



BOARD OF SUPERVISORS

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

Thad Nearmyer

Doug Cupples

Brandon Talsma

April 8, 2025

9:30 a.m.

www.jasperia.org

Live Stream: <https://zoom.us/j/8123744948>

Meeting ID: 812 374 4948

Dial In: +1-646-931-3860

-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 – Engineer – Mike Frietsch

- a) Jasper County Secondary Roads FY2026 Budget Hearing

Item 2 Engineer – Mike Frietsch

- a) Approval of the Jasper County Secondary Roads FY2026 Budget
- b) Approval of the Jasper County Secondary Roads FY2026 County Five Year Program (CFYP)

Item 3 Public Hearing – Engineer – Mike Frietsch

- a) Vacation of a Portion of E 64th St S Starting Approximately 0.1 Miles South of S 96th Ave E also known as Sioux Ave

Item 4 Engineer – Mike Frietsch

- a) Approve Resolution for the Vacation of a Portion of E 64th St S Starting Approximately 0.1 Miles South of S 96th Ave E also known as Sioux Ave
- b) Approve Work Order with Rand Worldwide Subsidiary, Inc d/b/a IMAGINiT Technologies for Custom Civil 3D Training and Mentoring for the Jasper County Engineer's Office at a Total Cost of \$4,680.00
- c) Approve Memorandum of Understanding Between Jasper County and Nelson & Rock Construction for Use of W 62nd St S for Hauling and Access to Iowa DOT Slope Protection Work at the I-80 Bridge

Item 5 Drainage District Maps - Joe Otto

Item 6 IT – Ryan Eaton

- a) IT 2025-2026 Phone System Upgrade Replacement – Capital Project

Item 7 Sheriff – Brad Shutts

- a) Request to use the North Side of the Courthouse on Thursday, May 15, 2025, from 5:00 pm to 6:30 pm for the Annual Police Memorial Service
- b) Approval of the Sheriff's Quarterly Report from January – March 2025
- c) Approval of the EMS Fund Quarterly Report from January – March 2025

Item 8 Resolution Approving Transfer Order 1544

Item 9 Resolution Approving Transfer Order 1545

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BOARD OF SUPERVISORS

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- Item 10** Resolution Approving Transfer Order 1546
- Item 11** Set Public Hearing for the FY25-26 Budget
(Recommended Date and Time, April 22, 2025, at 9:30 am in the Board of Supervisors Room)
- Item 12** Approval of Claims Paid through April 8, 2025
- Item 13** Approval of Proposed Property Tax Levy Public Hearing Minutes from April 1, 2025
- Item 14** Approval of Board of Supervisors Minutes for April 1, 2025
- Item 15** Board Appointments

PUBLIC INPUT & COMMENTS

- Item 16** Work Session

Close Session Requested by Ryan Eaton in Accordance with Iowa Code Section 22.7(50)

to discuss Information and records concerning physical infrastructure, cyber security, critical infrastructure, security procedures, or emergency preparedness developed, maintained, or held by a government body for the protection of life or property, if disclosure could reasonably be expected to jeopardize such life or property.

Iowa Department of Transportation
SECONDARY ROADS BUDGET

County: **Jasper County**
Fiscal Year: **2026**
Version: **Original**

COUNTY CERTIFICATION	
This Secondary Road Budget was adopted by the Board of Supervisors on	_____
	Date
ATTESTED	
_____	_____
County Auditor	Date
_____	_____
County Engineer	Date
_____	_____
Chairperson, Board of Supervisors	Date
IOWA DOT BUDGET APPROVALS	
Recommended Approval: _____	_____
OLS Reviewer	Date
Approval: _____	_____
Director of Local Systems	Date

SECONDARY ROADS BUDGET

		Actual Receipts Prior Years		Estimated Receipts	
		2 nd Prior	1 st Prior	Current	Next
		FY 2023	FY 2024	FY 2025	FY 2026
1. County Auditor's Beginning Balance		\$8,902,978.03	\$9,258,365.89	\$10,024,300.06	\$7,570,542.70
Receipts from Property Tax Levies	0.00000 Dollars on all taxable property in county except on property within cities and towns. (Max. \$3.00375)	\$3,696,037.52	\$3,951,134.68	\$2,352,031.00	\$3,852,031.00
	0.00000 Dollars on all taxable property in the county. (Max. \$0.16875)				
2A. Local Option Sales Tax		\$493,600.00	\$272,700.00	\$0.00	\$0.00
3. Regular Road Use Tax Received	(Doesn't include transfer of local R.U.T. to FM account for const. on FM routes)	\$5,732,824.88	\$5,823,473.33	\$5,488,984.00	\$5,844,558.00
3b. Amount for 306.4(a3)	(Senate File 451 - FM Ext. in City <=500)	\$38,300.16	\$39,285.88	\$36,990.64	\$39,077.00
3c. Time 21		\$661,235.32	\$656,277.56	\$651,400.00	\$652,392.00
4. RISE Funds		\$0.00	\$0.00	\$0.00	\$0.00
5. FA Bridge Replacement Funds		\$0.00	\$31,104.22	\$0.00	\$1,475,000.00
5a. SWAP Bridge Replacement Funds		\$0.00	\$0.00	\$0.00	\$0.00
6. Proposed transfer of FM funds to Local Secondary Fund.(Section 309.10)		\$0.00	\$0.00	\$0.00	\$0.00
7.Tax Refunds (-) and/or Credits (+).(Section 309.10 - Code of Iowa)		\$0.00	\$61,483.98	\$0.00	\$0.00
8. Miscellaneous Receipts <i>Donations, sale of used materials, Special Assessments, etc</i> <i>Itemized for 2026</i>	Culvert, Bridge and Sign Damage Reimbursements			\$500.00	\$1,000.00
	Dust Control, Jury Duty and Maps			\$15,000.00	\$15,000.00
	Fuel Dividends and Usage Reimbursement			\$125,000.00	\$136,000.00
	Miscellaneous/Rock Reimb.			\$15,000.00	\$15,000.00
	Permits			\$42,500.00	\$52,500.00
	All Other	\$259,721.02	\$557,129.03	\$42,000.00	\$45,000.00
9. Total Miscellaneous Receipts		\$259,721.02	\$557,129.03	\$240,000.00	\$264,500.00
10. TOTAL RECEIPTS		\$19,784,696.93	\$20,650,954.57	\$18,793,705.70	\$19,698,100.70
11. Road Use Tax Funds or other local funds not transferred to Secondary Roads to be transferred to FM fund for construction.		0	0	\$0.00	\$0.00

SECONDARY ROADS BUDGET

	Actual Expenditures Prior Years		Estimated Expenditures	
	Prior 2	Prior 1	Current	Next
	FY 2023	FY 2024	FY 2025	FY 2026
70X * Administration and Engineering				
700 Administration Expenditures	\$343,752.85	\$372,855.61	\$385,997.00	\$349,197.00
701 Engineering Expenditures	\$364,484.27	\$500,690.74	\$452,887.00	\$552,307.00
TOTAL ADMINISTRATION AND ENGINEERING	\$708,237.12	\$873,546.35	\$838,884.00	\$901,504.00
020* Construction				
Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads (With other than FM funds ---See Accomplishment Year projects)	\$535,296.66	\$392,594.38	\$855,000.00	\$3,055,000.00
71X* Roadway Maintenance				
710 Bridges and Culverts (420, 430)	\$375,545.41	\$362,929.19	\$392,553.00	\$390,779.00
711 Roads (4250, 460, 480)	\$3,587,873.76	\$4,289,714.27	\$5,283,952.00	\$5,593,586.00
712 Snow and Ice Control (520)	\$513,409.09	\$543,645.57	\$513,461.00	\$541,332.00
713 Traffic Controls (590)	\$227,883.96	\$246,771.31	\$324,355.00	\$296,532.00
714 Road Clearing (490)	\$305,326.42	\$301,856.66	\$395,211.00	\$314,586.00
TOTAL ROADWAY MAINTENANCE	\$5,010,038.64	\$5,744,917.00	\$6,909,532.00	\$7,136,815.00
72X * General Roadway				
720 New Equipment (610)	\$2,272,827.18	\$1,167,876.00	\$250,000.00	\$527,470.00
721 Equipment Operations (620, 630, 650)	\$1,513,158.46	\$1,653,393.86	\$1,704,877.00	\$1,772,019.00
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$372,406.61	\$158,616.12	\$139,400.00	\$141,400.00
723 Real Estate and Buildings (800)	\$114,366.37	\$635,710.80	\$525,470.00	\$116,919.00
TOTAL GENERAL ROADWAY	\$4,272,758.62	\$3,615,596.78	\$2,619,747.00	\$2,557,808.00
TOTAL EXPENDITURES (70X + 020 + 71X + 72X)	\$10,526,331.04	\$10,626,654.51	\$11,223,163.00	\$13,651,127.00
County Auditor's balance at end of fiscal year	\$9,258,365.89	\$10,024,300.06	\$7,570,542.70	\$6,046,973.70
TOTAL (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]	\$19,784,696.93	\$20,650,954.57	\$18,793,705.70	\$19,698,100.70

SECONDARY ROADS FIVE YEAR PROGRAM

Iowa Department of Transportation
SECONDARY ROADS FIVE YEAR PROGRAM

County: **Jasper County**
Fiscal Year: **2026**
Version: **Original**

COUNTY CERTIFICATION

The detailed construction program for the secondary road system was adopted by the Board of Supervisors on _____

Date

ATTESTED

County Auditor

Date

County Engineer

Date

Chairperson, Board of Supervisors

Date

IOWA DOT PROGRAM APPROVALS

Recommended Approval: _____
OLS Reviewer

Date

Approval: _____
Director of Local Systems

Date

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SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
L-C050(R01)--73-50 Local Bridge Replacement with Pipe - R01 49770	On E 40TH ST S, Over REASNOR CREEK, from S 76th Ave E S 0.1 miles S1 T78 R19 1 / 78 / 19	39 miles 195581	Previous	\$40 320 Bridges Local	Local	120					\$120
					FM						
					Special						
					FA						
					SWAP						
L-C050(R20)--73-50 Local Bridge Replacement - R20 50970	On W 24TH ST S, Over BUCK CREEK, from S 112th Ave W S 0.3 miles S30 T78 R19 30 / 78 / 19	99 miles 195740	Previous	\$80 320 Bridges Local	Local	280					\$280
					FM						
					Special						
					FA						
					SWAP						
L--73-63 Local Bridge Replacement - S33 53247	On COUNTY LINE RD, Over BRANCH SKUNK RIVER, from E 88th St S W 0.2 miles S4 T77N R18W 4 / 77N / 18W	63 miles 240840	Previous	\$40 320 Bridges Local	Local	100					\$100
					FM						
					Special						
					FA						
					SWAP						
LFM-C050(C16)--7X-50 Local Bridge Replacement - C16 55076	On N 99th Ave E, Over LITTLE SNIPE CREEK, from E 20th St N W S14 T81 R19 14 / 81 / 19	30 miles 199150	Previous	\$100 320 Bridges Local	Local	500					\$500
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
L-161--73-50 HMA Pavement with FDR - N 51st Ave W 56024	On N 51st Ave W, from W 148th St N E 0.5 miles to Existing PCC Pavement 7 / 80N / 21W	126 0.500 miles	New	\$0 365 Stabilized Base Local	Local	300					\$300
					FM						
					Special						
					FA						
					SWAP						
L-C050(S13)--73-50 Local Bridge Replacement with Pipe -S13 57206	On E 64TH ST S, Over STREAM, from S 104th Ave E N 0.2 miles S18 T78N R18W This is a Jasper County Area Service B road 18 / 78N / 18W	5 miles 195350	New	\$40 331 Pipe Culverts Local	Local	40					\$40
					FM						
					Special						
					FA						
					SWAP						
LFM---7X-50 Pavement Improvements - South Main St Reasnor 57219	In the city of Reasnor, On Main St, from Robin Ave N 0.2 miles to Broad St 11 / 78N / 19W	182 0.200 miles	New	\$0 364 Bituminous Seal Coat Local	Local	90					\$90
					FM						
					Special						
					FA						
					SWAP						
L-S20WPipe--73-50 Box Culvert Replacement - S 20th Ave W 57334	On S 20TH AVE W, from W 66th St S W 0.1 miles to Stream S2 T79N R20W 2 / 79N / 20W	37 miles	New	\$80 331 Pipe Culverts Local	Local	80					\$80
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
FM-C050(156)--55-50 Pavement Maintenance - S-74 S 55081	On S 74 S, from Newton CL S 7.6 miles to North Street Reasnor 26 / 79N / 19W	825 7.600 miles	Previous	\$0 364 Bituminous Seal Coat FM	Local						\$400
					FM	400					
					Special						
					FA						
					SWAP						
FM-C050(157)--55-50 Pavement Maintenance - Image Ave 57216	On Image Avenue, from N 27th Ave E S 0.7 miles to Kellogg CL 22 / 80N / 18W	112 0.700 miles	New	\$0 364 Bituminous Seal Coat FM	Local						\$75
					FM	75					
					Special						
					FA						
					SWAP						
FM-C050(158)--55-50 Pavement Maintenance - T-38 N 57217	On T-38 N, from US 6 E N 8.8 miles to Marshall CL 1 / 80N / 17W	479 8.800 miles	New	\$0 364 Bituminous Seal Coat FM	Local						\$450
					FM	450					
					Special						
					FA						
					SWAP						
BRS-C050(150)--60-50 Bridge Replacement - S07 55007	On F 62, Over ELK CREEK, from Shawnee Ave E 0.2 miles S10 T78 R18 10 / 78 / 18	1370 miles 195300	Previous	\$0 320 Bridges FA	Local						\$2,000
					FM						
					Special						
					FA	1,600					
					SWAP	400					

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
FLAP-C050()--6L-50 Improved Access to Neal Smith NWR 52884	W 129th St S IA 163 to S 102nd Ave W, S 96th Ave W to Pacific St., S 102nd Ave W to end, S 88th Ave W bridge 17 / 78 / 21	16 5.700 miles	Previous	\$0 320 Bridges FA	Local	400					\$2,487
					FM	1,562					
					Special						
					FA	300	225				
					SWAP						
RC-C050(null)--9A-50 PCC Paving - S 128th Ave E 56023	On S 128th Ave E, from 0.3 miles W of T-33 S W 0.1 miles 33 / 78N / 17W	133 0.100 miles	New	\$0 365 Stabilized Base Special	Local	143					\$428
					FM						
					Special	285					
					FA						
					SWAP						
STP-S-C050(154)--5E-50 HMA Resurfacing - F-48 W from Polk Co to Colfax CL 44674	On F48 W from Polk County E 5.3 miles to West CL of Colfax 30370 11 / 79 / 21	1470 5.300 miles	Previous	\$0 366 HMA Paving FA	Local						\$5,500
					FM	3,500					
					Special						
					FA	2,000					
					SWAP						
L-C050(L12)--73-50 Local Bridge Replacement - L12 50971	On E 84TH ST S, Over PRAIRIE CREEK, from S 44th Ave E S 0.3 miles S16 T79 R18 16 / 79 / 18	69 miles 196630	Previous	\$80 320 Bridges Local	Local		200				\$200
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
L-C050(N22)--73-50 Local Bridge Replacement - N22 50974	On F 58, Over SQUAW CREEK, from W 92nd St S W 0.5 miles S30 T79 R20 30 / 79 / 20	99 miles 197240	Previous	\$80 320 Bridges Local	Local		280				\$280
					FM						
					Special						
					FA						
					SWAP						
LFM-C050(C19)--7X-50 Local Bridge Replacement -C19 55078	On N 99TH AVE E, Over SNIPE CREEK, from W 4th St N E 0.5 miles S10 T81 R19 10 / 81 / 19	90 miles 199170	Previous	\$100 320 Bridges Local	Local		500				\$500
					FM						
					Special						
					FA						
					SWAP						
L--73-50 Surface Improvements - N 95th Ave W 57256	On N 95TH AVE W, from W 76th St N E 0.6 miles to Baxter CL 15 / 81N / 20W	194 0.600 miles	New	\$0 364 Bituminous Seal Coat Local	Local		200				\$200
					FM						
					Special						
					FA						
					SWAP						
FM-C050(159)--55-50 HMA Resurfacing F-62 W 55080	On F 62, from IA 14 S E 3.8 miles to Main St Reasnor 11 / 78N / 19W	813 3.800 miles	Previous	\$0 366 HMA Paving FM	Local						\$2,000
					FM		2,000				
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

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						Year	1st	2nd	3rd	4th	
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
FM-C050()--55-50 Surface Improvements - W 76th St N 57255	On W 76th St N (S 52), from Hwy F-17 W N 0.5 miles to End 15 / 81N / 20W	21 0.500 miles	New	\$0 364 Bituminous Seal Coat FM	Local						\$200
					FM		200				
					Special						
					FA						
					SWAP						
FM-C050()--55-50 Pavement Maintenance - F-17 W Baxter CL to Bridge C20 (NBIS 30821) 57286	On F 17 W, from Baxter CL E 4.2 miles to Bridge C20 (NBIS 30821) 17 / 81N / 19W	1488 4.200 miles	New	\$0 364 Bituminous Seal Coat FM	Local						\$250
					FM		250				
					Special						
					FA						
					SWAP						
BRS-C050(160)--60-50 Bridge Replacement - H10 56043	On N 23RD AVE W, Over CHERRY CREEK, from W 28th St N E 0.1 miles S20 T80N R19W 20 / 80N / 19W	785 miles 198030	New	\$0 320 Bridges FA	Local						\$1,600
					FM						
					Special						
					FA		1,280				
					SWAP		320				
FLAP-C050()--6L-50 Pavement Improvements - W 129th St S 52890	On W 129TH ST S, from S 96th Ave W S 1.0 miles to S 102nd Ave W Project is authorized in the STIP under parent TPMS ID 52884 17 / 78 / 21	16 1.000 miles	Previous	\$0 364 Bituminous Seal Coat FA	Local						\$0
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2026	1st FY 2027	2nd FY 2028	3rd FY 2029	4th FY 2030	
FLAP-C050()--7L-50 Pavement Improvements - S 102nd Ave W 52891	On S 102ND AVE W, from W 129th St S E .5 miles to End of Road Project is authorized in the STIP under parent TPMS ID 52884 17 / 78 / 21	16 0.500 miles 52884	Previous	\$0 364 Bituminous Seal Coat FA	Local						\$0
					FM						
					Special						
					FA						
					SWAP						
L-C050(B02)--73-50 Local Bridge Replacement - B02 45874	On E 84TH ST N, Over SMALL STREAM, from N 107th Ave E N 0.4 miles S4 T81 R18 4 / 81 / 18	5 miles 198861	Previous	\$60 320 Bridges Local	Local			200			\$200
					FM						
					Special						
					FA						
					SWAP						
L-C050(E16)--73-50 Local Bridge Replacement - E16 49782	On N 95TH AVE W, Over SILVER CREEK, from W 140th St N W 0.6 miles S18 T81 R21 18 / 81 / 21	34 miles 199620	Previous	\$60 320 Bridges Local	Local			200			\$200
					FM						
					Special						
					FA						
					SWAP						
L-C050(T04)--73-50 Local Bridge Replacement - T04 50976	On E 132ND ST S, Over SMALL STREAM, from Temple Ave S 0.6 miles S4 T78 R17 4 / 78 / 17	87 miles 195010	Previous	\$60 320 Bridges Local	Local			200			\$200
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
L---73-50 Local Bridge Replacement - M02 57281	On S 24TH AVE W, Over SMALL STREAM, from IA 14 S W 0.4 miles S5 T79N R19W 5 / 79N / 19W	105 miles 196831	New	\$100 320 Bridges Local	Local			600			\$600
					FM						
					Special						
					FA						
					SWAP						
FM-C050()--55-50 HMA Pavement - F-27 E from E136th St N to T-38 N 52898	On F 27, from E 136th St N E 1.5 miles to T 38 10 / 80 / 17	31 1.500 miles	Previous	\$0 366 HMA Paving FM	Local						\$1,500
					FM			1,500			
					Special						
					FA						
					SWAP						
FM-C050()--55-50 Pavement Maintenance - F-24 W 57288	On F 24 W, from S 52 W 5.5 miles to IA 117 2 / 80N / 21W	5 5.500 miles	New	\$0 364 Bituminous Seal Coat FM	Local						\$300
					FM			300			
					Special						
					FA						
					SWAP						
BRS-C050()--60-50 Bridge Replacement - P18 57280	On F 70, Over CAMP CREEK, from W 137th St S W 0.3 miles S31 T78N R21W 31 / 78N / 21W	550 miles 196120	New	\$0 320 Bridges FA	Local						\$2,500
					FM						
					Special						
					FA			2,000			
					SWAP			500			

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
FLAP-C050()--7L-50 Bridge Replacement - P01 49840	On S 88TH AVE W, Over WALNUT CREEK, from W 117th St S W 0.2 miles S9 T78 R21 Project is authorized in the STIP under parent TPMS ID 52884 9 / 78 / 21	24 miles 195950	Previous	\$0 320 Bridges FA	Local						\$0
					FM						
					Special						
					FA						
					SWAP						
STP-S-C050(152)--5E-50 HMA Resurfacing - T-38 N from 180 N to US 6 E 52711	On T-38 N, from I 80 W N 1.7 miles to US 6 E 26 / 80 / 17	10 1.700 miles 31260	Previous	\$0 366 HMA Paving FA	Local						\$1,200
					FM			700			
					Special						
					FA			500			
					SWAP						
L-C050(L25)--73-50 Local Bridge Replacement - L25 49769	On S 60TH AVE E, Over ELK CREEK, from E 84th St S W 0.2 miles S28 T79 R18 28 / 79 / 18	39 miles 196741	Previous	\$60 320 Bridges Local	Local				250		\$250
					FM						
					Special						
					FA						
					SWAP						
L-C050(I18)--73-50 Local Bridge Replacement - I18 49785	On INDIGO AVE, Over COON CREEK, from Kellog E 0.1 miles S24 T80 R18 24 / 80 / 18	87 miles 197840	Previous	\$100 320 Bridges Local	Local				200		\$200
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
L-C050(B07)--73-50 Local Bridge Replacement - B07 49841	On N 99TH AVE E, Over ALLOWAY CREEK, from E 84th St N W 0.3 miles S16 T81 R18 16 / 81 / 18	10 miles 198921	Previous	\$60 320 Bridges Local	Local				130		\$130
					FM						
					Special						
					FA						
					SWAP						
FM-C050(--55-50 Pavement Improvements - Republic Ave 37404	On Republic Ave, from Monroe CL E 4.8 miles to E 40th St S 31 / 78 / 19	120 4.800 miles	Previous	\$0 364 Bituminous Seal Coat FM	Local						\$2,000
					FM				2,000		
					Special						
					FA						
					SWAP						
FM-C050(--55-50 Pavement Maintenance - F-48 W 57341	On F 48, from Newton CL W 5.4 miles 31 / 80N / 19W	2303 5.400 miles	New	\$0 364 Bituminous Seal Coat FM	Local						\$350
					FM				350		
					Special						
					FA						
					SWAP						
BRS-C050(--60-50 Bridge Replacement - G13 57282	On F 36, Over PRAIRIE CREEK, from W 64th St N W 0.2 miles S14 T80N R20W 14 / 80N / 20W	642 miles 198205	New	\$0 320 Bridges FA	Local						\$1,500
					FM						
					Special						
					FA				1,200		
					SWAP				300		

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
Project Number	Location	AADT	Status	Day Labor		FY	FY	FY	FY	FY	
Project Name	Description of Work	Length	FM	Type of Work		2026	2027	2028	2029	2030	
Project ID	Section / Township / Range	Federal ID	Transfer	Project Type	Fund						
BRS-C050()--60-50 Bridge Replacement - R02 57283	On S 74 S, Over CARSON CREEK, from S 76th Ave E SE 0.1 miles S3 T78N R19W 3 / 78N / 19W	825 miles 195590	New	\$0 320 Bridges FA	Local						\$1,500
					FM						
					Special						
					FA					1,200	
					SWAP					300	
STP-S-C050()--5E-50 HMA Resurfacing - S-52 from F- 48 W to F-36 W 57284	On S 52, from F 48 W N 3.5 miles to F 36 22 / 80N / 20W	601 3.500 miles	New	\$0 366 HMA Paving FA	Local						\$4,500
					FM					3,500	
					Special						
					FA					1,000	
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Fund	2026	2027	2028	2029	2030
SWAP	\$400,000	\$320,000	\$500,000	\$300,000	\$300,000
FM	\$5,987,000	\$2,450,000	\$2,500,000	\$2,350,000	\$3,500,000
Local	\$2,052,606	\$1,180,001	\$1,200,000	\$580,000	\$0
FA	\$3,900,000	\$1,505,002	\$2,500,001	\$1,200,000	\$2,200,000
Special	\$285,212	\$0	\$0	\$0	\$0

Resolution No. _____

**RESOLUTION VACATING A PORTION
OF E 64th ST S APPROXIMATELY 0.1 MILES SOUTH OF S 96TH AVE E
JASPER COUNTY PUBLIC ROADWAY**

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

FURTHER RESOLVED that a public hearing was held on April 8, 2025, and no objections were received, either in writing or by the people present.

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

PARCEL 1 ROADWAY EASEMENT VACATION DESCRIPTION

A 66 feet wide roadway easement vacation description being 33 feet on each side of the following described centerline:

Commencing at the North Quarter Corner of Section 18, Township 78 North, Range 18 West of the Fifth Principal Meridian, Jasper County, Iowa;

thence on an assumed bearing South 00 degrees 17 minutes 21 seconds East 443.00 feet along the east line of the Northwest Quarter of said Section 18 to the point of beginning of said centerline;

thence South 00 degrees 17 minutes 21 seconds East 877 .33 feet to the terminus of said centerline.

Said tract contains 1.33 acres.

AREA BY ¼ ¼ SECTION

NE 1/4 NW ¼ = 0.665 acres

NW 1/4 NE ¼ = 0.665 acres

PARCEL 2 ROADWAY EASEMENT VACATION DESCRIPTION

A 40 feet wide roadway easement vacation description being 20 feet on each side of the following described centerline:

Beginning at the Center of Section 18, Township 78 North, Range 18 West of the Fifth Principal Meridian, Jasper County, Iowa;

thence on an assumed bearing North 00 degrees 17 minutes 21 seconds West 1320.33 feet along the east line of the Northwest Quarter of said Section 18 to the terminus of said centerline.

Said tract contains 1 .21 acres.

AREA BY ¼ ¼ SECTION

SE 1/4 NW ¼ = 0.605 acres

SW 1/4 NE ¼ = 0.605 acres

PARCEL 3 ROADWAY EASEMENT VACATION DESCRIPTION

A 40 feet wide roadway easement vacation description being 20 feet on each side of the following described centerline:

**Beginning at the Center of Section 18, Township 78 North, Range 18 West of the Fifth Principal Meridian, Jasper County, Iowa;
thence on an assumed bearing South 00 degrees 17 minutes 21 seconds East 150.00 feet along the east line of the Northwest Quarter of said Section 18 to the terminus of said centerline.**

Said tract contains 0. 14 acres.

AREA BY ¼ ¼ SECTION

NE 1/4 SW ¼ = 0.07 acres

NW 1/4 SE ¼ = 0.07 acres

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

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

Passed and Approved this _____ day of _____, 2025

Brandon Talsma
Chairman Board of Supervisors

Doug Cupples
Board of Supervisors

Thad Nearmyer
Board of Supervisors

ATTEST: _____

Jenna Jennings
County Auditor

VAN DIEST SUPPLY COMPANY

Distributor and Manufacturer of Agricultural and Specialty Chemicals



ALEX TUCKER

E-mail: alex.tucker@vdlsc.com

Phone515-745-3601

WEBSTER CITY, IA WAREHOUSE800-779-2424

WILTON, IA WAREHOUSE866-888-0844

SPARTA, WI WAREHOUSE833-513-8936

Road vacation on E 64th St. S.
north of bridge 5-13 is OK with

me.

David E. Evers

CORNBELT® Family of Quality Products

VAN DIEST SUPPLY COMPANY

Distributor and Manufacturer of Agricultural and Specialty Chemicals



ALEX TUCKER

E-mail: alex.tucker@vdsc.com Phone515-745-3601
WEBSTER CITY, IA WAREHOUSE800-779-2424
WILTON, IA WAREHOUSE866-888-0844
SPARTA, WI WAREHOUSE833-513-8936

I'm okay with vacating the road that
Randy showed the plans to me on the level
C road joining my property. E 64th St. S
is the road.

Steve Trindy

CORNBELT® Family of Quality Products

Jasper County: March 20, 2025

The road location of
E. 64 St. S., north
of bridge 5-13 is
okay with us.

Meldon L. Vos

2m & L

Eloise J. Vos

Eloise J. Vos

100 Main St.

Reasnor, IA 50232

Please marker the
boundary line along
our property.



PROPOSAL:Q-64299

Creation Date: 3/31/2025

Effective To: 4/30/2025

PREPARED FOR:

Michael Frietsch
(641) 792-5862
mfrietsch@jasperia.org

SHIP TO:

..

PREPARED BY:

Jay Young
3601 Algonquin Rd,
Rolling Meadows, IL 60008
T: 847-305-8014
jyoung@rand.com

IMAGINiT Purchases

PRODUCT NAME	QUANTITY	UNIT PRICE	EXT PRICE
Implementation Services, Fixed Fee Civil 3D Custom Training and Mentoring	1.00	USD 4,080.00	USD 4,080.00
Consulting, Fixed Fee Project Management	1.00	USD 600.00	USD 600.00

IMAGINiT Purchases TOTAL: USD 4,680.00

SUBTOTAL: USD 4,680.00

TAX:

TOTAL: USD 4,680.00

Autodesk Purchases portion will be transacted directly with Autodesk. Please refer to the Autodesk email quote from [no-reply@autodeskcommunications.com](mailto:reply@autodeskcommunications.com) to complete your transaction.

IMAGINiT Purchases portion will be transacted directly with IMAGINiT, please refer to signatory page below to place your order.

REMIT ADDRESS:

The amounts in this Proposal are based upon full payment due 30 days after the invoice date. Such payment must be made by check or electronic funds transfer. Any adjustment in these terms must be agreed upon in writing and evidenced by a new Proposal outlining those new terms and reflecting the final pricing.

Tax Exempt Businesses: Please email ar@rand.com and provide the email address of the person who will provide your tax exemption details. Our accounting team will respond back with instructions and a link to submit your digital tax exemption certificate via CertExpress, a secure service provided by Avalara. Should you have any questions please contact ar@rand.com.

Prices and estimated taxes are subject to change without notice.



PROPOSAL:Q-64299

Creation Date: 3/31/2025

Effective To: 4/30/2025

Rand Worldwide, Inc. Standard Terms and Conditions

This Proposal shall be governed by the terms and conditions of Rand Worldwide found at <https://www.imaginit.com/terms-and-conditions>, unless (i) Customer has a master agreement executed by both parties for such Products/Services as referenced in this Proposal, in which case such master agreement will govern or (ii) otherwise set forth herein.

Proposal: Q-64299

Total: USD 4,680.00

Dated: 3/31/2025

Contact Support: support@rand.com

Authorized Customer Signature

Date

Print Name

P.O.# or Ref # (Please provide a copy)

Nicole Williams

A/P Contact Name

641-792-5862

A/P Contact Phone Number

nwilliams@jasperia.org

A/P Contact Email





IMAGINiT Professional Services

Custom Civil 3D Training and Mentoring

Jasper County Engineer's

Submitted by: Jay Young
Email: jyoung@rand.com
Prepared by: Richard Morrow
Prepared For: Michael Frietsch

April 1, 2025

Statement of Confidentiality and Intent

The material contained in this Statement of Work represents proprietary and confidential information pertaining to IMAGINiT products and methods. By accepting this information, Customer hereby agrees that the information in this Statement of Work shall not be disclosed outside of Customer, and shall not be duplicated, used, or disclosed for any purpose other than to evaluate this Statement of Work.

The consulting services contained herein are separate from any IMAGINiT software licensing bid and/or agreement. In most cases, Customers may acquire program licenses without acquiring IMAGINiT consulting services and may acquire the program and consulting services referred to herein, once a bid is provided, separately at the fees stated in the respective proposal(s).

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Introduction

FIXED FEE

SERVICES WORK ORDER

This Services Work Order ("Work Order or SOW") is entered into by and between **Rand Worldwide Subsidiary, Inc. d/b/a IMAGINiT Technologies** ("IMAGINiT") Jasper County Engineer's ("Customer") for the professional services set forth herein. This SOW is governed by the SOW Terms & Conditions - Fixed Fees, which is attached hereto as Exhibit A, is incorporated into and made a part of this SOW by this reference and is effective as of the date of the Customer's signature on this SOW ("Effective Date.") Collectively, the SOW and the Exhibit A SOW Terms & Conditions ("SOW Agreement") constitute the entire agreement between the Parties concerning the subject matter of this SOW. Absent an IMAGINiT signature below, the offer specified in this Work Order expires if not executed by Customer within 30 days of the effective date.

Effective date of this Work Order:	Pending the last party's signature
Work Order Number:	Q-64299
Prepared By:	Richard Morrow
Project Name:	Custom Civil 3D Training and Mentoring

Project Overview

In this document, IMAGINiT Technologies is proposing training and education designed to aid Jasper County Engineer's with the successful delivery of a Civil 3D custom training and Over-The-Shoulder Mentoring (OTS) session.

The project will involve multiple related and sequential tasks, beginning with Civil 3D training and mentoring services based on the specific needs identified.

- Custom Civil 3D 2025 Beyond the Basics for Transportation Training
- Custom Civil 3D 2025 Essentials Training
- Over-The-Shoulder Mentoring on Civil 3D Model and Machine Control workflows

1. Project Scope

The scope of this engagement is based on information given to IMAGINiT by Customer and the key assumptions detailed in this Work Order.

1.1. Licensed Software required in the Project Scope

Suite	Modules
Autodesk Civil 3D 2025 or AEC Collection	• Autodesk AutoCAD Civil 3D 2025

License Software Scope Assumptions and Customer Obligations

- Any software licenses required for this project will need to be purchased separately by the Customer and are covered by a separate Subscription License and Services Agreement ("Agreement"). All Licensed Software is subject to the terms of the Agreement, and nothing herein shall serve to modify such terms or expand the scope of the license granted thereunder.
- Logging incidents with IMAGINiT Support, as well as the application of fixes or patches that are made available by IMAGINiT Support or Software Vendor, are the responsibility of the Customer, and therefore the effort associated with these activities has not been included in the IMAGINiT estimates and scope of work.

1.2. Business Process Scope

The scope of this Project is based on an Autodesk Civil 3D Implementation and IMAGINiT delivered content. Any deviations will be addressed via the Project Change Control Process. In addition, IMAGINiT may recommend Customer replace existing business processes with an optimized Autodesk Civil 3D business process to improve business optimization and efficiency.

Business Process Category	Business Process Name	Application
Engineering, Design and Production	Civil 3D 2025 Custom Training	Autodesk AutoCAD Civil 3D 2025
Engineering, Design and Production	Civil 3D 2025 Mentoring	Autodesk AutoCAD Civil 3D 2025

Project Execution

The Autodesk Civil 3D custom training and mentoring will be facilitated through two (2) days of live training delivered remotely.

Project Kick-Off

This "Kick-off" meeting is designed to allow the IMAGINiT Project Manager and the designated Customer project lead to review the consulting services process and to understand what is expected of each party involved in the project prior to beginning of the services. The IMAGINiT Project Manager will arrange this call with all attendees.

IMAGINiT TASKS

- Personnel introductions
- Key contact information exchange
- Project plan review
- Confirm tasks, timelines, and schedules
- Review training requirements
- Refine tasks, dates, and timelines, if necessary

CLIENT TASKS

- Organize internal resources needed for the meeting/call

REQUIRED RESOURCES

- IMAGINiT Project Manager, Technical Consultant
- Client Project Lead(s)

DELIVERABLE

- IMAGINiT Project Manager, Technical Consultant

Autodesk Civil 3D 2025 Custom Training

During this task, IMAGINiT will provide technical staff to deliver one and half days (1.5) days of remote custom Civil 3D 2025 Beyond the Basics and Essentials training for engineers and/or surveyors for up to 8 students. The training outline will be based on the Ascent Civil 3D 2025 Beyond the Basics and Essentials courseware, with modifications to the course outline identified in Attachment 1. This training will be for Civil 3D only; a working knowledge of AutoCAD is required for all students that attend Civil 3D training.

This task accounts for the following:

IMAGINiT TASKS

- Provide Autodesk Civil 3D 2025 training materials
- Facilitate remote Autodesk Civil 3D 2025 Beyond the Basics and Essentials training
 - Class duration is one and half days (1.5) days; up to 8 hours per day,
 - Provide access to IMAGINiT's Live On-Line learning systems to accommodate remote delivery if requested

CLIENT TASKS

- Organize internal resources needed for the training sessions
- Allocate students time for the duration of the education sessions
- Facilitate student equipment (microphone/headset) for remote training and training facility with internet access for the duration of training

REQUIRED RESOURCES

- IMAGINiT Technical Consultant
- Customer team members for the duration of education
- Workstations for each student
 - Students to provide their own headset/microphone for communication during training session(s)

DELIVERABLE

- Provide Civil 3D 2025 Beyond the Basics and Essentials training materials for each student
- Provide one (1) sessions of custom Autodesk Civil 3D 2025 Beyond the Basics and Essentials training
- Training will be delivered remote via web sessions

Autodesk Civil 3D Over-The-Shoulder Mentoring

IMAGINiT will provide technical staff for up to half-day up to 4 hours to work with Customer to review Civil 3D model for Machine Control. The focus of this consulting is on the organization's workflows on their models and machine control in their Civil 3D project environment, to address tasks specific to the organization's design processes and standards and aid guidance in the completion of project tasks.

This task accounts for the following:

IMAGINiT TASKS

- Provide over-the-shoulder mentoring to aid Autodesk Civil 3D models and create machine control workflows.
- Advance Mentoring on civil 3D models and machine control on their projects.
- Review workflows and best practices for cleaning up feature lines and surfaces.
- Exports for Machine Control.

CLIENT TASKS

- Organize internal resources needed for the mentoring session

REQUIRED RESOURCES

- IMAGINiT Technical Consultant
- Customer CAD Management and selected end users

DELIVERABLE

- Provide a half-day up to 4 hours of Over-The-Shoulder Mentoring

Project Review, Analysis, & Closing

The IMAGINiT Implementation team will conclude this project with a review meeting. We will review the project tasks and discuss any additional recommendations and/or services that may be provided to further enhance productivity. The Project Review, Analysis & Closing meeting represents the conclusion of the project after which a Project Completion document will be sent via email to be signed and returned to IMAGINiT, officially concluding the project.

This task accounts for the following:

IMAGINiT TASKS



- This task serves as the project completion meeting and will focus on the project documentation, delivery and review.
- Items discussed include:
 - Project Timeline Review
 - Deliverable Confirmation
 - Personnel Involvement Review
 - Project Completion & Future Recommendations

CLIENT TASKS

- Organize internal resources needed for review meeting
- Review, sign and returned the Project Completion document

REQUIRED RESOURCES

- IMAGINiT Project Manager, Technical Consultant
- Client Project Lead/CAD Manager/IT Technician

DELIVERABLE

- Project Completion document

1.3. Organizational and Geographic Scope

As provided herein, the parties anticipate that Services will be performed for the following Customer locations and/or business units ("Geographic Scope"). All Project activities will be conducted remotely.

USA and Canada employee population are considered in scope. See Go-Live section for details on rollout waves.

Organizational and Geographic Scope Assumptions and Customer Obligations

- Customer will coordinate and support communication with all locations and/or business units as necessary for a successful implementation.

Work Schedule	<input checked="" type="checkbox"/> Normal Business Hours	<input type="checkbox"/> Weekend / After Hours	
Work Location	<input checked="" type="checkbox"/> Remote / Offsite	<input type="checkbox"/> On Premise	<input type="checkbox"/> Blended
Remote Access Technology	TEAMS		
Remote Access	N/A		

1.4. Organizational and Change Management Scope

“Organizational Change Management (OCM)” means the efforts related to managing the organizational and people aspects from changes in organizational structures, processes, systems, culture, or changes from an existing state to a future state. IMAGINiT will provide the level of effort related to the scope and a senior consultant with responsibility for key strategy/approach work products and activities. Activities include the following and corresponding Work Product are described in the table below:

- Organizational Readiness & Risk Assessment - This work product identifies key organizational risks and challenges associated with the project. The assessment also provides critical success factors and mitigation plans.
- Change Management Strategy & Roadmap - This work product documents the change management strategy and the corresponding program and roadmap for the project. It integrates the findings from the Change Readiness Risk Assessment into an overall change management program and roadmap. The Change Strategy will also outline risk mitigations for organizational issues and provide a recommended change management program and enablers.
- Change Management Project Plan - This work product outlines the Change Management Program work plan, to include Phase, Stages, and tasks mapped to responsible resources.
- Communications Plan & Cadence This work product documents the communications plan and activities to support the initial communication needs of the project. The primary focus is on the Project Team, Extended Team, Sponsors, Key Stakeholders, and general awareness activities to the broad audience.
- Executive Alignment Workshops - The purpose of Alignment Workshops is to provide a vision and roadmap of the project, share and discuss organizational challenges with this transformation, and provide guidance on transformational leadership. These workshops serve as a key component to gather sponsor opinions and feedback, and to identify organizational change risks, which will serve as an input into the Change Management Strategy.
- Change Impact Analysis – Working with Customer, IMAGINiT will capture initial change impacts, and finalize impacts during business blueprint and design phase of the project. These could be system, business process, tasks, or all the above, and the impact of each on job roles.

OCM Assumptions and Customer Obligations

- Customer will provide a Change Management resource to lead the change management effort and serve in an advisory role into the business, participate in and lead review/sign-off of deliverables, and lead Customer change management and training responsibilities.
- Customer will provide sponsors and business area representatives to participate in change management activities and to serve as liaisons to the change management program as needed. This will create a distributed change management model with the appropriate representation of the businesses.
- IMAGINiT will be responsible for the delivery of a communication approach and plan. The customer will be responsible for the execution of those plans.
- IMAGINiT will provide guidance, advisory, and templates to support Customer in the execution of work products described above.
- Customer will be responsible for all costs associated with the execution and distribution of communications such as Project website, printing, shipping, and multi-media components of communications.
- The customer will be responsible for organizational design and job design efforts required, if any.

2. Project Approach

2.1. Implementation Approach – IMAGINiT AIM

The IMAGINiT “AIM” (Assured Implementation Methodology) will be used as the overall governing methodology for all Project related work for the Customer Project activities associated with implementing the scope described herein. It defines what is to be delivered during the Project, which party is responsible for that work, and how the work is to be performed.

2.2. Project Governance

Project governance is a key element of effective project management. The following governance processes and assumptions shall apply for this Project:

1. **Project Management Plan:** A Project Management Plan (PMP) will be developed and maintained throughout the course of the Project and will govern how the Project will be run in terms of Project and Project management controls and processes, including scope management, work management, risk, stakeholder management, issue and problem management, communication management, staff management, configuration management and quality management.
2. **Project Sponsorship and Executive Involvement:** Customer will assign a single Sponsor and will designate a Steering Committee. The role of the Executive Sponsor and Steering Committee will be to lead setting the goals and scope of the Project, and over-arching Project leadership and decision-making, including:
 - o Assume responsibility for the Customer Project team's success.
 - o Communicate Project directives and objectives.
 - o Provide timely and effective resolution to issues escalated by the Project team.
 - o Designate and assure commitment of resources throughout the Project to ensure Project success.
 - o Determine Project priorities and approve all changes to Project scope.
 - o Provide final review and approval of Project deliverables and milestones.
 - o Monitor Project quality and integrity with respect to business goals.
 - o Provide positive leadership and ongoing support to all Project team members.
 - o Identify and communicate any issues of concern throughout the Project.
 - o Participate in monthly Steering Committee meetings.
 - o Be available to the Project to resolve issues that the Project management team cannot resolve promptly.
3. **Project Issue Escalations:** From time to time, issues that are negatively impacting Project progress will arise that require urgent Customer attention. The IMAGINiT Project Manager will act as the point of escalation in these circumstances, and will expect the following turnaround times from Customer's Project team:
 - o Urgent questions/requests where Project progress is being negatively impacted but is not halted – 2 business days.
 - o Critical questions/requests where Project progress is blocked – 1 business day.

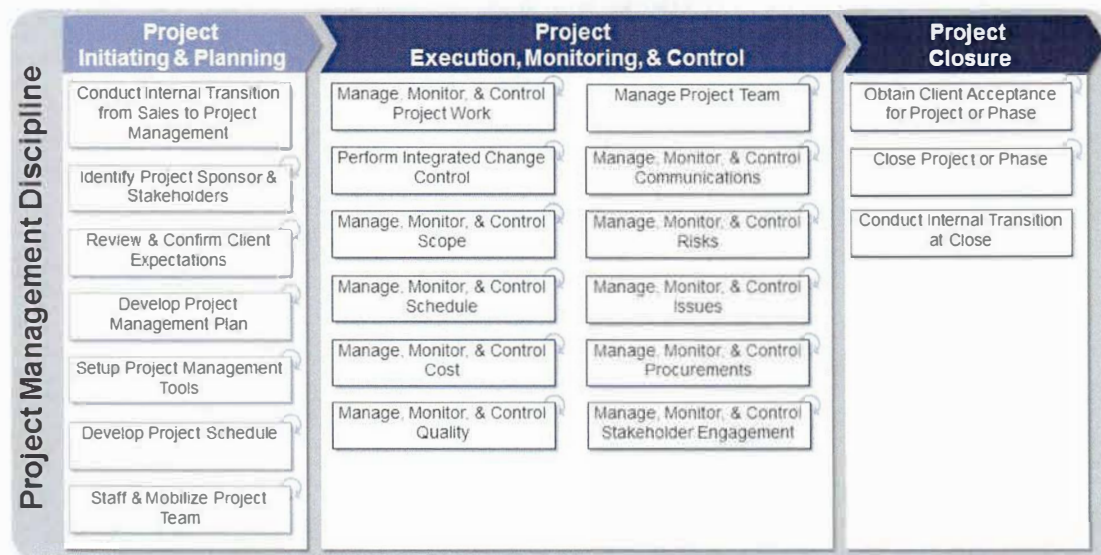
4. **Project Change Control Process (in Scope Management Plan):** Deviations that arise during the proposed Project will be managed using the Project Change Control Process outlined below. Changes could include, but are not limited to, changes in costs, timing, scope, or deliverables.

The Change Control Process will be invoked before any unplanned or out of scope work is executed or any work is completed outside the Customer's regular business hours. Any additional effort/costs because of such work would be subject to the following Change Control Process.

If either party believes that a change to this Work Order is necessary, such party shall issue to the other party a written change request ("Change Request"). In the case of an initiated Change Request by either party, both parties will evaluate the feasibility of the Change Request as soon as practical following receipt and determine the impact to the Project cost and timelines. In instances where specialized resources are requested, but not contained, within the original Project scope, the quoted rate will be established as follows: to the extent that IMAGINiT raises the rates charged for Services during the course of a project, current Work Order(s) of less than 24 months (about 2 years) in length will have original Work Order(s) rates honored through end of that Work Order(s). The parties agree that any new Work Orders over 24 months (about 2 years) effective after December 20, 2023, and subsequent Change Orders for those orders, will increase 4% annually and be charged at the new rate card schedule provided below:

5. IMAGINiT shall provide Customer a written statement (a "Change Response") describing in detail:
- o Any additional Services to be performed because of the Change Request.
 - o The estimated cost associated with such additional Services.
 - o Any other information relating to the Change Request that may be requested by Customer.

Customer shall respond promptly to any IMAGINiT-initiated Change Request. If Customer approves an IMAGINiT-initiated Change Request or a Change Response, with such approval to be in writing, such Change Request or Change Response shall be deemed to be a "Change Order." Any duly executed Change Order shall be attached to this Work Order.



Project Governance Assumptions and Customer Obligations

- IMAGINiT and Customer will manage the Project jointly, including work planning, activity and resource planning and budgetary control. All Project Management tasks will be delegated appropriately between the IMAGINiT and Customer Project Managers during planning.
- Customer will assign a full-time Project Manager. The Customer Project Manager will be responsible for ensuring the performance of the Customer Project team and for coordinating Project activities with the IMAGINiT Project Manager.
- Customer Project Manager will coordinate all communication with Customer personnel and provide a central communication channel for the Project with the IMAGINiT Project Manager.
- The parties agree to execute a change order in the event the total estimated fee for Services hereunder (excluding taxes and travel and living expenses) will be greater than ten percent (10%) of the total estimated fees specified in the fee table above. For the avoidance of doubt, IMAGINiT shall have no obligation to continue to perform Services hereunder if an additional 10% is reached and the parties cannot agree to a change order.

2.3. Project Deliverables

The following outlines the deliverables associated with the project activities and estimated delivery months.

Professional Services Deliverables	Qty
Autodesk Civil 3D 2025 Custom Training	1.5-days (up to 8 hours per day)
Over-The-Shoulder Mentoring	Half-Day 0.5-days (up to 4 hours per day)

Milestones

The following table summarizes the deliverable/activities which shall makeup all the milestones throughout the project which will trigger billing.

Customer will be billed upon completion of all deliverables, work products or activities set forth herein. The corresponding fees for such milestone(s) specified below becomes due and IMAGINiT shall invoice Customer in full.

	Milestone	Description	Month Delivered
1	Project Kick Off	Kick off call to introduce team members, discuss project task overview and scheduling	Per Project Plan
2	Autodesk Civil 3D Custom Training Sessions	Delivery of one and half-days (up to 8 hours per day) of remote Civil 3D 2025 Custom Training	Per Project Plan

3	Autodesk Civil 3D Over-The-Shoulder Mentoring	Delivery of half-day (up to 4 hours per day) of remote Civil 3D 2025 Mentoring	Per Project Plan
4	Project Closing	Closing call to review deliverables and project timeline	Per Project Plan

3. Project Timeline and Strategy

IMAGINiT proposes an estimated Project schedule duration of 1 week. The start date will impact the availability of Project resources, the final production Go-Live date, and will necessitate further discussion to agree on Project schedule.

Service Engagement Timeline	
Activity	Week
	1
Kickoff	
Civil 3D 2025 Custom Training Sessions (one and half days; up to 8 hours per day)	
Over-The-Shoulder Mentoring (Half-day; up to 4 hours per day)	
Project Closing	

4. Project Roles and Responsibilities

4.1. Project Roles and Responsibilities

Legend

- R – Responsible:** The party who physically performs the work.
- A – Accountable:** The decision maker and approver.
- C – Consult/Support/Verify:** Input may be solicited relating to the work to be performed and/or the deliverable. This role may verify that the work product meets the acceptance criteria and may be required to support the completion of the task or work product.
- I – Inform:** May be (should be) notified as a courtesy, but not a decision maker or approver, nor involved in performing the work.

Task	Customer			IMAGINiT			
	PM	IT	SME	AM	PM	PM O	SME
1. Define, Develop, Implement and Monitor Project Governance.	A	I	I	C	R	C	I
2. Develop Project Report as a Part of Project Governance Process	R	C	I	I	C	C	C
3. Escalate Project Related Matters Needing Attention	R	C	C	A	R	C	C
4. Perform Project Management Functions/Implement Project Governance	R	C	C	A	R	C	C
5. Act as Primary Point of Contact for Program Communication	R	C	C	A	R	C	C
6. Manage internal resource allocation for training attendance	A	C	C	I	A	R	C
7. Manage Scope (as a part of Project Governance)	R			A	R	C	
8. Deliver custom training sessions	C			I	A	C	R

4.2. Customer Resource Requirements

There are several activities that are required to be completed in a timely manner by the Customer for the project to stay on track. A delay in Customer actions (e.g., availability of key users, executive sponsorship, key decisions, development, migration, timely execution of tasks, etc.), may impact execution of project tasks by IMAGINiT and resulting in a contractual change order. Customer will provide the necessary resources to complete the assigned activities which will include, at a minimum, providing the following roles.

Customer Project Role	Estimated Level of Effort (Hrs.)
Project Sponsor	<1
Project Manager	<1
End Users (Training Attendees)	16
Technical Lead/Point of Contact	1-2

Resource Assumptions and Customer Obligations

- The customer acknowledges that all Project timelines are subject to timely provision of resources and performance of obligations.
- The customer will provide, at no charge to IMAGINiT, personnel to carry out administrative functions on behalf of the IMAGINiT Project team. Customer may choose to assign multiple people to cover the required tasks.
- The core Project team, including IMAGINiT and Customer team members, will be co-located at a single Customer location for all onsite Project work.
- Customer Core Team Members: Customer will assign highly experienced representatives from all the areas within scope for the duration of the Project, to ensure all activities are completed within the established timeline. These individuals will be qualified to define requirements for their respective disciplines and will be empowered to make process and policy decisions, including deliverable signoffs, and will engage other subject matter experts as needed.
- Customer subject matter experts (SMEs): In addition to Customer core team members, Customer SMEs will be required from affected areas of the business to participate in business process requirements reviews and design workshops. Customer will ensure these resources are identified in advance and are readily available to participate in meetings workshops and test events as defined in the Project work plan to keep the Project on schedule.
- Customer will have full time technical resources assigned to the Project, while the IMAGINiT Technical Resource will serve as an advisor for all technical activities in this Project. This should allow the IMAGINiT Technical Resource to transfer knowledge and ownership of technical tasks to the Customer technical team, which should result in decreased IMAGINiT involvement over time.
- The IMAGINiT staffing requirements will be determined solely by IMAGINiT. IMAGINiT may also, at its sole discretion, use subcontractors in performing Services under this Work Order.
- If Customer decides to assign non-Customer personnel to the Project team, IMAGINiT will assume that these team members represent Customer and will be empowered to make decisions for Customer. However, all such non-Customer personnel must be bound to the confidentiality provisions of the Services Agreement to the same extent as Customer, and Customer is responsible for any breaches of such confidentiality agreement by such non-Customer personnel as if Customer committed such breach.

5. Assumptions and Customer Obligations

- The Licensed Software listed above in this Work Order will be purchased pursuant to the separate Subscription License and Services Agreement between IMAGINiT and Customer ("Agreement"). All Licensed Software is subject to the terms of the Licensed Subscription and Services Agreement, and nothing herein shall serve to modify such terms or expand the scope of the license granted thereunder.
- Any additional requirement(s) not specified in this Work Order, or identified during the Project will be addressed using the Project Change Control Process.
- 3rd party hardware and software solutions are the responsibility of Customer.
- For Services provided at Customer location, Customer will provide facilities for IMAGINiT personnel. This includes office space, desks, networked computers, secured filing cabinets if required, team meeting rooms, network printers, photocopiers, telephones, stationaries, whiteboards, internet, and remote VPN connection.
- Customer acknowledges that any delays or changes caused by Customer, Customer's employees, equipment, contractors, or vendors may cause an increase in the fees required under this Work Order, including without limitation, delays or changes due to the following: (a) change to or deficiency in the information which Customer has supplied to IMAGINiT; (b) failure by Customer to perform any of its responsibilities in a timely manner including the supply to IMAGINiT of resources and information; or (c) an unanticipated event that changes the service needs or requirements of Customer. Changes required to this Work Order the result of any of the foregoing events will be handled using the Project Change Control Process.
- Some or all tasks may be performed offsite by IMAGINiT and Customer staff members. IMAGINiT and Customer staff will have remote access to the Customer's network and systems as necessary to perform such Project activities.
- Customer will coordinate facilities and availability of Customer resources for all required Licensed Software testing before deployment.
- It is assumed that, at the time of the implementation, the Customer will be active on IMAGINiT Support with regards to the licenses being implemented.
- In the case when one of the resources on the Project is no longer available, IMAGINiT will make other resources available to the Project, however, if they are required to be of a higher level this may require a change order reflecting the higher rate.

6. Services Fees

This SOW is based on a Fixed Fee model for all fees related to Civil 3D Custom Training and Mentoring Services

Billing Schedule		
Billing ID	Timing	Estimated Fee USD
BILL EVENT 1	Month 1 – 15 th	\$4,680

*All amounts are in US Dollars, and exclusive of any applicable taxes, unless otherwise specified.

The rates and fees specified above are subject to increase if this Work Order is not executed within 30 days of 4/1/2025.

Fixed Fee Services:

The fixed fee services for this Work Order are based on the scope of the efforts defined and the successful implementation of the project.

All Services are provided on a fixed fee basis. Billing and payment are not dependent or conditioned on delivery or acceptance of deliverables contemplated herein or any other deliverables. IMAGINiT shall invoice Customer per the billing schedule above. Fees do not include applicable taxes, which will be added to each invoice. Customer will pay each IMAGINiT invoice within 30 days of Customer's receipt of the invoice. Receipt of invoice shall be deemed the date IMAGINiT submits the invoice electronically to Customer. Customer hereby consents to electronic billing and to receive invoices via email to the email address listed below in this Work Order. Customer is responsible for maintaining updated contact information with IMAGINiT for receipt of invoices.

In the event the Customer terminates the Services Agreement (including all Work Orders thereunder) for IMAGINiT's uncured material breach pursuant to the termination provisions of the Services Agreement, IMAGINiT will provide Customer with a full refund of any prepaid and unused fees hereunder for the time period subsequent to the effective date of such.

Travel and living expenses are not included in the rates or estimated fees stated herein and are in addition to such fees. Overtime rates of 150% or the quoted rate apply for "After hours work" and weekend work. "After hours work" is defined as Services performed between 8:00 PM and 6:00 AM. "Weekend work" is defined as Services performed between 8:00PM on Friday and 6:00 AM on Monday. Holiday rates of 200% of the quoted rate apply to all holiday work. Any period which the parties have agreed that IMAGINiT resources shall be "on call" (i.e., available to perform Services upon customer request) will be billed at one-half of the normal rate, provided that any service provided during such a time shall be billed at the normal rate.

Staff and Mobilizing the Project Team

After mutual execution of the Work Order, it typically takes two (2) to four (4) weeks to schedule and mobilize applicable IMAGINiT resources for the Project. Actual time for this effort varies depending on the number and type of consultants required, and scheduling and mobilization usually includes, but is not limited to, the following activities: (a) developing an estimated project schedule; (b) further defining and confirming resource loads; (c) reviewing proposed Project staffing and estimated hours with Customer's Project Sponsor; and (d) confirming and scheduling Project kick-off.

IMAGINiT recommends this estimated timeline be taken into consideration when scheduling the start date of the Project.



THE PARTIES have executed this Work Order through the signatures of their respective authorized representatives.

**Rand Worldwide Subsidiary, Inc. d/b/a
IMAGINiT Technologies**

Customer: Jasper County Engineer's

Signature: _____

Signature: _____

Printed: Mikel J Hagedorn

Name: _____

Title: VP Services

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____

Invoices must be mailed to:

**Delivery Address (If different from
above):**

Company Name*: _____

Company Name: _____

Contact Name: _____

Contact Name: _____

Address: _____

Address: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

***If billing entity is different from "Customer," then, for the avoidance of doubt, Customer agrees that it remains responsible for the payment of all fees agreed in this Work Order in the case of nonpayment by billing entity.**



Attachment 1 – Civil 3D 2025 Custom Training Outline

Custom Training Outline based off the original content from Ascent Civil 3D Essentials courseware, with modifications per Customer request.

Civil 3D Essentials Custom Training Outline

Chapter 3: Surfaces (1.5 Hours)

- 3.1 Surface Process
- 3.2 Surface Properties
- 3.3 Other Surface Data
- 3.4 Breaklines and Boundaries
- 3.5 Surface Editing
- 3.6 Surface Analysis Tools
- 3.7 Surface Labels
- 3.8 Surface Analysis Display

Review Questions: (30 Minutes)

Custom Training Outline based off the original content from Ascent Civil 3D Beyond the Basics for Transportation courseware, with modifications per Customer request.

Custom Civil 3D Beyond the Basics for Transportation Training Outline

Chapter 1: Alignments - Beyond the Basics (1.5 Hours)

- 1.1 Roadway Design Overview
- 1.2 Autodesk Civil 3D Alignments
- 1.3 Criteria-Based Design
- 1.4 Alignment Types
- 1.5 Alignment Layout Tools

Review Questions: (30 Minutes)

Chapter 2: Profiles - Beyond the Basics (1 Hour)

- 2.1 Profiles Overview
- 2.2 Create Profiles from Surface
- 2.3 Best Fit Profiles
- 2.4 Superimposing Profiles
- 2.5 Create and Edit Profiles

Review Questions: (30 Minutes)

Chapter 3: Assemblies - Beyond the Basics (1 Hour)

- 3.1 Subassembly Composer
- 3.2 Modifying Assemblies
- 3.3 Managing Assemblies
- 3.4 Offset Assemblies
- 3.5 Conditional Subassemblies



Review questions: (30 Minutes)

Chapter 4: Corridors - Beyond the Basics (1.5 Hours)

- 4.1 Corridor Frequency
- 4.2 Corridor Regions
- 4.3 Corridor Contextual Ribbon
- 4.4 Previous Civil 3D Releases/Versions
- 4.5 Transitioning Non-Transition Subassemblies
- 4.6 Corridors with Offset Assemblies
- 4.7 Code Set Styles

Review Questions: (30 Minutes)

Chapter 5: Intersections, (Rural Intersections)

- 5.1 Intersections
- 5.2 Designing Intersections
- 5.3 Intersections in the Prospector
- 5.5 Corridor Surfaces
- 5.6 Baselines

Review Questions: (30 Minutes)

Exhibit A – Terms and Conditions

IMAGINiT Technologies and Jasper County Engineer's SOW Terms & Conditions – Fixed Fees (Exhibit A to SOW)

The purchase of Fixed Fees Services from **Rand Worldwide Subsidiary, Inc. d/b/a IMAGINiT Technologies** ("Company") and its Affiliates by Jasper County Engineer's ("Customer") is pursuant to a Statement of Work ("SOW"), which SOW is governed by this SOW Terms & Conditions Fixed Fees Exhibit A to SOW, which is incorporated into and made a part of the SOW by this reference, and shall be effective on the date the Customer signed the applicable SOW.

The SOW and this SOW Terms & Conditions constitute the entire agreement between the Company and Customer (individually each may be referred to as a "**Party**" and collectively Company and Customer may be referred to as the "**Parties**") and supersede any prior or contemporaneous understandings and agreements between the Parties concerning the subject matter. The terms of the SOW, including this SOW Terms & Conditions, are limited to the scope of the specific SOW, and is not applicable to any other SOWs that may be executed between the parties unless the parties otherwise agree in writing. The SOW may contain alternative terms and conditions that are in supplement to or in place of certain provisions within this SOW Terms & Conditions and to the extent there is a conflict between the terms of the SOW and this SOW Terms & Conditions, then the SOW, and not Exhibit A, controls. The SOW and the SOW Terms & Conditions are collectively referred to as "SOW Agreement" hereinafter.

1) Definitions.

- a) "**Affiliate**" means, with respect to a party, an entity, whether *de jure* or *de facto*, that is directly or indirectly controlled by, controlling, or is under common control with that party where "control" means greater than a 50% ownership interest.
- b) "**Confidential Information**" means confidential, non-public and/or proprietary data or information disclosed by or on behalf of one party to the other under this Agreement: (i) in written, graphic, machine recognizable, electronic, sample, or any other visually perceptible form, which is clearly designated as "confidential" or "proprietary" at the time of disclosure or which should reasonably be understood to be confidential, or which is disclosed verbally and should reasonably be understood to be confidential; and (ii) any and all confidential or proprietary information relating to the Disclosing Party's business, including but not limited to its research, development, products, product plans, services, statements of work (SOW), rough order of magnitude (ROMs), customers, personnel, markets, software, inventions, processes, formulas, technologies, designs, drawings, statements of work, reports, finances, including without limitation, general business operations and practices or trade secrets that such disclosing Party treats as proprietary or confidential.
- c) "**Defect**" means (i) a Deliverable that fails to conform to one or more of the exact Specifications contained in the SOW; or (ii) a Deliverable that performs in a way that is not in accordance with the applicable SOW or Specifications; or (iii) use of a Deliverable in accordance to the exact Specifications causes a catastrophic, complete, and total failure of critical aspects of the Deliverable for which Company has not provided a workable remedy (which remedy does not cause the Deliverable as remedied to not work in accordance with the Specifications).
- d) "**Deliverables**" means any reports, analyses, scripts, templates, code, or other work products, tangible, or intangible, Company will deliver to Customer as set forth in the SOW, excluding Third Party Products.
- e) "**Intellectual Property**" means all intellectual property created, developed, or reduced to practice by a Party including, without limitation, software, compilations of data, computer databases, algorithms, business and technical rules, specifications, designs, know-how, confidential information, proprietary information, statements of work, work orders, works of authorship, inventions, and improvements.
- f) "**Milestones**" means control points in the project outlined in the SOW that help to chart progress. Milestones may correspond to the completion of a key Deliverable, allowing the next phase of the work to begin and Company may need at intermediary points.
- g) "**Product(s)**" mean(s) the products created, developed, published, owned, or licensed by the Company as described in any Statement of Work executed pursuant to this Agreement, proposal, quotation, purchase order, or work order, including without limitation, equipment, hardware, documentation, software, subscriptions, manuals, and other materials.



- h) **"Services"** means the services provided by Company to Customer as described in the applicable Statement of Work.
- i) **"Source Code"** means, with respect to a Deliverable, a complete copy of the source code used to compile an object code version of such Deliverable, plus any programming documentation, pertinent commentary or explanation that may be necessary to render the Source Code understandable and useable by a trained computer-programmer and plus any configuration, data, or other files necessary to successfully compile such source code into an executable object code version solely from source code.
- j) **"Statement of Work" or "SOW"** means the document which sets out the specific details, scope, and terms of Services to be provide and incorporated herein by reference.
- k) **"Technology"** means algorithms, approaches, source and object codes, concepts, data, designs, developments, documentation, discoveries, expressions, inventions, knowhow, methodologies, multimedia files, processes, programs, skills, software, techniques, technology, templates, text, tools, and web pages.

2) Services and Deliverables.

- a) **Services.** Company will provide the Services and the Deliverables as specified in the SOW. Company will determine the personnel and contractors assigned to perform all or part of the Services. Customer may request, in writing, with specific reasons stated, the replacement of Company personnel or contractors that Customer believes are not adequately performing the Services. Part or all the Services may be performed offsite by Company, and Company shall have remote access to Customer's network and systems as necessary to perform the Services. Company is not responsible for providing any Services to Customer beyond those expressly set forth in the SOW.
- b) **Orders.** Customer may purchase Services by issuing a Purchase Order ("PO"). Customer is responsible for ensuring that its PO issued to Company for the Services reflecting the pricing set forth in the applicable SOW. The terms of the SOW apply regardless of any additional or conflicting terms in any PO or other correspondence, or documentation submitted by Customer to Company, and any such additional or conflicting terms are deemed rejected by Company. If there is any difference in pricing listed in the SOW and the pricing listed in the PO, the pricing in the SOW will control. No contingency contained in any PO is binding upon Company. Company may elect not to proceed with performing SOW-based Services until Customer has signed the applicable SOW and Company has received a valid PO, to the extent the Customer requires a PO. Customer agrees that POs do not have to be signed by Customer to be valid and enforceable.
- c) **Testing Period and Acceptance.** For Fixed Fees engagements, to the extent that a Milestone or Deliverable requires formal testing and acceptance by the Customer, upon delivery Customer may test the Milestone or Deliverable to ensure that it conforms to the description for such as set forth in the SOW. Each Milestone or Deliverable shall be accepted or will be deemed conclusively accepted ("**Acceptance**") upon the earlier of (i) Customer's written notice to Company that Customer accepts the Milestone or Deliverable or (ii) Customer failure to provide written notice of any Defect in writing within five (5) days, or such other period specified in the applicable SOW, after the delivery of the Milestone or Deliverable to Customer (the "**Testing Period**") of a Defect.
 - i) If Customer observes a Defect within the Testing Period, Customer will notify Company in writing, providing complete details of the nature of such Defect, and Company will correct all such Defects. This process will be repeated until all reported Defects have been remedied and Customer has accepted the Deliverable. All Defects will be resolved on a Fixed Fees basis unless. To the extent the parties disagree with respect to whether a Deliverable has a Defect, or whether a Defect has been corrected, Company shall not be obligated to continue to perform Services under the applicable SOW until such Dispute is resolved; provided, however, the Parties may agree, in writing, to continue performance of some Services under the applicable SOW while the Dispute is being resolved.
 - ii) **Change Orders.** Either Party may request a modification to the Deliverables or to any material provision of the specifications or SOW by submitting a Change Order request. Any changes to the Specifications or SOW, or any additional requirements not specified in the SOW, will be set forth in writing and signed by both Parties. Such work will be performed in accordance with any additional compensation, extensions of timelines required in the SOW, or other terms as the Parties may mutually agree to in writing.

- iii) **Customer Delays.** Customer acknowledges that any delays or changes caused by Customer, Customer's employees, equipment, contractors, or vendors may cause an increase in the fees required under this SOW, including without limitation, delays or changes due to the following: (a) change to or deficiency in the information which Customer has supplied to Company; (b) failure by Customer to perform any of its responsibilities in a timely manner including the supply to Company of resources and information; (c) products order scheduled or cancelled after date of shipment, or (d) an unanticipated event that changes the service needs or requirements of Customer. Changes required to the SOW a result of any of the foregoing Customer events will be handled using the Change Orders process.
- 3) **Title/Ownership.** If applicable, title to Company Products or Deliverables will be retained by Company until the full payment owed by Customer has been received. Once full payment for Products or Deliverables have been received and confirmed, the title to the Products and/or Deliverables will be transferred to Customer.
- a) **License.** Except to the extent as otherwise expressly set forth in the SOW, Customer's title to Products will be as a licensee and Customer agrees that Customer may be required to enter into a license agreement with Company with regards to said Products. The license terms and conditions provided with Products or Deliverables, or in the absence of such terms, the license posted at <https://www.rand.com/terms-of-use/> ("End User License Agreement"), are hereby incorporated into this SOW Terms & Conditions by this reference.
- b) **Custom Software.** If a Deliverable includes custom software, then, unless the applicable SOW states otherwise, Company shall deliver Source Code (as defined below) with such Deliverable as well as any related documentation or diagrams used in the design, testing, or debugging process with such software.
- c) **Intellectual Property ("IP").** Except to the extent as otherwise expressly set forth in the SOW:
- i) Company retains, owns, and will continue to own all right, title, and interest in and to all pre-existing Company Intellectual Property, Confidential Information, and/or technology, not expressly granted to Customer whether specifically used or adapted to perform Services pursuant to any SOW; and
- ii) Company shall own all Intellectual Property created solely by Company (or its agents or contractors) that does not include Customer Confidential Information or Customer Intellectual Property, whether specifically used or adapted to perform Services pursuant to any SOW. If applicable, Customer and Company shall mutually agree upon the licensing rights of Company IP either within SOW or through a separate licensing agreement.
- iii) For Company pre-existing Intellectual Property and the portion of the Deliverables that consists of scripts, code, templates, and all other materials developed or otherwise provided by Company in connection with the Services, Company grants Customer a non-exclusive, non-transferable, irrevocable (except in case of breach of the SOW), perpetual license, without the right to sublicense, to use and copy (without the right to sublicense), for Customer's internal business operations only (the "Deliverables License").
- d) **Third Party Product(s).** Third Party Product(s) are products created, developed, published, licensed, or owned by a third (3rd) party. Third Party Products will always be owned by the applicable third (3rd) party, and Company expressly denies ownership rights to Third Party Products. Customer agrees that title, ownership, and licensing rights to the Third-Party Products' owner, developer, or publisher provides third Party Products, and will be subject to any applicable third-party license terms. No warranty is made between the Company and the Customer herein with respect to any third-party products.
- 4) **Confidentiality.** Each party may obtain Confidential Information because of, and related to, the SOW and the Parties business relationship. Recipient shall keep in trust and confidence all such Confidential Information and Recipient will protect Discloser's Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature, but with no less than reasonable care.
- a) **Disclosure.** Receiving Party may use Confidential Information of Discloser: (i) to exercise its rights and perform its obligations under the SOW; or (ii) in connection with the Parties' ongoing business relationship. Recipient may disclose the Confidential Information of Discloser only to Recipient's Affiliates, employees, agents, or contractors who have a need to know the Confidential Information for purposes of performance under the SOW and who are under a duty of confidentiality no less restrictive than duty set forth herein. Receiving Party shall not disclose any such Confidential Information to third parties without the Discloser's written consent except as expressly permitted herein.

- b) Exceptions. Recipient's obligation under this Section 4 with respect to any of Discloser's Confidential Information will terminate if Recipient can show by written records that this information: (i) was already rightfully known to the Recipient at the time of disclosure; (ii) was disclosed to Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; (iii) is, or through no fault of Recipient, becomes generally available to the public; or (iv) was independently developed by Recipient without access to, or use of, Discloser's Confidential Information. In addition, Recipient will be allowed to disclose Discloser's Confidential information to the extent that the disclosure is required by law or by order of a court or similar judicial or administrative body, provided that Recipient notifies in advance (to the extent permitted by law) Discloser of that required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of that required disclosure.
- c) Permitted Disclosure. Notwithstanding the foregoing, each Party may disclose the terms and conditions of the SOW without the prior written consent of the other Party (i) as required by any court or other governmental body, (ii) as otherwise required by law, (iii) to legal counsel of the Parties, (iv) in confidence, to their respective accountants, banks, and financing sources and other professional advisors, (v) in connection with the enforcement of the SOW or the Party's rights under the SOW; (vi) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction; or (vii) if compelled by law, in which case the Party compelled to make the disclosure will use its best efforts to give the other Party advance notice of the requirement.
- 5) **Limited Warranty.** The warranties contained in this SOW are the only warranties made by the Company and are in lieu of any other warranties, conditions and other terms, and the Company specifically excludes and disclaims any other warranties or conditions express or implied.
- a) Services. The Company warrants that Services and any associated, non-third party Products and Deliverables shall be: (i) performed in a timely, diligent, competent, professional and workmanlike manner consistent with industry standards by persons reasonably qualified to perform the Services; (ii) free from material defect in workmanship or materials; (iii) non-infringing of on the Intellectual Property rights of a third party; (iv) consistent with the specifications provided in the SOW for a period of thirty (30) days after acceptance of a deliverable. This warranty does not apply to any accident, negligent act of Customer, use in any application not in conformance with intention or design, modification without the prior written consent of the Company, any external cause such as power surge or failure, or by any other cause unrelated to defective workmanship or materials. Time and Material project requirements are dynamic, may change over the course of the project development and/or may not be fully defined upfront, subject to the written approval of both Parties. No specific result from the provision of Services is assured or guaranteed and Customer waives all warranty rights or remedies with regards to Services performed by the Company.
- b) Remedies. Customer's sole and exclusive remedy for any damages or loss in any way connected with any Products or Services furnished by the Company, whether due to the Company's negligence or breach of any other duty, including, without limitation, breach of any limited warranty under Section 6, shall be, at the Company's option, to: (i) repair or replace the Products (without additional cost to Customer; (ii) re-perform the Services without additional cost to Customer; or (iii) return to Customer the appropriate portion of any payment made by Customer with respect to the applicable Products or Services.
- c) Company Products. All warranty rights with regards to Products shall be found in the applicable end user license agreement.
- 6) **Limitation of Liability.**
- Limitation on Direct Damages. Notwithstanding anything to the contrary herein, for breach or default by the Company of any of the provisions of contained in this SOW Terms and Conditions, or in the applicable SOW, Company's maximum liability under the SOW, regardless of the nature or form of the claim or cause of action, to Customer or any other person, non-performing entity, or other entity, shall under all circumstances be limited to and shall not exceed the amount paid by Customer to the Company for the products/services that are the subject of the claim.
- i) Disclaimer of Liability. To the maximum extent permitted by applicable law, neither Party will be liable for any indirect, incidental, special, punitive or consequential damages, or for any loss of profits, business opportunity, revenue, goodwill or data, work stoppage, computer failure, or other commercial or economic loss of any kind, or any claim against Customer by any other third party even if such loss is caused by the failure of the other Party hereto to comply with its obligations under this agreement.

- ii) Limitation of Liability Exclusions. The limitations of liability in this Section 6 will not apply to (a) Customer's violation of Company's or its licensors' Title/Ownership or Intellectual Property and any rights therein; (b) Customer's use of the Deliverables in a manner not expressly authorized by the SOW; (c) either Party's breach of its obligations concerning Confidential Information under the SOW; (c) Customer's payment obligations under the SOW; (d) any liability which may not be excluded by applicable law; or (e) either Party's liability for any fraudulent misrepresentations made by one party on which the other party can be shown to have relied.

7) Fees and Payment.

- a) Payment. Company will provide the Services on a Fixed Fees basis, as described in the SOW. The fees are exclusive of all taxes which invoiced by Company, and Customer shall pay any sales, use, goods and services, consumption or other tax and any duties or assessed tariffs. Payment for all Company services shall be based on a "Amount Payable" as shown in the Service Fees Section of this SOW and invoiced and paid on a lump sum basis. Lump sum estimating may be only one total amount for the entire project, or it may be a price for each category. Customer is responsible for obtaining and providing to the Company any certificate of exemption or similar document required in exempting any transaction hereunder from any such tax liability.
- b) Invoicing. Customer must pay invoices within thirty (30) days of the date of invoice unless otherwise agreed to by the Parties and set forth in the SOW.
- c) Late Payments. Any undisputed sum due the Company under the SOW that is not paid by its due date shall bear interest from the due date thereof to the date of payment at a rate of interest equal to the lesser of twelve percent (12%) per annum or the highest amount permitted by law, calculated and payable monthly. Company may suspend performance of the Services while any payment is delinquent.
- d) Currency. All charges and fees will be in the currency specified in the SOW.

8) Term and Termination.

- a) Term. The term of the applicable SOW begins on the effective date of such SOW and continues until
 - i) Customer's acceptance of the final Deliverables or final invoiced timesheet,
 - ii) terminated under Section 8(b) herein, or
 - iii) the Parties mutually terminate the SOW in writing.
- b) Termination.
 - i) Breach. Either Party may terminate the Agreement immediately upon written notice if: (i) the other Party breaches any provision of the Agreement and does not cure the breach within thirty (30) days after receiving written notice from the other Party; or (ii) the other Party commits a material breach of the Agreement that is not capable of being cured. Company may terminate the SOW in its entirety effective immediately upon written notice to Customer if Customer: (i) terminates or suspends its business; (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding.
 - ii) Convenience. At any time at which no Services are being performed or are required to be performed pursuant to the SOW, either Party may terminate this Agreement (and all SOWs under it) by providing thirty (30) days written notice to the other party. Further, both Parties agree that a SOW may contain express provisions allowing one or both parties to terminate the SOW, provided that the effect of termination of any SOW shall be pursuant to Section 8(c) herein.
- c) Effect of Termination. In the event of termination, Customer shall pay for all Services performed, expenses incurred, and Products delivered through and including the date of termination, as well as for Products ordered from third parties that Company cannot cancel if applicable. The Customer will also reimburse for non-cancellable/non-refundable costs incurred to terminate any secondary agreements that the Company undertook in connection with the Services to be performed hereunder. Further, in the event this Agreement terminates prior to the completion of any unfinished SOW, the rights and title to such unfinished SOW shall remain the sole property of Company and Customer agrees that Customer may not disclose such unfinished SOW to a third party without Company's prior written consent.
- d) Survival. Any provision of the SOW Terms and Conditions will survive any termination or expiration of the SOW if by its nature and context it is intended to survive, including provisions relation to payment of outstanding fees, confidentiality, intellectual property, title/ownership, warranties, and limitation of liability.

- 9) **Insurance.** At all times, during the term of this Agreement, Company shall maintain, at its sole cost and expense, Commercial General Liability insurance, with limits of not less than USD \$1 million per occurrence, and USD \$2 million in the annual aggregate, for products and completed operations. During the Term of the Agreement, Company shall endeavour to provide thirty (30) days prior written notice of cancellation of the policy. At the request of Customer and when applicable, Company will provide a certificate of insurance evidencing the above-noted coverage.
- 10) **Non-Solicitation.** Without the prior written consent of the Other Party, during the term of this Agreement and for a period ending one (1) year from the date of the termination of the Agreement, neither Party shall directly or indirectly solicit for employment any employees of the Other Party or its Affiliates so long as they are employed by the Other Party or its Affiliates.
- 11) **Miscellaneous.**
- a) **Independent Parties.** The Parties are independent contracting parties. Nothing in the SOW will be construed to create a partnership, joint venture, or agency relationship between the Parties.
 - b) **Notices.** Company shall deem Notice under this Agreement as given when delivered in hand, when transmitted if sent by electronic mail or facsimile, or five (5) days after mailing if sent by registered mail, return receipt requested, postage paid and addressed as provided in the SOW. If a Party changes its address for notification purposes, then it shall give the other Party written notice of the new address.
 - c) **Waiver.** Failure to enforce a provision of the Agreement will not constitute a waiver of such provision.
 - d) **Governing Law.** This Agreement (and any controversy arising therefrom) shall be governed by and construed in accordance with the laws of Delaware, without reference to its conflict-of-law rules. Each of the Parties irrevocably submits to the exclusive jurisdiction of the courts of Delaware (federal or state) in any action or proceeding arising out of or related to this Agreement.
 - e) **Construction.** The headings of sections of the SOW Terms and Conditions are for convenience and are not to be used in interpreting the SOW Terms and Conditions. As used herein, the word "including" means "including but not limited to."
 - f) **Assignment.** Neither Party shall assign this Agreement and its rights and obligations hereunder, in whole or in part, by operation of law or otherwise, without the prior written consent of the Other Party (not to be unreasonably withheld, conditioned, or delayed.) Notwithstanding the foregoing, no consent is required where the assignment is pursuant to a merger or acquisition of all the assets of the Party. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement shall be binding upon, and inure to the benefit of, the successors and assignees of the Parties hereto.
 - g) **Severability.** If any part of the Agreement is held to be unenforceable, the validity of all remaining parts will not be affected.

MEMORANDUM OF UNDERSTANDING BETWEEN
JASPER COUNTY, IOWA
AND
NELSON & ROCK CONTRACTING, INC ONAWA, IOWA

1. Parties and Purpose:

This Memorandum of Understanding (MOU) is between Jasper County, Iowa (hereinafter referred to as County) and Nelson & Rock Contracting, Inc. (hereinafter referred to as Contractor).

Iowa Department of Transportation (Iowa DOT) has awarded a contract for slope protection work along I-80 at W 62nd St S to the Contractor. Contractor has requested the use of W 62nd St S from Highway F-48W, County Roads, as a route to haul materials and gain access to the project site.

Contractor hereby agrees to complete pre-construction and post-construction video documentation of W 62nd St S from Highway F-48W and areas between the edge of road and right-of-way (ROW) line of W 62nd St S north of the existing bridge crossing over I-80. Both pre-construction and post-construction video documentation shall be witnessed by the County. Moreover, the contractor agrees to restore the road, foreslope, ditch, and backslope areas within County ROW to pre-construction conditions.

2. Term of MOU:

This MOU is effective upon the date last signed and executed by the duly appointed representatives of the parties to this MOU. This MOU shall remain in full force and effect until all restoration work required is completed on the section of roadway specified above. Failure to complete the required restoration work by October 31, 2025, or 30 working days after completion of the Iowa DOT contract whichever is sooner will result in Jasper accessing a monthly penalty of \$800 per month.

3. General Provisions:

3.1. Applicable Law:

The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Iowa. The Courts of the State of Iowa shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Jasper County, Iowa.

3.2. **Entirety of Agreement:**

This MOU represents the entire and integrated agreement between the parties and hereby supersedes all prior negotiations, representations, and agreements, whether written or oral.

4. **Signatures:**

By the signatures below, this MOU is in effect beginning on the ____ day of ____
____ 2025.

JASPER COUNTY, IOWA

Brandon Talsma, Chairperson
Jasper County Board of Supervisors

BRAD ROCK V.P.
Brad Rock
Nelson & Rock Contracting, Inc

Jasper County Auditor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE HOFFMAN AGENCY 1016 10th Street ONAWA, IA. 51040	CONTACT NAME: Beau Hupke PHONE (A/C No. Ext): 712 433 2481 FAX (A/C No): 712-433-1096 E-MAIL ADDRESS: aramm@hoffman-agency.com
INSURED Nelson & Rock Contracting 23565 HWY 45 Onawa, IA 51040	INSURER(S) AFFORDING COVERAGE INSURER A: EMC NAIC# 21415 INSURER B: RPS INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		8D5-54-76-26	01/11/2025	01/11/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANYAUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	Y		8E5-54-76-26	1/11/25	1/11/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE			8J5-54-76-26	1/11/2025	1/11/2026	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	8H5-54-76-26	1/11/2025	1/11/2026	PER STATUTE OTHER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
B							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Jasper County is listed as additional insured on the policies.

Project #50-0801-511

CERTIFICATE HOLDER

CANCELLATION

Jasper County
910 N. 11th Ave
Newton, IA 50208

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Statement of Work

Jasper County

**MIVC TO MIVB SYSTEM
INSTALLATION**

SOW Prepared By:

Keri McMahon
Solution Consultant
Heartland Business Systems, LLC
Des Moines, IA
Phone: (515) 400-8296
kmcmahon@hbs.net

Jay Nelson
Technical Architect
Heartland Business Systems, LLC
Des Moines, IA
Phone: (515) 553-6668
jnelson@hbs.net



Project Overview

This Statement of Work ("SOW") reflects the services and material to be provided by Heartland Business Systems, LLC, (hereinafter referred to as "HBS") for Jasper County (hereinafter referred to as "Customer Abv." or "Customer").

Jasper County is updating their phone system from Mitel MiVoice Connect to MiVoice Business

Project Scope

HBS will provide the following services (hereinafter referred to as the "Scope"):

HBS will design, procure and deploy a Mitel MiVoice Business phone system for Jasper County. Pricing presented is based on the Mitel MiVoice Connect to MiVoice Business promotion.

Our standard project timeline will be used for this project. If there are changes to the timeline after it is agreed to with the customer, or changes to the project in general, we will use the change order process.

In Scope

- Deployment of MiVoice Business Virtual MiVB Controller with PRI gateways
- Deployment of MiCollab Virtual Machine
- Deployment of Mitel Border Gateway Virtual Machine
- Initial Configuration of the MiVoice Business to Baseline
- MiCollab Client Softphone Enablement
- Teleworker Service Enablement
- Voicemail to Email Integration
- Creation of up to 3 (Admin, Staff, Remote, Common Area) user templates to be used during User Import / AD Sync
- Creation of approx. 185 User/Device records via Import / AD Sync
- Call Flow Documentation and Design for up to 10 unique published telephone numbers
- Configuration of Call Flow destinations per the documentation, up to 14 Auto attendants
- Configuration of up to 24 Ring Groups per the Call Flow Documentation
- Configuration and Cutover of SIP trunk services – Current trunking is PRI- will need to work with Carrier to move or source a new carrier
- Up to 4 Remote user Training Sessions
- Admin Training, 4 hours
- Day 1 Support after Cutover, 1 Cutover, up to 8 hours
- Project Closure, Documentation and Sign Off

Out of Scope

- Configuration of Customer's extant Networking or Virtual Environment
- ACD Configuration
- NAT/DMZ MiCollab Deployment
- MiCollab Calendar Integration
- Manual User-level changes to phone, key, or mailbox settings after the MiCollab sync and User import



- Changes to the Auto-attendants, Ring Groups, or Hunt Groups after the Call Flow documentation is approved by Customer
- Configuration and troubleshooting of end-user mobile devices, home internet, or connectivity to established Teleworker
- Any Modifications to Active Directory needed to support integration Power
- Any adjustments/installations to the customer client machines for voice applications.
- Gathering of customer information
- Power over Ethernet
- Any Onsite work not specified in the In Scope portion.
- Any work or material not specifically identified in this document is not included in this Agreement. The out-of-scope items shall include the following: Deployment of any additional equipment not specifically listed in this SOW or Quote for the project.

Additional Requirements and Conditions

- HBS and Customer will both ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel.
- HBS Project Manager shall provide updates to Customer regarding the project. Sarah Wacker shall be the Customer's primary contact for any questions regarding billing.
- The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors. Any shipping and delivery dates are approximate and are not guaranteed and are subject to the current availability of products from third party vendors, production schedules of third party vendors, and supply chain delays and shortages, all of which are outside the control of HBS. Such delays may extend the duration of the project and may result in budget impacts and increased time to manage resources against the estimated product delivery. In the event that a delay may impact the project, the parties shall utilize the change order process in order to address the impacts of such delay.
- Any potential dependencies discovered prior to or during implementation will be communicated to Customer and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process as necessary.

Customer Responsibilities

Site and System(s) Readiness

The items listed below shall be the responsibility of the customer:

- Information Gathering
- Physical Placement of Telephones
- Configuration Changes to Active Directory to enable Integration
- Configuration Changes to the Network to enable IP Phones
- Setup of VMWare to support VOIP Implementation
- Customer is responsible for carrier or other vendor coordination.



Working Conditions and Access

The items listed below shall apply to the extent applicable:

- Customer will provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project.
- Customer will provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Customer delays, Customer may be subject to additional charges.
- Customer will provide HBS with access, including all password and logins, to required existing network or system assets listed in the scope.
- Customer will provide HBS with proper access and workspace areas at Customer locations that includes internet, physical and remote access to in scope infrastructure or systems.
- Customer will allow the HBS engineer to connect their computer to Customer network in order to perform their duties. HBS will allow Customer to examine said notebook for current anti-virus software, if needed.
- Customer will allow HBS unescorted access to computer rooms, equipment closets and the general facility. If unescorted access is not available, Customer shall assign access levels appropriately and coordinate escorts.
- Customer will provide adequate access and credentials required for the assessment of all components or systems listed in the scope.
- Customer will provide remote access prior to, and throughout, the project if required.
- Customer will have working Internet access available where the work will be performed.
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures, telecommunication circuits, server issues, desktop issues, the acts or omissions of any third party, or any other occurrence not caused by HBS. HBS can assist with these out-of-scope issues through the Change Order process or on a time and materials basis.

Testing, Notification and Change Control

- Customer will provide advanced notification of any network outages or changes during the implementation period.
- Customer will assist with the creation of and perform user acceptance testing and post-migration end-point validations.
- HBS and Customer will provide 48-hour notification of any schedule changes.
- Customer will assist with the design, testing and validation of the project Deliverables.
- Customer and HBS agree that work shall progress when Customer staff is not available to participate.

Milestones

The project milestones below are utilized to track progress against the Project Plan.

#	Milestone
1	Current system programming and any changes desired
2	Database Creation
3	Testing of MiVB environment
4	Testing of SIP trunk in MiVB



5	Cutover
6	Punchlist

Deliverables

The following are the deliverables HBS will provide to Customer (hereinafter referred to as “Deliverables”) for this project:

Any change to the Deliverables listed below will require a Change Order.

#	Deliverables
1	Pre-installation work to include database collection from the customer including network information, user information, call flow(s) (including auto attendants)
2	User training guides
3	Links to administrator training, system documentation
4	System IP's, URL's, Customer credentials for access to Mitel System(s)
5	Project completion signoff

Fixed Fee Pricing

This SOW is fixed fee. Any additional work required under a Change Order will also be billed to Jasper County

Service and equipment identified in this SOW do not include any taxes that may be applicable. Any such taxes shall be specified on an invoice as a separate line item.

Jasper County agrees to compensate HBS for providing the Deliverables as stated in [Quote #].

Project Completion

Project will be complete when all Deliverables have been provided to Customer.

Customer will have seven (7) business days to review the Deliverables for the project. If HBS does not receive a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted.

After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or modifications to the Agreement, regardless of change to project value, require a Change Order.



Terms

Binding Agreement. This SOW describes the professional services and/or products, and results to be provided by HBS. Upon execution, this SOW shall be contractually binding on the parties. The HBS Standard Terms and Conditions are also made part of this Agreement.

Order of Precedence. Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order:

- Statement of Work
- Standard Terms and Conditions

Work Hours. All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time. Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing. In the event that any change to the above-stated work hours is required, whether due to shipping or delivery delays or any other reason, the parties shall utilize the Change Order process.

General. No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this project and SOW. HBS shall not be responsible for any delay caused by the Customer or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS.

Confidentiality. Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW.



Approval

An authorized signature below indicates acceptance of all terms of this SOW. The individual signing warrants and represents that the individual is a duly authorized representative with full authority to enter into this Agreement on behalf of the individual's organization.

Jasper County

Authorized Signature

Printed Name / Title

Date

Heartland Business Systems, LLC

Authorized Signature

Printed Name / Title

Date

MiVoice Business Migration
Quote #322702 v5


Prepared For:
Jasper County Information Systems
 Ryan Eaton
 101 1st Street Room N 108
 Newton, IA 50208
 P: (641) 792-0796
 E: reaton@jasperia.org

Prepared By:
Des Moines Iowa Area Office
 Keri McMahon
 7745 Office Plaza Dr N Suite 150
 West Des Moines, IA 50266
 P: (515) 400-8296
 E: kcmahon@hbs.net

Date Issued:
03.31.2025
 Expires:
04.01.2025

Contact Center & UC Apps		List Price	Price	Qty	Ext. Price
54004491	SIP TRUNKING CHANNEL PROXY	\$17.32	\$17.32	20	\$346.40
54006539	UCCv4.0 Entry User for MiVoice Bus x1	\$82.25	\$82.25	100	\$8,225.00
54006542	UCCv4.0 STND User for MiVoice Bus x1	\$119.00	\$119.00	60	\$7,140.00
54012174	MiVB SVI Bundle	\$330.00	\$330.00	1	\$330.00
Sourcewell Contract 120122					
				Subtotal	\$16,041.40

SWA		List Price	Price	Qty	Ext. Price
54012628	SWA MiVBus UC Advantage 3y	\$3.75	\$3.75	2200	\$8,250.00
Sourcewell Contract 120122					
				Subtotal	\$8,250.00

Core Telephony Infrastructure		List Price	Price	Qty	Ext. Price
54002701	MiVoice Business License-SINGLE LINE EXT	\$28.35	\$28.35	15	\$425.25
54004975	MiVoice Bus License - Enterprise User	\$65.10	\$65.10	16	\$1,041.60
54005400	MiVoice Business SIP Trunks x10	\$338.10	\$338.10	2	\$676.20
Sourcewell Contract 120122					
				Subtotal	\$2,143.05

Devices		List Price	Price	Qty	Ext. Price
50006271	PWR CRD C13 10A 125V - NA Plug	\$10.07	\$10.07	3	\$30.21
50006874	M695 PKM	\$154.05	\$154.05	1	\$154.05
50008299	6800/6900 Wall Mount	\$27.30	\$27.30	10	\$273.00
50008387	6940w IP Phone	\$238.00	\$238.00	16	\$3,808.00
50008415	6915 IP Phone V2	\$110.00	\$110.00	150	\$16,500.00
51309162	TA7104 Universal (w/o AC cord)	\$338.00	\$338.00	3	\$1,014.00
Sourcewell Contract 120122					
				Subtotal	\$21,779.26

Write-In Components		List Price	Price	Qty	Ext. Price
887076	Algo Paging Interface	\$410.00	\$410.00	2	\$820.00

Write-In Components	List Price	Price	Qty	Ext. Price
Sourcewell Contract 120122				
		Subtotal		\$820.00
Professional Services	List Price	Price	Qty	Ext. Price
HBS-FF-LABOR MIVC to MIVB	\$38,370.00	\$38,370.00	1	\$38,370.00
		Subtotal		\$38,370.00
Project Discount	List Price	Price	Qty	Ext. Price
HBS-DISCOUNT Project Discount Project discount of \$4,000 if order is placed by March 31, 2025	\$0.00	(\$4,000.00)	1	(\$4,000.00)
		Subtotal		(\$4,000.00)
Quote Summary				Amount
Contact Center & UC Apps				\$16,041.40
SWA				\$8,250.00
Core Telephony Infrastructure				\$2,143.05
Devices				\$21,779.26
Write-In Components				\$820.00
Professional Services				\$38,370.00
Project Discount				(\$4,000.00)
Total:				\$83,403.71

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2020.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2023.v2.0

Acceptance

Des Moines Iowa Area Office

Jasper County Information Systems

Keri McMahon

Signature / Name

03/31/2025

Date

Signature / Name

Initials

Date

**JASPER COUNTY SHERIFF'S
REPORT OF RECEIPTS AND DISBURSEMENTS
For the 3rd Quarter Ending**

Item 7b
April 8, 2025

**March 31, 2025
JAN-FEB-MAR**

**FY: 2024-2025
QTR: 3rd**

RECEIPTS:

Fees	\$	28,197.53
Mileage	\$	8,346.53
Miscellaneous to Treasurer	\$	160,139.97
<hr/>		
Board/Care Prisoners	\$	84,060.00
Work Release & Prisoner Reimb	\$	58,644.26
C/W Permits County	\$	4,580.00
Purchase Permits	\$	120.00
DARE Trust Fund	\$	-
DARE Reimbursement	\$	-
Miscellaneous	\$	4,727.15
Sex Offender Registry	\$	125.00
Prisoner's Phone	\$	6,426.24
K-9	\$	-
In House Detention	\$	-
<hr/>		
Drug Task Force Reimbursement	\$	-
Tobacco Compliance Checks	\$	-
Forfeiture Money	\$	-
Concessions/Comm	\$	-
<hr/>		
Overpayment-\$5 or less	\$	4.10
Donations - Reserve Deputy	\$	-
Inmate Medical Reimbursement	\$	1,248.20
GTSB (March 2025 only)	\$	205.02
Miscellaneous Trusts	\$	86,099.73
C/W Permits to State IDPS	\$	1,145.00
Condemnations	\$	-
Sheriff's Sale	\$	258,895.77
APPLIED RECEIPTS for the Qtr TOTAL	\$	542,824.53
(Deposited within date range, but receipt paid is not in date range)	\$	-
{DEPOSITS FOR THE QTR}	\$	542,824.53

DISBURSEMENTS:

County Treasurer Receipts	\$	196,684.03
Clerks of Court	\$	39,815.26
Garnished Funds (other)	\$	-
C/W Permits to IDPS	\$	605.00
Miscellaneous Trusts	\$	15,423.46
Sheriff's Sale	\$	258,895.77
MT Disbursed	\$	37,440.65

**** DISBURSEMENTS for the QTR TOTAL \$ 548,864.17**

BALANCE ON HAND BEGINNING OF QUARTER	\$	21,536.23
<hr/>		
Total Receipts	\$	542,824.53
Total Disbursements	\$	548,864.17
<hr/>		
BALANCE ON HAND END OF QUARTER	\$	15,496.59

I, the undersigned, do hereby certify that the report given above is a correct report of fees and expenses charged, and of collections and disbursements by me as Sheriff during the specified period.

Dated this 31st day of March, 2025.



BRAD M. SHUTTS, SHERIFF
Jasper County, Iowa

prepared by 
Julie P. Dodds

JASPER COUNTY SHERIFF

Item 7c
April 8, 2025

Treasurer's Report - EMS FUND

01/01/2025 thru 03/31/2025

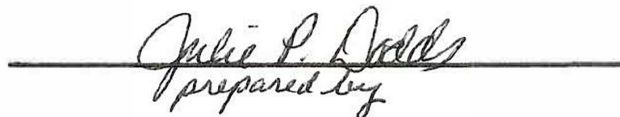
3rd Qtr
FY 24-25

Credit (Receipt) Details - Includes all Fees not paid to ending date

Item/Service	Account Number	Amount
ALS	0305-1-05-1200-534000	809.00
EMS	0305-1-05-1200-539100	4,650.00
EMSREIMB	0305-1-05-1200-440000	1,350.00
Total Due County Treasurer:		6,809.00



BRAD M SHUTTS, SHERIFF


prepared by

Resolution _____

STATE OF IOWA }
Jasper County }

TRANSFER ORDER

\$1,985,496.71

Newton, Iowa, April 8, 2025

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer One million nine hundred eighty five thousand four hundred ninety six dollars and 71/100***

From: 0040-Local Option Sales
Services Tax Fund

To: Various funds
(See Below)

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Property Tax Relief Allocation

By Order of Board of Supervisors.

NO. 1544

Supervisor

Attest



Auditor/Designee

The Local Option Sales & Services Tax Fund is used for property tax relief for the current FY 24-25 budget.

0001- General Basic Fund	\$	1,000,000.00
0002- General Supplemental Fund	\$	400,000.00
0011- Rural Services Basic Fund	\$	585,496.71
	\$	<u>1,985,496.71</u>

Resolution _____

STATE OF IOWA }
Jasper County }

TRANSFER ORDER

\$160,427.03

Newton, Iowa, April 8, 2025

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer One hundred sixty thousand four hundred twenty seven dollars and 03/100***

From: 0001 - General Basic
Fund

To: 0020 - Secondary Roads Fund

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Road Use Funds Match

By Order of Board of Supervisors.

Supervisor

NO. 1545

Attest

Teresa Howard
Auditor/Designee

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

2nd payment for FY2025

Resolution _____

STATE OF IOWA
Jasper County

}

TRANSFER ORDER

\$1,554,145.77

Newton, Iowa, April 8, 2025

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer One million five hundred fifty four thousand one hundred forty five dollars and 77/100***

From: 0011 - Rural Services
Fund

To: 0020 - Secondary Roads Fund

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Road Use Funds Match

By Order of Board of Supervisors.

NO. 1546

Supervisor

Attest

Teresa J. Dink
Auditor/Designee

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

2nd payment for FY2025

	A	B	C	D	E	F	G	H	I	J
1	Jasper County					Computation of Maximum/Minimum Allowable Transfer from General				
2	Year ended June 30, 2025					Basic and Rural Services Basic Funds to Secondary Roads Fund				
3					Period 1-6					
4										
5						Collections	Tax Rate Per \$1000	Total Fund Tax Levy Per \$1000	Total	
6	Maximum Allowable Transfer (As required by Chapter 331.429 of the Code of Iowa)									
7	General Basic Fund Share of:									
8		Current tax & State Tax Credits (except Military)				8,103,065.65	0.16875	4.07874	335,248.71	
9		Utility & Excise Tax				125,156.57	0.16875	4.07874	5,178.11	
10		Military tax credit				-	0.16875	3.50000	-	
11		Mobile Home tax collections				4,131.05	0.16875	3.50000	199.18	
12		Delinquent tax collections				717.68	0.16875	3.50000	34.60	
13		Maximum amount authorized				8,233,070.95			340,660.60	
14		Actual Transfers							(180,233.57)	
15		Under (Over) maximum authorized transfers							160,427.03	
16		Percentage of Actual to Maximum							0.53	
17										
18	Rural Services Basic Fund Share of:									
19		Current tax & State Tax Credits (except Military)				3,466,561.23	3.00375	3.01082	3,458,421.06	
20		Utility & Excise Tax				66,325.70	3.00375	3.01082	66,169.95	
21		Military tax credit				-	3.00375	3.95000	-	
22		Mobile Home tax collections				2,531.16	3.00375	3.95000	1,924.80	
23		Delinquent tax collections				-	3.00375	3.95000	-	
24		Maximum amount authorized				3,535,418.09			3,526,515.82	
25		Actual Transfers							(1,972,370.05)	
26		Under (Over) maximum authorized transfers							1,554,145.77	
27		Percentage of Actual to Maximum							0.56	
28										
29	Minimum Allowable Transfer (As required by Chapter 312.2(8) of the Code of Iowa)									
30						Assessed Value of Taxable Property	Tax Rate Per \$1000		Total	
31		General Basic Fund (All taxable property in the County)				2,149,737,069.00	0.16875		362,768.13	
32		Rural Service Fund (Not located within City limits)				1,248,303,345.00	3.00375		3,749,591.17	
33		Total revenue potential							4,112,359.30	
34		Minimum Allowable Transfer (75% of total revenue potential)							3,084,269.48	
35										
36		Total Actual Transfer from General Basic & Rural Services Funds							3,867,176.42	
37		Local Option Sales Tax (Secondary Roads Fund)							32,488.00	
38		Other Funds Provided for Secondary Road Purposes								
39		Total							3,899,664.42	
40		Under (Over) minimum requirement							(815,394.94)	
41		Percentage of Minimum Total to Maximum for General Basic & Rural Services Fund (If greater then 75% - OK)							0.95	
42										

April 1, 2025

Tuesday, April 1, 2025, the Jasper County Board of Supervisors met in special session at 8:30 a.m. with Supervisors Talsma, Nearmyer, and Cupples present and accounted for; Board member Talsma presiding.

Motion by Cupples, seconded by Nearmyer to open a Public Hearing for the proposed property tax levy for FY2025/2026.

YEA: NEARMYER, CUPPLES, TALSMA

There were 9 citizens present at the Public Hearing asking for more information regarding the budget statement mailing and if their taxes were going to be increased next fiscal year. One citizen understands the mailing was pushed due to poor legislation passed by the State. They are tired of the taxes going up with inflation but there is never any relief. Citizens are concerned that they are being taxed out of their homes.

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

YEA: NEARMYER, CUPPLES, TALSMA

Motion by Cupples, seconded by Nearmyer to adopt Resolution 24-35 approving the proposed property tax levy for FY2025/2026.

YEA: NEARMYER, CUPPLES, TALSMA

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

Motion by Nearmyer, seconded by Cupples to adjourn the Tuesday, April 1, 2025, meeting of the Jasper County Board of Supervisors.

YEA: NEARMYER, CUPPLES, TALSMA

Jenna Jennings, Auditor

Brandon Talsma, Chairman

April 1, 2025

Tuesday, April 1, 2025, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Nearmyer and Cupples present and accounted for; Chairman Talsma presiding.

Dr. Patrick Edwards presented to the Board that they had lost 2.5 Medical Examiner Investigators over the last few months and is looking at appointing two citizens to fill those spots. Dr. Edwards is also seeking a grant to help pay for Medical Examiner Investigator training.

Motion by Nearmyer, seconded by Cupples to appoint Mary Robinson and Jamey Robinson as Medical Examiner Investigators.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer allowing Dr. Patrick Edwards to seek a state grant that will help pay for the training of Mollie Bottorff and Mary Robinson as Medical Examiner Investigators.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to set a Public Hearing for the increase storage capacity of the Anhydrous Ammonia at the Heartland Coop site in Kellogg with recommended dates and times of April 15th, April 22nd, and May 6th, 2025, at 9:30 a.m. in the Jasper County Board of Supervisors Room.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to award the only bid submitted to tile the Jasper County Sheriff's Office Firearms Range in the amount of \$45,402.40 to Sully Construction and to be paid out of LOST funds.

YEA: NEARMYER & TALSMA

NAY: CUPPLES

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-36 approving the request from the Jasper County Engineer's Office to create one (1) Permanent Part-Time position of Accounting Clerk/Computer Specialist.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Nearmyer, seconded by Cupples to remove the full-time position of Office Finance Manager from the books.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to set a Public Hearing for a rezone request from Rural Residential (RR1) to Agricultural (A) for parcel # 14.08.300.010 with recommended dates and times of April 15th, April 22nd, and May 6th, 2025, at 9:30 a.m. in the Jasper County Board of Supervisors room.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to set a Public Hearing for a rezone request from Agricultural (A) to Rural Residential Large Lot (RR5) for parcel # 06.01.300.006 with recommended dates

and times of April 15th, April 22nd, and May 6th, 2025, at 9:30 a.m. in the Jasper County Board of Supervisors room.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-37 setting dates of a Consultation and a Public Hearing on the proposed Amendment No. 4 to the Urban Renewal Plan for the Amended Jasper County Urban Renewal Area in Jasper County, State of Iowa.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to set a Consultation Meeting with a recommended date and time of April 7, 2025, at 9:00 a.m. in the Jasper County Board of Supervisors Room.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to set a Public Hearing with a recommended date and time of April 22, 2025, at 9:30 a.m. in the Jasper County Board of Supervisors room.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-38 determining the necessity and setting dates of a Consultation and a Public Hearing on a proposed Jasper Rail Park Urban Renewal Plan for a proposed Urban Renewal Area in Jasper County, State of Iowa.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to set a Consultation Meeting with recommended date and time of April 7, 2025, at 9:00 a.m. in the Jasper County Board of Supervisors room.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to set a Public Hearing with a recommended date and time of April 22, 2025, at 9:30 a.m. in the Jasper County Board of Supervisors room.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve the Board of Supervisors minutes for March 25, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

There were no Board Appointments.

Motion by Cupples, seconded by Nearmyer to enter into a closed session requested by Scott Nicholson and 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.

YEA: CUPPLES, NEARMYER, TALSMA

ROLL CALL YEA: NEARMYER, CUPPLES, TALSMA

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

Motion by Nearmyer, seconded by Cupples to direct Engineer, Mike Frietsch, to send a Memorandum of Understanding between Jasper County and Brian Fivas for the use of Public Right-of-Way.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to enter into closed session requested by Scott Nicholson and 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.

YEA: CUPPLES, NEARMYER, TALSMA

ROLL CALL YEA: NEARMYER, CUPPLES, TALSMA

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

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to table the item discussed in closed session until the April 15, 2025, agenda.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to adjourn the regular meeting and enter into the work session.

YEA: CUPPLES, NEARMYER, TALSMA

The Board discussed increasing the pay for the Assistant to the Engineer, Nicole Williams, due to an increase in workload. The Board also discussed the FY25/26 budget and started finalizing numbers to move forward.

Motion by Cupples, seconded by Nearmyer to adjourn the Tuesday, April 1, 2025, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, NEARMYER, TALSMA

Jenna Jennings, Auditor

Brandon Talsma, Chairman