to close the Public Hearing.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to adopt Resolution 22-34 to determine an area of the County to be an Economic Development Area and adopting the Co-Line Urban Renewal Plan.

YEA: CARPENTER, CUPPLES, TALSMA

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

Motion by Cupples and seconded by Carpenter to open a Public Hearing on an Ordinance for the Division of Revenues under Iowa Code Section 403.19 for the Co-Line Urban Renewal Plan.

YEA: CARPENTER, CUPPLES, TALSMA

There were no public comments and no comments received by the Auditor.

Motion by Cupples and seconded by Carpenter to close the Public Hearing.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to waive the 2<sup>nd</sup> and 3<sup>rd</sup> Public Hearings on the Ordinance for the Division of Revenues for the Co-Line Urban Renewal Plan.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to adopt County Ordinance 71A, an Ordinance providing that general property taxes levied and collected within the Co-Line Urban Renewal Area, in Jasper County, Iowa, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the County in connection with the Co-Line Urban Renewal Area.

YEA: CARPENTER, CUPPLES, TALSMA

A complete copy of Ordinance 71A is on file in the Office of the Jasper County Auditor.

Motion by Cupples and seconded by Carpenter to open a Public Hearing on the proposed Development Agreement between Jasper County, The Welder's Shield, LLC, and Co-Line Welding Inc.

YEA: CARPENTER, CUPPLES, TALSMA

There were no public comments and no comments received by the Auditor.

Motion by Carpenter and seconded by Cupples to close the Public Hearing.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Carpenter and seconded by Cupples to adopt Resolution 22-35 approving the authorized execution of a Development Agreement between Jasper County, The Welder's Shield, LLC, and Co-Line Welding Inc. and to ratify, confirm and approve prior signatures on agreement for private development.

YEA: CUPPLES, CARPENTER, TALSMA

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

Motion by Cupples and seconded by Carpenter to open a Public Hearing for a Request of the Rezoning of Parcels 01.16.400.010 in Section 16 and Parcel 01.21.200.011 in Section 21 all in Township 81, Range 21 from Agricultural to Rural Residential Large Lot for a minor 4 lot subdivision.

YEA: CARPENTER, CUPPLES, TALSMA

There were no public comments and no comments received by the Auditor.

Motion by Carpenter and seconded by Cupples to close the Public Hearing.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Carpenter and seconded by Cupples to waive the 2<sup>nd</sup> and 3<sup>rd</sup> Public Hearings on the Rezoning Request.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Carpenter and seconded by Cupples to adopt Resolution 22-36 to approve the Rezoning Request made by Johnston Property Group Management LLC for Parcels 01.16.400.010 in Section 16 and Parcel 01.21.200.011 in Section 21, all in Township 81, Range 21 from Agricultural to Rural Residential Large Lot for a minor 4 lot subdivision.

YEA: CUPPLES, CARPENTER, TALSMA

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

Motion by Cupples and seconded by Carpenter to adopt Resolution 22-37 approving the Plat of Poker Ridge Estates Subdivision.

YEA: CARPENTER, CUPPLES, TALSMA

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

Motion by Cupples and seconded by Carpenter to approve the agreement between Jasper County and Denco Highway Construction Corp to complete PCC Joint and Crack Sealing for the North half of the parking lot at 315 W 3<sup>rd</sup> St N, Newton, Iowa in the amount of \$13,875.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to approve the new price for the purchase of a Kohler 150REOZJF generator for the Administration building in the amount of \$43,768.

YEA: CUPPLES, CARPENTER, TALSMA

The Board of Supervisors passed on the offer to have a Cornerstone Ceremony at the opening of the remodeled County Administration building.

Motion by Carpenter and seconded by Cupples to adopt Resolution 22-38 a hiring resolution certifying the following to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Secondary Roads	Seasonal Skilled Laborer	Joseph Oleson	\$16.00	Standard Rate	05/02/2022

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Secondary Roads	Seasonal Skilled Laborer	Jonah Oleson	\$16.00	Standard Rate	05/02/2022

YEA: CUPPLES, CARPENTER, TALSMA

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

Motion by Carpenter and seconded by Cupples to adopt Resolution 22-39 a hiring resolution certifying the following 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>
Conservation	Seasonal Park Maint. Tech	Tristan Hunt	\$15.00	Standard Rate	05/16/2022

YEA: CUPPLES, CARPENTER, TALSMA

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

Motion by Cupples and seconded by Carpenter to approve the Veteran's Affairs Quarterly Report for the 3<sup>rd</sup> quarter of FY2021-2022.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve the appointment of former Deputy Sheriff Brad Van Zante as Reserve Deputy Sheriff.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve the request made by the Sheriff's Office to use the Courthouse lawn for the Annual Police Memorial Service, May 12, 2022 at 5:30pm.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to adopt Resolution 22-40 approving a policy for Alternative Dust Control.

YEA: CUPPLES, CARPENTER, TALSMA

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

Motion by Cupples and seconded by Carpenter to approve an agreement between Jasper County and EFCO for the County Engineer to do business with EFCO.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to approve a liquor license for the Moose Lodge.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Cupples and seconded by Carpenter to approve claims paid through April 26, 2022.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve Board of Supervisors minutes for April 19, 2022.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to adjourn the Tuesday, April 26, 2022, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, CARPENTER, TALSMA

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Dennis K. Parrott, Auditor

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Brandon Talsma, Chairman