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 24, 2022 9:30 a.m.

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 Human Resources – Dennis Simon

- a) Hiring Resolution for Sheriff's Office Deputy Sheriff Leon Spataru
- b) Hiring Resolution for Treasurer's Office Driver's License Examiner B Thomas Vanderlaan

Item 2 Building & Grounds – Adam Sparks

- a) Fire Alarm System Quote for the Elections Building
- b) Fire Alarm System Quote for the Armory Building
- c) Fire Alarm System Quote for the Attorney Building

Item 3 Engineer – Michael Frietsch

a) Set Public Hearing for FY2023 Five Year Program (Recommended Dates June 7, June 14 & June 21, 2022 at 9:30a.m.)

Item 4 Conservation – Keri VanZante

- Agreement for use of Secondary Roads for Detours/Road Closures, Red Rock Prairie Trail
 Construction for West 80th Ave West from Prairie Avenue to West 90th Street South
- Item 5 Approval of Liquor License for Sugar Grove Vineyards
- Item 6 Approval of Claims paid through May 24, 2022
- Item 7 Approval of Board of Supervisors Minutes for May 17, 2022

PUBLIC INPUT & COMMENTS

Resolution 22-

WHEREAS, a position vacancy has been approved for the following appointment by the Board of Supervisors through the Personnel Requisition Process.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies the following appointment to the Auditor for payroll implementation:

DEPARTMENT	POSITION	EMPLOYEE	PAY RATE	RANGE/STEP	EFFECTIVE DATE
Sheriff's Office	Deputy Sheriff	Leon Spataru	\$26.58	Hire-In Rate AFSCME Union Scale	06/20/22

Resolution adopted this 24th day of May 2022

	Brandon Talsma, Chairman
Attest:	
Dennis Parrott, Auditor	

Resolution 22-

WHEREAS, a position vacancy has been approved for the following appointment by the Board of Supervisors through the Personnel Requisition Process.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies the following appointment to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	POSITION	<u>EMPLOYEE</u>	PAY RATE	RANGE/STEP	EFFECTIVE DATE
Treasurer's Office	Driver's License Examiner B	Thomas Vanderlaan	\$18.45	Hire-In Rate AFSCME Union Scale	06/1/22

Resolution adopted this 24th day of May 2022

	Brandon Talsma, Chairman
Attest:	
Dennis Parrott, Auditor	

2800 DELAWARE DES MOINES, IA 50317 PH: 515.245.8030 800.798.1440 FAX 515.265.7649
327 FIRST STREET IOWA CITY, IA 52240 PH: 319.337.4434

April 28, 2022

Jasper County 101 1st. N Newton, IA 50208

Re: Fire Alarm System Installation Elections BLDG.

Adam,

Thank you for the opportunity to provide you with a proposal for the installation of the fire alarm system for the above project.

We are proposing a manual fire alarm system per Section 907 Fire alarm and Detection Systems of the 2018 International Fire Code. Under the building classification of Business Group B, 907.2.2.

Equipment:

- (1) Hochiki Addressable 1127 Expandable w/ built in Dialer
- (1) System Sensor Horn Strobes Ceiling Mount
- (1) System Sensor Strobes Ceiling Mount
- (2) Hochiki Addressable Manual Pull Stations.
- (2) Hochiki Analog Smoke Detectors
- (10) Fixed Temp Heat Detectors
- (1) Hochiki ACD-V Smoke/Heat/Co2
- (1) All-American Monitoring GSM

The total cost for us to perform the installation as outlined in this proposal would be \$5,400.00 plus all applicable tax.

A monitoring company is also required. IFEC can offer a third-party company, All American who charges \$35.00 per month for their monitoring, or the owners can choose their own company and provide the information for programming at the time of service.

As we continue to face issues with product availability, this quote does not guarantee product availability at the time of acceptance. IFEC will source equipment as timely as we are able to with current global market conditions.

All work to be completed during normal business hours of 7:30am - 4:30pm Monday – Friday, excluding holidays.

To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Liability Insurance provided by the Distributor, the Distributor shall indemnify and hold harmless the Purchaser, the Purchaser's consultants and agents and employees of any of them from and against claims, damages, losses and expenses including but not limited to attorney's fees, arising out of or resulting from performances of the work, the provision of services or the materials provided (the work) provided that such a claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) but only to the extent caused by the negligent acts or omission of the Distributor, a Subcontractor of the Distributor anyone directly or indirectly employed by them or anyone whose acts they may be liable, regardless of whether or not such a claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Iowa Fire Equipment Company carries a maximum limit for General Liability insurance of \$4,000,000.00, composed of a General Liability Aggregate Limit of \$2,000,000.00 and an Excess/Umbrella Liability Aggregate Limit of \$2,000,000.00. Iowa Fire Equipment Company carries a Workman Compensation insurance limit of \$500,000.00. As these are definitive limits, if our insurance coverage does not meet your specifications, please disregard this proposal.

Iowa Fire Equipment Company accepts Master Card and Visa. There will be a 3.5% convenience fee added to all payment amounts when paying by credit card.

This quote is valid for a 30-day period, unless otherwise authorized by an Iowa Fire Equipment Company representative.

If you have any questions or concerns, please contact us at 515-500-1010 or via email at djrobinson@iafire.com.

Please sign and return one copy of this proposal as your acceptance, and we will contact you to discuss scheduling.

Respectfully,

Of Robinson

Date_____

Date____

Sales Representative

Iowa Fire Equipment Company

Attest:

Dennis K. Parrott, Auditor

"The bitterness of poor quality remains long after the sweetness of low price is forgotten."





General Fire & Safety Equipment Co.



Des Moines, IA 50316 Voice: 515-265-3206 Fax: 515-265-0840

generalfiredsm@gmail.com

Proposal for:

Jasper Co		
LOC: Election office	NEW FIRE ALARM SYS	
Attn: Adam		

This proposal is confidential and sharing of this pricing is strictly prohibited.

Work Details: Provide and install new fire alarm system for bldg

- 1) Includes the following parts:
 - a. New alarm panel and batteries
 - b. 1 ACD-V smoke/heat detector, 3 Smoke/heat detector, and 10 fixed heat detector
 - c. 4 sensor bases, and 2 pull station, and 1 horn strobe unit and 1 strobe unit
 - d. Cellular dialer for monitoring, install, and 1st year monitoring fee
 - e. Surge suppression equipment
 - f. Installation and test out of system

Additional / optional items

- ** in rare occasions there may be need of an external antenna if signal strength is low
 - Antenna and 30' cable \$400
 - Additional labor to install \$200

Estimated cost of this job: \$4,730.00 Freight included

Nothing else is included in this proposal: Any alteration or deviation from the above specifications involving extra cost, material or labor will only be performed upon your approval, and will become an extra charge over the sum mentioned in this contract. Jasper Co to bring clean 110v needs brought to the panel. Lift not included, additional cost as needed. All agreements preferred in writing.

Thank you for the opportunity to provide this pricing.

Please sign and mail / fax one copy – scheduling arrangements will be made at that time.

Terms: 50% down with order, 25% upon install day, and remainder due upon completion. Late payments subject to 1 1/2% interest and legal fees.

Acceptance Signature:	Date:	Submitted by:	Date:
•		Bruce McCann	7-1-2021
		Operations Manager	5-5-2022
Attest:			
			Quote good for 60 days

Warranties: Customer consents and agrees that company has made no affirmation of fact or promise and that company has not made and now makes no representations as to any matter whatsoever and no warranties or any nature, express or implied, including, but not limited to, the warranty of merchant-ability, the warranty of fitness for particular purpose, and any warranties arising from course of dealing or trade usage in regard to the system including, but not limited to the installation, service, maintenance, operation and on operation of the system or related equipment or another service or equipment performed or sold by company in regard to the system, and no waiver, alteration or modification of the foregoing conditions shall be valid unless made in writing and signed by executive officer of company and customer.

Used equipment including used supplies, is sold "as is" and customer consents and agrees that company has not made and now makes no representations of any nature expressed or implied, including, but not limited to the warranty of merchant-ability, the warranty of fitness for a particular purpose, and any warranties arising from course of dealings or trade usage in regard to the used equipment.

CUSTOMER ASSUMPTION AND RISK: CUSTOMER ACKNOWLEDGES, CONSENTS AND AGREES THAT COMPANY IS NOT AN INSURER AND THAT CUSTOMER ASSUMES ALL RISK OF LOSS OR DAMAGE TO CUSTOMERS PREMISES OR THE CONVENTS THEREOF AS A RESULT OF THE NON-OPERATION OF OR MAL-FUNCTION OF OR THE FAILURE OF THE SYSTEM TO PERFORM FOR ANY REASON.

RELEASE: CUSTOMER HEREBY RELEASES, DISCHARGE AND AGREES TO HOLD COMPANY HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES OR EXPENSE ARISING FROM OR CAUSED BY ANY HAZARD, ACCIDENT OR INCIDENT OF ANY NATURE IN OR ON THE PREMISES OF CUSTOMER WHETHER SAID CLAIM IS MADE BY CUSTOMER, CUSTOMERS AGENTS, CUSTOMERS INSURANCE COMPANY, CUSTOMERS EMPLOYEES, CUSTOMERS INVITES OR ANY OTHER PARTIES CLAIMING, UNDER OR THROUGH CUSTOMER OR BY REASON OF CUSTOMERS BUSINESS OR PLACE OF BUSINESS.

INDEMNIFICATION: IN THE EVENT ANY PERSON, NOT A A PARTY TO THIS AGREEMENT, INCLUDING CUSTOMERS INSURANCE COMPANY, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST COMPANY FOR ANY REASON WHATSOEVER BASED UPON OR REGARDING, THE OPERATION OF THE SYSTEM, OR RELATED EQUIPMENT, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD COMPANY HARMLESS FROM ANY AND ALL CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGE, EXPENSES, COST AND ATTORNEY FEES, WHETHER THESE CLAIMS BE BASED UPON ALLEGED INTENTIONAL CONDUCT, ACTIVE OR PASSIVE NEGLIGENCE, STRICT OR PRODUCT LIABILITY, ALLEGED WARRANTY OR ANY OTHER CLAIMS OR CAUSE OF ACTION ALLEGING LIABILITY, ON THE PAR OF COMPANY, ITS AGENTS, SERVANTS OR EMPLOYEES. CUSTOMER AGREES TO INDEMNIFY COMPANY AGAINST, DEFEND AND HOLD COMPANY HARMLESS FROM ANY ACTION FOR SUBROGATION WHICH MAY BE BROUGHT AGAINST COMPANY BY ANY INSURER OR INSURANCE COMPANY OR ITS AGENTS OR ASSIGNS INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS FEES.

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INTEGRATION OF AGREEMENT: THIS AGREEMENT CONSTITUTES THE ENTIRE AND COMPLETE AGREEMENT BETWEEN COMPANY AND CUSTOMER AND THERE ARE NO CONDITIONS, AGREEMENTS, REPRESENTATIONS OR UNDERSTANDINGS, EITHER ORAL OR WRITTEN. THIS AGREEMENT MAY NOT BE MODIFIED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY COMPANY AND CUSTOMER.

2800 DELAWARE DES MOINES, IA 50317 PH: 515.265.8030 800.798.1440 FAX 515.265.7649
327 FIRST STREET IOWA CITY, IA 52240 PH: 319.337.4434

April 28, 2022

Jasper County 101 1st. N Newton, IA 50208

Re: Fire Alarm System Installation Armory BLDG.

Adam,

Thank you for the opportunity to provide you with a proposal for the installation of the fire alarm system for the above project.

We are proposing a manual fire alarm system per Section 907 Fire alarm and Detection Systems of the 2018 International Fire Code. Under the building classification of Business Group B, 907.2.2.

Equipment:

- (1) Hochiki Addressable 1127 Expandable w/ built in Dialer
- (6) System Sensor Horn Strobes Ceiling Mount
- (2) System Sensor Strobes Ceiling Mount
- (7) Hochiki Addressable Manual Pull Stations.
- (7) Hochiki Analog Smoke Detectors
- (10) Fixed Temp Heat Detectors
- (1) Hochiki ACD-V Smoke/Heat/Co2
- (1) All-American Monitoring GSM

The total cost for us to perform the installation as outlined in this proposal would be \$15,185.00 plus all applicable tax.

A monitoring company is also required. IFEC can offer a third-party company, All American who charges \$35.00 per month for their monitoring, or the owners can choose their own company and provide the information for programming at the time of service.

As we continue to face issues with product availability, this quote does not guarantee product availability at the time of acceptance. IFEC will source equipment as timely as we are able to with current global market conditions.

All work to be completed during normal business hours of 7:30am - 4:30pm Monday - Friday, excluding holidays.

To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Liability Insurance provided by the Distributor, the Distributor shall indemnify and hold harmless the Purchaser, the Purchaser's consultants and agents and employees of any of them from and against claims, damages, losses and expenses including but not limited to attorney's fees, arising out of or resulting from performances of the work, the provision of services or the materials provided (the work) provided that such a claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) but only to the extent caused by the negligent acts or omission of the Distributor, a Subcontractor of the Distributor anyone directly or indirectly employed by them or anyone whose acts they may be liable, regardless of whether or not such a claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Iowa Fire Equipment Company carries a maximum limit for General Liability insurance of \$4,000,000.00, composed of a General Liability Aggregate Limit of \$2,000,000.00 and an Excess/Umbrella Liability Aggregate Limit of \$2,000,000.00. Iowa Fire Equipment Company carries a Workman Compensation insurance limit of \$500,000.00. As these are definitive limits, if our insurance coverage does not meet your specifications, please disregard this proposal.

Iowa Fire Equipment Company accepts Master Card and Visa. There will be a 3.5% convenience fee added to all payment amounts when paying by credit card.

This quote is valid for a 30-day period, unless otherwise authorized by an Iowa Fire Equipment Company representative.

If you have any questions or concerns, please contact us at 515-500-1010 or via email at djrobinson@iafire.com.

Please sign and return one copy of this proposal as your acceptance, and we will contact you to discuss scheduling.

Respectfully,	
DI Robinson	Acceptance
DJ Robinson Sales Representative	Date
Iowa Fire Equipment Company	Attest:
	Dennis K. Parrott, Auditor

"The bitterness of poor quality remains long after the sweetness of low price is forgotten."

"With a commitment to

Customer Satisfaction*





General Fire & Safety Equipment Co.



Des Moines, IA 50316 Fax: 515-265-0840 Voice: 515-265-3206

generalfiredsm@gmail.com

Proposal for:

Jasper Co		
LOC: Armory	NEW FIRE ALARM SYS	
Attn: Adam		

This proposal is confidential and sharing of this pricing is strictly prohibited.

Work Details: Provide and install new fire alarm system for bldg

- 1) Includes the following parts:
 - a. New alarm panel and batteries
 - b. 1 ACD-V smoke/heat detector, 7 Smoke/heat detector, and 10 fixed heat detector
 - c. 18 sensor bases, and 7 pull station, and 6 horn strobe unit and 2 strobe unit
 - d. Cellular dialer for monitoring, install, and 1st year monitoring fee
 - e. Surge suppression equipment
 - f. Installation and test out of system

Additional / optional items

- ** in rare occasions there may be need of an external antenna if signal strength is low
 - Antenna and 30' cable \$400
 - Additional labor to install \$200

Estimated cost of this job: \$12,100.00 Freight included

Nothing else is included in this proposal: Any alteration or deviation from the above specifications involving extra cost, material or labor will only be performed upon your approval, and will become an extra charge over the sum mentioned in this contract. Jasper Co to bring clean 110v needs brought to the panel. Lift not included, additional cost as needed. All agreements preferred in writing.

Thank you for the opportunity to provide this pricing. Please sign and mail / fax one copy – scheduling arrangements will be made at that time.

Terms: 50% down with order, 25% upon install day, and remainder due upon completion. Late payments subject to 1 1/2% interest and legal fees.

Acceptance Signature:	Date:	Submitted by:	Date:
-		Bruce McCann	7-1-2021
Attest:		—— Operations Manager	
Attest:			
			Quote good for 60 days

FIRE ALARM SYSTEMS - MONITORING - FIRE EXTINGUISHERS

Warranties: Customer consents and agrees that company has made no affirmation of fact or promise and that company has not made and now makes no representations as to any matter whatsoever and no warranties or any nature, express or implied, including, but not limited to, the warranty of merchant-ability, the warranty of fitness for particular purpose, and any warranties arising from course of dealing or trade usage in regard to the system including, but not limited to the installation, service, maintenance, operation and on operation of the system or related equipment or another service or equipment performed or sold by company in regard to the system, and no waiver, alteration or modification of the foregoing conditions shall be valid unless made in writing and signed by executive officer of company and customer.

Used equipment including used supplies, is sold "as is" and customer consents and agrees that company has not made and now makes no representations of any nature expressed or implied, including, but not limited to the warranty of merchant-ability, the warranty of fitness for a particular purpose, and any warranties arising from course of dealings or trade usage in regard to the used equipment.

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2800 DELAWARE DES MOINES, IA 50317 PH: 515.265.8030 800.798.1440 FAX 515.265.7649
327 FIRST STREET IOWA CITY, IA 52240 PH: 319.337.4434

April 28, 2022

Jasper County 101 1st. N Newton, IA 50208

Re: Fire Alarm System Installation Attorney Office.

Adam,

Thank you for the opportunity to provide you with a proposal for the installation of the fire alarm system for the above project.

We are proposing a manual fire alarm system per Section 907 Fire alarm and Detection Systems of the 2018 International Fire Code. Under the building classification of Business Group B, 907.2.2.

Equipment:

- (1) Hochiki Addressable 1127 Expandable w/ built in Dialer
- (8) System Sensor Horn Strobes Ceiling Mount
- (3) System Sensor Strobes Ceiling Mount
- (4) Hochiki Addressable Manual Pull Stations.
- (6) Hochiki Analog Smoke Detectors
- (10) Fixed Temp Heat Detectors
- (2) Hochiki ACD-V Smoke/Heat/Co2
- (1) All-American Monitoring GSM

The total cost for us to perform the installation as outlined in this proposal would be \$10,885.00 plus all applicable tax.

A monitoring company is also required. IFEC can offer a third-party company, All American who charges \$35.00 per month for their monitoring, or the owners can choose their own company and provide the information for programming at the time of service.

As we continue to face issues with product availability, this quote does not guarantee product availability at the time of acceptance. IFEC will source equipment as timely as we are able to with current global market conditions.

All work to be completed during normal business hours of 7:30am - 4:30pm Monday - Friday, excluding holidays.

To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Liability Insurance provided by the Distributor, the Distributor shall indemnify and hold harmless the Purchaser, the Purchaser's consultants and agents and employees of any of them from and against claims, damages, losses and expenses including but not limited to attorney's fees, arising out of or resulting from performances of the work, the provision of services or the materials provided (the work) provided that such a claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) but only to the extent caused by the negligent acts or omission of the Distributor, a Subcontractor of the Distributor anyone directly or indirectly employed by them or anyone whose acts they may be liable, regardless of whether or not such a claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Iowa Fire Equipment Company carries a maximum limit for General Liability insurance of \$4,000,000.00, composed of a General Liability Aggregate Limit of \$2,000,000.00 and an Excess/Umbrella Liability Aggregate Limit of \$2,000,000.00. Iowa Fire Equipment Company carries a Workman Compensation insurance limit of \$500,000.00. As these are definitive limits, if our insurance coverage does not meet your specifications, please disregard this proposal.

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Please sign and return one copy of this proposal as your acceptance, and we will contact you to discuss scheduling.

Respectfully,

Of Robinson

Date_____

Sales Representative

Iowa Fire Equipment Company

Attest:

Dennis K. Parrott, Auditor

"The bitterness of poor quality remains long after the sweetness of low price is forgotten."





General Fire & Safety Equipment Co.



Des Moines, IA 50316 Voice: 515-265-3206 Fax: 515-265-0840

generalfiredsm@gmail.com

Proposal for:

Jasper Co		
LOC: Attorney Office	NEW FIRE ALARM SYS	
Attn: Adam		

This proposal is confidential and sharing of this pricing is strictly prohibited.

Work Details: Provide and install new fire alarm system for bldg

- 1) Includes the following parts:
 - a. New alarm panel and batteries
 - b. 2 ACD-V smoke/heat detector, 6 Smoke/heat detector, and 10 fixed heat detector
 - c. 8 sensor bases, and 4 pull station, and 8 horn strobe unit and 3 strobe unit
 - d. Cellular dialer for monitoring, install, and 1st year monitoring fee
 - e. Surge suppression equipment
 - f. Installation and test out of system

Additional / optional items

- ** in rare occasions there may be need of an external antenna if signal strength is low
 - Antenna and 30' cable \$400
 - Additional labor to install \$200

Estimated cost of this job: \$8,250.00 Freight included

Nothing else is included in this proposal: Any alteration or deviation from the above specifications involving extra cost, material or labor will only be performed upon your approval, and will become an extra charge over the sum mentioned in this contract. Jasper Co to bring clean 110v needs brought to the panel. Lift not included, additional cost as needed. All agreements preferred in writing.

Thank you for the opportunity to provide this pricing.

Please sign and mail / fax one copy – scheduling arrangements will be made at that time.

Terms: 50% down with order, 25% upon install day, and remainder due upon completion. Late payments subject to 1 ½% interest and legal fees.

Acceptance Signature:	Date:	Submitted by:	Date:
		Bruce McCann	7-1-2021
Attact		Operations Manager	5-5-2022
Attest:			
			Quote good for 60 days

Warranties: Customer consents and agrees that company has made no affirmation of fact or promise and that company has not made and now makes no representations as to any matter whatsoever and no warranties or any nature, express or implied, including, but not limited to, the warranty of merchant-ability, the warranty of fitness for particular purpose, and any warranties arising from course of dealing or trade usage in regard to the system including, but not limited to the installation, service, maintenance, operation and on operation of the system or related equipment or another service or equipment performed or sold by company in regard to the system, and no waiver, alteration or modification of the foregoing conditions shall be valid unless made in writing and signed by executive officer of company and customer.

Used equipment including used supplies, is sold "as is" and customer consents and agrees that company has not made and now makes no representations of any nature expressed or implied, including, but not limited to the warranty of merchant-ability, the warranty of fitness for a particular purpose, and any warranties arising from course of dealings or trade usage in regard to the used equipment.

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RELEASE: CUSTOMER HEREBY RELEASES, DISCHARGE AND AGREES TO HOLD COMPANY HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES OR EXPENSE ARISING FROM OR CAUSED BY ANY HAZARD, ACCIDENT OR INCIDENT OF ANY NATURE IN OR ON THE PREMISES OF CUSTOMER WHETHER SAID CLAIM IS MADE BY CUSTOMER, CUSTOMERS AGENTS, CUSTOMERS INSURANCE COMPANY, CUSTOMERS EMPLOYEES, CUSTOMERS INVITES OR ANY OTHER PARTIES CLAIMING, UNDER OR THROUGH CUSTOMER OR BY REASON OF CUSTOMERS BUSINESS OR PLACE OF BUSINESS.

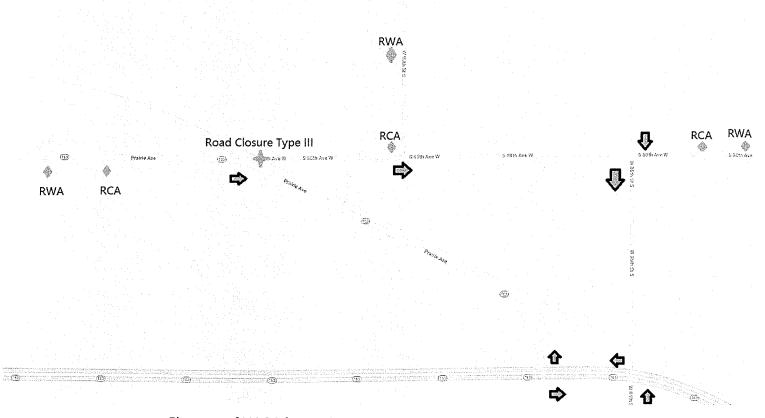
INDEMNIFICATION: IN THE EVENT ANY PERSON, NOT A A PARTY TO THIS AGREEMENT, INCLUDING CUSTOMERS INSURANCE COMPANY, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST COMPANY FOR ANY REASON WHATSOEVER BASED UPON OR REGARDING, THE OPERATION OF THE SYSTEM, OR RELATED EQUIPMENT, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD COMPANY HARMLESS FROM ANY AND ALL CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGE, EXPENSES, COST AND ATTORNEY FEES, WHETHER THESE CLAIMS BE BASED UPON ALLEGED INTENTIONAL CONDUCT, ACTIVE OR PASSIVE NEGLIGENCE, STRICT OR PRODUCT LIABILITY, ALLEGED WARRANTY OR ANY OTHER CLAIMS OR CAUSE OF ACTION ALLEGING LIABILITY, ON THE PAR OF COMPANY, ITS AGENTS, SERVANTS OR EMPLOYEES. CUSTOMER AGREES TO INDEMNIFY COMPANY AGAINST, DEFEND AND HOLD COMPANY HARMLESS FROM ANY ACTION FOR SUBROGATION WHICH MAY BE BROUGHT AGAINST COMPANY BY ANY INSURER OR INSURANCE COMPANY OR ITS AGENTS OR ASSIGNS INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS FEES.

CUSTOMER'S DUTIES: CUSTOMER WILL EXTEND TO COMPANY ALL COOPERATION NECESSARY TO PERMIT COMPANY TO PERFORM THE SERVICES PROVIDED HEREIN. CUSTOMER AGREES TO KEEP THE SYSTEM AND THE SURROUNDING AREA FREE AND CLEAR FROM ANY GREASE, DIRT OR OTHER DEBRIS AT ALL TIMES. CUSTOMER SHALL IMMEDIATELY NOTIFY COMPANY IN THE EVENT THE SYSTEM IS ACTIVATED AND DISCHARGED BECAUSE OF FIRE OR ANOTHER REASON. CUSTOMER AGREES AND ACKNOWLEDGES THAT CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ALL TRAINING AND INSTRUCTION IN REGARD TO THE USE AND OPERATION OF THE EQUIPMENT SERVICED BY THE AGREEMENT.

INTEGRATION OF AGREEMENT: THIS AGREEMENT CONSTITUTES THE ENTIRE AND COMPLETE AGREEMENT BETWEEN COMPANY AND CUSTOMER AND THERE ARE NO CONDITIONS, AGREEMENTS, REPRESENTATIONS OR UNDERSTANDINGS, EITHER ORAL OR WRITTEN. THIS AGREEMENT MAY NOT BE MODIFIED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY COMPANY AND CUSTOMER.

AGREEMENT FOR USE OF SECONDARY ROADS FOR INCIDENT MANAGEMENT TEMPORARY DETOUR ROUTES

	is entered into	by and betwe	en the Howrey Cons		etion, Inc., nereinatte of Supervisors, herein			and the
Jasper WUEDEAS the	Hourou Constr	uotion Inc. h	*		,			emporarily close
	•	Daniela A			NTRACTOR, has d		scessary to te	Theorems close
West 80 th Avenue 1	West fror 1, 2022	***************************************	June 17, 2022	to	West 90th Stree	t South		
for the purpose	of construction	and ending , reconstruction ry detours ar	on, maintenance, n	- atura sepa	al disasters, or othe arate detour agreem	r emergencies nent (Form 810	s that are 48 h 0076)); and	nours or longer
WHEREAS, the de	etours utilized p	oursuant to thi	is Agreement are no	ot su	bject to Iowa Code	Sections 313.2	18 and 313.29	, and
WHEREAS, author to assure structura accommodate the	al and operation	nal adequacy	g both the CITY and of the routes and to	d the	CONTRACTOR shermine the appropria	nall jointly inspe ate measures t	ect the propos to be taken to	sed detour routes
WHEREAS, the C Manual on Uniform				tour	signs and provide a	II traffic control	devices requi	ired by the
and signs and, if n	ecessary, ente	r into a new A	greement due to ch	ang	NTRACTOR and thing circumstances. Tonger than 5 years f	This agreemen	nt shall remain	n in effect until
WHEREAS, the C permitted loads up if the allowable loads	to 156,000 lbs	. The COUNT	TRACTOR if a brid TY shall inform the 0	ge o CITY	r structure on the de of the allowable loa	etour route can ad limit so that	not carry lega the route can	il loads or be reviewed, or
NOW, THEREFOR			ie Ave, S 80 th Ave \	/V, V	/ 90 th St S, W 86 th S	t S, and Highw	/ay 163 can b	e used as a
IN WITNESS WHE			ITY have caused th	is A	greement to be exec	cuted by proper	r officers there	eunto duly
					Kar	<u> </u>		5/19/22
County representative	/e		Date		Contractor repres	sentative		Date
				_	Brian Madser			
Printed name and titl	e of county repre	sentative			Printed name an	d title of city repr	esentative	
Attest:								
Dennis K. Parrott, Ja	asper County Au	ditor						



Closure of W 80th Ave W

May 17, 2022

Tuesday, May 17, 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 an Amendment to the 2012 Agreement between Tyler Technologies and Jasper County for access to and services supporting software used by the County with the fee to be \$49,466 annually.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve the use of the Courthouse lawn by Newton Farmers Market every Tuesday from 4:00 to 6:30 p.m. beginning June 7, 2022, through September 27, 2022, Thunder Nites, June 10, 2022, July 8, 2022, and August 12, 2022, and the Newton Classic Car Show, June 11, 2022.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve an agreement between Jasper County and Mahaska County for the use of F-62 E from the Poweshiek County Line west to Lynnville and F-62 E west from Lynnville to T-33 S. because of the temporary closure of Mahaska County Route G5T from New Sharon to Mahaska County Route T33 beginning June 2022 and ending August 2022.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve the invoice for bridge deck repair on 5 bridges by DENCO Highway Construction Co.in the amount of \$93,311.12.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve the final payment estimate for project 50-C050-121, bridge replacement by Herberger Construction.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve Board of Supervisors Minutes for May 10, 2022.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to adjourn the Tuesday, May 17, 2022, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, CARPENTER, TALSMA

Dennis K. Parrott, Auditor	Brandon Talsma, Chairman