



BOARD OF SUPERVISORS

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

Thad Nearmyer

Doug Cupples

Brandon Talsma

March 17, 2026

9:30 a.m.

www.jasperia.org

Live Stream: <https://vimeo.com/event/5748469?fl=so&fe=fs>

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

Pledge of Allegiance

- Item 1 Public Hearing 2nd Reading – Community Development – Kevin Luetters**
a) Public Hearing for Changes to the Jasper County Animal Control Ordinance 66B (will change to 66C)
- Item 2 Buildings & Grounds – Adam Sparks**
a) J.C.C.C Rooftop Replacement
- Item 3 Engineer – Mike Frietsch**
a) Award Bid for Two (2) New Deere 333 P Level 4 Package Compact Track Loaders to Van Wall Equipment, Inc. with Trade-In Allowance for Existing 333 Gs and Adding Impact Resistant Glass in Door for a Total of \$127,330
b) Approve Federal-aid Funding Agreement with the Iowa Department of Transportation for Project No. BRS-C050(160)--60-50 Replacement of Bridge H-10
c) Resolution vacating a portion of S 28th Ave W from Iowa Interstate Railroad right-of-way along Highway F-48 W to a point westerly along the centerline of S 28th Ave W approximately 0.2 miles
- Item 4 Approval of Board of Supervisors Minutes from March 10, 2026**
- Item 5 Board Appointments**

PUBLIC INPUT & COMMENTS

Close 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.

Jasper County, Iowa

Ordinance #66BC Animal Control

- 1.01 Policy
- 1.02 Definitions
- 1.03 Intake/ Release Procedure
- 1.04 Unclaimed Animals
- 1.05 Responsibilities of Owners
- 1.06 Conditions for Impoundment
- 1.07 Confinement
- 1.08 Keeping of Potentially Dangerous Dogs
- 1.09 Right to Kill
- 1.10 Keeping of Vicious Dogs and Dangerous Animals Prohibited
- 1.11 Vicious Dog and Dangerous Animal Exceptions
- 1.12 Abatement Procedure Pertaining to Vicious Dogs and Dangerous Animals
- 1.13 Animal Welfare and Care
- 1.14 Animal Welfare Complaints
- 1.15 Fees
- 1.16 Severability
- 1.17 Enforcement
- 1.18 Effective Date

1.01 POLICY

Jasper County ~~Animal Control will maintain licensure as a "pound" under the Bureau of Animal Industry in the Dept. of Agriculture and Land Stewardship.~~ Animal Control will conduct activities that support chapter 717 and 717B of the Code of Iowa as it relates to offenses and injury to animals. This will be done in cooperation with local law enforcement. Fees may be charged to cover costs of disease prevention and custodial care.

1.02 DEFINITIONS

For use in this chapter, the following terms or words are interpreted or defined:

1. "Animal" means domesticated dog or cat unless otherwise indicated in this section.
2. "Animal Control Officer" means a person designated by the county to perform such duties involving animal control and having police authority for the enforcement in this chapter.
3. "Animal Pound" means any premises, either designated or contracted for, by the county for the proper care of impounded animals held under the authority of this chapter.

4. "At Large" means any animal found off the premises of its owner and not under the control of a competent person. An animal shall not be deemed at large if such animal is:
 - A. Restrained within a motor vehicle.
 - B. In a fenced-in area.
 - C. Housed in a veterinary hospital or kennel.
 - D. On a leash (electronic or otherwise).
 - E. "At heel" beside a competent person and obedient to that person's command.
5. "Attack" means an act committed by an animal with the ability to execute such an act that either by threat of physical contact or actual physical contact causes fear, pain or injury to a human being or an animal so long as the latter has not first committed such an act on the offending animal.
6. "Cats" means both male and female animals of the feline species, whether altered or not.
7. "Control" is established when an animal is secured by a leash or lead, confined in a fenced-in area or vehicle, or obedient to a competent person's commands.
8. "County Agent" is the director of community development or designee.
9. "Dangerous Animal" means (a) any animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among, human beings or animals and having known tendencies as a species to do so; (b) any animals declared to be dangerous by the Board of Supervisors upon reasonable notice to the owner thereof who shall be entitled to a hearing before the Board; and (c) the following animals which shall be deemed dangerous animals per se:
 - A. Wolves, coyotes, and foxes;
 - B. Badgers, wolverines, weasels, mink, and other Mustelids;
 - C. Bats;
 - D. Bears;
 - E. Gila monsters and lizards that are venomous or poisonous;
 - F. All apes (including chimpanzees), baboons, and macaques;
 - G. Monkeys, except the squirrel monkey;
 - H. Elephants;
 - I. Wild boar;
 - J. Black widow and brown recluse spiders and scorpions;
 - K. Snakes which are naturally venomous or poisonous;
 - L. Snakes which are constricting and exceeding six (6) feet in length;

M. All cats, except domestic cats (Carnivore of the family Felidae, including but not limited to lions, cougars, tigers, jaguars, leopards, lynx, ocelots, bobcats, etc.);

N. Raccoons, opossums, and skunks;

O. Any animal that has attacked or bitten any person without provocation, or any animal that has exhibited vicious propensities in present or past conduct by acting in the following manner; **(a)** by biting a person or persons on two separate occasions within a twelve (12) month period; or **(b)** did bite a person once causing injuries above the shoulders of the person.

10. "Disturbance" means the act of trespassing, chasing, maiming, or killing domestic livestock or fowl; damaging or killing domestic livestock or fowl; damaging or destroying personal property; biting or attempting to bite a person.

11. "Dogs" means both male and female animals of the canine species, whether altered or not.

12. "Impound animal" means an animal that is taken or seized by police action.

13. "Livestock" means animals kept for use of pleasure, especially farm animals kept for use and profit including fowl.

14. "Owner" includes, in addition to its ordinary meaning, any person or persons, firm, association or corporation owning, keeping, sheltering or harboring an animal.

15. "Potentially dangerous dog" means any of the following:

- A.** Any dog which, when unprovoked, on two separate occasions within the prior 36-month period, engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the animal are on or off the property of the owner or keeper of the dog.
- B.** Any dog which, when unprovoked, inflicts injury upon a person less severe than as defined in Section 1.02(9).

16. "Proper enclosure" means any pen or kennel with sides attached to a secured top and a secured bottom, floor or foundation. In lieu of a top, a fence may be used that is at least six feet in height or six feet taller than any internal structure that the dog can jump from. In lieu of a bottom, a fence may be used that is imbedded into the ground at least two feet to prevent any digging under the fence.

17. "Provoked" means, but is not limited to:

- A. Any willful trespass or other tort upon premises occupied by the owner or keeper of the dog.
 - B. Any act of teasing, tormenting, abusing, or assaulting or threat to act; being committed by a person or animal against a dog or the owner or keeper of the dog.
- 18. "Severe injury" means any physical injury ~~to a human being~~ that results in death, muscle or tendon tears, joint injuries, disfiguring lacerations or requires multiple sutures.
- 19. "Stray" means any animal unlawfully running at large, the ownership of which cannot with reasonable investigation be ascertained or any animal which has been abandoned by its owner.
- 20. "Unincorporated Areas" means areas not within the confines of an incorporated city.
- 21. "Vicious dog" means any of the following:
 - A. Any dog, which, when unprovoked and in an aggressive manner, bites a human being above the waist (excluding the hands) or inflicts severe injury upon or kills a human being.
 - B. Any dog previously determined to be potentially dangerous by Jasper County which, after its owner or keeper has been notified of the determination, described in Section 1.02 continues the behavior described or is maintained in violation of Section 1.08.

1.03 INTAKE/ RELEASE PROCEDURE

- A. Animals will be impounded by a county agent or the local law enforcement officer at their discretion if the animal poses a safety threat to the community.
- B. Animals that are claimed by an owner must be shown to be current on their Rabies, Distemper/Parvo vaccination before they can be released. No animal may leave the facility without a Rabies certificate, and Distemper/Parvo vaccinations.
- C. An "Animal Release Form" must be filled out for all animals held in the pound and held on file for one year as per State licensing requirements for a pound.
- D. Animals that are known to be potentially dangerous, dangerous, vicious, or having a contagious disease may not be admitted into the pound's custody.

1.04 UNCLAIMED ANIMALS

- A. Stray animals brought to the pound that have not been claimed after 7 days will be transferred to another animal rescue facility. All information known about the animal shall be disclosed to the animal rescue facility by pound staff.
- B. Stray animals will be given Distemper/Parvo, Bordetella, and Rabies vaccinations according to Iowa Department of Agriculture and Land Stewardship (IDALS) regulation.
- C. Impound animals that have been acquired by police action, not claimed within 72 hours may be transferred to an animal rescue facility. All information known about the animal shall be disclosed to the animal rescue facility by pound staff or local law enforcement. Police Authority shall notify the animal owner that their animals were seized and that they have 72 hours to properly get their animals out of impound or make approved arrangements with pound staff.

- D.** Animals deemed to be not adoptable due to health or temperament by a licensed veterinarian will be humanely euthanized by a licensed veterinarian.

1.05 RESPONSIBILITY OF OWNERS

It shall be the responsibility of an owner of any animal, through the use of methods deemed reasonable and proper and in accordance with all other laws, to comply with the following conditions:

1. It is unlawful for an owner of any animal to permit such animal to pass upon the premises of another person, thereby causing damage to, or interference with, the premises.
 - If while the animal is at large and unprovoked kills or attacks another animal causing severe injury. The owner will be charged with an additional violation.
2. It is unlawful for an owner of any animal to permit such animal to cause serious noise or disorder to any person or persons by frequent and habitual howling, yelping, barking, or otherwise; or by running after or chasing persons, bicycles, automobiles or other vehicles, or in any way posing a public hazard, a public nuisance, or a disturbance.
3. It shall be the duty of the owner of any dog, cat or other animal which has bitten or attacked a person or any person having knowledge of such bite or attack to report this act to a local health or law enforcement official. It shall be the duty of physicians and veterinarians to report to the Board of Health, County Agent, or Local Law Enforcement the existence of any animal known or suspected to be suffering from rabies. (Code of Iowa, Sec. 351.38)

1.06 CONDITIONS FOR IMPOUNDMENT

1. Any animal found at large that may pose a safety threat.
2. Any dog which is causing a disturbance is subject to seizure and impoundment.
3. Any vicious dog or dangerous animal believed to pose a risk or threat of harm to any person or animal may be seized and impounded.
4. Any animal against which two (2) or more complaints for running at large and causing a disturbance to have been made is subject to restraint on the property of the owner. This is to include all animals within the County.
5. Any animal that is seized by police action.

1.07 CONFINEMENT

When the Animal Control Officer or County Agent receives information that any person has been bitten by an animal or that a dog or animal is suspected of having rabies, the Animal Control Officer or County Agent shall order the owner to confine such animal in the manner provided herein for a minimum of ten (10) days.

1. An animal must be quarantined by a licensed veterinarian or at a licensed pound at the owner's expense, if:
 - A. The animal is over four (4) months of age and has no record of current rabies Vaccination. Unvaccinated animals cannot be vaccinated until the end of the quarantine period, at which time the animal must be vaccinated at the owner's expense and paid in advance of the 10-day hold.
 - B. The events leading to the incident are such that rabies is suspected.
 - C. There was no due cause for the incident, or the animal has suspicious recent history. This will be utilized even if the animal has a record of being currently vaccinated for rabies.
2. Home quarantine may be permissible if:
 - A. Conditions listed in Subsection 1.07 (1) are not applicable and the owner can provide proper confinement of the animal, complete with the posting of a sign in a conspicuous place, warning of possible rabies infection. Confinement will be done by the penning of the animal so that there is a metal barrier as to prevent the intimate approach of any other animal or person.
 - B. The owner of the animal shall sign an agreement to adhere to the rules of confinement for the designated length of time and also agrees to notify the County immediately if the animal sickens, dies, or escapes.
 - C. The animal must be examined by a licensed veterinarian at the end of the quarantine period, and revaccinated if the bite occurred within two months of the expiration date of the current vaccination. The quarantine period shall be ten (10) days for all animals. With the approval of a licensed veterinarian, said animal may be euthanized and the brain sent for examination at the owner's expense, if it is not practical to confine the animal for reasons of health and safety. If the owner fails to confine such animal in the manner directed, and animal shall be apprehended and impounded and after ten (10) days the animal will be euthanized. If such animal is returned to its owner, the owner shall pay the cost of impoundment and any other costs associated with the care of the animal.

1.08 KEEPING OF POTENTIALLY DANGEROUS DOGS

A potentially dangerous dog shall at all times be kept confined within a residence or in a secured proper enclosure. The enclosure shall be locked with a key or combination lock to prevent the entry of children. When off the premises, the dog must be kept on a substantial leash of no more than six feet in length and under the control of a responsible adult. If there are no additional instances of the behavior described in Section 1.02 within a 36-month period from the date of designation as a potentially dangerous dog, the dog may be removed from the list of potentially dangerous dogs.

1.09 RIGHT TO KILL

The County reserves the right to euthanize any animal not under observation for rabies or under rabies quarantine for which no reasonable veterinary care would prove to be practical to sustain said animal, when said animal is afflicted with a contagious disease which would endanger the welfare of the other animals in the shelter, or any dog declared as vicious by Jasper County.

1.10 KEEPING OF VICIOUS DOGS AND DANGEROUS ANIMALS PROHIBITED

No person shall keep, shelter or harbor any animal as a pet, or act as a temporary custodian for such animal, or keep, shelter or harbor such animal for any other purpose or in any other capacity within the County except as provided in Section 1.11 of this chapter. Any dog that has been declared vicious by the Jasper County Animal Review Board will be euthanized within a timeframe set by the Review Board at the owner's expense. No dog declared as vicious shall be allowed to be taken out of or brought into Jasper County.

1.11 VICIOUS DOGS AND DANGEROUS ANIMAL EXCEPTIONS

The prohibition contained in Section 1.10 of this chapter shall not apply to the keeping of illegal animals in the following circumstances:

1. The keeping of illegal animals in a public zoo, bona fide educational or medical institution, humane society or museum where they are kept as live specimens for the public to view, or for the purpose of instruction, research or study.
2. The keeping of illegal animals for exhibition to the public by a bona fide traveling circus, carnival, exhibit or show.
3. The keeping of illegal animals in a bona fide, licensed veterinary hospital for treatment.
4. The keeping of illegal animals by a wildlife rescue organization with appropriate permits from the Iowa Department of Natural Resources.
5. Dogs while utilized by any law enforcement officer in the performance of enforcement work.

1.12 ABATEMENT PROCEDURES PERTAINING TO VICIOUS DOGS AND DANGEROUS ANIMALS

If the County Agent has a reasonable suspicion that a dog is vicious, or a dangerous animal is in violation of this chapter, the County Agent shall conduct or cause to be conducted, an investigation. In the event that the County Agent has probable cause to believe that a dog is vicious, or a dangerous animal is in violation of this chapter, the County Agent shall be empowered to convene a hearing for the purpose of determining whether or not the dog in question should be declared vicious or the dangerous animal is in violation and constitutes a hazard.

If a hearing is to be convened, the County Agent shall notify the owner or keeper of the vicious dog or dangerous animal that a hearing will be held at which said owner or keeper may have the opportunity to present evidence why the dog or dangerous animal shall not be declared a hazard.

The hearing shall be held promptly within no less than five (5) days or more than ten (10) days after the service of notice upon the owner or keeper of the dog or dangerous animal. The hearing shall be informal and shall be open to the public.

The hearing shall be overseen by a three (3) person committee. Members of the committee shall have two-year appointments and the committee shall consist of one member being an employee from the Jasper County's Sheriffs Office, one member being a licensed veterinarian, and one member being a Jasper County resident.

After the hearing, the owner or keeper of the dog or alleged dangerous animal shall be notified in writing of the determination. If a determination is made that the dog is vicious or the dangerous animal is a hazard; the owner or keeper shall comply with the provisions of this chapter in accordance with a time schedule established by the County Agent, but in no case more than thirty (30) days subsequent to the date of determination. If the owner or keeper of the vicious dog or dangerous animal contests the determination, he or she may bring a petition in the district court within the judicial district wherein the dog or dangerous animal is kept, praying that the court conduct its own hearing on whether or not the dog be declared vicious or the dangerous animal be found to be in violation and a threat to the public safety. After service of notice upon the County Agent, the court shall conduct a hearing anew and make its determination as to alleged viciousness or hazard. The issue shall be decided upon the preponderance of the evidence.

If the court rules the dog to be vicious, or the dangerous animal to be a threat to the public safety, the court may establish a time schedule to ensure compliance with this chapter. The court may decide all issues for or against the owner or keeper of the dog or dangerous animal, regardless of the fact that said owner or keeper fails to appear at said hearing. The determination of the district court shall be final and conclusive upon all parties thereto. However, the County Agent shall have the right to declare a dog vicious or an animal dangerous for any subsequent actions of the dog or animal. In the event that the County Agent has probable cause to believe that the dog in question is vicious or the animal is dangerous and poses a threat of serious harm to human beings or domestic animals, the County Agent may seize and impound the dog or dangerous animal pending the aforesaid hearings. The owner or keeper of the dog or dangerous animal shall be liable to the County when the dog or dangerous animal is impounded for costs and expenses of keeping such dog or dangerous animal.

1.13 ANIMAL WELFARE AND CARE

All animals shall be maintained with a "minimum level of care." This shall mean the care is sufficient to reasonably preserve the physical health and condition of the animal(s), and except for emergencies or circumstances beyond the reasonable control of the owner includes but is not limited to the following requirements:

1. A quantity of wholesome feed suitable for the animal's species and age, sufficient to maintain reasonable levels of nutrition, at intervals or not more than twenty- four (24) hours or longer if the dietary requirements of the animal require.
2. Reasonable access to a supply of clean, fresh water provided for drinking in amounts and at intervals suitable for the species, not to exceed twenty-four (24) hours at any interval.
3. If the animal is a pet, adequate access to a shelter sufficient to ensure that the pet does not suffer unreasonable distress due to natural elements, including but not limited to wind, rain, snow, sun, cold, heat, or dampness.
4. If the animal is livestock, adequate access to a natural or constructed barrier sufficient to offer reasonable protection against temperature extremes, wind, rain, or snow.
5. If the animal is restricted in a confinement area for an extended period, the area shall be kept reasonably clean and free from contamination, including animal waste, which may threaten the health of the animal.
6. Veterinary or farrier care, if a reasonably prudent person would advise such care to relieve distress from injury, disease or neglect.
7. If the animal is a pet, a confinement area with adequate space for the exercise necessary to preserve the health of the animal and which provides a dry area for the animal to rest. The air temperature or ventilation in the confinement area shall be suitable to preserve the health of a normal animal of the same species.
8. If an animal is fastened by a leash, including a rope or chain, which restricts the movement of the animal, a leash shall be attached to the animal by a well-fitting collar or harness that is fastened to the animal in a manner designed to prevent injury or entanglement. A leash shall not restrict an animal from access to adequate shelter or sufficient food or water.

1.14 ANIMAL WELFARE COMPLAINTS

- A. If a complaint is received about an animal's welfare or a neglect situation, the ACO will investigate following the Iowa Code Chapter 717 and 717B for guidance.

B. Following a complaint, the ACO will fill out a complaint form, documenting the caller contact information if available, and all steps taken to investigate and/or remediate the situation. The owner of the property and/or animal(s) of concern will then be contacted to ask permission to check on the welfare and condition of the animal(s). If given permission the ACO will observe the living conditions and requirements of the law for the species of concern.

C. If permission to investigate is denied by the owner, law enforcement will be contacted for procedure to gain admittance to investigate. If necessary, a search warrant may be requested by law enforcement from the county attorney.

Further investigations from a search warrant will be done according to law and Chapter 717 and Chapter 717B.

1.15 FEES

The Jasper County Board of Supervisors will establish fees to be collected by Jasper County Animal Control for services necessary for carrying out provisions of this article.

1.16 SEVERABILITY

If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjunction shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

1.17 ENFORCEMENT

Any violations of any provision of this ordinance shall be enforced as a County infraction according to procedures established by law, as may from time to time be amended. Any person, firm or corporation violating any of the provisions of this ordinance commits a County infraction and shall, upon a finding that a violation has occurred, be made to pay a penalty fee equal to the maximum then allowed for County infraction under Iowa law for each infraction, including maximum enhanced penalties for any subsequent or continuing infraction(s). Enforcement of the provisions of this ordinance may also be initiated or assisted by means of an action in law or equity, as the case may be in the Jasper County offices of the Iowa District Court.

1.18 EFFECTIVE DATE

This ordinance shall be in effect after its final passage, approval and publication as provided by law. All previous animal ordinances are considered null and void.

Passed and approved this _____ day of _____, 2026 following three reading (or due waiver thereof in the manner allowed by law).

Supervisor	Aye	Nay
Thad Nearmyer		
Doug Cupples		
Brandon Talsma		

First Reading

Passed: _____

Second Reading

Passed: _____

Third Reading

Passed: _____

Jasper County Board of Supervisors – Chairman Thad Nearmyer

Attest: Jasper County Auditor – Jenna Jennings

DICKERSON MECHANICAL

Plumbing • Heating • Cooling • Electrical

www.DickersonMechanical.com

DICKERSON MECHANICAL, INC.
129 N WEST ST
PO BOX 134
COLFAX, IA 50054-0134

PROPOSAL

DATE
2/26/2026

NAME / ADDRESS
Jasper County Adam Sparks

Woman Owned Small Business, For Profit Organization, Woman Owned Business, Contracts & Grants, S-Corp.

NAICS Codes: 237110, 238210, 238220, 238290, 238910, 541350, 561790, 56291

PHONE #	FAX #	REP	TERMS	PROJECT
(515) 674-3636	(515) 674-4338			

QTY	DESCRIPTION	COST	AMOUNT
	<p>We propose to provide the material and labor to complete the work specified below:</p> <p>We propose to remove and replace the existing rooftop packaged unit with a new 4-ton packaged gas/electric unit (208V / 3-phase, R-454B refrigerant).</p> <p>Removal of existing equipment Install New Rheem 4 Ton RTU Curb adapter Reconnect gas and electrical connections Start unit Thermostat Crane</p> <p>Excludes: Structural roof repairs, Duct modifications beyond direct connections, Permit fees (if required, can be added), Electrical service upgrades, Intergration with building controls if required, Bonds, Utilities, Patching back walls/ceilings/floors, Temporary heating/cooling/ventilation..</p> <p>Manufacturers equipment warranty 1- Year labor warranty on installation workmanship</p>		

Estimate is good for 30 days. Thank you for calling us! We look forward to working with you.

Total

ACCEPTANCE OF PROPOSAL -- The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Effective 1/1/2024 Proposals will reflect cash/check price. When using credit/debit card, a 3.5% cost of card acceptance will be added to your invoice total.

Date of Acceptance: _____ Signature: _____

Attest: Jenna Jennings, County Auditor

DICKERSON MECHANICAL

Plumbing • Heating • Cooling • Electrical

www.DickersonMechanical.com

DICKERSON MECHANICAL, INC.
 129 N WEST ST
 PO BOX 134
 COLFAX, IA 50054-0134

PROPOSAL

DATE
2/26/2026

NAME / ADDRESS
Jasper County Adam Sparks

Woman Owned Small Business, For Profit Organization, Woman Owned Business, Contracts & Grants, S-Corp.

NAICS Codes: 237110, 238210, 238220, 238290, 238910, 541350, 561790, 56291

PHONE #	FAX #	REP	TERMS	PROJECT
(515) 674-3636	(515) 674-4338			

QTY	DESCRIPTION	COST	AMOUNT
	Material and labor cost: ->TERMS: Payment is due as invoiced. Extras/Options will also be due as invoiced. All accounts are due and payable upon receipt of invoice. 2% (24% per annum) or a minimum \$1.50 per month will be charged on all balances over 30 days old. Unpaid balances may also be subject to additional Administrative Fees.	12,285.00	12,285.00

Estimate is good for 30 days. Thank you for calling us! We look forward to working with you.	Total
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ACCEPTANCE OF PROPOSAL -- The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Effective 1/1/2024 Proposals will reflect cash/check price. When using credit/debit card, a 3.5% cost of card acceptance will be added to your invoice total.

Date of Acceptance: _____ Signature: _____

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PROPOSAL

DATE
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NAME / ADDRESS
Jasper County Adam Sparks

Woman Owned Small Business, For Profit Organization, Woman Owned Business, Contracts & Grants, S-Corp.

NAICS Codes: 237110, 238210, 238220, 238290, 238910, 541350, 561790, 56291

PHONE #	FAX #	REP	TERMS	PROJECT
(515) 674-3636	(515) 674-4338			

QTY	DESCRIPTION	COST	AMOUNT
	->Bid assumes project is completed in 30 days. If for any reason completion is delayed beyond 30 days, all material ordered to date and all work completed to date becomes immediately due and payable. Subsequent payments will be due as invoiced. All material is guaranteed to be as specified. However, if availability or our supplier costs change, we reserve the right to make substitutions. All work to be completed in a workmanlike manner according to standard practices. Proposal excludes anything not specifically listed above. Any alteration or deviation from above specifications involving extra costs will be executed by verbal or written orders, and will become an extra charge over and above the proposal. In the event that availability or wholesale costs for specified equipment should change before equipment is installed, this proposal will be renegotiated for price and material. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Sales Tax	7.00%	0.00

Estimate is good for 30 days. Thank you for calling us! We look forward to working with you.	Total	\$12,285.00
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ACCEPTANCE OF PROPOSAL -- The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Effective 1/1/2024 Proposals will reflect cash/check price. When using credit/debit card, a 3.5% cost of card acceptance will be added to your invoice total.

Date of Acceptance: _____ Signature: _____

Mechanical System Recommendation



Date: 2-24-2026

Job Name: RTU Replacement

At: Newton Community Center

To: Adam Sparks

Address:

Jack Reeves
Owner
Jack@ReevesHeatingandCooling.com

641-787-7567
2570 W 12th St N
Newton, IA 50208

Items Included in Recommendation:

Installation Material	Yes	Cutting	NO
Installation Labor	Yes	Patching	NO
Electrical Wiring	Yes	Vent Piping	Yes
Condensate Piping	Yes	Gas Piping	Yes

We recommend the following equipment:

Carrier Weather Maker Single packaged rooftop, 4 ton cooling capacity and medium gas heat, 80% heating efficiency and 14 SEER cooling efficiency.

Curb adapter, Hail Guard + Crane lift is included in this quote.

Commercial Warranties - 10 year limited on heat exchanger
5 year limited on compressor
1 year limited on parts and labor

* This quote is good until the 3rd week in March 2026.

Existing equipment being replaced, if any, to be property of Dealer Will Remove
(Dealer/Customer)

Price and Terms

Heating Equipment: Carrier 48FEEA05A2A5-0A0A0

Air Conditioner Equipment: _____

Other: _____

Total Price: 9,468.00 - Add 95.00 for Mechanical Permit if applicable

Payment upon Completion	<input checked="" type="checkbox"/>
½ Payment Now, ½ Payment upon Completion	<input type="checkbox"/>
Monthly Draws on Work Completed	<input type="checkbox"/>

- * Add 4% to total price if paying by credit card*
- *Price includes all applicable taxes and permit fees*
- *Unless signed by purchaser, price subject to change after 10 days*

Purchase Agreement

The Customer hereby enters into an agreement to purchase the specified equipment and services provided by Reeves Heating and Cooling Inc.

To accept the above proposal, please sign below.

Jack Reeves
Dealer Signature

Customer Signature

Date: 2-24-2026

Date: _____

Attest: Jenna Jennings, County Auditor

Proposal

Worksite: Jasper County (IA) (251210)
Jasper County-Community Center (2401)
2401 1st Avenue East
Newton, IA 50208-4252

Invoice: Jasper County (IA)(251210)
Jasper Co CH Maint-PO Box INV(000)
PO Box 944
Newton, IA 50208-4252

Date: 3/2/2026
Quote #: 607223.1

Project: Replace roof top unit

We propose to furnish the materials and/or perform the work described below:

- Use crane to remove existing 4 ton RTU
- Place new Daiken 4 ton RTU in its place
- All electrical, gas and drain piping
- Disposal of existing RTU
- Crane charge

We have included the following:

- All labor during regular business hours.
- Final adjustment and calibration of equipment.

We have not included:

- Any work not specifically stated in this proposal.
- Parts or labor from original call.

All for the sum of: Fourteen Thousand Three Hundred Fifty One Dollars and Sixty Six Cents
\$14,351.66

This proposal is subject to the terms and conditions as shown on the attached page.
This quote is valid for 30 Days.

Upon Purchaser's approval signature, this proposal will become a legal and binding contract.

Purchaser's Acceptance:
Jasper County (IA)

Respectfully Submitted:
The Waldinger Corporation

Signature

Date

Ross Tomlinson

Signature

3/2/2026

Date

Printed Name

Ross Tomlinson

Printed Name

Attest: Jenna Jennings, County Auditor

TERMS AND CONDITIONS

1. SCOPE OF WORK

This Proposal, upon notice to proceed by the Purchaser, shall constitute the entire Agreement between The Waldinger Corporation and the Purchaser and supersedes any prior representations or understandings. No change or modification of any of the terms and conditions stated herein shall be binding upon The Waldinger Corporation unless accepted by The Waldinger Corporation in writing.

Unless it is specifically noted otherwise, The Waldinger Corporation's obligation under this Agreement expressly excludes any work or service associated with clean up, control, removal or disposal of environmental hazards or dangerous substances including but not limited to asbestos or PCBs discovered in or on the premises.

Unless it is specifically noted otherwise, this Proposal is based upon the use of straight time labor only.

2. INVOICING AND PAYMENTS

The Waldinger Corporation may invoice Purchaser monthly for all materials delivered to the jobsite or to an off-site storage facility and for all work performed on-site and off-site. Purchaser agrees to pay The Waldinger Corporation the amount invoiced upon receipt of invoice. Invoices not paid within 30 days of the invoice date will be considered delinquent and subject to a service charge and interest computed at the maximum allowable legal interest rate.

The Purchaser agrees that he will pay and reimburse The Waldinger Corporation for any and all reasonable attorney's fees or other costs which are incurred by The Waldinger Corporation in the collection of the amounts due and payable hereunder.

3. WARRANTY

The Waldinger Corporation warrants and agrees to replace any of its workmanship which is disclosed within a period of 30 Days after the performance thereof to be defective. The Waldinger Corporation warrants materials and parts purchased by The Waldinger Corporation from others only to the extent the same are warranted by the suppliers thereof.

4. TAXES

The price stated in this proposal includes any applicable taxes unless specifically noted otherwise. Purchasers shall pay any and all taxes as required by federal, state or local law.

5. COMPLIANCE WITH LAWS

The Waldinger Corporation shall comply with all applicable federal, state or local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

6. LIABILITY

The Waldinger Corporation shall indemnify the Purchaser from liabilities, losses or damages which may arise in connection with the execution of the work herein specified, and which are caused solely by the negligent act or omission of The Waldinger Corporation. Notwithstanding the foregoing, in no event shall The Waldinger Corporation be liable for any special, indirect or consequential damages which may arise in any manner in connection with the execution of the work, nor shall The Waldinger Corporation's liability under this indemnification exceed the greater of \$25,000.00 or the price of the work stated in this Proposal.

The Waldinger Corporation shall not be liable for any delay in the performance of the work resulting from or attributable to acts or circumstances beyond The Waldinger Corporation's control, including, but not limited to, acts of nature, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, owner, or other contractors or delays caused by suppliers or subcontractors of The Waldinger Corporation.



Tabulation of Bids Received for Two (2) Compact Track Loaders

Jasper County Highway Department
2:00 PM Wednesday March 11th, 2026

	VanWall Equipment Grinnell, IA	Murphy Tractor & Equipment Des Moines, IA	Capital City Kubota 50313	Capital City Equipment Co Des Moines, IA	Ziegler CAT Altoona, IA	VanWall Equipment Grinnell, IA	Murphy Tractor & Equipment Des Moines, IA	Ziegler CAT Altoona, IA	VanWall Equipment Grinnell, IA	Murphy Tractor & Equipment Des Moines, IA	VanWall Equipment Grinnell, IA	Murphy Tractor & Equipment Des Moines, IA
Bid Type	Base	Base	Base	Base	Base	Alt 1	Alt 1	Alt 1	Alt 2	Alt 2	Alt 3	Alt 3
Year	2026	2026	2026	2026	2026	2026	2026	2026	2026	2026	2026	2026
Make	Deere	Deere	Kubota	Bobcat	CAT	Deere	Deere	CAT	Deere	Deere	Deere	Deere
Model	331 P Lvl 2	331 P Lvl 2	SVL97-3HFCC	T86	275 XE	331 P Lvl 4	331 P Lvl 4	275 High Flow	333 P Lvl 3	333 P Lvl 3	333 P Lvl 4	333 P Lvl 4
Delivery Date	3-6 weeks	90 days	4/24/2026		July	3-6 weeks	90 days	August	3-6 weeks	90 days	3-6 weeks	90 days
Affidavit Form (Y/N)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Product Info (Y/N)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Warranty Info (Y/N)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Warranty	4 yrs/3000 hrs	4 yrs/3000 hrs	4 yrs/3000 hrs	4 yrs/3000 hrs	4 yrs/3000 hrs	5 yrs/3000 hrs	4 yrs/3000 hrs	4 yrs/3000 hrs	5 yrs/3000 hrs	4 yrs/3000 hrs	5 yrs/3000 hrs	4 yrs/3000 hrs
Complete Bid (Y/N)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Spec Deviations												
1.	Tipping Load 9,000 lbs	Tipping Load 9,000 lbs	Breakout Force Bucket 7,646 lb	Bucket Breakout 7,440 lb	Breakout Force Lift Cylinder	Tipping Load 9,000 lbs	Tipping Load 9,000 lbs	Breakout Force Lift Cylinder	Tipping Load 11,000 lbs	Tipping Load 11,000 lbs	Tipping Load 11,000 lbs	Tipping Load 11,000 lbs
2.		High Flow 39 gpm	Breakout Force Arm 5,277 lb	Ground Clearance 8.8"		Add Reversing Fan	High Flow 39 gpm			High Flow 44 gpm	Add Reversing Fan	High Flow 44 gpm
3.		Halogen Lighting				Add Ride Control	Halogen Lighting			Halogen Lighting	Add Ride Control	Halogen Lighting
4.						Add High Back Air Suspension	Add Reversing Fan				Add High Back Air Suspension	Add Reversing Fan
5.						Add Touch Screen Display	Add Ride Control				Add Touch Screen Display	Add Ride Control
6.							Add High Back Air Suspension					Add High Back Air Suspension
7.							Add Touch Screen Display					Add Touch Screen Display
8.												
9.												
10.												
Total Price	\$ 169,020.00	\$ 169,637.00	\$ 175,858.32	\$ 196,484.14	\$ 253,207.66	\$ 183,800.00	\$ 184,376.00	\$ 207,540.22	\$ 181,600.00	\$ 179,303.00	\$ 194,530.00	\$ 192,897.00
Trade-In Allowance for Existing 333Gs	\$ 70,000.00	\$ 61,500.00	\$ 61,500.00	\$ 61,000.00	\$ 60,000.00	\$ 70,000.00	\$ 61,500.00	\$ 60,000.00	\$ 70,000.00	\$ 61,500.00	\$ 70,000.00	\$ 61,500.00
Impact Resistant Glass Add (unit)	\$ 2,800.00					\$ 2,800.00			\$ 2,800.00		\$ 2,800.00	
Total Price w/ Trade-In and Glass	\$ 101,820.00	\$ 108,137.00	\$ 114,358.32	\$ 135,484.14	\$ 193,207.66	\$ 116,600.00	\$ 122,876.00	\$ 147,540.22	\$ 114,400.00	\$ 117,803.00	\$ 127,330.00	\$ 131,397.00



**JOHN DEERE
331 P-Tier**

Diesel **T4** **SIV**

USA **Canada**



**JOHN DEERE
333 P-Tier**

Diesel **T4** **SIV**

USA **Canada**

Emissions

Regions

Features

DESCRIPTION

Machine

Undercarriage Type	Hi Mount Drive Motor	Hi Mount Drive Motor
Lift Geometry	Vertical	Vertical
Access	Front	Front

TELEMATICS

Summary

Available	Option	Option
Platform	JDLink	JDLink

DRIVELINE

Power Source

Engine

Manufacturer		Yanmar	Yanmar
Model		4TNV94FHT	4TNV94FHT
Cylinders		4	4
Aspiration		Turbo. Intercooled	Turbo. Intercooled
Displacement	L [in³]	3.1 [186.3]	3.1 [186.3]
Rated Speed	rpm	2500	2500
Net Output	kW [hp]	70.8 [95]	78.9 [105.8]
Gross Output	kW [hp]	73 [98]	80.9 [108.5]
Torque Rated Speed	rpm	1700	1700
Torque	Nm [lb/ft]	382 [281.8]	394 [290.6]

Transmission

Description

	JOHN DEERE 331 P-Tier	JOHN DEERE 333 P-Tier
Type	Hydrostatic	Hydrostatic
Drive Method	Sprocket	Sprocket

Axles And Tracks
Track Rollers

Track Rollers	5	5
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Tracks
Trackplates

Track Shoe Width	mm [in]	400 [15.8]	450 [17.7]
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DIMENSIONS
Transport Dimensions
Length

No Bucket	mm [in]	3170 [125]	3170 [125]
With Bucket	mm [in]	3840 [151.2]	3840 [151.2]

Width

No Bucket	mm [in]	2000 [78.9]	2000 [78.9]
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Height

Top Of Cab	mm [in]	2200 [86.7]	2200 [86.7]
Ground Clearance	mm [in]	250 [9.8]	250 [9.8]

Performance Dimensions
Lift Envelope

Height To Hinge Pin	mm [in]	3350 [132]	3350 [132]
Dump Angle	°	48	48
Max Dump Height	mm [in]	2690 [106.1]	2690 [106.1]
Max Dump Height Reach	mm [in]	740 [29]	740 [29]

Steering Envelope

Turning Radius - Bucket Corner	mm [in]	2180 [85.7]	2180 [85.7]
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CAPACITIES
Fluids

Fuel Tank	L [gallon (US)]	111.7 [29.5]	136.3 [36]
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PERFORMANCE
Loadings

Machine		JOHN DEERE 331 P-Tier	JOHN DEERE 333 P-Tier
Tipping Load	kg [lb]	4086 [9000]	4994 [11000]
Operating Capacity	kg [lb]	1430 [3150]	1748 [3850]
Ground Bearing Pressure	kPa [psi]	31.7 [4.6]	32.8 [4.8]

Dynamic

Machine

Speed - Maximum	kph [mph]	13.7 [8.5]	13.7 [8.5]
Breakout - Lift	kN [lbf]	30 [6700]	38 [8500]
Breakout - Bucket	kN [lbf]	49 [11000]	61 [13750]

Hydraulic

System

High Flow

Hydraulic Power	kW [hp]	37.5 [50.3]	38 [51.1]
Hydraulic Power - Option	kW [hp]	58.5 [78.5]	67 [89.9]
Pump Flow	L/min [gallon (US)/min]	94.6 [25]	95 [25]

High Flow

Pump Flow - Option	L/min [gallon (US)/min]	147.6 [39]	167 [44]
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WEIGHTS

Operating Weight	kg [lb]	5409 [11914]	5531 [12183]
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January 2025

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a County Highway Bridge Program Project**

RECIPIENT: Jasper County

Project No: BRS-C050(160)—60-50

Iowa DOT Agreement No: 1-26-HBPS-004

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Jasper County, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the County Highway Bridge Program (HBP). In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and Local Systems Instructional Memorandum 1.100, the DEPARTMENT agrees to provide County HBP funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Jenifer Bates, and the Local Systems Central Region Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 198030
 - B. Location: On North 23rd Avenue West over Cherry Creek
 - C. Preliminary Estimated Total Eligible Construction Costs: \$2,000,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Within the eligible project construction limits, eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from County HBP funds. The RECIPIENT shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to County HBP funds that are made available to counties through the HBP Funds outlined in Local Systems Instructional Memorandum 1.100 in place at the time of this agreement being fully executed.
7. The RECIPIENT shall pay for all project costs not reimbursed with Highway Bridge Program funds.

8. The RECIPIENT shall let the project for bids through the DEPARTMENT.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
11. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
12. The project shall be let to contract within 3 years of the date this agreement is approved by the DEPARTMENT. If not, this agreement may become null and void, unless the RECIPIENT submits a written request for extension to the DEPARTMENT at least 30 days prior to the 3-year deadline. If approved, this agreement may be extended for a period of time as determined by the DEPARTMENT, but not less than 6 months.
13. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: Jasper County

This agreement was approved by official action of the Jasper County Board of Supervisors in official session on the _____ day of _____, _____.

County Auditor

Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Transportation Development Division

By _____
Brian J. Catus, P.E.
Local Systems Field Engineer
Central Region

Date _____

EXHIBIT 1

General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

1. General Requirements

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the DEPARTMENT.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. When the DEPARTMENT will pay initial project costs and credit those accounts from which initial costs were paid, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The RECIPIENT shall comply with the requirements of I.M. 5.010, DBE Guidelines.

- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming and Federal Authorization

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. The RECIPIENT must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous funding activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the RECIPIENT knows in advance that funding activity will not occur for nine months or more, the DEPARTMENT's Contract Administrator needs to be notified to determine if programming or authorization of funds can be adjusted or other options can be explored.
- c. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- d. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Design

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location

approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions; 4.020, NEPA Process; 4.110 Threatened and Endangered Species; and 4.120, Cultural Resource Regulations.

- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.
- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. 4.130, 404 Permit Process; 4.140, Storm Water Permits; 4.150 Iowa DNR Floodplain Permits and Regulations; 4.190, Highway Improvements in the Vicinity of Airports or Heliports; and 4.160, Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

5. Right-of-Way, Railroads and Utilities

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. Acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way and I.M. 3.680, Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the DEPARTMENT'S Policy for Accommodating Utilities on the County and City Non-Primary Federal-aid Road System for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT'S Policy for Accommodating and Adjustment of Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.

- ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
- iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents in Doc Express.
- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in I.M. 5.120, Local Letting Process - Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with I.M. 3.710, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract execution.

7. Construction

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in I.M. 6.000, Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

8. Reimbursements

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly. The RECIPIENT shall follow I.M. 6.020 Payment and Reimbursement Processes for requesting reimbursement.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable

and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

- d. Reimbursement claims shall be submitted on forms identified by the DEPARTMENT along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.
- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. The RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

Resolution No. _____

RESOLUTION VACATING A PORTION OF S 28th AVE W FROM IOWA INTERSTATE RAILROAD RIGHT-OF-WAY ALONG HIGHWAY F-48 W TO A POINT WESTERLY ALONG THE CENTERLINE OF S 28TH AVE W APPROXIMATELY 0.2 MILES

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 public hearings were held on February 17, 2026, February 24, 2026, and March 3rd, 2026. 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

That part of roadway easement to be vacated in the Southeast Quarter of the Southeast Quarter of Section 3, Township 79 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Southeast Corner of said Section 3;

thence on an assumed bearing South 89 degrees 59 minutes 02 seconds West 262.67 feet along the south line of the Southeast Quarter of said Section 3 to the north right of way line of the Iowa Interstate Railroad and the point of beginning;

thence South 89 degrees 59 minutes 02 seconds West 516.06 feet along said south line;

thence North 00 degrees 00 minutes 58 seconds West 33.00 feet;

thence North 89 degrees 59 minutes 02 seconds East 41.55 feet;

thence North 74 degrees 40 minutes 49 seconds East 512.32 feet;

thence along a 144.31 feet radius curve, concave to the southeast, having a central angle of 23 degrees 10 minutes 36 seconds, and a chord bearing North 86 degrees 12 minutes 08 seconds East 57.98 feet;

thence along a 104.21 feet radius curve, concave to the southwest, having a central angle of 36 degrees 20 minutes 00 seconds, and a chord bearing South 63 degrees 39 minutes 02 seconds East 64.98 feet;

thence South 16 degrees 45 minutes 43 seconds East 100.07 feet to the said north right of way line of the Iowa Interstate Railroad;

thence South 73 degrees 55 minutes 42 seconds West 171.23 feet along said north right of way line to the point of beginning.

Said tract contains 1 .59 acres.

PARCEL 2 ROADWAY EASEMENT VACATION DESCRIPTION

That part of roadway easement to be vacated in the Northeast Quarter of the Northeast Quarter of Section 10, Township 79 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Northeast Corner of said Section 10;

thence on an assumed bearing South 89 degrees 59 minutes 02 seconds West 262.67 feet along the north line of the Northeast Quarter of said Section 10 to the north right of way line of the Iowa Interstate Railroad

and the point of beginning;
thence South 73 degrees 55 minutes 42 seconds West 690.89 feet along said north right of way line;
thence North 08 degrees 34 minutes 32 seconds West 111.97 feet;
thence North 00 degrees 00 minutes 58 seconds West 33.00 feet to said north line of the Northeast Quarter of said Section 10;
thence North 89 degrees 59 minutes 02 seconds East 516.06 feet along said north line of the Northeast Quarter of said Section 10 to the point of beginning.

Said tract contains 0.86 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 _____, 2026

Thad Nearmyer
Chairman Board of Supervisors

Doug Cupples
Board of Supervisors

Brandon Talsma
Board of Supervisors

ATTEST: _____
Jenna Jennings
County Auditor

INDEX LEGEND

COUNTY: Jasper
SECTIONS: 3, T-79N, R-21W, SE 1/4 of the SE 1/4
10, T-79N, R-21W, NE 1/4 of the NE 1/4
SURVEY FOR: Jasper County Engineer, Newton, IA
OWNERS: State of Iowa, Des Moines, IA
Cecil Moffitt Farms, LLC, Altoona, IA
REFERENCED DOCUMENTS: Inst. No. 2017-03807
Bk. 1125 P. 265, Bk. 1125 P. 123
SURVEYOR & SURVEY COMPANY:
Jason S. Lowry, P.L.S.
Lowry Land Services, L.L.C.
752 Diamond Trail Rd., Searsboro, Iowa 50242
PREPARED BY AND RETURN TO:
Jason S. Lowry, P.L.S.
752 Diamond Trail Rd., Searsboro, Iowa 50242
(641) 521-1160, lowrylandservices@gmail.com

RIGHT OF WAY VACATION PLAT - PARCELS 1 & 2
Part of the SE 1/4 of the SE 1/4, SEC. 3, and Part of the
NE 1/4 of the NE 1/4, SEC. 10, T-79N, R-21W, JASPER COUNTY, IOWA

(SEE PAGE 2 FOR GRAPHICAL REPRESENTATION OF THIS PLAT OF SURVEY)

PARCEL 1 ROADWAY EASEMENT VACATION DESCRIPTION

That part of roadway easement to be vacated in the Southeast Quarter of the Southeast Quarter of Section 3, Township 79 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Southeast Corner of said Section 3;
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thence South 89 degrees 59 minutes 02 seconds West 516.06 feet along said south line;
thence North 00 degrees 00 minutes 58 seconds West 33.00 feet;
thence North 89 degrees 59 minutes 02 seconds East 41.55 feet;
thence North 74 degrees 40 minutes 49 seconds East 512.32 feet;
thence along a 144.31 feet radius curve, concave to the southeast, having a central angle of 23 degrees 10 minutes 36 seconds, and a chord bearing North 86 degrees 12 minutes 08 seconds East 57.98 feet;
thence along a 104.21 feet radius curve, concave to the southwest, having a central angle of 36 degrees 20 minutes 00 seconds, and a chord bearing South 63 degrees 39 minutes 02 seconds East 64.98 feet;
thence South 16 degrees 45 minutes 43 seconds East 100.07 feet to the said north right of way line of the Iowa Interstate Railroad;
thence South 73 degrees 55 minutes 42 seconds West 171.23 feet along said north right of way line to the point of beginning.

Said tract contains 1.59 acres.

PARCEL 2 ROADWAY EASEMENT VACATION DESCRIPTION

That part of roadway easement to be vacated in the Northeast Quarter of the Northeast Quarter of Section 10, Township 79 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Northeast Corner of said Section 10;
thence on an assumed bearing South 89 degrees 59 minutes 02 seconds West 262.67 feet along the north line of the Northeast Quarter of said Section 10 to the north right of way line of the Iowa Interstate Railroad and the point of beginning;
thence South 73 degrees 55 minutes 42 seconds West 690.89 feet along said north right of way line;
thence North 08 degrees 34 minutes 32 seconds West 111.97 feet;
thence North 00 degrees 00 minutes 58 seconds West 33.00 feet to said north line of the Northeast Quarter of said Section 10;
thence North 89 degrees 59 minutes 02 seconds East 516.06 feet along said north line of the Northeast Quarter of said Section 10 to the point of beginning.

Said tract contains 0.86 acres.

MEASURED DISTANCE/BEARING - (M)
RECORDED DISTANCE/BEARING - (R)

MONUMENTS

- ▲ - found sec. cor. (pipe, stone, etc.)
- - set 5/8" x 18" rebar with pink plastic cap P.L.S. 22291
- - no monument found or set
- - found lot cor. (1/2" yellow plastic capped rebar, P.L.S. #12068, unless otherwise noted)



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

My license renewal date is 12/31/2027

Pages covered by this seal: 1 - 2

Jason S. Lowry
Jason S. Lowry

Iowa Lic. No. 22291

03/11/2026
Date

LOWRY LAND SERVICES, L.L.C.

752 DIAMOND TRAIL RD., SEARSBORO, IOWA 50242, 641-521-1160

PROJ. NO. 13425

DATE OF SURVEY: 01/20/26

PAGE 1

RIGHT OF WAY VACATION PLAT - PARCELS 1 & 2
 Part of the SE 1/4 of the SE 1/4, SEC. 3, and Part of the
 NE 1/4 of the NE 1/4, SEC. 10, T-79N, R-21W, JASPER COUNTY, IOWA

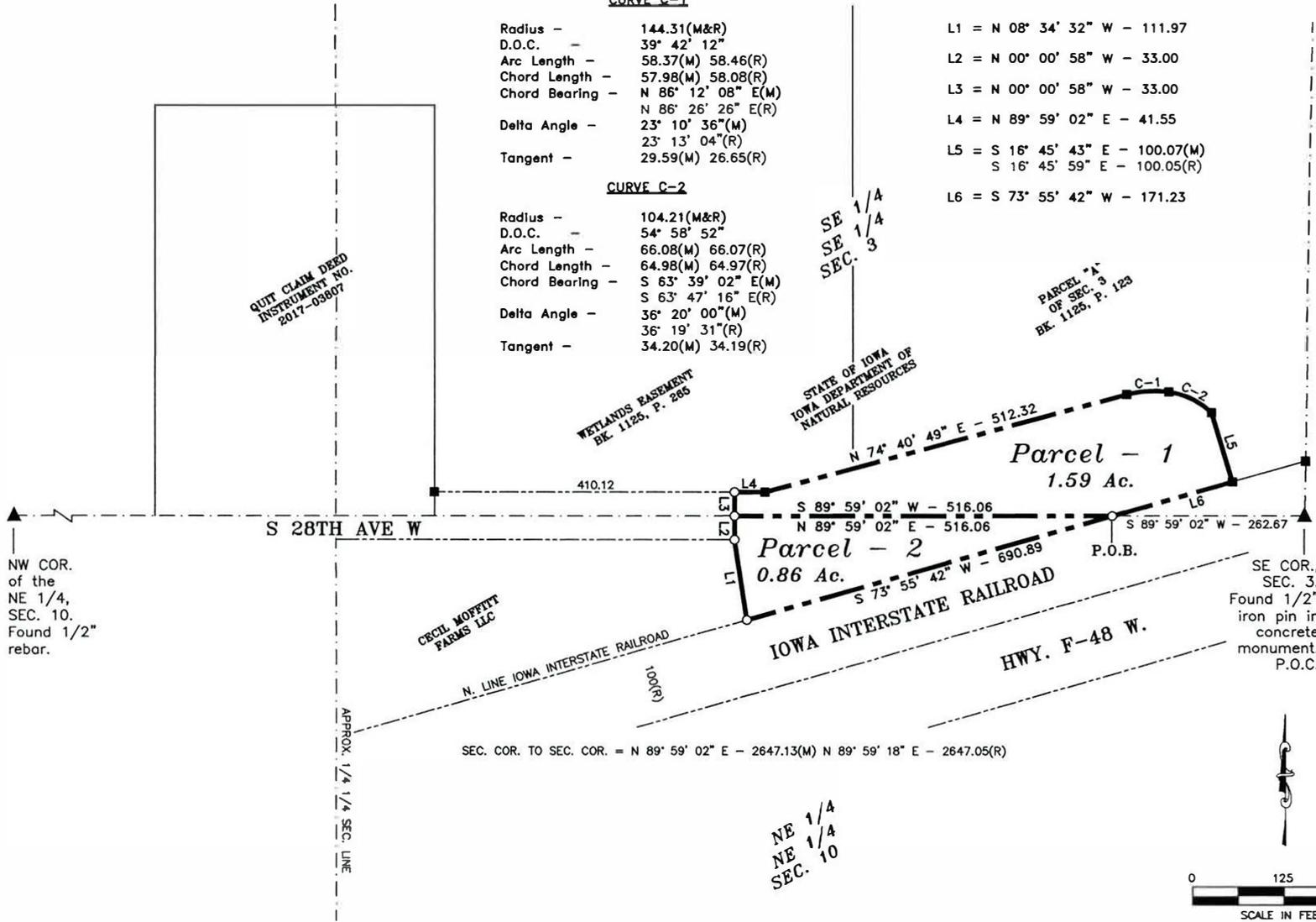
- L1 = N 08° 34' 32" W - 111.97
- L2 = N 00° 00' 58" W - 33.00
- L3 = N 00° 00' 58" W - 33.00
- L4 = N 89° 59' 02" E - 41.55
- L5 = S 16° 45' 43" E - 100.07(M)
 S 16° 45' 59" E - 100.05(R)
- L6 = S 73° 55' 42" W - 171.23

CURVE C-1

- Radius - 144.31(M&R)
- D.O.C. - 39° 42' 12"
- Arc Length - 58.37(M) 58.46(R)
- Chord Length - 57.98(M) 58.08(R)
- Chord Bearing - N 86° 12' 08" E(M)
 N 86° 26' 26" E(R)
- Delta Angle - 23° 10' 36"(M)
 23° 13' 04"(R)
- Tangent - 29.59(M) 26.65(R)

CURVE C-2

- Radius - 104.21(M&R)
- D.O.C. - 54° 58' 52"
- Arc Length - 66.08(M) 66.07(R)
- Chord Length - 64.98(M) 64.97(R)
- Chord Bearing - S 63° 39' 02" E(M)
 S 63° 47' 16" E(R)
- Delta Angle - 36° 20' 00"(M)
 36° 19' 31"(R)
- Tangent - 34.20(M) 34.19(R)



PROJ. NO. 13425 DATE OF SURVEY: 01/20/26 PAGE 2
 LOWRY LAND SERVICES, L.L.C. 752 DIAMOND TRAIL RD., SEARSBORO, IOWA 50242, 641-521-1160

March 10, 2026

Tuesday, March 10, 2026, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Cupples, Talsma and Nearmyer present and accounted for, Chairman Nearmyer presiding.

Motion by Talsma, seconded by Cupples to open the 1st reading of the Public Hearing for changes to the Jasper County Animal Control Ordinance 66B.

YEA: NEARMYER, CUPPLES, TALSMA

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

YEA: NEARMYER, CUPPLES, TALSMA

Motion by Cupples, seconded by Talsma to open the 3rd reading of the Public Hearing for the vacation of right-of-way easement on S. 28th Ave. W., west of the IAIS railroad crossing, west of Colfax, Iowa.

YEA: NEARMYER, CUPPLES, TALSMA

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

YEA: NEARMYER, CUPPLES, TALSMA

Engineer, Mike Frietsch presented bids for a used semi-truck for the Jasper County Highway Department. There was a total of 5 bids presented:

Diamond Trail Sales, Inc. – Peterbilt	\$47,050.00
Vander Haag's, Inc. – Freightliner	\$39,900.00
Truck Center Companies – Western Star	\$39,900.00
Truck Center Companies – Western Star	\$44,900.00
Vander Haag's, Inc. – Freightliner	\$31,900.00

Motion by Cupples, seconded by Talsma to approve the bid from Diamond Trail Sales, Inc. in the amount of \$47,050.00 to purchase a used Peterbilt semi-truck.

YEA: NEARMYER, CUPPLES, TALSMA

Motion by Cupples, seconded by Talsma to approve the Supplemental Agreement #3 with Snyder and Associates, Inc. in the amount of \$15,110.00 for the West 129th Street South and South 96th Avenue West surface improvement project also known as FLAP-C050(133)—6L-50.

YEA: NEARMYER, CUPPLES, TALSMA

Maintenance Director, Adam Sparks presented bids for a new Grasshopper mower for both gas model 932 and diesel model 900D. There were 4 bids presented:

	Diesel	Gas
Central Iowa Trailer Sales	\$30,355.20	\$28,002.00
De Ruiters Lawn Equipment	\$28,946.00	\$26,670.00
Kellogg Lawn & Snow	\$28,521.00	\$26,180.00
Porter Do-It Best Hardware	\$29,566.98	\$26,598.28

Motion by Cupples, seconded by Talsma to approve the bid from Kellogg Lawn & Snow in the amount of \$26,180.00 to purchase a new 932 gas Grasshopper mower.

YEA: NEARMYER, CUPPLES, TALSMA

Motion by Talsma, seconded by Cupples to approve the De-Escalation Training Agreement between Patti Treibel Leeds MS and Jasper County.

YEA: NEARMYER, CUPPLES, TALSMA

Motion by Talsma, seconded by Cupples to set a Public Hearing for the FY2025-2026 budget amendment with a recommended date and time of March 24, 2026, at 9:30 a.m. in the Jasper County Board of Supervisors room.

YEA: NEARMYER, CUPPLES, TALSMA

Motion by Talsma, seconded by Cupples to set a Public Hearing for the proposed property tax levy for FY2026-2027 with a recommended date and time of March 24, 2026, at 6:00 p.m. in the Jasper County Board of Supervisors room.

YEA: NEARMYER, CUPPLES, TALSMA

Motion by Talsma, seconded by Cupples to approve claims paid through March 10, 2026.

YEA: NEARMYER, CUPPLES, TALSMA

Motion by Talsma, seconded by Cupples to approve the Board of Supervisors minutes from March 3, 2026.

YEA: NEARMYER, CUPPLES, TALSMA

There were no Board Appointments.

Motion by Talsma, seconded by Cupples to enter into a Closed Session requested by Dennis Simon and Mike Galloway in accordance with Iowa Code Section 20.17(3) negotiating sessions, strategy meetings of public employers, mediation, and the deliberative process of arbitrators shall be exempt from the provisions of chapter 21. However, the employee organization shall present its initial bargaining position to the public employer at the first bargaining session. The public employer shall present its initial bargaining position to the employee organization at the second bargaining session, which shall be held no later than two weeks following the first bargaining session. Both sessions shall be open to the public and subject to the provisions of chapter 21. Parties who by agreement are utilizing a cooperative alternative bargaining process may exchange their respective initial interest statements in lieu of initial bargaining positions at these open sessions. Hearings conducted by arbitrators shall be open to the public.

YEA: NEARMYER, CUPPLES, TALSMA

ROLL CALL: NEARMYER, CUPPLES, TALSMA

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

NEARMYER, CUPPLES, TALSMA

Motion by Talsma, seconded by Cupples to enter into a Closed Session requested by 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: NEARMYER, CUPPLES, TALSMA

ROLL CALL: NEARMYER, CUPPLES, TALSMA

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

NEARMYER, CUPPLES, TALSMA

Motion by Talsma, seconded by Cupples to direct Mike Frietsch and Nick Pietrack to take the direction that was discussed in close session.

NEARMYER, CUPPLES, TALSMA

Motion by Talsma, seconded by Cupples to adjourn the Tuesday, March 10, 2026, meeting of the Jasper County Board of Supervisors.

YEA: NEARMYER, TALSMA, CUPPLES

Jenna Jennings, Auditor

Thad Nearmyer, Chairman