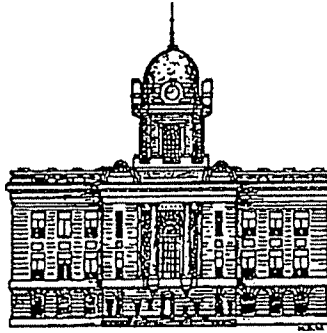


Jasper County, Iowa

Joe Brock

Denny Carpenter

Doug Cupples



Board of Supervisors

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

JASPER COUNTY BOARD OF SUPERVISORS AGENDA

www.co.jasper.ia.us

December 5, 2017

9:30 a.m.

Pledge of Allegiance

- Item 1 Buildings & Grounds – Adam Sparks**
 - a) Louvers for Clock Tower

- Item 2 Human Resources – Dennis Simon**
 - a) Employee Hiring Resolution – Elderly Nutrition

- Item 3 Jasper County Annex Building**
 - a) Lease Agreement for 114 W 4th St S, Newton, IA 50208
 - b) Discussion on New Building
 - c) Get Quotes from Shive Hattery for plan design to make specific repairs to the Annex Building
 - d) Obtain Quotes for buying air scrubbers

- Item 4 Approval of Board of Supervisors minutes for 11/28/17**

PUBLIC INPUT & COMMENTS

Maintenance

From: David Clark <dave@clarkglass.com>
Sent: Monday, November 20, 2017 12:16 PM
To: Maintenance
Subject: Re: Window Replacement

Adam, Thanks for the invite but we will not be bidding this project. Thank You.

David K. Clark
Vice President
Clark Glass, Inc.
2000 E Grand Avenue
Des Moines, Iowa 50317
phone: 515.262.5662
fax: 515.262.3327

On Mon, Nov 20, 2017 at 10:47 AM, Maintenance <jcmaint@co.jasper.ia.us> wrote:

David,

Here is what we are looking at for louvers. We will take out the lowers of four existing windows and replace with louvers.



FormanFord
Professional Glazing and Façade Contractor

Proposal

89 University Ave
Des Moines, IA 50314
Phone: (515) 288-1662
Fax: (515) 288-1714

November 21, 2017

Subject to the provisions shown on front and back of this sheet, we propose to furnish materials as per specifications below.
Proposal is for materials F.O.B. our Des Moines dock unless so stated otherwise below.
Proposal is subjected to any applicable tax if not included and so stated below.
Proposal does not include the installation of the specified material unless so stated below.
We do not clean any glass or storefront construction or facing materials.

CUSTOMER NAME	<u>Jasper County Courthouse</u>	PHONE	<u>641-792-2196</u>
ATTN	<u>Adam Sparks</u>	CITY, STATE, ZIP	<u></u>
JOB LOCATION	<u>Newton Iowa</u>		<u></u>
PROPOSED PRICE \$	<u>\$4,587.00</u>		<u></u>

SCOPE OF WORK:

Provide and install (4) model 377 louvers 25 3/4" X 28 1/2"
Pricing includes removing existing glass from windows.
Pricing does not include lift equipment – Install Based on access to the roof.

NOTES AND EXCEPTIONS:

- Price is based on working straight time hours only.
- We do not provide final cleaning of glass.
- Any deviations or additions to the Scope of Work may result in additional charges.
- Payment is due upon receipt of invoice.
- This proposal is good for 60 days.

ACCEPTANCE

This proposal is subject to acceptance within 30 days of the above date and providing that such acceptance, properly signed, is delivered to Forman Ford, prior to any rise in prices of material or labor required as part of this proposal. This proposal may be withdrawn at any time prior to acceptance, and may also be withdrawn or cancelled after acceptance if the credit status of the one to whom this proposal is made is not approved by Forman Ford. Any clerical errors are subject to correction. This proposal, together with the Terms, Liability and Conditions stated on the reverse side hereof, shall become the governing contract upon execution by both parties in the appropriate space provided.

Accepted By _____
Date _____

Forman Ford

Prepared By Kevin Orr

SEE OTHER SIDE

TERMS

Terms of payment are net cash. The balance shall be paid in full to us on the day following completion of our contract. A monthly service charge equal to one and one-half percent (1 ½%) of the unpaid balance will be added in the event payment is not made in accordance with the above. Any rights of recovery hereunder by Forman Ford shall include attorney's fees incurred or paid by Forman Ford. Any claim on account of defective labor or material or dissatisfaction with the job for any other reason shall be deemed waived, unless we be notified in writing specifying in detail the items complained of, within ten (10) days from completion of job.

LIABILITY

Forman Ford assumes no liability for compliance with any building codes or ordinances or any other Bill or Act governing glass, glazing, or the framing of same if the material or/materials and method or/methods of installation are per plans and/or specifications prepared by others.

CONDITIONS

1. Should you accept this proposal, yet use your own contract form, it is understood that we shall incorporate and make a part there of a true copy of this proposal and all of its terms and conditions.
 2. The recipient of this proposal is reminded that he is responsible for compliance with any and all Federal, State or Local Safety Laws and/or Building Codes with respect to safety precautions. Impact restrictions and wind loading, by virtue of the specifications, either verbal or written, on which we based our proposal.
 3. The Work, as defined in the Contract, will be performed in a prompt and diligent manner. The Work will be started within ten (10) working days after we receive notification and determine that sufficient areas are ready for glazing, to insure reasonably continuous progress toward completion of the Work. We shall not be responsible for delays in performance caused by war, accidents, embargoes, fires, lock-outs, strikes, walk-outs; acts of God; unusual delays in the transportation or acquisition of materials equipment, and supplies; appropriation or requisition of materials, supplies, equipment, or facilities by any governmental authority; changes and revisions in the Work ordered pursuant to paragraph 13 below; or by any other cause beyond our control. We shall not install material and perform the Work under unfavorable weather conditions, as defined in manufacturer's instructions, or as determined by accepted practices in the glass and glazing industry.
 4. The Work, as defined herein, does not include the cleaning of glass, metal construction, or spandrels and unless specifically included on the reverse side hereof, does not include perimeter caulking between our metal construction and adjacent masonry or other framing material.
 5. All materials will be furnished in accordance with industry established tolerance with respect to color variances, thickness, size, finish, texture, and performance standards. Because of its numerous and uncontrollable sources, we assume no responsibility of the formation of condensation or frost on glass or metal framing.
 6. All backing, framing, and masonry openings pertinent to our Work must be erected plumb and straight, and in exact accordance with working details and specifications prepared or approved by us. The furnishing and complete erection of backing, framing, and masonry for the reception of our glass and metal shall be done by others. The glazing of glass in steel casement sash, or other sash requiring the glass to be set from outside a multi-story building from a swing stage or other apparatus, will be done after all sash are set complete in their respective openings, and will require that the sash be made available for our glazing in bays or tiers the full height of the building. Before glazing is started, the ground around the building shall be graded level and back filled against the building, otherwise, an extra charge shall be applied.
 7. We are to be provided with suitable space at the job site for storage of our materials, without charge to us.
 8. We shall keep the building and premises clear of debris and rubbish arising from performance of our Work. We shall not accept or pay charges for removal of debris and rubbish by others, unless previously authorized by us in writing.
 9. We shall not be liable for breakage of or damage to glass, metal construction, and other materials, after installation, unless caused directly by our own employees.
 10. When contract is based on reuse of owner's glass or other materials, no rejections will be allowed except at owner's expense.
 11. After completion of installation, we assume no responsibility for stains or corrosion which may occur on metal storefront construction or glass.
 12. If this contract is executed by and between us and a general contractor, we shall not be liable for payment of any charges for use of telephone, electricity, heat, water, sheds, elevators, material hoists, scaffolding, ventilating, pumps, gangways, or sanitary facilities, or for plaster patching, office expenses, stenographic fees, watchmen, guards, and general cleaning, or any other back charge or pro-rated charge whether specifically billed to us or taken as an allowance or deduction against the contract price.
 13. We shall make additions, alterations, changes, deviations, and revisions in our Work only under the following conditions:
 - (1) If, during the final detailing of sash, metal construction or their openings, sizes of glass or metal are changed from those required for openings sizes shown in drawings on which our proposal is based;
 - (2) If a change or revision of the plans and specifications upon which this proposal is based is necessitated because of the non-compliance with any Federal, State or Local Safety or Building Codes;
 - (3) If you request in writing an alteration, change, deviation, or revision in the Work.
- Under any of the three conditions, we shall promptly submit for your acceptance, written cost or credit proposals for such revised Work, and shall not be required to perform such revised Work unless and until agreement is reached on our cost or credit proposals.
14. Any dispute or difference shall be subject to arbitration, if desired by either party to contract.
 15. Whenever the plans and specifications (if they exist) cannot be harmonized with any of the provisions and conditions of this proposal, the provisions and conditions of this proposal shall govern and prevail.
 16. Allied Glass maintains adequate insurance coverage for workmen's compensation, public liability, property damage, automotive and State unemployment taxes and will furnish evidence of such insurance if requested. However, any loss or damage caused by fire or vandalism to material delivered to the building, whether installed or not, shall be assumed by the owner or his insurance company.
 17. We are an equal opportunity employer.

TWO RIVERS GLASS AND DOOR, INC.

121 SOUTH 11TH STREET 200 WEST DES MOINES, IA. 50265
PH: 515 222-4860 FAX: 515 222-4862

Quote

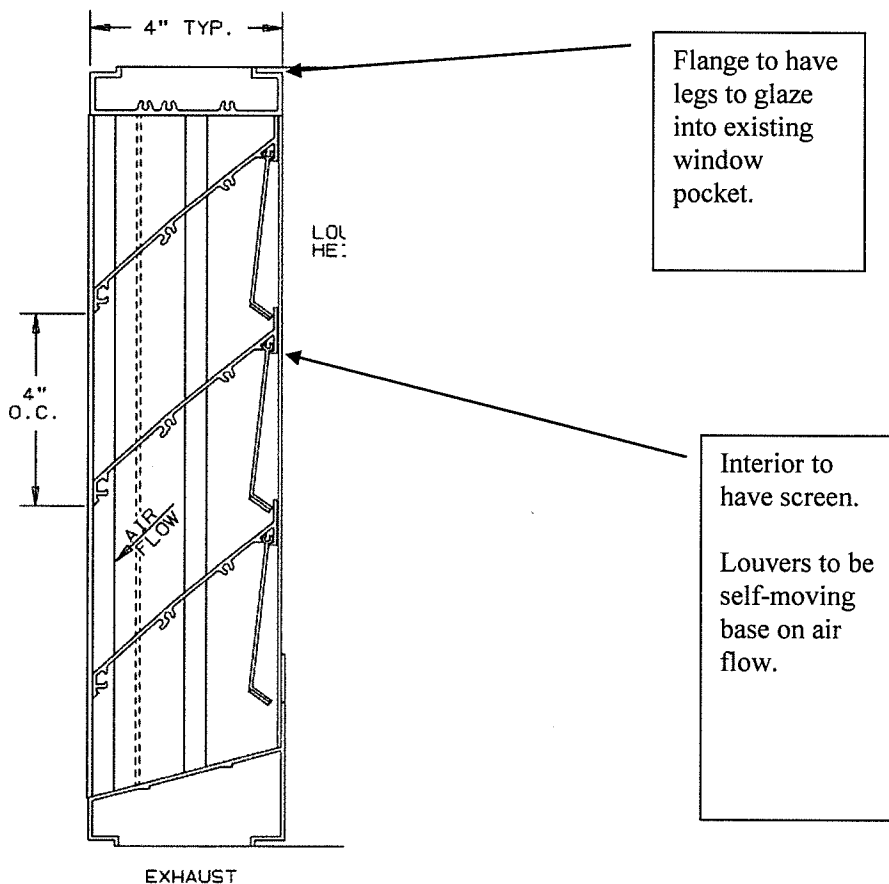
To: Adam Sparks
Maintenance Director
Project: Jasper Courthouse replacement of glass units with louvers
Date: 10/31/2017

Two Rivers Glass & Door Inc. is quoting the following sums for the above mention project. Sales tax included. Includes labor for installation, material as listed below, job supervision as required, lift equipment if required, and trash removal. Excludes all Davis Bacon wages. All Price good for 30 days due to escalating prices.

ITEM #1 **\$6,200.00**

To remove four glass panels in existing windows and replace with a louver to be installed in existing glazing pocket.

Louver from Industrial Louvers model 377 rectangle block size 25 3/4" x 28 1/2" in a standard 50% Kynar 2 coat paint finish on the exterior side.



*** Field verification on size is required prior to release to manufactory.

*** Normal 4-5 weeks on lead time after approved size.

Excludes:

All cleaning of all material installed. Overtime hours - work only done during normal regular hours. Any unknown or hidden conditions after glass is removed.

Steve Feeney



Steve@tworiversglass.com

LEASE - BUSINESS PROPERTY

THIS LEASE AGREEMENT, is entered into on _____, 2017 by VanDee, Inc. ("Landlord") whose address for the purpose of this lease is 303 1st Ave. W., Newton, IA 50208, and Jasper County Board of Supervisors ("Tenant") whose address for the purpose of this lease is 101 1st St N, Room 203, Newton, IA 50208,

1. PREMISES AND TERM. The Landlord, in consideration of the rents, agreements and conditions herein contained, leases to the Tenant and Tenant leases from Landlord, according to the terms of this lease, the following described "premises", situated in Jasper County, Iowa:

The North 2400 square feet of Lot 5 in Block 18 of the Original plat of Newton, Jasper County, Iowa.

Locally known as: 114 W. 4th St. S., Newton, IA 50208

with the improvements thereon, and all rights, easements and appurtenances, which, more particularly, includes the space and premises as may be shown on "Exhibit A," if attached, for a term of 1 year, commencing at midnight of the day previous to the first day of the lease term, which shall be on December 1, 2017 and ending at midnight on the last day of the lease term, which shall be on November 30, 2018, upon the condition that the Tenant pays rent therefor, and otherwise performs as in this lease provided.

2. RENTAL. Tenant agrees to pay to Landlord as rental for said term, as follows: \$1,200.00 per month, in advance, the first rent payment becoming due upon December 1, 2017 and the same amount, per month, in advance, on the 1st day of each month thereafter, during the term of this lease.

All sums shall be paid at the address of Landlord, as above designated, or at such other place in Iowa, or elsewhere, as the Landlord may, from time to time, designate in writing. Delinquent payments shall draw interest at 10 % per annum from the due date, until paid.

3. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this lease, and shall yield possession to the Landlord at the end of the lease term, except as herein otherwise expressly provided. Should Landlord be unable to give possession on said date, Tenant's only damages shall be a rebating of the pro rata rental.

4. USE OF PREMISES. Tenant covenants and agrees during the term of this lease to use and to occupy the leased premises only for professional offices. For restrictions on such use, see paragraphs 6 (c), 6 (d) and 11 (b) below.

5. QUIET ENJOYMENT. Landlord covenants that its estate in said premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the premises for the term of this lease. Landlord shall have the right to mortgage all of its right, title, interest in said premises at any time without notice, subject to this lease.

6. EQUIPMENT, DECORATING, REPLACEMENT, REPAIR AND MAINTENANCE.

DEFINITIONS

"Maintain" means to clean and keep in good condition.

"Repair" means to fix and restore to good condition after damage, deterioration or partial destruction.

CONDITIONS OF PREMISES

A. Tenant takes the premises in its present condition, except for such repairs and alterations as may be expressly otherwise provided in this lease.

REPAIRS AND MAINTENANCE

B. Landlord shall replace and repair the structural parts of the building. For purposes of this lease, the structural parts of the building shall mean the foundation, exterior walls, load bearing components of interior floors and walls, the roof and all sewers, pipes, wiring and electrical fixtures outside of the structure.

C. Repair shall be performed and paid for by the parties as follows:

	<u>PERFORMANCE</u>	<u>PAYMENT</u>	
	L = LANDLORD T = TENANT	% Landlord	% Tenant
Interior walls, floors and ceilings	T	0	100
Sewer, plumbing fixtures, pipes, wiring electrical fixtures within the structure	T	0	100
Heating equipment	L	100	0
Air conditioning	L	100	0
Plate glass (replacement)	L	100	0
Sidewalks	L	100	0
Parking areas	L	100	0

Tenant shall be responsible for all other maintenance.

E. Any repair or maintenance not specifically provided for above shall be performed and paid for by Tenant.

F. Each party shall perform their responsibilities of repair and maintenance to the end that the premises will be kept in a safe and serviceable condition. Neither party will permit nor allow the premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents or employees.

EQUIPMENT, DECORATING AND ALTERATIONS

G. The following items of equipment, furnishings and fixtures shall be supplied and replaced by the parties as follows:

	<u>SUPPLIED</u>	<u>REPLACED</u>	
	L=Landlord T=Tenant	L=Landlord T=Tenant	
Heating equipment		L	L
Air conditioning equipment		L	L
Carpeting/floor covering		T	T
Drapes, shades, blinds		T	T

Any similar equipment, furnishings, and fixtures not specifically provided for above shall be provided and paid for by Landlord.

Any equipment, furnishings or fixtures to be supplied by Tenant shall be subject to the Landlord's prior written approval as to quality and method of installation. Tenant shall provide all trade equipment, furnishings and fixtures used in connection with the operation of its business, such as telephones, computers, desks, chairs, shelving and similar items.

H. Tenant shall be responsible for all interior decorating. Tenant shall make no structural alterations or improvements without the prior written consent of the Landlord.

AMERICANS WITH DISABILITIES ACT

I. Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality, the laws of the State of Iowa and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public, provided, however,

responsibility for compliance with the Americans with Disabilities Act shall be performed and paid for by the parties as follows:

	% Landlord	% Tenant
Common areas	N/A	N/A
Tenants area:		
Initial compliance (specify)	100	0
Future compliance	100	0

7. UTILITIES AND SERVICES. Utilities and services shall be furnished and paid for by the parties as follows:

	<u>PERFORMANCE</u>	<u>PAYMENT</u>	
	L = LANDLORD T = TENANT	% Landlord	% Tenant
Electricity	L	0	100
Gas	L	0	100
Water and Sewer	L	0	100
Garbage/Trash	T	0	100
Janitor/Cleaning	T	0	100
Common areas	T	0	100
Other: Snow removal	T	0	100

8. TERMINATION, SURRENDER OF PREMISES AT END OF TERM -- REMOVAL OF FIXTURES.

(a) **TERMINATION.** This lease shall terminate upon expiration of the original term; or if this lease expressly provides for any option to renew, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.

(b) **INTENTIONALLY DELETED.**

(c) **SURRENDER.** Tenant agrees that upon termination of this lease it will surrender and deliver the premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

(d) **HOLDING OVER.** Continued possession by Tenant, beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the Landlord (and absent a written

agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month to month extension of the lease.

(e) **REMOVAL OF FIXTURES.** Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any fixtures or equipment which Tenant has installed in the premises, providing Tenant repairs any and all damages caused by removal.

9. ASSIGNMENT AND SUBLETTING. Any assignment of this lease or subletting of the premises or any part thereof, without the Landlord's written permission shall, at the option of the Landlord, make the rental for the balance of the lease term due and payable at once. Such written permission shall not be unreasonably withheld.

10. REAL ESTATE TAXES.

A. All installments of real estate taxes would become delinquent if not paid during the term of this lease, shall be paid by the parties in the following proportions:

Landlord 100 % Tenant 0 %

B. Any increase in such installments that exceeds the amount of the installment that would be delinquent if not paid by October 1, 2018 shall be paid as follows:

Landlord 100 % Tenant 0 %

C. **PERSONAL PROPERTY TAXES.** Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority against its personal property on the premises during the term of this lease.

D. **SPECIAL ASSESSMENTS.** Special assessments that would be delinquent if not paid during the term of this lease shall be timely paid by the parties in the following proportions:

Landlord 100 % Tenant 0 %

E. Each party reserves its right of protest of any assessment of taxes.

11. INSURANCE.

A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlord as an additional insured.

C. **CERTIFICATES OF INSURANCE.** Prior to the time the lease takes effect the Tenant will provide the Landlord with a certificate of insurance with these property and liability insurance requirements, such certificate shall include 30 days advance notice of cancellation to the Landlord. A renewal certificate shall be provided prior to expiration of the current policies.

D. **ACTS BY TENANT.** Tenant will not do or omit doing of any act which would invalidate any insurance, or increase the insurance rates in force on the premises.

E. **INCREASED RISKS OR HAZARDS.** Tenant further agrees to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said premises and on the building of which said premises are a part, due to increased risks or hazards resulting from Tenant's use of the premises otherwise than as herein contemplated and agreed.

F. Landlord and Tenant shall each provide a copy of this lease to their respective insurers.

12. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. **INDEMNITY.** Except as provided in paragraph 21 (A) (5) and except for the negligence of Landlord, Tenant will protect, defend and indemnify Landlord from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

14. **FIRE AND CASUALTY. (a) PARTIAL DESTRUCTION OF PREMISES.** In the event of a partial destruction or damage of the premises, which is a business interference which prevents the conducting of a normal business operation and which damage is repairable within 60 days after its occurrences, this lease shall not terminate but the rent for the premises shall abate during the time of such business interference. In the event of a partial destruction, Landlord shall repair such damages within 60 days of its occurrence unless prevented from doing so by acts of God, government regulations, or other causes beyond Landlord's reasonable control.

(b) **ZONING.** Should the zoning ordinance of the municipality in which this property is located make it impossible for Landlord to repair or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.

(c) **TOTAL DESTRUCTION OF BUSINESS USE.** In the event of a destruction or damage of the leased premises including the parking area (if parking area is a part of this lease) so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within 60 days this lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within 20 days after such destruction. Tenant shall surrender possession within 10 days after such notice issues and each party shall be released from all future obligations, and Tenant shall pay rent pro rata only to the date of such destruction. In the event of such termination of this lease, Landlord at its option, may rebuild or not, at its discretion.

15. CONDEMNATION.

(a) **DISPOSITION OF AWARDS.** Should the whole or any part of the premises be condemned or taken for any public or quasi-public purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.

(b) **DATE OF LEASE TERMINATION.** If the whole of the demised premises shall be condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved in paragraph 15 (a) above.

16. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant:

1. Failure to pay rent when due.
2. Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to terms of the lease.
3. Abandonment of the premises, "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days.

4. Institution of voluntary bankruptcy proceedings in which the Court orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. consent to additional time shall not be unreasonably withheld by the Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following:

1. Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting.

2. Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give the Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

17. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER. If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 10.00 % per annum, from date of advance.

18. SIGNS. (a) Tenant shall have the right and privilege of attaching, painting or exhibiting signs on the leased premises, provided only (1) that any sign shall comply with the ordinances of municipality in which the property is located and the laws of the State of Iowa; (2) such sign shall not change the structure of the building; (3) such sign, if and when removed, shall not damage the building; and (4) such sign shall be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld.

(b) Landlord during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

19. MECHANIC'S LIENS. Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the premises, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

20. LANDLORD'S LIEN AND SECURITY INTEREST. (a) Said Landlord shall have, in addition to any lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions thereof, kept and used on said premises by Tenant. Landlord may proceed at law or in equity with any remedy provided by law or by this lease for the recovery of rent, or for termination of this lease because of Tenant's default in its performance.

(b) **SPOUSE.** If Tenant's spouse is not a Tenant, then the execution of this instrument by Tenant's spouse shall be for the sole purpose of creating a security interest on personal property and waiving rights of homestead, rights of distributive share, and exemptions.

21. ENVIRONMENTAL.

A. Landlord. To the best of Landlord's knowledge to date:

1. Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

2. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state and local codes, rules and regulations.

3. No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the premises.

4. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances.

5. Landlord shall assume liability and shall indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the Tenant or which condition arises after date of execution but which is not a result of actions of the Tenant.

B. Tenant. Tenant expressly represents and agrees:

1. During the lease term, Tenant's use of the property will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlord. Tenant understands and agrees that Landlord's consent is at Landlord's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlord deems appropriate.

2. During the lease term, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Tenant, and Tenant shall give immediate notice to Landlord of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

3. Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the premises any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlord, who is or may be liable for any such cost and expense.

4. Tenant agrees to indemnify and hold Landlord harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by

Tenant on or after the date of this lease and during any term of this lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution of the value of any leased premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this lease.

22. SUBSTITUTION OF EQUIPMENT, MERCHANDISE, ETC. (a) During its tenancy, the Tenant shall have the right to sell or otherwise dispose of any personal property of the Tenant situated on the premises, when in the judgment of the Tenant it shall have become obsolete, outworn or unnecessary in connection with the operation of the business on the premises; provided, however, that the Tenant shall, in such instance (unless no substituted article or item is necessary) at its own expense, substitute for such items a new or other item in substitution thereof, in like or greater value.

(b) Nothing herein contained shall be construed as denying to Tenant the right to dispose of inventoried merchandise in the ordinary course of the Tenant's trade or business.

23. RIGHTS CUMULATIVE. The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

24. NOTICES AND DEMANDS. Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mail box.

25. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

26. CHANGES TO BE IN WRITING. None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.

27. RELEASE OF DOWER. Spouse of Landlord appears as a signatory to this lease solely for the purpose of releasing dower, or distributive share, unless said spouse is also a co-owner of an interest in the leased premises.

28. **CONSTRUCTION.** Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

29. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

30. **ADDITIONAL PROVISIONS.**

A. **EXISTING SIGNAGE.** Signage on the building at lease inception is the property of Landlord.

B. **CONFERENCE TABLE AND PHONE SYSTEM.** The conference table and phone system are the property of Landlord and may be used by Tenant during the term of the lease.

VANDEE, INC.

JASPER COUNTY BOARD OF SUPERVISORS

_____, LANDLORD

_____, TENANT

Attest:

Dennis Parrott, Jasper County Auditor

Tuesday, November 28, 2017 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Brock, Carpenter and Cupples present and accounted for; Chairman Brock presiding.

Sheriff, John Halferty presented the annual 28E Tobacco Compliance Check Contract with the Iowa Alcoholic Beverages Division for FY 2018. The Jasper County Sheriff's Department will complete Tobacco compliance checks at each business selling tobacco and report any violations back to the state. Sheriff Halferty also presented the Deputy Training Liability Agreement for Brandon Bruxvoort. Deputy Bruxvoort's training will be paid for by the county and Bruxvoort will reimburse the county if he leaves the position within 4 years.

Motion by Cupples and seconded by Carpenter to approve the 28E Tobacco Compliance Check Contract with the Iowa Alcoholic Beverages Division for FY18.

YEA: CARPENTER, CUPPLES, BROCK

Motion by Carpenter and seconded by Cupples to approve the Deputy Training Liability Agreement for Brandon Bruxvoort.

YEA: CARPENTER, CUPPLES, BROCK

Celia Robertson and Ryan Eaton of the IT Department presented the refresh for Data Storage with IP Pathways quotes, Storage as a Service Agreement and Master Service Agreement with IP Pathways. Equipment cost is \$46,000.00, Network switch is \$12,440.00 and labor \$8,000.00. This includes a 3 year service contract. The Sheriff's office will be due for refresh in 1 year as well. This was expected and budgeted for by the IT department. 10% was saved on labor expenses due to renewing during a November promotion.

Motion by Cupples and seconded by Carpenter to approve the IP Pathways Quotes for Equipment cost of \$46,000.00, Network switch of \$12,440.00 and labor \$8,000.00.

YEA: CUPPLES, BROCK, CARPENTER

Motion by Cupples and seconded by Carpenter to approve the IP Pathways Storage as a Service Agreement.

YEA: BROCK, CUPPLES, CARPENTER

Motion by Carpenter and seconded by Cupples to approve the IP Pathways Master Service Agreement.

YEA: CARPENTER, BROCK, CUPPLES

Motion by Carpenter and seconded by Cupples to adopt Resolution 17-83 approving Transfer Order 1386 transferring \$2337.99 from Various Funds to remove old TIF money from funds that will be closed to active TIF funds.

YEA: CUPPLES, BROCK, CARPENTER

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 17-84 approving Transfer Order 1387 transferring \$105,646.13 from Various Funds to 2080 - (2007) TPI/Opus Debt for the December 1, 2017 payment for the bonds dated 11/1/2001 for the TPI/Opus Economic Development Grant.

YEA: CUPPLES, BROCK, CARPENTER

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 17-85 approving Transfer Order 1388 transferring \$13,359.64 from 0810 Colfax Interchange TIF to 2011- (2012A) Debt for the December 1, 2017 payment for the refunding of GO Bonds 2012A and refunding of 2001, 2006, 2012 Debt.

YEA: CUPPLES, BROCK, CARPENTER

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 17-86 approving Transfer Order 1389 transferring \$4887.68 from 0802-Amended 28E Subfund TIF to 2012 (2012B) Debt for the December 1, 2017 payment for refunding of GO Bonds 2012B and refunding of Alpha Products, Federal Avenue & Colfax Hotel 2 Debt.

YEA: BROCK, CUPPLES, CARPENTER

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 17-87 approving Transfer Order 1390 transferring \$840,000.00 from General Fund to Various Funds per the approved 2017-2018 budget Capital Projects.

YEA: CUPPLES, BROCK, CARPENTER

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

The Supervisors discussed the visit to Marion County Public Health last week and they will be visiting Poweshiek County next week. They discussed possible options for the Jasper County Annex Building, no action was taken.

YEA: BROCK, CARPENTER, CUPPLES

Motion by Carpenter and seconded by Cupples to approve Board of Supervisors Minutes for 11/21/2017.

YEA: CARPENTER, CUPPLES, BROCK

Motion by Carpenter and seconded by Cupples to adjourn the Tuesday, November 28, 2017 meeting of the Jasper County Board of Supervisors.

Susan Young, Auditor's Clerk

Joe Brock, Chairman