



# BOARD OF SUPERVISORS

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

Thad Nearmyer

Doug Cupples

Brandon Talsma

**June 23, 2026**

**9:30 a.m.**

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

Live Stream: <https://vimeo.com/event/5889147?fl=so&fc=fs>

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

## Pledge of Allegiance

### Item 1 Public Hearing 2<sup>nd</sup> Reading – Community Development – Kevin Luetters

- a) Keith & Susan Jones Requesting a Rezone for [Parcel #13.23.300.018](#) / 5911 Hwy S-74 S in Newton from Agricultural (A) to Rural Residential (RR1)

Commencing at the S.W. corner of Section 23, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, thence North 45° 37' East 634.0 ft. to the point of beginning, (Which point is 453.1 ft. East and 443.46 ft. North of the S.W. corner of said Section 23) thence North 5°16'30" East 241.48 ft., thence South 84°03' East 178.92 ft., thence Southwesterly along a 895.0 ft. radius curve bearing Westerly with the chord bearing South 28°58'30" West 273.50 ft., thence North 75°37' West 69.85 ft. to the point of beginning. Note: The South line of the SW 1/4 23-79-19 is assumed to bear due East. And Parcel G, Located in Parcel C, as Shown on the Plat of Survey Recorded in File 2007-07514 of the Jasper County Recorder, on the Corrected Plat of Survey Recorded in File 2026-02542 of the Jasper County Recorder, in the Southwest 1/4 of the South Southwest 1/4 (SW 1/4-SW 1/4) OF Section 23, Township 79 North, Range 19 West of the 5TH P.M., JASPER COUNTY, IOWA.

### Item 2 Jasper County Sheriff – Brad Shutts

- a) 28E Agreement between Polk Co. & Jasper Co. for services in Mitchellville, Iowa

### Item 3 Human Resources – Dennis Simon

- a) Hiring Resolution for the Sheriff's Office Part-Time Advanced Life Provider (Paramedic) – Reid Taylor

### Item 4 Auditor – Jenna Jennings

- a) Approval of Election Systems & Software Agreement

### Item 5 Engineer – Mike Frietsch

- a) Approve Final Plans for the Replacement of Bridge A08  
b) Approve Final Plans for the Replacement of Bridge L01  
c) Approve Final Plans for the Replacement of Bridge R20  
d) Approve Certificate of Completion and Final Acceptance of Agreement Work (Form 640003) for Project No. RC-C050(155)—9A-50  
e) Approve 28E Agreement with the City of Newton Establishing the Division of Costs and Responsibilities for the Replacement of Bridge M02

### Item 6 Resolution for Transfer Order #1589

### Item 7 Appropriation Resolution for FY2026-2027 Budget

### Item 8 Approval of Board of Supervisors Minutes for June 16, 2026

### Item 9 Board Appointments

## PUBLIC INPUT & COMMENTS

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# BOARD OF SUPERVISORS

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*Page 2*

**Closed Session requested by Jenna Jennings in Accordance with Iowa Code Section 21.5(c)** to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in the litigation.

**Closed Session requested by Scott Nicholson & Mike Frietsch in Accordance with Iowa Code Section 21.5(c)** to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in the litigation.

**Closed Session requested by Scott Nicholson & Kevin Luetters in Accordance with Iowa Code Section 21.5(j)** to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

## **After Regular Meeting - Work Session**

- Armory Property
- House File 2490
- Flock Cameras ROW Agreement



## Rezone Request

R-2026-005

Keith & Susan Jones requests that the property described as:

Commencing at the S.W. corner of Section 23, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, thence North 45° 37' East 634.0 ft. to the point of beginning, (Which point is 453.1 ft. East and 443.46 ft. North of the S.W. corner of said Section 23) thence North 5°16'30" East 241.48 ft., thence South 84°03' East 178.92 ft., thence Southwesterly along a 895.0 ft. radius curve bearing Westerly with the chord bearing South 28°58'30" West 273.50 ft., thence North 75°37' West 69.85 ft. to the point of beginning. Note: The South line of the SW 1/4 23-79-19 is assumed to bear due East.

And

PARCEL G, LOCATED IN PARCEL C, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN FILE 2007-07514 OF THE JASPER COUNTY RECORDER, ON THE CORRECTED PLAT OF SURVEY RECORDED IN FILE 2026-02542 OF THE JASPER COUNTY RECORDER, IN THE SOUTHWEST 1/4 OF THE SOUTH SOUTHWEST 1/4 (SW 1/4-SW 1/4) OF SECTION 23, TOWNSHIP 79 NORTH, RANGE 19 WEST OF THE 5TH P.M., JASPER COUNTY IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS BEGINNING AT AN EASTERLY CORNER OF SAID PARCEL C, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT A, AS SHOWN ON THE RETRACEMENT PLAT OF SURVEY RECORDED IN BOOK 1125, PAGE 710 OF THE JASPER COUNTY RECORDER, THENCE S83°38'52"W, A DISTANCE OF 112.69 FEET, THENCE N12°57'10"W, A DISTANCE OF 75.53 FEET, THENCE N04°40'50"E, A DISTANCE OF 93.53 FEET, THENCE NORTHEASTERLY A DISTANCE OF 74.89 FEET ALONG A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 132.65 FEET, A CHORD BEARING OF N65°27'58"E, A CHORD LENGTH OF 73.90 FEET, AND A DELTA ANGLE OF 32°20'50° TO THE WEST LINE OF SAID LOT A, THENCE S04°40'50"W ALONG SAID WEST LINE, A DISTANCE OF 169.08 FEET TO THE SOUTHWEST CORNER OF SAID LOT A, THENCE S76°18'37"E ALONG THE SOUTHERLY LINE OF SAID LOT A, A DISTANCE OF 69.85 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 11,947 SQUARE FEET, OR, 0.27 ACRES, SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, AND COVENANTS OF RECORD.

Be rezoned to Rural Residential "RR1"

We, the Jasper County Board of Supervisors, do approve the rezoning of the requested property and therefore do amend the Jasper County Zoning Map to reflect the change requested in the above petition.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2026

Print \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Auditor

Print \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Chairperson



JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division
315 W 3rd ST N - #150 Newton, IA 50208 ph: 641-792-3084

R-2026-005

Keith & Susan Jones request that the following described property be rezoned from Agricultural "A" to Rural Residential "RR1" to comply with Jasper County Ordinance #04G.

Address: 5911 - Hwy S-74 S, Newton, IA 50208

Proposed Parcel 13.23.300.017

Handwritten: 18 MS S.M.J-KCJ

Print Susan M. Jones Signature Susan M. Jones Date 5-4-2026

Print KEITH C. JONES Signature Keith C. Jones Date 5-4-2026

Jasper County Zoning Commission recommends that this rezoning request be/not be granted.

2 Aye 0 Nay

Print Ross Baxter Signature [Signature] Date 5/27/2026
Chairperson Jasper County Zoning Commission

State of Iowa, Jasper County

On this 27 day of May, before me Brett Jennings, a Notary Public in and for the State of Iowa, appeared Ross Baxter to me personally known to be the chairperson of the Jasper County Zoning Commission and that said Rezoning Request was signed by him/her on behalf of said Jasper County Zoning Commission. Witness my hand and Notary Seal the day and year above written.

[Signature]

Notary in and for the State of Iowa



**AGRICULTURAL TOLERANCE EASEMENT**

Keith & Susan Jones are the record equitable titleholders of real property described as follows:

In accordance with the conditions set forth in the decision of Jasper County dated \_\_\_\_\_ approving a rezoning for residential development on the above-described property, and in consideration of such approval, granters grant to the owners of all property adjacent to the above-described property, a perpetual nonexclusive easement as follows:

Commencing at the S.W. corner of Section 23, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, thence North 45° 37' East 634.0 ft. to the point of beginning, (Which point is 453.1 ft. East and 443.46 ft. North of the S.W. corner of said Section 23) thence North 5°16'30" East 241.48 ft., thence South 84°03' East 178.92 ft., thence Southwesterly along a 895.0 ft. radius curve bearing Westerly with the chord bearing South 28°58'30" West 273.50 ft., thence North 75°37' West 69.85 ft. to the point of beginning. Note: The South line of the SW 1/4 23-79-19 is assumed to bear due East.

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1. The granters, their heirs, successors, and assigns acknowledge by the granting of this easement that the above-described property is situated in an agricultural area and may be subjected to conditions resulting from existing commercial agricultural operations on adjacent lands. Such existing operations may include the cultivation, harvesting, and storage of crops and livestock raising and the application of chemicals, operation of machinery, application of irrigation water, and other accepted and customary activities including hunting and recreational shooting sports conducted in accordance with federal and state laws. These activities ordinarily and necessarily produce noise, odors, dust, smoke, and other conditions that may conflict with grantor's use of grantor's property for residential purposes. Granters hereby waive all common law rights to object to existing normal and customary activities legally conducted on adjacent lands which may conflict with grantor's use of grantor's property for residential purposes and granters hereby grant an easement to adjacent property owners for such existing activities.
2. Nothing in this easement shall grant a right to adjacent property owners for ingress or egress upon or across

R-2026-005

the above-described property. Nothing in this easement shall prohibit or otherwise restrict the grantors from enforcing or seeking enforcement of statutes or regulations of governmental agencies for activities conducted on adjacent properties.

This easement is appurtenant to all property adjacent to the above-described property and shall bind the heirs, successors, and assigns of grantors and shall endure for the benefit of the adjoining landowners, their heirs, successors, and assigns. The adjacent landowners, their heirs, successors, and assigns are hereby expressly granted the right of third-party enforcement of the easement.

In witness whereof, the grantors have executed this easement dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Print \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Print \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Grantor

State of Iowa, Jasper County

On this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared \_\_\_\_\_ (and \_\_\_\_\_), (single) (husband and wife), to me known to be the same and identical person(s) named in and who executed the within and foregoing instrument and acknowledged the execution thereof as a voluntary act and deed.

[Place Notary Seal Here]

Notary Signs Here \_\_\_\_\_

Notary Public in and for said County and State. Jasper County, Iowa

My commission expires: \_\_\_\_\_

Jasper County, Iowa  
**Land Evaluation and Site Analysis**  
**Summary Worksheet**

**Owner** Keith & Susan Jones

**Legal Description** \_\_\_\_\_

**Location** 5911 Hwy S-74 S, Newton, IA

**Acres in Parcel** 1

**Date of Evaluation** 5/18/2026

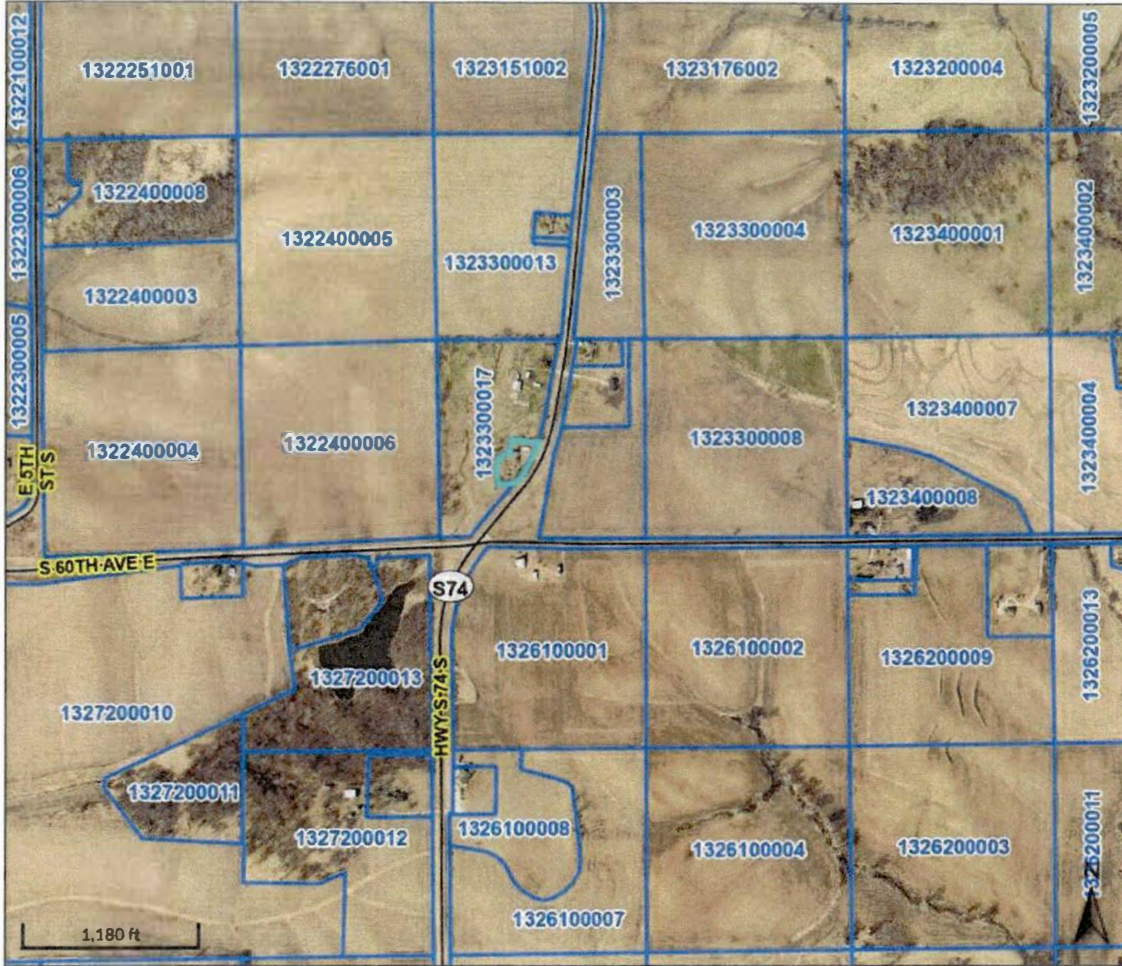
**Evaluated By** Brett Jennings

	POINTS	X WEIGHT FACTOR	SUB TOTAL
<b>PART ONE (LAND EVALUATION)</b>			
1. Average Site Value	68.6	1	68.6
<b>PART TWO (SITE ASSESSMENT)</b>			
1. Viability of Site for Agricultural Use	1	3	3
2. Adjacent Zoning/Use	9	2	18
3. Distance to State Regulated Livestock Production Facility	5	2	10
4. Distance from Access to Paved Road	0	1	0
5. Distance to Incorporated City Boundry	0	1	0
6. Distance to Municipal(Common) Water System	0	1	0
7. Distance to Municipal(Common) Sewer System	0	1	0
<b>TOTAL LESA SCORE</b>			<b>99.6</b>

LOW AG VALUE - Scores less than 125 points  
 AVERAGE AG VALUE - Sores from 126-250 pts.  
 HIGH AG VALUE - Scores higher than 251-362 pts.



# Jasper County, IA



## Overview



## Legend

### Parcels

- Parcel
- BLL
- Condo
- Corporate Limits
- Roads

Parcel ID	1323300018	Alternate ID	n/a	Owner Address	n/a
Sec/Twp/Rng	n/a	Class	n/a		
Property Address		Acreage	n/a		
District	n/a				
Brief Tax Description	n/a				

(Note: Not to be used on legal documents)

### Jasper County Data Disclaimer

#### Please Read Carefully

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

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

Date created: 6/11/2026  
Last Data Uploaded: 6/11/2026 9:01:53 AM

**28E AGREEMENT FOR  
LAW ENFORCEMENT SERVICES  
IN THE CITY OF MITCHELLVILLE, IOWA  
BETWEEN POLK COUNTY, IOWA AND JASPER COUNTY, IOWA**

THIS 28E AGREEMENT, made by and among the parties, the County of Polk and the County of Jasper, with their respective law enforcement agencies, the Polk County Sheriff's Office and the Jasper County Sheriff's Office, is entered into to permit law enforcement services within their boundaries pursuant to Chapter 28E of the Code of Iowa, providing as follows:

**I. PURPOSE**

This 28E Agreement does not contemplate and shall not be construed to limit or expand the powers of the participating entities, except as expressly stated in this 28E Agreement.

WHEREAS, the parties recognize that in certain situations the use of law enforcement officers to perform law enforcement duties outside of the territorial limits of the political subdivision or institution where such officers are legally employed may be desirable and necessary to preserve and protect the health, safety and welfare of the public; and

WHEREAS, the parties recognize that the City of Mitchellville, Iowa corporate limits cross political jurisdictional lines, and is an example of one situation where the use of law enforcement officers outside the territorial limits where such officers are employed may be desirable; and

WHEREAS, the purpose of this agreement is to permit these parties, particularly the Polk County Sheriff's Office to engage in Law Enforcement Services for the City of Mitchellville, Iowa; and

THEREFORE, the undersigned have entered this 28E Agreement with the consideration of the following:

**II. LAW ENFORCEMENT SERVICES**

The Polk County Sheriff offers the following services, negotiated in a separate contract with the City of Mitchellville, Iowa.

- A. Routine patrol, including door checks of commercial establishments;
- B. Enforcement of criminal-related State laws and Local ordinances;
- C. Investigation and follow up of crimes warranting additional investigation in the opinion of the Sheriff's Office;
- D. Specialized traffic and vehicle enforcement operations;
- E. Community policing activities;
- F. Attendance at City Council meetings.

Any individual(s) arrested pursuant to this 28E Agreement shall be initially transported to the Polk County Jail for an initial appearance pursuant to 804.21 & 22.

### **III. AUTHORITY OF PARTICIPATING OFFICERS**

The law enforcement officers under this 28E Agreement shall have full powers as peace officers when participating in services pursuant to this 28E Agreement anywhere in the jurisdictions of the participating agencies. They however shall have no greater authority than they have within their own jurisdiction.

### **IV. EMPLOYMENT STATUS AND COMPENSATION**

All law enforcement officers under this 28E Agreement shall be considered employees of their respective law enforcement agencies and governed by the personnel policies of their employing agency. The employment status of each law enforcement officer shall be determined by the law enforcement agency that employs them. It shall be the sole responsibility of each law enforcement agency participating in this 28E Agreement to provide compensation and appropriate benefits to only its own law enforcement officers who have been selected by the agency head to participate in such investigations. Such compensation shall include, but is not necessarily limited to wages, overtime, injury (Worker's Compensation), death and retirement benefits, and insurance. No participating law enforcement agency shall be required to compensate officers of another agency.

### **V. LIABILITY**

Each law enforcement agency participating under this 28E Agreement shall be responsible for the acts of only its own law enforcement officers who have been appointed and are acting pursuant to this 28E Agreement. To the extent allowed by the Constitution and laws of the State of Iowa, each agency supplying personnel shall indemnify, defend, and hold each other harmless from and against all claims, liabilities, demands, loss, cost and expense including court costs and attorney's fees related to personal injury, death, or damage to persons or property arising out of or connected with and attributable to an act, error, omission or negligence in the performance of any terms, obligations or duties imposed by this 28E Agreement or required by law by the indemnifying Party or that Party's officers or employees or any other person acting on the Party's behalf. Nothing in this paragraph or 28E Agreement shall constitute a waiver of any statutory or common law defenses or immunities available to either party under Iowa law, including defenses and immunities specified under current Iowa Code Chapter 670.

### **VI. TERM**

The term of this 28E Agreement shall commence when approved by the governing body of each law enforcement agency and signed by the representative of each governing body, and shall continue until terminated as provided herein.

**VII. AMENDMENTS/TERMINATION**

This 28E Agreement may be amended at any time by mutual agreement of the parties. Any party desiring an amendment to this 28E Agreement shall notify the other party of its desire and the reason for the request. Such a request shall be in writing to the other parties, and shall be considered by the other parties without unreasonable delay and within no more than ninety (90) days of receipt. Amendments to this 28E Agreement shall be effective only upon ratification by appropriate resolution of the governing body of each agency.

This 28E Agreement may be terminated at any time by the mutual agreement of all parties, or by the governing body of any participating law enforcement agency by furnishing 30 days written notice to the other agencies of the termination.

**VIII. GOVERNING LAW**

This 28E Agreement shall be governed and interpreted under the laws of the State of Iowa.

**IX. ENTIRE 28E AGREEMENT**

This 28E Agreement represents the entire agreement between the parties as to the subject of this 28E Agreement. Any subsequent modification to the terms of this agreement shall be in the form of a duly executed and filed Addendum to this agreement.

IN WITNESS WHEREOF, the parties have executed this 28E Agreement on the dates given below.

**JASPER COUNTY, IOWA**

**POLK COUNTY, IOWA**

\_\_\_\_\_  
Thad Nearmyer  
Chair, Jasper County Board of Supervisors

\_\_\_\_\_  
Matt McCoy  
Chair, Polk County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Jenna Jennings  
Jasper County Auditor

\_\_\_\_\_  
Jamie Fitzgerald  
Polk County Auditor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





11208 JOHN GALT BLVD  
OMAHA, NE 68137-2364  
(402) 593-0101  
Email: Legal@essvote.com

# Sales Order Agreement

B.O. #: 4237

1st Election Date: November 3, 2026

Estimated Delivery Date: July 2026

Customer Contact, Title: Jenna Jennings - County Auditor

Phone Number: 641-792-7016

Customer Name: Jasper County, Iowa

Email Address: jennings@jaspercounty.iowa.gov

Bill To: \_\_\_\_\_

Ship To: \_\_\_\_\_

Jasper County, Iowa

Jasper County, Iowa

Jenna Jennings - County Auditor

Jenna Jennings - County Auditor

P.O. Box 944

101 1st Street N

Newton, IA 50208

Newton, IA 50208

Item	Description	Qty	Price	Total
1	DS300 DS300 Poll Place Scanner and Tabulator: Model DS300 Scanner with Internal Backup Battery, One (1) 4GB CFast Card, Paper Roll, and One (1) 4GB Thumb Drive	20	\$5,995.00	\$119,900.00
2	DS300 Ballot Box with Power Supply and AC Cord	20	\$1,130.00	\$22,600.00
3	DS300 Tote Bin	20	\$395.00	\$7,900.00
4	ExpressVote 3 BMD ExpressVote Universal Voting System: ExpressVote 3 with Internal Backup Battery, One (1) 8GB CFast Card, ADA Keypad, and Power Supply with AC Cord	20	\$4,625.00	\$92,500.00
5	ExpressVote 3 BMD ADA Headphones	20	\$5.00	\$100.00
6	ExpressVote 3 BMD 4GB Thumb Drive	20	\$115.00	\$2,300.00
7	ExpressVote 3 BMD Rolling Case	20	\$250.00	\$5,000.00
8	Software Electionware Software - Reporting Only	1	\$8,300.00	\$8,300.00
9	Software Media Burn Capability	1	\$5,400.00	\$5,400.00
10	DS300 Equipment Installation	20	\$150.00	\$3,000.00
11	ExpressVote 3 BMD Equipment Installation	20	\$140.00	\$2,800.00
12	Services Equipment Operations Training Day	1	\$2,250.00	\$2,250.00
13	Trade-In Allowance Equipment Being Traded-In by Customer Includes: 22 - Model DS200 Scanner 22 - Model DS200 Ballot Box 22 - ExpressVote 2.1 BMD	1	(\$7,700.00)	(\$7,700.00)
14	Shipping Shipping & Handling	1	\$2,000.00	\$2,000.00

Order Subtotal \$ **266,350.00**

Customer Discount **(8,000.00)**

Order Total \$ **258,350.00**

Angie Frison  
Regional Sales Manager

Customer Signature Date

V.P. of Finance Date

Title

**Trade-In Equipment:**

ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

**Payment Terms**

\$129,175.00 of Order Total due on or before July 1, 2026.

\$129,175.00 of Order Total due on or before July 1, 2027.

Invoices are due net 30 from invoice date.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.

**Warranty Period (Years):**

One (1) Year from Equipment Delivery

**Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)**

The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS

## GENERAL TERMS

### 1. Definitions:

All capitalized terms used, but not otherwise defined, in these Hardware Purchase and Software License Terms ("General Terms") or in an Exhibit shall have the following meanings:

- a. "Documentation" means any and all written or electronic documentation furnished or generally made available to Customer by ES&S relating to the ES&S Hardware and ES&S Software, including any operating instructions, user manuals or training materials.
- b. "ES&S Firmware" means ES&S' proprietary software which is installed on the ES&S Hardware.
- c. "ES&S Hardware Maintenance Services" and "ES&S Software License, Maintenance and Support Services" means those services described on Exhibit A.
- d. "ES&S Software" means the ES&S Software and ES&S Firmware as set forth on the front side of this agreement.
- e. "ES&S Hardware" means ES&S's proprietary vote tabulation hardware set forth on the front side of this Agreement.
- f. "Software" means ES&S Software and Third-Party software.
- g. "Third-Party Items" means hardware and software manufactured and developed by parties other than ES&S.

2. **Hardware Purchase and Software License Terms.** Subject to the terms and conditions of this Sales Order Agreement ("Agreement"), ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Hardware and ES&S Software described on the front side of this Agreement. The payment terms for the ES&S Hardware and ES&S Software are set forth on the front side of this Agreement. The consideration for ES&S' grant of the license during the Initial License Term for the ES&S Firmware is included in the cost of the ES&S Hardware.

a. **Hardware Purchase.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Hardware. Title to the ES&S Hardware shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Hardware.

b. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and the Documentation in the Jurisdiction while Customer is using the ES&S Hardware and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Hardware and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent;
- c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent;
- d. Cause or permit any review, testing, examination, or audit of the ES&S Software without ES&S' prior written consent; or
- e. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2(b) shall commence upon the delivery of the ES&S Software described in Section 2(b) and shall continue for a one (1) year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. The license terms for any License Renewal Term shall be set forth on Exhibit A. ES&S may terminate any of the licenses granted hereunder if Customer fails to pay the consideration due for, or breaches Sections 2(b), 3, or 9 with respect to, such licenses. Upon the termination any of the licenses granted in Section 2(b) for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades, or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule solely defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party Items required to operate the Updates, as well as the cost of any replacements, retrofits or modifications to the ES&S Hardware which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates

to the ES&S Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If Customer requests installation of an Update at a time other than a regularly scheduled preventative maintenance event, then Customer shall execute and deliver to ES&S a purchase order therefore and ES&S shall charge Customer accordingly for such installation. ES&S shall also charge Customer at its then-current rates to: (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all ES&S Software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any Third-Party Items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Hardware contracted for herein that may be developed and offered by ES&S in order for such ES&S Hardware to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Hardware and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Hardware and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

### 7. Warranty.

a. **ES&S Hardware/ES&S Software.** ES&S warrants that for a one (1) year period (the "Warranty Period"), it will repair or replace any component of the ES&S Hardware or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, protective coatings, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. The Warranty shall not include the repair or replacement of any ES&S Hardware due to cosmetic damages, including, but not limited to, screen cracks, scratches, dents and broken plastic or any defects resulting from normal wear and tear. ES&S has no obligation under this Agreement to assume the obligations under any existing or expired warranty for a Third-Party Item. Any repaired or replaced item of ES&S Hardware or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Hardware or ES&S Software will become the property of ES&S. This warranty is effective provided that (I) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the ES&S Hardware or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Hardware or ES&S Software to be repaired or replaced has been maintained or repaired by an individual other than an authorized representative of ES&S (IV) the ES&S Hardware or ES&S Software to be repaired or replaced has not been used, displayed, disseminated, transferred, loaned, disassembled, dismantled, modified, and/or tampered with by a third party without ES&S prior written consent (V) the ES&S Hardware or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots, use which is not in accordance with the Documentation or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (VI) Customer has installed and is using the most recent Update provided to it by ES&S. This warranty is void for any units of hardware which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Upon expiration of the Warranty Period, Customer shall be entitled to receive Hardware Maintenance and Software Maintenance and Support Services, the terms of which are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY HARDWARE, SOFTWARE, THIRD-PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED

**AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.**

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any hardware, software or services not provided by ES&S and used with the ES&S Hardware or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation provided by ES&S, the design and configuration of the ES&S Hardware and the format, layout, measurements, design, and all other technical information associated with the ballots to be used with the ES&S Hardware. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Hardware, the ES&S Software, the Documentation, and ballots that are provided, and all permitted copies of the foregoing.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

11. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

12. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or email address set forth on such signature page unless other names or addresses are provided by either or both parties in accordance herewith.

13. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due to ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

14. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S or any business operations thereof to a successor who has asserted its intent to continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

15. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Hardware and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Hardware and ES&S Software, including all components will be provided to Customer with a hardened network in accordance with the guidelines of the United States Election Assistance Commission. In the event Customer fails to maintain the ES&S Software in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

16. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Hardware licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Hardware and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any Third-Party Items that are required in order for the ES&S Hardware and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 16(ii) and 16(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement.

17. **Customer Enhancements.** In the event that Customer requests any future enhancements of the ES&S Hardware and/or ES&S Software ("Enhancements"), such requests shall be submitted in writing to ES&S. ES&S will evaluate each of the Enhancements to determine if any of such Enhancements are technologically feasible, commercially reasonable and consistent with ES&S's security protocol and procedures. In the event that ES&S determines that any of such Enhancements meet the foregoing requirements, then ES&S shall prepare a scope of work which shall include an estimated timeline and the estimated costs for design, development, testing, certification and implementation of such Enhancements (the "SOW"). ES&S shall provide the SOW to Customer for review and written approval. After ES&S's receipt of written approval of the SOW by Customer, ES&S shall prepare a written change order for Customer's execution. ES&S shall solely own and retain any and all intellectual proprietary rights in any Enhancements developed and provided to Customer.

18. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form, or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing hardware, software, and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the hardware, software, or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8-9, 12, 13(b), 14-16, and 18 of these General Terms shall survive any termination or expiration of this Agreement, to the extent applicable.

**EXHIBIT A**  
**ES&S HARDWARE MAINTENANCE AND**  
**SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**  
**(POST-WARRANTY PERIOD)**

**ARTICLE I**  
**GENERAL**

1. **Term; Termination.** This Exhibit A for ES&S Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Post-Warranty Term"). Upon expiration of the Initial Post-Warranty Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Initial Post-Warranty Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the ES&S Hardware Maintenance Services contemplated hereunder, (d) the date on which the ES&S Hardware or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(b), 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide ES&S Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the ES&S Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Post-Warranty Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Post-Warranty Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 10% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for any Add-On units or New Products during the Initial Post-Warranty Term or any Renewal Period thereof, ES&S will charge incremental Software License, Maintenance and Support Fees for any Add-On units or New Products purchased by Customer at the then-current applicable rates at the time.

**ARTICLE II**  
**HARDWARE**

1. **Maintenance Services.** The ES&S Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S Hardware set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services". Routine Maintenance Services shall be provided once each **Twelve**

**(12) Months** during the Initial Post-Warranty Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Initial Post-Warranty Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the ES&S Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) use, modification, dismantling, disassembly, or transfer to third party without ES&S' prior written consent, (3) accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots or use that is not in accordance with instructions or specifications furnished by ES&S or (4) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"), or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for ES&S Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide ES&S Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for ES&S Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Post-Warranty Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide ES&S Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all ES&S Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of ES&S Hardware Maintenance Services; Inspection.** If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving ES&S Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any ES&S Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice, therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any ES&S Hardware Maintenance Services with respect to such Product(s).

### **ARTICLE III** **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software, to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Post-Warranty Term, or any renewal or extension thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms. Unless otherwise agreed to by the parties, and subject to Customer's prior execution of a purchase order therefor, ES&S shall install ES&S Firmware Updates in accordance with Section 5 of the General Terms. ES&S shall install such ES&S Firmware Updates in conjunction with a scheduled Routine Maintenance Services event provided Customer is subscribing to and has paid for ES&S' hardware maintenance services which include Routine Maintenance Services. Customer shall pay ES&S to install all ES&S Firmware Updates which are requested to be installed outside of a scheduled Routine Maintenance Services event or in the event the Customer has not subscribed to ES&S' hardware maintenance services which include Routine Maintenance Services. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) use, modification, dismantling, or transfer to third party without ES&S' prior written consent, (c) accident, theft, vandalism, neglect, abuse, liquid contact or use that is not in accordance with the Documentation, (d) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (e) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (f) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software and/or Third-Party Items or any services required in order to replace the same as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title, and interest in and to all corrections, programs, information, and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information, and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Post-Warranty Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

**Schedule A1  
Pricing Summary**

<b>Sale Summary:</b>		
<b>Description</b>	<b>Refer To</b>	<b>Amount</b>
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$8,100.00
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	\$13,700.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$4,200.00
<b>Total Maintenance Fees for the Initial Post-Warranty Term:</b>		<b>\$26,000.00</b>
<b>Terms &amp; Conditions:</b>		
<b>Note 1:</b> Any applicable state and local taxes are not included and are the responsibility of Customer.		
<b>Note 2: <u>Invoicing and Payment Terms are as Follows:</u></b>		
ES&S shall Invoice Customer annually for each year of the Initial Post-Warranty Term.		
Payment is due before the start of each period within the Initial Post-Warranty Term.		

**ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES**

Initial Post-Warranty Term: Expiration of the Warranty Period through the first anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee in Total
20	Model DS300 Scanner	Year 1	\$250.00	\$5,000.00
20	ExpressVote 3 BMD	Year 1	\$155.00	\$3,100.00
<b>Total Hardware Maintenance Fees for the Initial Post-Warranty Term</b>				<b>\$8,100.00</b>

**Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit under this Exhibit A.**

**Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.**

**Note 3: Customer's Designated Location: Jasper County, Iowa**

**Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.**

**ES&S Hardware Maintenance Services Provided by ES&S Under this Schedule A1**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
  - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
    - Service performed by an ES&S trained and certified technician.
    - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
    - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
    - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
    - Use of a checklist tailored for each piece of ES&S Tabulation Hardware.
5. Repair Services.

- Customer will receive coverage for interim repair calls.
  - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
  - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

**Note:** Except for those ES&S Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other ES&S Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
SOFTWARE**

Initial Post-Warranty Term: Expiration of the Warranty Period through the first anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee in Total
1	ElectionWare Software – Reporting Only	Year 1	\$8,300.00
1	Media Burn Capability	Year 1	\$5,400.00
<b>Total Software License, Maintenance and Support Fees for the Initial Post-Warranty Term</b>			<b>\$13,700.00</b>

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
FIRMWARE**

Initial Post-Warranty Term: Expiration of the Warranty Period through the first anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee in Total
20	Model DS300 Scanner	Year 1	\$115.00	\$2,300.00
20	ExpressVote 3 BMD	Year 1	\$95.00	\$1,900.00
<b>Total Firmware License, Maintenance and Support Fees for the Initial Post-Warranty Term</b>				<b>\$4,200.00</b>

**Software License, Maintenance and Support Services Provided by ES&S under the Agreement**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

**Note:** Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

**Software License, Maintenance and Support and ES&S Hardware Maintenance and Support Services – Customer Responsibilities**

1. Customer shall have completed a full software training session for each product selected.
  - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
  - Customer shall have the ability to install hardware firmware and make changes to date and time settings.
  - Customer shall have the ability to change accessible consumable items on hardware. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer's voter registration system.
5. Customer shall be solely responsible for implementation of any physical, network or other security protocols which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the ES&S Hardware and ES&S Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance, or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Hardware and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.



**Election Systems & Software, LLC**  
 11208 John Galt Blvd  
 Omaha, NE 68137

## EVS 6.5.0.0 Reporting Standard Media Burn Standalone System Purchase Order

This Purchase Order is valid through July 18, 2026

**Jasper County, Iowa**  
 Jasper County Courthouse 101 1st St N Ste 202  
 Newton, IA 50208-0944

Quantity	Part #	Description	Price	Ext. Price
<b>EMS Workstation</b>				
1	96200	<b>DELL PRO 16 CORE5 - NO WLAN-BT</b>	\$1,927.00	\$1,927.00
		<ul style="list-style-type: none"> <li>• Dell Pro 16 (PC16250) XCTO Base</li> <li>• Intel(R) Core(TM) 5 120U (10 cores, up to 5.0 GHz)</li> <li>• 16 GB: 1 x 16 GB, DDR5, 5600 MT/s (5200 MT/s with Intel Core processors)</li> <li>• Integrated Intel(R) graphics for Intel(R) Core(TM) 5 120U processor</li> <li>• 512 GB SSD</li> <li>• 16", Non-Touch, FHD+, 300 nit, 45% NTSC, Anti-Glare, FHD+IR Cam</li> <li>• English US backlit keyboard with numeric keypad</li> <li>• No Wireless LAN Card. No Bluetooth</li> <li>• 3-cell, 45 Wh, ExpressCharge Capable, ExpressCharge Boost Capable</li> <li>• 65W AC adapter, USB Type-C</li> <li>• E4 Power Cord 1M for US</li> <li>• ENERGY STAR Qualified</li> <li>• Dell Pro 16 Mix Model Type-C</li> <li>• EPEAT 2018 Registered (Gold)</li> <li>• Intel® Rapid Storage Technology Driver</li> <li>• Intel vPro Enterprise Management Not Offered</li> <li>• Intel(R) Core(TM) 5 Label</li> <li>• ProSupport and Next Business Day Onsite Service Extension, 48 Month(s)</li> <li>• ProSupport and Next Business Day Onsite Service Initial, 12 Month(s)</li> </ul>		
1	96002	<b>DELL EXTERNAL USB SLIM DVD+/-RW OPTICAL DRIVE</b>	\$70.00	\$70.00
1	96127	<b>Security Key - 1GB U40GTQHJD-10042-D Bitlocker</b>	\$60.00	\$60.00
1	96129	<b>MICROSOFT WIN10 IOT ENT 2021 LTSC VALUE</b>	\$140.00	\$140.00
1	96137	<b>YUBICO YubiKey 5</b>	\$85.00	\$85.00
<b>Miscellaneous Components</b>				
1	97-10049-01	<b>Brother HL-EX415DSWV B&amp;W Duplex Laser Report Printer</b>	\$759.00	\$759.00
1	96016	<b>STARTECH 6' USB 2.0 A-B CABLE - PRINTER</b>	\$8.00	\$8.00
<b>Services</b>				
1	510210	<b>Standalone EMS Installation</b>	\$1,540.00	\$1,540.00

Quantity	Part #	Description	Price	Ext. Price
		<ul style="list-style-type: none"> <li>• Staging of EMS workstations at ES&amp;S Technical Services lab.</li> <li>• Includes the installation, configuration, and testing of EMS workstation.</li> <li>• Equipment is shipped to customer location.</li> <li>• Physical installation of workstation and related hardware (Printer, UPS, etc.) performed by customer.</li> <li>• EMS installation summary documentation provided to customer upon completion of installation.</li> </ul>		
<b>Shipping &amp; Handling</b>				
1	FREIGHT	EMS Shipping & Handling		\$195.00
<b>Grand Total:</b>				<b>\$4,784.00</b>

**Invoicing and Payment Terms:**

100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of corresponding ES&S Invoice.

**Note 1:** This Purchase Order is valid through the date set forth above (the "Expiration Date"). Due to fluctuating pricing and availability of third party hardware and software, this Purchase Order shall expire and be of no further force and effect in the event the Customer does not sign and return this Purchase Order for execution by ES&S prior to the Expiration Date. In the event this Purchase order expires, ES&S shall provide the Customer with a new purchase order which may include changes in both pricing and third party equipment and software components.

**Note 2:** Unless otherwise indicated, any applicable (City & State) sales taxes have not been included in pricing and are the sole responsibility of Customer.

**Note 3:** Network Cabling is not included.

**Note 4:** Third Party Items are purchased directly from the component manufacturers and lead times may vary. In order to allow ES&S sufficient time to receive, configure, deliver and install the Third-Party Items, ES&S strongly recommends that the Customer sign and return the Purchase Order at least sixty (60) calendar days prior to the Customer's expected delivery date. Delivery and installation at Customer's location shall be scheduled subject to ES&S' receipt and configuration of the Third-Party Items. ES&S shall not be responsible for any delays caused by supply chain shortages or availability of any parts or components of any Third-Party Items.

**Note 5:** ES&S reserves the right to substitute third party equipment and software components contained herein provided such substitutions are of the same or greater quality and such substitutions meet any applicable requirements.

By signing below, Customer acknowledges that ES&S is purchasing the third party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third Party Items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES& S for the Third Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties . ES&S shall provide Customer with copies of all documentation and warranties for the Third Party Items which are provided to ES & S

\_\_\_\_\_

Customer Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Title

BRIDGE REPLACEMENT - RSB

PROJECT NO. LC050(A08)-73-50

JASPER COUNTY



SECTION 404 PERMIT AND CONDITIONS	201-1 10-18-16
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CONSTRUCT THIS PROJECT ACCORDING TO THE REQUIREMENTS OF U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT 14, PERMIT NO. 2022-1458. A COPY OF THIS PERMIT IS AVAILABLE FROM THE IOWA DOT WEBSITE (HTTP://WWW.IOWADOT.GOV). THE U.S. ARMY CORPS OF ENGINEERS RESERVES THE RIGHT TO VISIT THE SITE WITHOUT PRIOR NOTICE.

PLANS OF PROPOSED IMPROVEMENT ON  
THE SECONDARY ROAD SYSTEM

PROJECT NO. LC050(A08)-73-50  
FHWA NO. 198741  
COUNTY BR. NO. A08

INDEX OF SHEETS  
1. TITLE SHEET  
2. SUBSTRUCTURE PLAN  
3. SUPERSTRUCTURE PLAN

# JASPER COUNTY

PROJECT NO. LC050(A08)-73-50

## BRIDGE REPLACEMENT - RSB

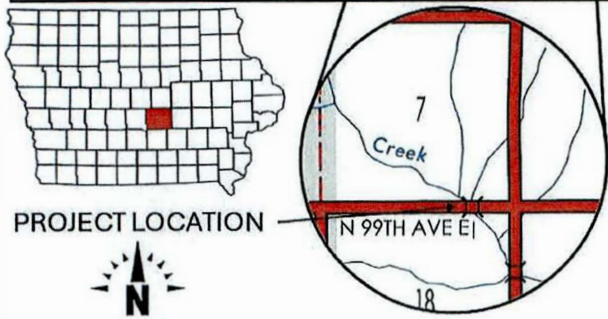
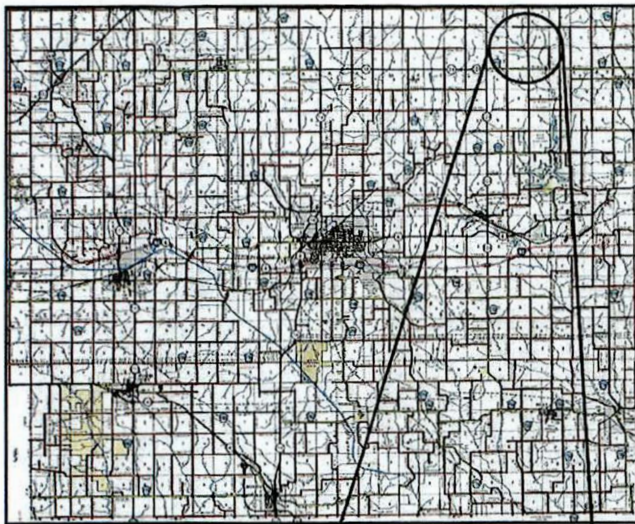
On N 99th Ave E, over small stream, from E 116th St N E 0.7 miles

FHWA NO. 198741

### MILAGE SUMMARY

STA. NA TO STA. NA = 50 LIN. FT.

2022. TRAFFIC COUNT = 5 V.P.D

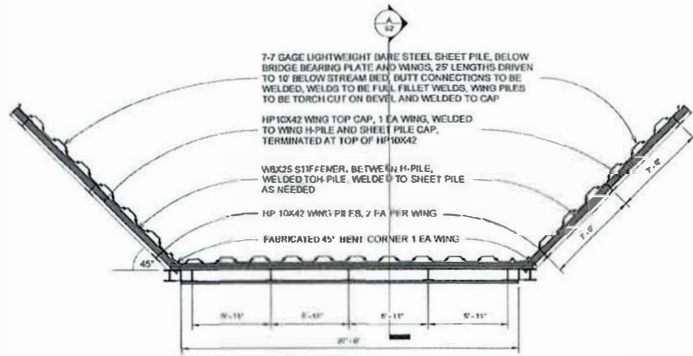


	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA. DATE: 6/16/24
	MICHAEL J. PUROL, PE MY LICENSE RENEWAL DATE IS 12/31/27 PAGES OR SHEETS COVERED BY THIS SEAL: SHEETS 1 - 3

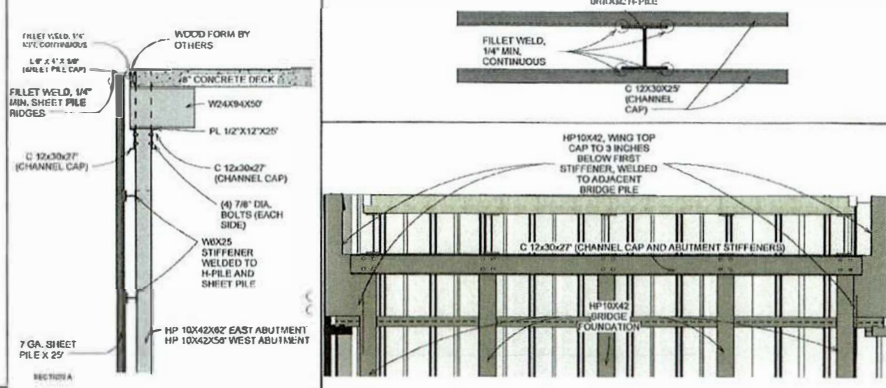
APPROVED	
JASPER COUNTY ENGINEER	DATE

BOARD OF SUPERVISORS	DATE

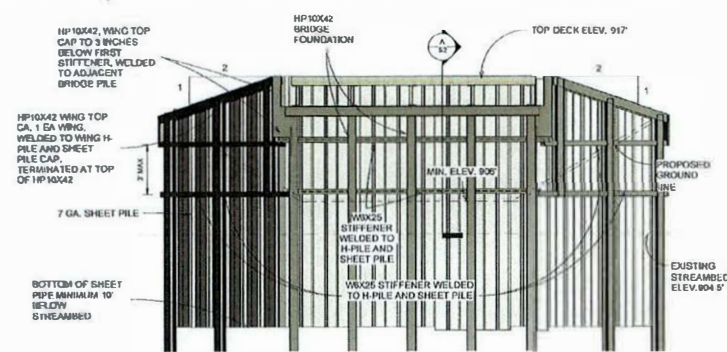
GENERAL ABUTMENT LAYOUT



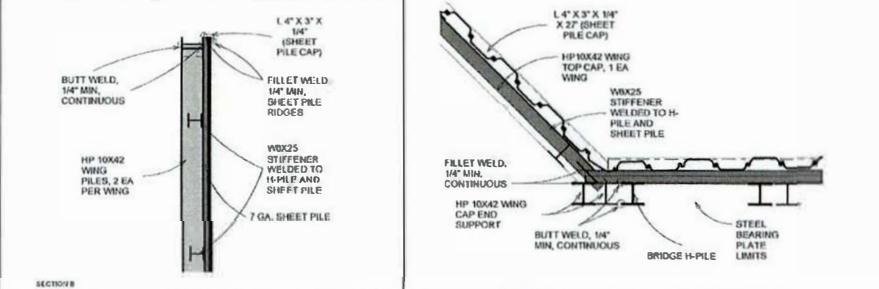
ABUTMENT DETAILS



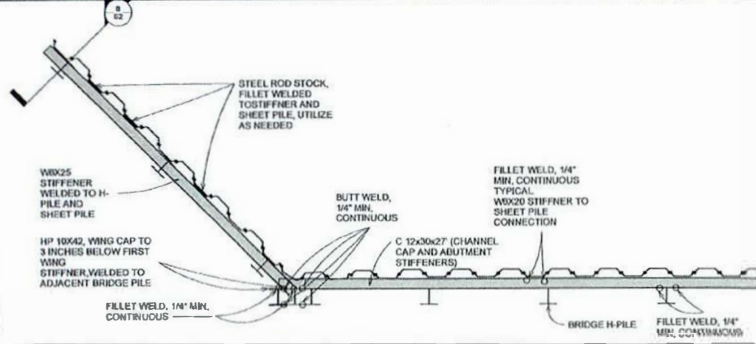
GENERAL ABUTMENT BACK VIEW



WING CAP DETAILS



STIFFENER DETAILS



NOTES

1. THE CONTRACT LENGTH OF 60 FEET FOR THE WEST ABUTMENT PILES IS BASED ON A COHESIVE SOIL CLASSIFICATION, A TOTAL FACTORED AXIAL LOAD PER PILE (PU) OF 95 KIPS, AND A GEOTECHNICAL RESISTANCE FACTOR (Φ) OF 0.65 FOR SOIL AND 0.70 FOR ROCK END BEARING.
2. THE NOMINAL AXIAL BEARING RESISTANCE FOR CONSTRUCTION CONTROL WAS DETERMINED FROM A COHESIVE SOIL CLASSIFICATION AND A GEOTECHNICAL RESISTANCE FACTOR (Φ) OF 0.76 FOR SOIL AND 0.70 FOR ROCK END BEARING.
3. PILES ARE ASSUMED TO BE DRIVEN FROM A START ELEVATION AT THE BOTTOM OF PRE-BORE.
4. THE REQUIRED NOMINAL AXIAL BEARING RESISTANCE FOR WEST ABUTMENT PILES IS 68 TONS AT THE END OF DRIVE. THE PILE CONTRACT LENGTH SHALL BE DRIVEN AS PER PLAN UNLESS PILES REACH REFUSAL. CONSTRUCTION CONTROL REQUIRES AN IOWA DOT ENR FORMULA



**Hutchison**  
Engineering, Inc.

5905 Highway 20, Suite 4  
Huxford, IA 51011  
1-712-424-8777  
www.hutchisoneng.com  
hney@hutchisoneng.com

SCALE:

PROJECT NAME:  
8000R ASB REPLACEMENT

PROJECT ADDRESS:  
Jasper County Engineer's Office, 910 N  
15th Ave E, Newton, IA

REVISION	DATE	DESCRIPTION
1	01/08	OWNER

DESIGNED BY: A. ELBERSHIM  
DRAWN BY: A. ELBERSHIM  
CHECKED BY: SE. PURGE  
ORIGINAL SHEET NO.: 2435

DESIGN DEVELOPMENT  
Issue Date: 04/08/2025  
Project Number: 0500  
**SUBSTRUCTURE**  
DRAWINGS

SHEET NUMBER  
S1



BRIDGE REPLACEMENT - RSB

PROJECT NO. L-L01-73-50

JASPER COUNTY

SECTION 404 PERMIT AND CONDITIONS	281-1 10-18-16
CONSTRUCT THIS PROJECT ACCORDING TO THE REQUIREMENTS OF U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT 14, PERMIT NO. 2022-1458. A COPY OF THIS PERMIT IS AVAILABLE FROM THE IOWA DOT WEBSITE (HTTP://WWW.IOWADOT.GOV). THE U.S. ARMY CORPS OF ENGINEERS RESERVES THE RIGHT TO VISIT THE SITE WITHOUT PRIOR NOTICE.	



PLANS OF PROPOSED IMPROVEMENT ON THE  
ON THE SECONDARY ROAD SYSTEM

PROJECT NO. L-L01-73-50  
FHWA NO. 196530  
COUNTY BR. NO. L01

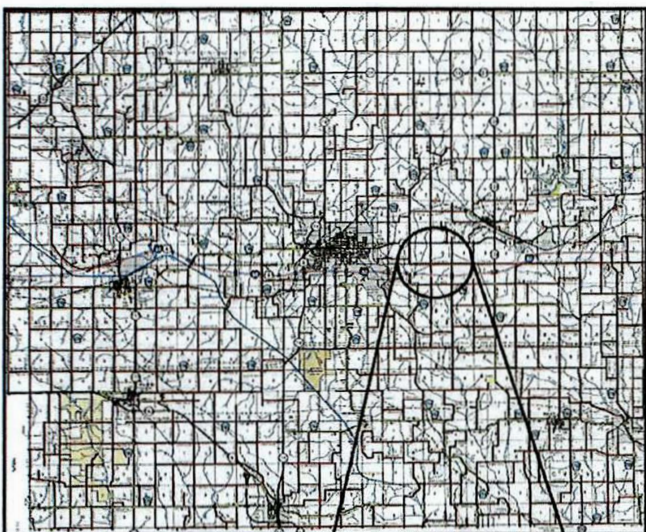
INDEX OF SHEETS  
1. TITLE SHEET  
2. SUBSTRUCTURE PLAN  
3. SUPERSTRUCTURE PLAN

# JASPER COUNTY

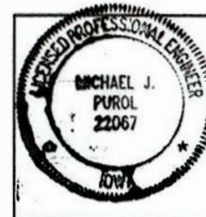
PROJECT NO. L-L01-73-50

## BRIDGE REPLACEMENT - RSB

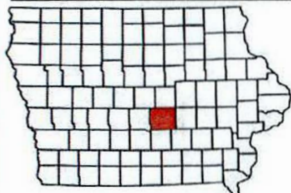
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FHWA NO. 196530



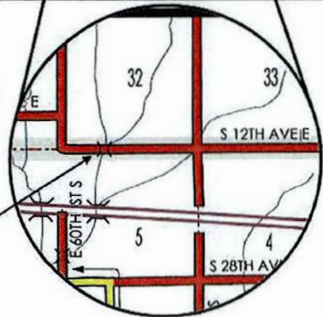
MILAGE SUMMARY  
STA. NA TO STA. NA = 50 LIN. FT.  
  
2022. TRAFFIC COUNT = 100 V.P.D



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.  
*Michael J. Purol* DATE: 6/16/26  
MICHAEL J. PUROL, PE  
MY LICENSE RENEWAL DATE IS 12/31/27  
PAGES OR SHEETS COVERED BY THIS SEAL:  
SHEETS 1 - 3



PROJECT LOCATION



1-800-292-8989  
www.iowaonecall.com



APPROVED  
JASPER COUNTY ENGINEER DATE

BOARD OF SUPERVISIONS DATE



Hutchison Engineering, Inc. 8965 Highway 36, Suite 4, Hannibal, Mo, 63401  
t: 573.240.9577 www.hutchisoneng.com

JOB NO. 5589

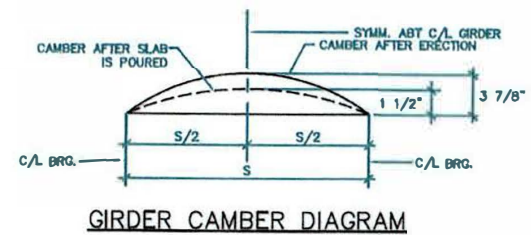
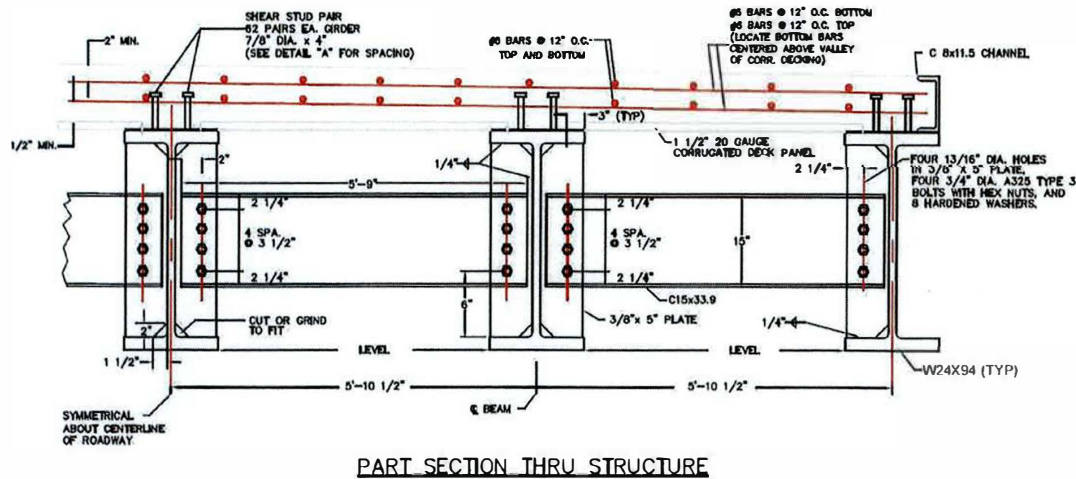
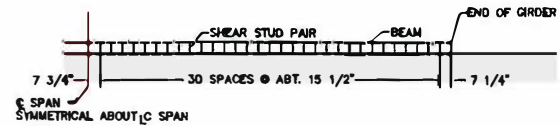
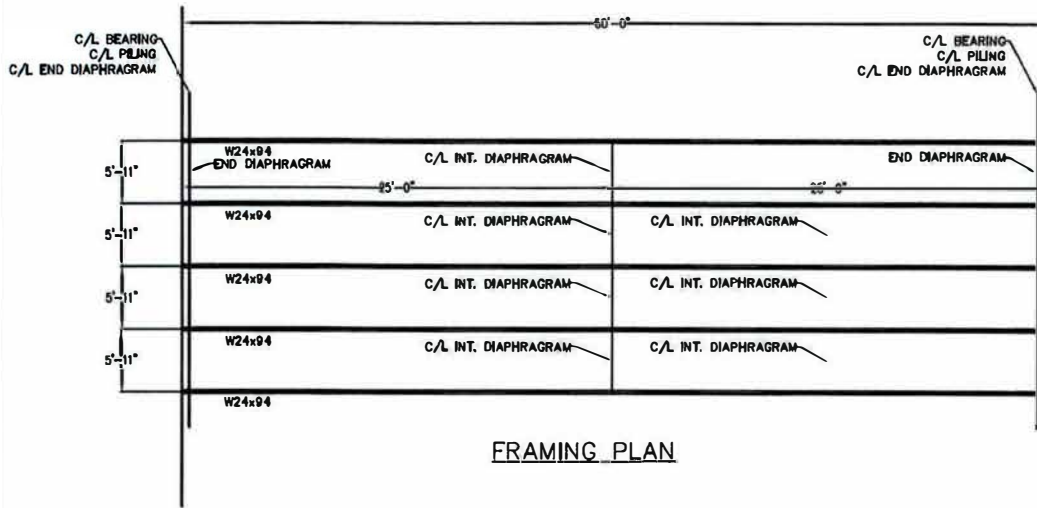
DESIGN BY: AE  
DRAWN BY: AE  
CHECKED BY: MJP

JASPER COUNTY

PROJECT NO. L-L01-73-50

SHEET 1 OF 3





**Hutchison**  
Engineering, Inc.

8002 Highway 38, Suite 4  
Huntsville, TN 37403  
423.348.9877  
www.hutchisoneng.com  
hvinc@hutchisoneng.com

SCALE:

PROJECT NAME:  
BRIDGE L&I REPLACEMENT

PROJECT ADDRESS:  
Jaycee County Engineer's Office, 119 N  
11th Ave E, Groves, IA

REVISIONS

MARK	DATE	DESCRIPTION

DESIGNED BY: A. ELDEBBI

DRAWN BY: A. ELDEBBI

CHECKED BY: M. PUNISH

ORIGINAL SHEET SIZE: 24x36

ISSUED FOR:

DESIGN DEVELOPMENT

Issue Date: 04/08/2025

Project Number: 5589

SHEET TITLE:

**SUPERSTRUCTURE**

**DRAWINGS**

SHEET NUMBER:

**S2**

BRIDGE REPLACEMENT - RSB

PROJECT NO. L-C050(R20)--73-50

JASPER COUNTY

SECTION 404 PERMIT AND CONDITIONS	261-1 10-18-16
<small>CONSTRUCT THIS PROJECT ACCORDING TO THE REQUIREMENTS OF U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT 14, PERMIT NO. 2022-1458. A COPY OF THIS PERMIT IS AVAILABLE FROM THE IOWA DOT WEBSITE (HTTP://WWW.IOWADOT.COM/PERMITS) OR FROM THE U.S. ARMY CORPS OF ENGINEERS. THE U.S. ARMY CORPS OF ENGINEERS RESERVES THE RIGHT TO VISIT THE SITE WITHOUT PRIOR NOTICE.</small>	



PROJECT NO. L-C050(R20)--73-50  
FHWA NO. \_\_\_\_\_  
COUNTY BR. NO. R20

- INDEX OF SHHETS
1. TITLE SHEET
  2. SUBSTRUCTURE PLAN
  3. SUPERSTRUCTURE PLAN

PLANS OF PROPOSED IMPROVEMENT ON THE

# JASPER COUNTY

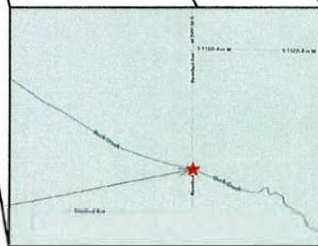
PROJECT NO. L-C050(R20)--73-50

## BRIDGE REPLACEMENT - RSB

On Rosebud Ave (W 24th St S), over Buck Creek, from S 112th Ave WS 0.3 Miles



PROJECT LOCATION



MILAGE SUMMARY  
STA. NA TO STA. NA = 80 LIN. FT.

2022. TRAFFIC COUNT = 40 V.P.D



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

*Michael J. Purol* DATE: 6/11/2026  
MICHAEL J. PUROL, PE  
MY LICENSE RENEWAL DATE IS 12/31/2027  
PAGES OR SHEETS COVERED BY THIS SEAL  
SHEETS 1 - 3

APPROVED  
\_\_\_\_\_  
JASPER COUNTY ENGINEER      DATE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
BOARD OF SUPERVISORS      DATE









**CERTIFICATE of COMPLETION and  
FINAL ACCEPTANCE of AGREEMENT WORK**

COMPANY: T.K. Concrete COUNTY/CITY: Jasper County

ADDRESS: S 128th Ave E PROJECT NO.: RC-C050(155)--9A-50

KIND OF WORK: PCC Pavement - Grade and New

AGREEMENT DATE: 07/30/2025 FIELD COMPLETION DATE: 03/26/2026

This is to certify that the work covered by the above referenced agreement has been completed in accordance with said agreement and is hereby accepted, subject to final audit of costs.

SIGNATURE: \_\_\_\_\_ DATE: June 23, 2026  
Project Engineer (Res. Construction) (Area Engineer) (County) (City) (City)  
(Consultant) Year

\*SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_, \_\_\_\_\_  
District (Construction) (Maintenance) (Local Systems) Engineer Year

Approved and work accepted by the Board of Supervisors/City Council of \_\_\_\_\_

this 23 day of June, 2026  
Year

SIGNATURE: \_\_\_\_\_  
Chairman/Mayor

Acknowledge completion of project in accordance with referenced agreement by the Iowa Department of Transportation

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Year

SIGNATURE: \_\_\_\_\_  
Iowa Department of Transportation

\*On Local State Assisted Projects District does NOT certify but acknowledges completion of project.

**DO NOT WRITE IN THIS BOX. CENTRAL OFFICE USE ONLY.**  
(Check or Initial Appropriate Box)

Office of Audits

Copy to Company

Copies to District

Original to Files

**PROJECT AGREEMENT PROVIDING THE DIVISION OF COSTS AND  
RESPONSIBILITIES FOR A BRIDGE REPLACEMENT PROJECT OVER SMALL  
NATURAL STREAM ON S 24TH AVE W WEST OF IA 14 0.4 MILES IN THE CITY OF  
NEWTON, IOWA**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_  
2026, under authority of Iowa Code Chapter 28E, by and between the City Council of  
the City of Newton, Iowa, hereinafter referred to as the CITY, and the Board of  
Supervisors of Jasper County, Iowa, hereinafter referred to as the COUNTY. The  
parties mutually agree as follows:

WHEREAS, Jasper County under Iowa Code 314.5 may maintain any road or  
street which is an extension of the secondary road within a city; and

WHEREAS, under Chapter 28E, Code of Iowa, the CITY and COUNTY may, as  
public agencies, enter into an agreement to cooperate in such a way as to provide joint  
services to their constituents and to cooperate in other ways of mutual advantage; and

WHEREAS, the bridge over the Small Natural Stream, identified by the Federal  
Highway Administration (FHWA) as 196831 or by the COUNTY as M02M02, on the  
extension of the County Road known as S 24th Ave W, whose right-of-way is shared  
between the CITY and COUNTY, and by Iowa Code is considered under the jurisdiction  
of the COUNTY from IA 14 S west 0.5 miles, and

WHEREAS, preliminary estimated construction and engineering costs of this  
project are one million (\$1,000,000) and are eligible to be reimbursed from the City  
Bridge Construction Fund through the City Highway Bridge Program (City Bridge HBP);  
and

WHEREAS, the CITY and COUNTY, collectively referred to as the RECIPIENT,  
are applying to receive one hundred (100) percent reimbursement of all eligible and  
properly documented costs from the City Bridge HBP up to a maximum of one million  
five hundred thousand dollars (\$1,500,000); and

WHEREAS, it is deemed in the best interest of the CITY and COUNTY, and of  
their respective citizens and businesses that the CITY and COUNTY jointly undertake to  
provide for the removal and construction of a new bridge at the same location and with  
the COUNTY providing certain necessary services related to such bridge construction.

**1. PURPOSE**

- a. The purpose of the Agreement is to specify administration and funding  
responsibilities for replacement of FHWA 196831 also known as M02  
which occupies right-of-way split between the CITY and COUNTY and  
whose replacement is beneficial for access to the CITY, hereinafter  
referred to as the Project. The Project includes the roadway approaches  
and structure and relocation and replacement of property entrances in  
kind.

2. OWNERSHIP

- a. Upon completion of the Project, the completed bridge will be a bridge of the COUNTY, and the COUNTY shall provide the necessary inspections and maintenance for the new bridge as required.

3. ADMINISTRATION

- a. The COUNTY has been designated as the Lead agency for the Project and hereby consents to that designation. The Jasper County Engineer is the administrator of the Agreement. In addition to other duties, the Jasper County Engineer or designated representative(s) shall act as Project Engineer to accomplish engineering work for each respective party as detailed in the Agreement.

4. TASKS

- a. Except as provided, the Project shall be administered as follows:
  - i. The COUNTY or approved qualified consultants shall provide for geotechnical investigation, topographic and right-of-way survey, preliminary engineering, acquisition plats, contractual administration, resident engineering, and construction inspection; which shall be administered by the Jasper County Engineer or authorized representative(s). The costs to administer these services will be paid by the COUNTY through the Local Secondary Roads Fund.
  - ii. The Jasper County Engineer shall determine when, in his judgment, performance is complete and shall thereafter recommend to the CITY and COUNTY that the Project be finally accepted.
  - iii. The CITY shall complete and pay for acquisitions of right-of-way (ROW) as coordinated by the Jasper County Engineer and Project Engineer where said right-of-way is within the limits of the CITY.
  - iv. The acquisition of right-of-way outside the limits of the CITY will be completed by the COUNTY and costs paid through the COUNTY's Local Secondary Roads Fund.
  - v. The COUNTY shall review and approve routine estimate payments and seek the necessary reimbursement from City Bridge HBP during construction.

5. CONSTRUCTION COSTS

- a. Project construction costs are estimated to be around one million dollars (\$1,000,000)

6. LETTING

- a. The Project shall be let through the Iowa Department of Transportation (Iowa DOT) Office of Contracts. The CITY provides consent for the COUNTY to accept or reject bids.

7. JURISDICTIONAL COSTS

- a. The CITY will be awarded and need to accept the City Bridge HBP Funding. These federal funds shall be administered through the COUNTY Local Secondary Roads Fund.

8. TIMETABLE

- a. The Project shall commence following the effective date of this Agreement, subject to the stated terms and provisions. The COUNTY shall fix reasonable dates thereafter for the receipt of bids and construction of the Project.

9. PROJECT COUNSEL

- a. The City of Newton Attorney and the Jasper County Attorney shall act as legal counsel for their respective parties to carry out this Agreement.

10. HOLD HARMLESS

- a. Each party agrees to indemnify and to hold the other party, its elected officials, officers, agents, employees, successors, and assigns harmless for and against all claims, demands, actions, and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney fees, which the other party, its successors and assigns, may incur or sustain by reason of its failure to legally or timely meet responsibilities imposed herein or by reason of the death or injury of persons or damage to property caused by the failure of such party to fully perform and comply with the terms and obligations of either this Agreement or the construction contract.

11. LIMITATIONS

- a. No separate legal or administrative entity is created by this Agreement. No real or personal property will be purchased, and each party shall finance its own operations for the duties required pursuant to this Agreement. Materials that are used in construction become part of the road and bridge and shall be held as property thereby.

12. TERMINATION

- a. Either party may terminate this Agreement prior to the award of a contract for the construction of the Project. Notice of termination shall be sent to the other party's principal place of doing business by registered mail and shall specify reasons for termination. The effective date of termination shall be thirty (30) days after receipt of written notice. Any project costs incurred by either party prior to the effective date of termination shall be shared equally by each party.

13. DURATION

- a. After the award of the construction contract by the COUNTY, this agreement shall be terminated only upon completion of the Final Review, Audit, and Close-out Procedures in accordance with the Iowa DOT Instructional Memorandum No. 6.110 dated November 21, 2024.

14. BREACH

- a. In the event of a breach by either party of this Agreement, said breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.

15. EXECUTION OF AGREEMENT

- a. The parties shall approve this Agreement by resolution or motion of their respective Council or Board, which shall authorize the execution of the document. It will then be filed in the offices of the Iowa Secretary of State and the Jasper County Recorder's Office, in accordance with Chapter 28E of the Code of Iowa. The Agreement shall become effective when recorded and shall be effective for the duration of the Project, unless terminated as provided herein.

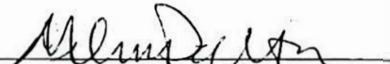
IN WITNESS WHEREOF, Jasper County has caused this Agreement to be duly executed in its name and on its behalf by its Chair and the City of Newton has caused this Agreement to be duly executed by its Mayor, on or as of the \_\_\_\_ day of \_\_\_\_\_, 2026.

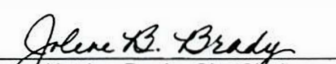
**JASPER COUNTY**

\_\_\_\_\_  
Thad Nearmyer, Chairman  
Jasper County Board of Supervisors

ATTEST: \_\_\_\_\_  
Jenna Jennings, Auditor

**CITY OF NEWTON**

  
Melissa Dalton Randy Ervin, Mayor Pro Tem  
City of Newton

ATTEST:   
Katrina Davis, City Clerk  
Jolene B. Brady, Deputy City Clerk

Resolution \_\_\_\_\_

STATE OF IOWA  
Jasper County

}

**TRANSFER ORDER**

\$20,000.00

Newton, Iowa, June 23, 2026

Doug Bishop, Treasurer, Jasper County, Iowa

**Transfer** Twenty thousand dollars and 00/100\*\*\*

From: 0001- General Fund

To: 1545 - Admin Building  
Capital Project Fund

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Board Action

**By Order of Board of Supervisors.**

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Attest

NO. 1589

*Teresa H. ...*  
Auditor/Designee

RESOLUTION NO. \_\_\_\_\_

**APPROPRIATION RESOLUTION**

WHEREAS, it is desired to make appropriations for each of the different officers and departments for the fiscal year 2026-27 in accordance with Section 331.434, subsection 6, of the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF SUPERVISORS OF JASPER COUNTY, IOWA

Section 1. Amounts authorized for the fiscal 2026-27 budget adopted April 28, 2026, are hereby appropriated to the departments or offices as itemized in the attached schedule, pursuant to the Code of Iowa, Section 331.434, subsection 6.

Section 2. Subject to the provisions of other county procedures and regulations, and applicable state law, the appropriations authorized under Section 1 shall constitute authorization for the department or officer listed to make expenditures or incur obligations from the itemized fund, effective July 1, 2026.

Section 3. In accordance with Section 331.437, Code of Iowa, no department or officer shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money for any purpose in excess of the amounts appropriated pursuant to this resolution.

Section 4. If at any time during the 2026-27 budget year the Auditor shall ascertain that the available resources of a fund for that year will be less than said fund's total appropriations, the Auditor shall immediately so inform the Board and recommend appropriate corrective action.

Section 5. The Auditor shall establish separate accounts for the appropriations authorized in Section 1, each of which account shall indicate the amount of the appropriation, the amounts charged thereto, and unencumbered balance. The Auditor shall report the status of such accounts to the applicable departments and officers monthly during the 2026-27 budget year.

Section 6. All appropriations authorized pursuant to this resolution lapse at the close of business June 30, 2027.

ATTACHMENT

01-Board of Supervisors	\$ 5,116,580
02-Auditor	\$ 1,253,310
03-Treasurer	\$ 1,168,467
04-Attorney	\$ 1,523,322
05-Sheriff	\$ 9,492,353
07-Recorder	\$ 517,752
14-Attorney's Forfeiture	\$ 900
15-Sheriff's Forfeiture	\$ 15,000
20-Engineer	\$ 11,535,094
21-Veterans Affairs	\$ 248,941
22-Conservation	\$ 3,044,154
23-Board of Health	\$ 435,283
25-Dept of Human Services	\$ 72,580
26-Animal Control	\$ 11,000
31-District Court	\$ 359,100
33-County Library	\$ 143,000
38-Senior Nutrition	\$ 783,052
50-Human resources	\$ 173,383
51-Maintenance	\$ 2,335,896
52-Information Systems	\$ 1,038,351
53-Comm Dev/Zoning	\$ 522,435
54-Economic Development	\$ 186,165
55-Geographic Info Systems	\$ 120,000
59-Community Services	\$ 326,255
78-Flexible Spending	\$ 45,000
99-Nondepartmental	\$ 19,000

Grand Total \$ 40,486,373

Resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Thad Nearmyer, Chairman

Attest: \_\_\_\_\_  
Jenna Jennings, Auditor

June 16, 2026

Tuesday, June 16, 2026, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Cupples, Talsma and Nearmyer present and accounted for, Chairman Nearmyer presiding.

Motion by Talsma, seconded by Cupples to open a Public Hearing for the 1<sup>st</sup> reading for Keith and Susan Jones requesting a rezone for Parcel #13.23.300.018 / 5911 Hwy S-74 S. in Newton from Agricultural (A) to Rural Residential (RR1), Commencing at the S.W. corner of Section 23, Township 79 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, thence North 45°37' East 634.0 ft. to the point of beginning, (Which point is 453.1 ft. East and 443.46 ft. North of the S.W. corner of said Section 23) thence North 5° 16'30" East 241.48 ft., thence South 84°03' East 178.92 ft., thence Southwesterly along a 895.0 ft. radius curve bearing Westerly with the chord bearing South 28°58'30" West 273.50 ft., thence North 75°37' West 69.85 ft. to the point of beginning. Note: The South line of the SW ¼ 23-79-19 is assumed to bear due East. AND Parcel G, Located in Parcel C, as Shown on the Plat of Survey Recorded in File 2007-07514 of the Jasper County Recorder, on the Corrected Plat of Survey Recorded in File 2026-02542 of the Jasper County Recorder, in the Southwest ¼ of the South Southwest ¼ (SW 1/4-SW ¼) OF Section 23, Township 79 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa.

YEA: CUPPLES, TALSMA, NEARMYER

Motion by Talsma, seconded by Cupples to close the Public Hearing.

YEA: CUPPLES, TALSMA, NEARMYER

Motion by Talsma, seconded by Cupples to open a Public Hearing for the 1<sup>st</sup> reading for David & Kelly Maggard requesting a rezone for Parcel #06.10.100.020 from Agricultural (A) to Rural Residential Large Lot (RR5), That part of the Northeast Quarter of the Northwest Quarter of Section 10, Township 80 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa.

YEA: CUPPLES, TALSMA, NEARMYER

Motion by Talsma, seconded by Cupples to close the Public Hearing.

YEA: CUPPLES, TALSMA, NEARMYER

Motion by Talsma, seconded by Cupples to waive the 2<sup>nd</sup> and 3<sup>rd</sup> reading for the Public Hearing.

YEA: CUPPLES, TALSMA, NEARMYER

Motion by Talsma, seconded by Cupples to approve the rezone request from David & Kelly Maggard requesting a rezone for Parcel #06.10.100.020 from Agricultural (A) to Rural Residential Large Lot (RR5), That part of the Northeast Quarter of the Northwest Quarter of Section 10, Township 80 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa.

YEA: CUPPLES, TALSMA, NEARMYER

Motion by Cupples, seconded by Talsma to set a Public Hearing for the FY2025-2026 budget amendment with an amended recommended date and time of June 30, 2026, at 9:30 a.m. in the Jasper County Board of Supervisors room.

YEA: CUPPLES, TALSMA, NEARMYER

Motion by Talsma, seconded by Cupples to approve a cigarette/tobacco/nicotine/vapor permit for the Iowa's Best Burger Café.

YEA: CUPPLES, TALSMA, NEARMYER

Motion by Talsma, seconded by Cupples to approve a cigarette/tobacco/nicotine/vapor permit for the Izaak Walton League.

YEA: CUPPLES, TALSMA, NEARMYER

Motion by Talsma, seconded by Cupples to adopt Resolution 26-40 approving transfer order #1588 in the amount of \$25,000.00 from JC Emergency Management Fund to Various funds.

YEA: CUPPLES, TALSMA, NEARMYER

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

Motion by Talsma, seconded by Cupples to approve claims paid through June 16, 2026.

YEA: CUPPLES, TALSMA, NEARMYER

Motion by Talsma, seconded by Cupples to approve the Board of Supervisors minutes from June 9, 2026.

YEA: CUPPLES, TALSMA, NEARMYER

Motion by Talsma, seconded by Cupples to approve the Board of Supervisors Special meeting minutes for the Canvass of June 2, 2026, Primary Election.

YEA: CUPPLES, TALSMA, NEARMYER

There were no Board Appointments.

Motion by Talsma, seconded by Cupples to enter into closed session requested by Connie McQuiston, General Assistance Director, for an employee evaluation pursuant to Iowa Code section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a close session and Iowa Code section 21.5(1)(a) to review or discuss records which are required or authorized by state or federal law to be kept confidential or to be kept confidential as a condition for that governmental body's possession or continued receipt of federal funds.

YEA: CUPPLES, TALSMA, NEARMYER

ROLL CALL YEA: NEARMYER, TALSMA, CUPPLES

Motion by Cupples, seconded by Talsma to come out of closed session.

YEA: CUPPLES, TALSMA, NEARMYER

Motion by Cupples, seconded by Talsma to adjourn the Tuesday, June 16, 2026, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, TALSMA, NEARMYER

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Jenna Jennings, Auditor

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Thad Nearmyer, Chairman