



BOARD OF SUPERVISORS

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

Thad Nearmyer

Doug Cupples

Brandon Talsma

May 5, 2026

9:30 a.m.

www.jasperia.org

Live Stream: <https://vimeo.com/event/5889132?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

- a) Public Hearing for Changes to the Jasper County Ordinance 51A Establishing Fees for Certain Services relating to Medical Examiner, Medical Examiner Investigator and Transportation of Human Remains Seeking Reimbursement (*will change to 51B*)

Item 2 Public Hearing 2nd Reading – Engineer – Mike Frietsch

- a) Amendment to the FY2026 Local Secondary Roads Budget

Item 3 Buildings & Grounds – Adam Sparks

- a) L.E.C. Automated Logic Service Agreement – Building Control for FY2026-2027 Budget
- b) First Floor Carpet in Courthouse – Clerk, I.T. & Assessor for FY2026-2027 Budget

Item 4 Engineer – Mike Frietsch

- a) Approve Consulting Services Agreement with Benesch for Grant Preparation associated with the T-38 Grade Separation over IAIS Railroad Right-of-Way
- b) Approve the Permanent Easement for Public Highway Agreement (Parcel 2) on Parcel No. 13.06.400.003 as Owned by David Todd and Jayne Sue Bell with Compensation in the Amount of \$1,570.78
- c) Approve the Permanent Easement for Public Highway Agreement (Parcel 4) on Parcel No. 13.06.400.006 As Owned by Jo Ann L Jackson with Compensation in the Amount of \$1,350.64
- d) Approve purchase agreement with Stew Hanson Dodge City for the purchase of a new 2026 Dodge Ram 1500 4WD Quad Cab in the amount of \$39,220.00

Item 5 Resolution Approving Salaried Department Head for FY2026/2027 – Engineer

Item 6 Resolution Approving Transfer Order #1570

Item 7 Approval of Claims Paid through May 5, 2026

Item 8 Approval of Board of Supervisors Minutes for April 28, 2026

Item 9 Board Appointments

PUBLIC INPUT & COMMENTS

Close Session requested by Scott Nicholson and Adam Sparks 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.

Continue to Page 2



BOARD OF SUPERVISORS

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

Page 2

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

After Regular Meeting

Work Session

- Array (US Cellular) Lease
- Which will be meeting out at the Training Center.

RESOLUTION 07-103

Jasper County, Iowa

Ordinance Number 51A 51B

~~A RESOLUTION TO AMEND ORDINANCE NUMBER 11-1 AND ORDINANCE NUMBER 51 APPOINTING A JASPER COUNTY MEDICAL EXAMINER AND DEPUTY MEDICAL EXAMINERS, RATIFYING AND CONFIRMING ALL PRIOR ACTS AND DOINGS, AND ESTABLISHING FEES FOR CERTAIN SERVICES RELATING TO MEDICAL EXAMINER DUTIES, AUTHORIZING THE POSITION OF MEDICAL EXAMINER INVESTIGATOR ASSISTANCE AND SETTING FEES FOR MEDICAL EXAMINER SERVICES, MEDICAL EXAMINER INVESTIGATOR SERVICES, AND TRANSPORTATION OF HUMAN REMAINS, AND RETAINING ALL RIGHTS INCLUDING BUT NOT LIMITED TO FULL JURISDICTION AND AUTHORITY TO REVIEW ALL CLAIMS FOR FEES AND EXPENSES RELATING TO MEDICAL EXAMINER, MEDICAL EXAMINER INVESTIGATORS AND TRANSPORTATION SERVICES AND TO SEEK REIMBURSEMENT THEREFOR.~~

Jasper County Ordinance Number 11-1 passed and approved on or about December 23, 1997, and Jasper County Ordinance Number 51 passed and approved on or about July 18, 2006, **Jasper County Ordinance Number 51A (Resolution 07-103) passed and approved on or about December 18, 2007**, are is each hereby amended by striking same and by substituting in lieu thereof the following new Ordinance:

**BE IT NOW HEREBY RESOLVED THAT THE FOLLOWING ORDINANCE BE,
AND IS HEREBY, ENACTED BY JASPER COUNTY, IOWA:**

IT IS HEREBY RESOLVED that, subject to the provisions of this ordinance and all applicable provisions of Iowa law and all applicable rules and regulations, ~~Dr. Gautam Kakade~~, **the Board of Supervisors shall appoint** an Iowa-licensed physician in good standing, ~~be and is hereby appointed to serve as Jasper County Medical Examiner for a two-year term and continuing beyond such term or until his~~ **the new** successor shall have been duly appointed and qualified and is hereby authorized and directed to perform each and every duty of such office authorized by law.

IT IS HEREBY FURTHER RESOLVED that, subject to the provisions of this ordinance and all applicable provisions of Iowa law and all applicable rules and regulations, Newton Clinic, P.C. and each Iowa-licensed physician in good standing affiliated with said Newton Clinic, P.C. ~~be, and is hereby, appointed to serve as Deputy~~

Jasper County Medical Examiner and is hereby authorized and directed to in the absence of the aforesaid Jasper County Medical Examiner to act in such capacity and to thereupon perform each and every duty of the Jasper County Medical Examiner authorized by law.

IT IS HEREBY FURTHER RESOLVED that all lawful and appropriate prior acts and doings of the late Dr. Fred E. Carpenter, Jr. and Newton Clinic, P.C. and each Iowa-licensed physician affiliated with Newton Clinic, P.C. while serving as or under the auspices as Jasper County Medical Examiner or Deputy Medical Examiner be and are hereby ratified, confirmed and approved as the authorized acts and doings of said person while acting on behalf of Jasper County, Iowa as its medical examiner and that all prior payments for fees and expenses relating to performance of authorized duties of such person(s) as medical examiner or deputy medical examiner be and are hereby ratified, confirmed and approved as authorized acts and doings of the Jasper County Auditor.

IT IS HEREBY FURTHER RESOLVED that the Board of Supervisors of Jasper County, Iowa may, from time to time, appoint a new or deputy or one or more substitutes or one or more additional Jasper County Medical Examiner by Resolution.

IT IS HEREBY FURTHER RESOLVED that, subject to all applicable provisions of Iowa law and all applicable rules and regulations, the Medical Examiner/Deputy Medical Examiner(s) may at his/her sole discretion, on a continuing basis unless and until further formal action to the contrary be taken by the Jasper County Board of Supervisors, engage the services of one or more persons whom they may designate as qualified Medical Examiner Investigators, who shall serve at the leisure of and under the Direction of the Medical Examiner and each Deputy Medical Examiner, with fees for services and expenses of such person(s) to be billed directly to Jasper County, Iowa and subject to review by the Jasper County Board of Supervisors on a case-by-case or per service basis and receipt and approval of itemized statements for such services.

IT IS HEREBY FURTHER RESOLVED that the fees for services provided by the Jasper County Medical Examiner, in but only in those situations where by law Jasper County, Iowa is mandated to pay any fees for services, be and are hereby set **by the Jasper County Board of Supervisors Resolution at the beginning of each fiscal year** in the sum of \$50.00 per hour, with a minimum of \$150.00 per call for service, plus mileage at the authorized per mile vehicle use deduction rate as established from time to time by the Internal Revenue Service or the per mile reimbursement rate established from time to time for Jasper County employees, which ever mileage rate be the higher, plus such actual expenses as Jasper County may be mandated to pay under state law or any rule or regulation but subject to the requirements of strict itemization and timely submission thereof by the medical examiner and further subject to the continuing duty and right of the Jasper County Board of Supervisors under the provisions of Iowa Code §331.401 to review and approve or deny any and all claims submitted from Jasper County taxpayers' funds. The aforesaid sum per call for service rate shall be annually on each July 1st adjusted upward cumulatively by three percent (3.0%), commencing July 1, 2009.

IT IS HEREBY FURTHER RESOLVED that at least annually the Medical Examiner shall file with the Jasper County Auditor the names of each person designated a Jasper County Medical Examiner Investigator; and, the fees for services provided by each Jasper County Medical Examiner Investigator shall be set by the Jasper County Board of Supervisors Resolution at the beginning of each fiscal year. ~~be and are hereby set in the sum of~~

~~\$35.00 per hour, with a minimum of \$100.00 per call for service, plus mileage at the authorized per mile vehicle use deduction rate as established from time to time by the Internal Revenue Service or the per mile reimbursement rate established from time to time for Jasper County employees, whichever mileage rate be the higher, plus such actual expenses as Jasper County may be mandated to pay under state law or any rule or regulation but subject to the requirements of strict itemization and timely submission thereof by such medical examiner investigator and further subject to the continuing duty and right of the Jasper County Board of Supervisors under the provisions of Iowa Code §331.401 to review and approve or deny any and all claims submitted from Jasper County taxpayers' funds. The aforesaid sum per call for service rate shall be annually on July 1st adjusted upward cumulatively by three percent (3.0%), commencing July 1, 2009.~~

IT IS HEREBY FURTHER RESOLVED that the maximum allowable fee for transportation of human remains at any point within a two-hundred mile radius of the Jasper County Courthouse in Newton, Iowa for purposes of autopsy or other authorized and necessary purpose including all labor and equipment and actual expenses and fees, shall be set by the Jasper County Board of Supervisors Resolution at the beginning of each fiscal year. ~~be and is hereby fixed at \$250.00, plus a vehicle usage fee calculated at the authorized per mile vehicle use deduction rate as established from time to time by the Internal Revenue Service or the per mile reimbursement rate established from time to time for Jasper County employees, whichever mileage rate be the higher. The aforesaid fixed fee portion for such transportation services shall be annually on each July 1st adjusted upward cumulatively by three percent (3.0%), commencing July 1, 2009.~~

IT IS HEREBY FURTHER RESOLVED that Jasper County, Iowa shall be deemed the payor of last resort relative to any and all other sources of payment available for such aforementioned services. Acceptance of payment by any contemplated payee shall be deemed a full and unrestricted assignment of all right, title and interest of such payee in such claim for services over to Jasper County, Iowa for purposes of indemnification and a guarantee of full cooperation at no further cost to Jasper County, Iowa on the part of such payee relative to all efforts of Jasper County, Iowa to seek indemnification or other third-party source repayment.

IT IS HEREBY FURTHER RESOLVED that nothing contained within this Resolution shall in any manner limit the duty and right of the Jasper County Board of Supervisors to review and approve or deny each and every claim for payment under the provisions of Iowa Code §331.401 or to seek initial payment or subrogation or repayment as by law and/or as by any contract provided.

IT IS FURTHER HEREBY RESOLVED that each payment made in any manner relating to the services, fees, expenses, etc. hereinabove contemplated shall be deemed to have been made with a full reservation of all rights and shall not be deemed to have been made as and for any full accord and satisfaction on the part of Jasper County, Iowa,

thereby reserving unto Jasper County, Iowa all claims, cross-claims, and such other reservations of rights as by law Jasper County, Iowa may have expressly done on a claim-by-claim basis.

The ordinance shall be in full force and effect May 5th, 2026, after its final passage, approval and publication as provided by law. All previous ordinances are considered null and void.

Passed and approved on this _____ day of _____, 20__ following three readings (or due to waiver thereof in the manner allowed by law).

First Reading Passed: _____

Second Reading Passed: _____

Third Reading Passed: _____

Approved: _____

Published: _____

Published: _____

Published: _____

Thad Nearmyer, Chairman
Jasper County Board of Supervisors

Attest:

Jenna Jennings, Auditor

SECONDARY ROADS BUDGET

Iowa Department of Transportation

Item 2
May 5, 2026

County: Jasper County
Fiscal Year: 2026
Version: 1
Status: DOT Approved
DOT Approved: 4/28/2026

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

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	\$5,960,004.31
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	\$3,867,176.42	\$1,895,715.15
	0.00000 Dollars on all taxable property in the county. (Max. \$0.16875)				
2A. Local Option Sales Tax		\$493,600.00	\$272,700.00	\$32,488.00	\$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	\$5,961,417.82	\$5,844,558.00
3b. Amount for 306.4(a3)	(Senate File 451 - FM Ext. in City <=500)	\$38,300.16	\$39,285.88	\$39,499.12	\$39,077.00
3c. Time 21		\$661,235.32	\$656,277.56	\$657,268.31	\$652,392.00
4. RISE Funds		\$0.00	\$0.00	\$0.00	\$0.00
5. FA Bridge Replacement Funds		\$0.00	\$31,104.22	\$7,233.78	\$738,555.00
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	\$26,972.04	\$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				\$6,819.00
	Dust Control, Jury Duty and Maps				\$16,039.00
	fema				\$602,000.00
	Fuel Dividends and Usage Reimbursement				\$129,490.00
	Insurance Claims		\$194,423.24	\$6,019.43	\$7,130.00
	All Other	\$259,721.02	\$362,705.79	\$274,802.84	\$584,897.00
9. Total Miscellaneous Receipts		\$259,721.02	\$557,129.03	\$280,822.27	\$1,346,375.00
10. TOTAL RECEIPTS		\$19,784,696.93	\$20,650,954.57	\$20,897,177.82	\$16,476,676.46
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	\$355,158.06	\$337,081.00
701 Engineering Expenditures	\$364,484.27	\$500,690.74	\$597,707.80	\$644,700.00
TOTAL ADMINISTRATION AND ENGINEERING	\$708,237.12	\$873,546.35	\$952,865.86	\$981,781.00
020* Construction				
Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads <i>(With other than FM funds ---See Accomplishment Year projects)</i>	\$535,296.66	\$392,594.38	\$1,472,815.82	\$2,695,083.00
71X* Roadway Maintenance				
710 Bridges and Culverts (420, 430)	\$375,545.41	\$362,929.19	\$508,153.25	\$418,670.00
711 Roads (4250, 460, 480)	\$3,587,873.76	\$4,289,714.27	\$8,335,488.74	\$5,558,840.00
712 Snow and Ice Control (520)	\$513,409.09	\$543,645.57	\$446,829.35	\$543,527.00
713 Traffic Controls (590)	\$227,883.96	\$246,771.31	\$142,168.92	\$251,607.00
714 Road Clearing (490)	\$305,326.42	\$301,856.66	\$425,437.29	\$445,957.00
TOTAL ROADWAY MAINTENANCE	\$5,010,038.64	\$5,744,917.00	\$9,858,077.55	\$7,218,601.00
72X * General Roadway				
720 New Equipment (610)	\$2,272,827.18	\$1,167,876.00	\$391,386.28	\$772,000.00
721 Equipment Operations (620, 630, 650)	\$1,513,158.46	\$1,653,393.86	\$1,410,536.78	\$1,664,037.00
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$372,406.61	\$158,616.12	\$142,927.18	\$151,900.00
723 Real Estate and Buildings (800)	\$114,366.37	\$635,710.80	\$708,564.04	\$167,725.00
TOTAL GENERAL ROADWAY	\$4,272,758.62	\$3,615,596.78	\$2,653,414.28	\$2,755,662.00
TOTAL EXPENDITURES (70X + 020 + 71X + 72X)	\$10,526,331.04	\$10,626,654.51	\$14,937,173.51	\$13,651,127.00
County Auditor's balance at end of fiscal year	\$9,258,365.89	\$10,024,300.06	\$5,960,004.31	\$2,825,549.46
TOTAL (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]	\$19,784,696.93	\$20,650,954.57	\$20,897,177.82	\$16,476,676.46

Service Agreement

Customer Name: Jasper County Jail
Submitted By: Hunter Brunsvold
Customer Address: 2300 Law Center Drive, Amboy, IA 50208

Scope of Service

Automated Logic Contracting Services, Inc. (ALCS) will perform scheduled maintenance during the term of this Agreement covering the automation equipment and systems listed in the Systems Included section of this Agreement. More detailed systems related tasks can be found in the Detailed Description of Work section of this Agreement.

Agreement Term

This Agreement shall become effective upon 07/01/2026 and shall continue for a 1 year(s) term. The Agreement shall automatically renew at each Agreement anniversary (see Terms and Conditions).

Agreement Billing

In each contract year, there will be a total of 1 payment(s), paid Annually, in advance, in the amount of \$6,378.00 for Year 1.

Agreement Price (Proposal pricing valid for (60) days)

Year 1 pricing 07/01/2026 - 06/30/2027 \$6,378.00 (1 payment(s) of \$6,378.00)

Preferred Rates

Refer to the Service Billable Rates section for details on preferred rates for hours not included in this agreement. Rates subject to annual increase.

Acceptance and Approval

This Agreement will become binding upon signature by Customer and signature by an ALCS representative and is subject to the Terms and Conditions attached and incorporated in this Agreement.

Customer Acceptance (typed/printed name)

Automated Logic Contracting Services, Inc. Acceptance
(typed/printed name)

Title

Title

Customer Acceptance (signature)

Automated Logic Contracting Services Inc. (signature)

Attest: Jenna Jennings, County Auditor (signature)

Quality Installation
 Carpet • Vinyl • VCT
 Laminate

SERVICE INVOICE

Item 3b
 May 5, 2026

Bill To	Jasper Co Rooms	Date of Order	3/18/26
Address			
City	Newton Jt		
Job Name and Location	%		
Work Ordered By	ADAM	Job Phone	

We Submit Specifications and estimate as follows:

350 sq Mohawk Solve - 2359 EcoActive
 at 33.00/sy = \$ 11,550.00

350 sq Labor at \$ 8.00/sy = \$ 2,975.00

350 sq Tearout at \$ 4.75/sy = \$ 1,662.50

8 hrs Scrap Floors \$ 145.00 Hrly = \$ 1,160.00

40 ft T-Inserts + Labor \$ 7.00 = \$ 280.00

4 Blues at \$ 220.00 ea = \$ 880.00

20 ft. Cove base + Labor at \$ 4.00 ft = \$ 80.00

Pay on completion!

Estimate Good for 30 Days ONLY

Balance Paid in Full Due Upon Completion

The above quote is an estimate. Actual cost may vary in some cases. Any alteration or deviation from the above specifications will become extra charges over and above the estimate

Subtotal	18587	50
Tax	1301	25

Dennis Elliot Installations

Phillips' COMMERCIAL

4/10/2026

Jasper County

Attn: Adam Sparks

Project:

Jasper County Courthouse Flooring
Replace
Newton, Iowa

The following proposal is to remove existing carpet (approximately 3,000 sf) and replace with Mohawk Modular carpet tile (\$23.00 per sy material allowance.) All work is to be completed during normal working hours. Project is bid tax exempt.

Material and Labor: **\$20,000.00**

Clarifications

- **We exclude moving of owner furniture/ equipment.**
- **Specified Mohawk Solve 2 product has been discontinued.**

Thank you for the opportunity and we look forward to working with you on this and any future projects. If you have questions regarding the scope of work or pricing, please contact one of the commercial representatives at our **Indianola office: 515-961-7300.**

Respectfully Submitted,

Steve Whitson

Steve Whitson
Commercial Division
515-423-9386

Respectfully Submitted,

Mark A. Bjork

Mark A. Bjork
Director/ Vice President Commercial
515-202-1355



QUOTE

COMPANY ADDRESS

1701 1st Ave W, Newton IA 50208
 Phone: 641-792-2240 Fax: 641-792-1112

DATE 3/13/2026
INVOICE# 92154

INVOICE FOR

Jasper Co Room 104,105,108

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
342sy	Mohawk Solve-2 359 Ecoactive	\$ 31.99	Yes	\$ 10,940.58
315sy	Labor	\$ 8.00	Yes	\$ 2,520.00
315sy	TEAR OUT	\$ 4.25	Yes	\$ 1,338.75
7	Scrape Floors	\$ 125.00	Yes	\$ 875.00
36ft	T-Inserts	\$ 4.00	Yes	\$ 144.00
4	Glue	\$ 195.00	Yes	\$ 780.00
16ft	Cove Base	\$ 2.00	Yes	\$ 32.00

Subtotal	\$ 16,630.33
Tax Rate	
Sales Tax	\$ -
Other	
TOTAL	\$ 16,630.33
Down Payment due	\$ -
Remaining Total	\$ 16,630.33

IF YOU HAVE ANY QUESTIONS CONCERNING THIS INVOICE, CONTACT
 STORE FOR HOMES (641)-792-2240

WE APPRECIATE YOUR BUSINESS

FY25-26 Railroad Crossing Elimination Grant Program



Closing: June 8, 2026

No Explanation

Application process

This site is a work in progress. Go to www.grants.gov to apply, track application status, and subscribe to updates.



Award

\$1,146,528,000

Program Funding

120

Expected awards

\$--

Award Minimum

\$1,146,528,000

Award Maximum

Funding opportunity number:

FR-RCE-26-001

Cost sharing or matching requirement:

Yes

Funding instrument type:

Grant

Opportunity Category:

Discretionary

Opportunity Category Explanation:

--

Category of Funding Activity:

Transportation

Category Explanation:

--

History

Version:

6

Posted date:

April 24, 2026

Archive date:

July 8, 2026

Agency: DOT - Federal Railroad Administration

Assistance Listings: 20.327 -- Railroad Crossing Elimination

Last Updated: April 24, 2026

[View version history on Grants.gov](#) 

Description

The Crossings Program funds highway-rail or pathway-rail grade crossing improvement projects, including but not limited to elimination projects, that improve safety and mobility of people and goods.

Eligibility

Eligible applicants

Government

- City or township governments
- County governments
- State governments
- Federally recognized Native American tribal governments

Miscellaneous

- Other

Additional information

i. A State (including the District of Columbia, Puerto Rico, and other United States territories and possessions). ii. A political subdivision of a State. iii. A federally recognized Indian Tribe. iv. A unit of local government or a group of local governments. v. A public port authority. vi. A metropolitan planning organization. vii. A group of entities described in any of paragraphs (i) through (vii).

Grantor contact information

Description

Grants.gov Contact Center Phone Number: 1-800-518-4726 Hours of operation are 24 hours a day, 7 days a week. The contact center is closed on federal holidays. support@grants.gov

Email

Grants.gov Customer Support

support@grants.gov

Documents

No documents are currently available.

Link to additional information

[FY25-26 Railroad Crossing Elimination Grant Program](#)

[Return to top](#)



Explore

[Home](#)

[Search](#)

[Vision](#)

[Roadmap](#)

Simpler.Grants.gov

To give feedback, contact:
simpler@grants.gov

Grants.gov Support Center

Grants.gov Program Management Office

Grantors, contact the PMO through
your [Agency Point of Contact](#).

[Events](#)

For technical support, contact:

support@grants.gov

[Subscribe](#)

1-800-518-4726

HHS.gov

An official website of the U.S. Department of Health and Human Services

[About HHS](#)

[Office of the Inspector General](#)

[Accessibility support](#)

[Performance reports](#)

[FOIA requests](#)

[Privacy Policy](#)

[EEO/No Fear Act](#)

Looking for U.S. government information and services? Visit **USA.gov**



CONSULTING SERVICES AGREEMENT

Client: Jasper County, IA – Highway Department	Project Name: (“Project”) STP-SOC050(152)--5R-50, Jasper County Grant Application Assistance
Address: 910 N 11 th Ave. E Newton, IA 50208	Project Location: County Highway T-38 (T38N) at the Iowa Interstate Railroad crossing, located between U.S. Highway 6 and I-80 Exit 179, southeast of Oakland Acres, Jasper County, Iowa Newton, IA 50208
Telephone: 641-792-5862	
Client Contact: Michael Frietsch	Consultant PM: Brenda Durbahn
Client Job No.: _____	Consultant Job No.: 0126-100004.01

This agreement (“Agreement”) is made by and between Jasper County, IA (“Client”) and Alfred Benesch & Company (“Consultant”) (singularly, each may be referred to as “Party,” and collectively, as “Parties”) on effective date (“Effective Date”), for certain professional consulting services requested by Client in connection with the Project as specified herein. Consultant agrees to provide Client with the services (“Services”) more specifically described as follows (or shown in Attachment A):

Services Description

The General Terms and Conditions and the following Attachments are hereby made a part of this Agreement:

Attachment A: Scope of Services and Fee Estimate

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all Attachments thereto. Client further agrees to pay Consultant for the Services in accordance with the Method of Payment selected below:

X By Lump Sum using a percent completed basis: \$20,000.00.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the Effective Date:

Jasper County, IA

Alfred Benesch & Company

BY: _____
AUTHORIZED REPRESENTATIVE

BY: _____
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BENESCH OFFICE: Chicago, IL
ADDRESS: 35 West Wacker Drive, Suite 3300 Chicago, IL 60601

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



GENERAL TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 Scope of Services and Fees

The Services to be performed by Consultant and the associated fee are set forth on the signature page or in Attachment A, Scope of Services and Fee Estimate, attached hereto, or, if applicable, by using serially numbered Work Authorizations. The Scope of Services and Fee Estimate is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope of Services and Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by Consultant shall not be exceeded unless authorized in writing by Client. The intent of the Scope of Services is to identify the Services to be provided by Consultant; provided, however, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for the Services and direct expenses shall be based on the Method of Payment identified on the signature page to this Agreement or serially numbered Work Authorizations attached hereto and made a part of this Agreement.

2.2 Payment for Consultant's Services

2.2.1 Payment

Payment for the Services rendered by Consultant shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, Attachment B, attached hereto.

2.2.2 Chargeable Time

Chargeable time for the Services is that portion of time devoted by Consultant's personnel to provide the Services. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight (8) hours per day and five (5) days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel time from Consultant's office to an assigned Project site, and return to Consultant's office, is chargeable time; or, if more economical for Client, Consultant shall lodge its personnel overnight near the Project site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar

week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the Services Consultant is to perform; Laboratory Tests and related reports necessary for the Services Consultant is to perform, either by Consultant or by an outside service for Consultant; Special Equipment expenses including the costs of Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the Services; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all Services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all Services rendered and Direct Expenses under this Agreement and a final invoice upon completion of the Services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after the date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend the Services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of the Services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The hourly rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

The Parties obligations to perform under this Agreement shall extend from the Effective Date set forth on the signature page until terminated by either Party or until grant recipients are notified of award or denial.

AJK

3.2 Abandonment of Services

Client shall have the absolute right to abandon any Services in Attachment A, or any Work Authorization attached hereto, or to change the general scope of the Services at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination for Cause

Either Party may terminate this Agreement for cause upon written notice to the defaulting Party stating the basis for the termination; provided, however, the defaulting Party shall have seven (7) days to cure the default. The termination will be effective seven (7) days after delivery of the written notice if the basis for the termination has not been cured. In the event of termination by Consultant caused by Client's default, Client shall pay for all Services performed by Consultant prior to the effective date of the termination, including all Project termination expenses, collection fees, and legal expenses. Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of the Services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to Client upon receipt of final payment. In the event of termination by Client caused by Consultant's default, Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of

the Services as of the date of the termination and provide information and documents developed under the terms of this Agreement to Client. Upon receipt of all other information and documents, Client shall pay Consultant for all Services performed prior to the effective date of the termination.

3.3.2 Termination for Convenience

Either Party may, in its sole discretion, terminate this Agreement for convenience at any time. In the event of such termination, the terminating Party will promptly notify and confirm the termination in writing to the other Party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of the Services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to Client upon receipt of final payment from Client.

3.4 Payment for Services Upon Abandonment or Agreement Termination

If Client abandons any of the Services in Attachment A or any Work Authorization attached hereto, or terminates this Agreement, Consultant shall be paid on the basis of Services completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the Services completed shall be made in accordance with Section 2.

3.5 Liability for Incomplete Documents

Neither Consultant nor its subconsultants shall be responsible for any errors or omissions in documents which are incomplete as the result of an early termination under this Agreement.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the Services provided by Consultant hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under Client's control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting Client's property and the conduct of its employees thereon.

4.1.3 Consultant understands and agrees that in the performance of the Services and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents and subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible

for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by Consultant's insurance provider that during the time any Services are being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of any insurance coverage shown on such certificate in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name Client as an additional insured on Consultant's commercial general liability insurance policy.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other Party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other Party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other Party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of the Services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Consultant except as otherwise provided

herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional Standard of Care as defined herein to comply with, and shall cause its subconsultants to comply with, applicable and non-conflicting federal, state, and local laws, orders, rules, and regulations in effect at the time the Services are rendered and relating to Consultant's performance of the Services hereunder. If any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, order, rule, regulation, ordinance, or decree applicable to the Services, Consultant will immediately report such discrepancy or inconsistency to Client and will conform the Services to any orders or instructions issued by Client. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Consultant hereby affirms its support of anti-discrimination and that it is an equal opportunity employer and complies with Title VII of the Civil Rights Act of 1964, and the provisions of Section 503 of the Rehabilitation Act of 1973; Section 4212 of the Vietnam Era Veterans Readjustment Act of 1974; 41 CFR Part 60, specifically subparts 60-1.4, 60-250.5, 60-300.5, 60-741.2, and 60-741.5; and other applicable regulations and orders of the Department of Labor relating thereto. All such regulations are incorporated herein by reference and made a part of this Agreement as if set forth in their entirety. Consultant further affirms that it and its subconsultants shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). **These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, age, height, weight, color, religion, sex, sexual preference/orientation, marital status, citizen status, ancestry, or national origin. Moreover, these regulations require that covered consultants and subconsultants when making decisions regarding employment of qualified individuals and without regard to race, color, religion, sex, national origin, protected veteran status, or disability.** Additionally, Consultant affirms it is its policy to treat employees equally with respect to compensation, advancement, promotions, transfers, and all other terms and conditions of employment and that minorities will be afforded full opportunity to submit a proposal and will not be discriminated against on the basis of race, color, or national origin in consideration for an award. Consultant further affirms completion of applicable governmental employer information reports, including

EEO-1 and VETS-100 reports.

4.4.3 Consultant certifies that it agrees to use the E-Verify Program, operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), to verify that all persons it hires during the term of this Agreement are legally present and authorized to work in the United States. Consultant further acknowledges that failure to comply with the laws referenced herein shall constitute a material breach of this Agreement and Client shall have the discretion to unilaterally terminate said Agreement immediately. In the event any Services are sublet, Consultant shall obtain similar certifications from each subconsultant.

4.4.4 Consultant shall maintain a drug-free workplace in accordance with the provisions of the Drug Free Workplace Act of 1988.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for Consultant to perform the Services.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project. Ownership of the instruments of service shall transfer to Client upon Consultant's receipt of payment in full for all Services completed under this Agreement. Notwithstanding the foregoing, all Consultant pre-existing materials, including pre-existing details, specifications, software, inventions, copyrights, patents, trade secrets, trademarks and other proprietary rights, including ideas, concepts and knowhow of Consultant that existed before the commencement of the Services and which are included in any instruments of service generated by Consultant under this Agreement (collectively, the "Pre-Existing Materials"), shall remain the property of Consultant. Consultant grants to Client (as an exception to the transfer and assignment provided in this Agreement) a non-exclusive, world-wide, royalty-free right and license to use the Pre-Existing Materials for completion of the Project.

4.5.3 Any instruments of service are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Any reuse without written verification or adaptation by

Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any verification or adaptation by Consultant will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.5.4 Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing the Services, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make Consultant or its personnel in any way responsible for those duties that belong to Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Project documents and any health or safety precautions required by such construction work. Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Services includes construction observation, Consultant shall keep Client reasonably informed about the progress and quality of the portion of the construction work completed, and report to Client (1) known deviations from the Project documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the construction work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the Project documents.

4.7 Opinions of Costs, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein, as appropriate, are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty, express or implied, that Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction Costs, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the Services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's Services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event this Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that, in Consultant's sole judgment, are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for any additional costs for taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant

any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform the Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of the Services, and it is agreed that the quality of the Services shall be judged solely as to whether the Services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes the Services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant, it is determined there is a deficiency that fails to meet the Standard of Care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000, whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that, to the fullest extent permitted by law, neither Party shall be liable to the other Party for any special, indirect, or consequential damages whatsoever, whether caused by either Party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

5.4.1 Professional Liability

Consultant shall indemnify and hold harmless Client, its officers, directors, and employees, from and against all judgments, losses, damages, costs, and expenses (including reasonable

attorney's fees) (hereinafter collectively referred to as "Liabilities"), to the extent caused by any Negligent Acts, Errors, or Omissions by Consultant or any person or organization for whom Consultant is legally liable in the performance of Professional Services under this Agreement. For purposes of this professional liability indemnification obligation, (a) Professional Services in this subsection 5.4.1 shall mean those services performed by a licensed professional employed by Consultant or any person or organization for whom Consultant is legally liable, and (b) Negligent Acts, Errors, or Omissions shall mean any negligent acts, errors, or omissions in the performance of Professional Services by Consultant or any person or organization for whom Consultant is legally liable that causes Liabilities and fails to meet the Standard of Care.

5.4.2 General Liability

Consultant shall indemnify, defend, and hold harmless Client, its officers, directors, and employees, from and against all demands, claims, losses, damages, costs, and expenses (including reasonable attorney's fees), due to bodily injury (including death) or property damage to the extent caused by any negligent acts, errors, or omissions by Consultant or any person or organization for whom Consultant is legally liable.

5.4.3 Limitation of Liability

Consultant's Professional Liability and General Liability indemnification obligations shall be subject to any limitations of liability contained in this Agreement and shall survive any termination of this Agreement.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's Services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either Party herein shall be in writing and shall be served either personally or by registered or

certified mail addressed to the signing Party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the Parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement.

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either Party, then the Parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either Party. Unless the Parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other Party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the Parties. Cost of mediation shall be shared equally between the Parties and shall be held in a location mutually agreed upon by the Parties. The Parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the Parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the Project is located.

6.6 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the Project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.7 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the Parties and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

x *Supplemental Condition is incorporated herein when the applicable box is checked.*

S.1 Location of Underground Utilities

It shall be Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

S.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

S.3 Disposition of Samples and Equipment

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and

disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no

responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

Attachment A: Scope of Services and Fee Estimate

SCOPE OF SERVICES

PROFESSIONAL SERVICES FOR COUNTY ROAD T38N

JASPER COUNTY, IOWA

INTRODUCTION

This scope of work is presented to Jasper County for professional services to perform planning and grant activities in support of the railroad grade separation of County Road T38N over the IAIS railroad with a length of approximately 0.5 mile. In addition to the grade separation, approximately 1400 feet of Justice Avenue will be realigned to the south slightly to tie into Co Rd T38N. These services include preparation of a Rail Crossing Elimination (RCE) full lifecycle grant application. The tasks related to the grant preparation are further detailed in the following scope of services.

DETAILED WORK TASK DESCRIPTION

This section provides a detailed description for each of the major work tasks identified above. The tasks described below may take place at different times throughout the project or occur in parallel throughout the project.

1. Grant Preparation

This task includes the work necessary to complete a Railroad Crossing Elimination (RCE) grant application. With the completion of the feasibility study and the activities related to the completion of the NEPA document, the additional work needed will include aligning the application with the required elements of the grant. The basic elements include:

- Project Narrative (maximum 25 pages)
- Statement of Work (SOW), project budget, estimated project schedule, and performance measures
- Environmental Compliance Documentation
- Draft Agreement required under 49 U.S.C 22905(c)(1)
- Standard forms
 - SF 424—Application for Federal Assistance
 - SF 424C—Budget Information for Construction
 - SF 424D—Assurances for Construction
 - FRA's F 30—Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying
 - FRA F 251—Applicant Financial Capability Questionnaire
 - SF LLL—Disclosure of Lobbying Activities, if applicable
- Other items as required by the NOFO

Deliverable:

- Grant application

2. Coordination and Meetings

This task includes coordination with Jasper County staff and Board of Supervisors as needed to complete the grant application.

The following coordination meetings are anticipated:

- Up to three (3) coordination meetings with County engineering staff (virtual)
- One (1) County Board of Supervisors meetings (virtual)

3. Project Management and Administration and Project Documentation

Administration consists of project management responsibilities such as: Project scheduling activities, invoicing, tracking and communicating project issues, staffing resource management and internal project team meetings to provide a quality product on schedule and within budget. Benesch will prepare invoices on a four-week cycle. These invoices will be in a format acceptable to the County.

Project Management and Administration Deliverables:

- Invoices and Progress Reports
- Project Schedule

4. Quality Assurance / Quality Control (QA/QC)

QA/QC consists of development of a QA/QC Plan and will include the internal processes necessary to ensure consistency and accuracy of documents and deliverables. Deliverables will be checked by independent peer reviews prior to delivery. Documentation of QA/QC procedures will be maintained and will be furnished upon request.

QA/QC and Administration Deliverables:

- QMP

Jasper County
Co Rd T38N Grade Separation over IAIS RR - Grant Assistance
Draft Estimate of Hours (As of 3-25-2026)

1	Grant Preparation	Benesch
	Grant kickoff meeting	2
	Project narrative	24
	Statement of work, project budget, estimate schedule, performance measures	20
	Environmental compliance document	2
	Draft agreement	2
	Standard forms	8
	Graphic development and final grant package	16
	Internal coordination and review	8
	Obtain supporting documents	4
	Compile and submit final application	4
	Sub-Total Task 5 =	90

2	Agency Coordination and Meetings	Benesch
	Periodic update meetings with County staff (up to 3 meetings with 2 Benesch staff - virtual)	6
	County Supervisors meetings (1 meeting with 1 Benesch staff - virtual)	2
	Sub-Total Task 6 =	8

3	Project Management and Administration	Benesch
	Project administration, management, and general coordination	6
	Sub-Total Task 7 =	6

4	Quality Assurance / Quality Control (QA/QC) and project documentation	Benesch
	Quality Management Plan (QMP)	2
	QA/QC (4% of total hours)	4
	Sub-Total Task 8 =	6

	Totals	110
	Total Fee	\$20,000

Prepared by and Return to: Jasper County Highway Department, 910 N 11th Ave E, Newton, IA 50208
Permanent Easement for Public Highway
Parcel No. 1306400003

For the consideration of one thousand five hundred seventy and 78/100 -----(\$1,570.78)-----DOLLARS and other valuable consideration in hand paid by Jasper County, Iowa, David Todd and Jayne Sue Bell, of Newton, State of Iowa, do hereby grant to Jasper County, Iowa a permanent construction easement for road purposes and for use as a Public Highway in, to, on, over and across real estate in Jasper County, Iowa.

THE EASEMENT RIGHT GRANTED FOR HIGHWAY PURPOSES IS TO LAND DESCRIBED AS FOLLOWS:

PERMANENT EASEMENT FOR PUBLIC HIGHWAY PARCEL - 2

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 19 WEST OF THE FIFTH PRINCIPAL MERIDIAN, JASPER COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6;
THENCE ON AN ASSUMED BEARING NORTH 86 DEGREES 31 MINUTES 24 SECONDS EAST 535.29 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6 TO THE CENTERLINE OF CHERRY CREEK AND TO THE POINT OF BEGINNING;
THENCE NORTH 03 DEGREES 28 MINUTES 36 SECONDS WEST 53.00 FEET ALONG SAID CENTERLINE;
THENCE NORTH 86 DEGREES 31 MINUTES 24 SECONDS EAST 107.11 FEET;
THENCE SOUTH 71 DEGREES 36 MINUTES 57 SECONDS EAST 53.71 FEET;
THENCE SOUTH 03 DEGREES 28 MINUTES 36 SECONDS EAST 33.00 FEET TO SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER;
THENCE SOUTH 86 DEGREES 31 MINUTES 24 SECONDS WEST 156.96 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.18 ACRES, OF WHICH 0.06 ACRES IS PROPOSED AS NEW, WHILE THE REMAINDER IS SUBJECT TO AN EXISTING JASPER COUNTY HIGHWAY EASEMENT OVER THE SOUTHERLY 0.12 ACRES THEREOF.

This easement and transfer is exempt for transfer tax. Iowa Code Sec. 428A.2(17).

This easement is being acquired for public purposes and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

Grantors do hereby covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple, that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors covenant to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the easement.

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

Dated April 24, 2026 (SIGN IN INK)

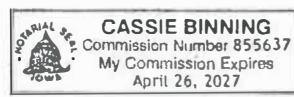
D. Todd Bell _____ Jayne Sue Bell _____

STATE OF Iowa, COUNTY OF Jasper ss:

On this 24th day of April, 2026 before me, the undersigned, a Notary Public in and for said state, personally appeared David + Jayne Bell to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Cassie Binning _____ (Sign in Ink)

Cassie Binning _____ (Print/Type Name)
Notary Public in and for the State



INDEX LEGEND

COUNTY: Jasper
SECTION: 6, T-79N, R-19W, NE 1/4 of the SE 1/4
SURVEY FOR: Jasper County Engineer, Newton, IA

OWNERS: David Todd Bell and Jayne Sue Bell,
Newton, IA
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.
Lowry Land Services, L.L.C.
752 Diamond Trail Rd., Searsboro, Iowa 50242
(641) 521-1160, lowrylandservices@gmail.com

RIGHT OF WAY ACQUISITION PLAT - PARCEL 2
Part of the NE 1/4 of the SE 1/4, SEC. 6, T-79N, R-19W,
JASPER COUNTY, IOWA

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

DESCRIPTION OF PARCEL - 2

That part of the Northeast Quarter of the Southeast Quarter of Section 6, Township 79 North, Range 19 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Southwest Corner of the Northeast Quarter of the Southeast Quarter of said Section 6;
thence on an assumed bearing North 86 degrees 31 minutes 24 seconds East 535.29 feet along the south line of the Northeast Quarter of the Southeast Quarter of said Section 6 to the centerline of Cherry Creek and to the point of beginning;
thence North 03 degrees 28 minutes 36 seconds West 53.00 feet along said centerline;
thence North 86 degrees 31 minutes 24 seconds East 107.11 feet;
thence South 71 degrees 36 minutes 57 seconds East 53.71 feet;
thence South 03 degrees 28 minutes 36 seconds East 33.00 feet to said south line of the Northeast Quarter of the Southeast Quarter;
thence South 86 degrees 31 minutes 24 seconds West 156.96 feet along said south line to the point of beginning.

Said tract contains 0.18 acres and is subject to a Jasper County Highway Easement over the southerly 0.12 acres thereof.

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.



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

04/29/2026

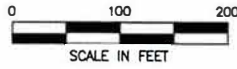
Iowa Lic. No. 22291

Date

LOWRY LAND SERVICES, L.L.C.

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

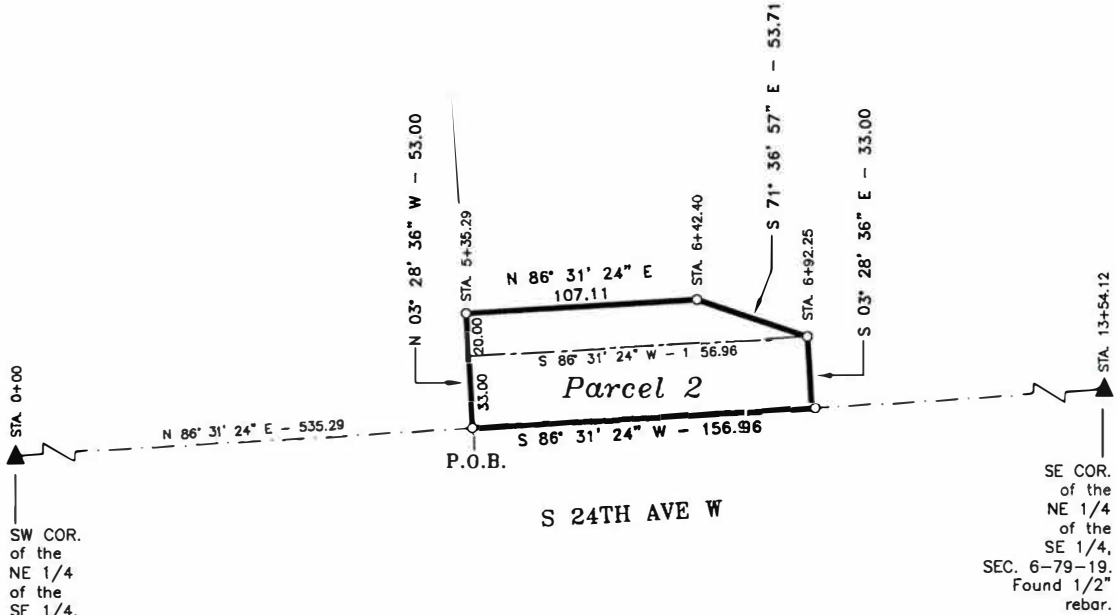
RIGHT OF WAY ACQUISITION PLAT - PARCEL 2
 Part of the NE 1/4 of the SE 1/4, SEC. 6, T-79N, R-19W,
 JASPER COUNTY, IOWA



----- Present North line of Jasper County Highway Easement

NE 1/4
SE 1/4

WARRANTY DEED
INSTRUMENT NO.
2024-04239



SW COR.
of the
NE 1/4
of the
SE 1/4,
SEC. 6-79-19.
Found 1/2"
yellow plastic
capped rebar,
P.L.S. #11582.
P.O.C.

SE COR.
of the
NE 1/4
of the
SE 1/4,
SEC. 6-79-19.
Found 1/2"
rebar.

SEC. COR. TO SEC. COR. = N 86° 31' 24" E - 1354.12(M) N 89° 58' 34" E - 1354.22(R)

AREA OF PARCEL 2

NE 1/4 SE 1/4 SEC. 6	= 0.06 Acres
PLUS PRESENT RIGHT OF WAY	= 0.12 Acres
TOTAL ACREAGE OF RIGHT OF WAY	= 0.18 Acres

COMPENSATION ESTIMATE

Parcel ID Number: 1306400003
Project Number: L-C050(M03)--73-50
County: Jasper
Owner(s) of Record: David Todd and Jayne Sue Bell

Owner's Mailing Address: 525 W 52nd St N
Newton, IA 50208

Basis for land value estimate: Jasper County Resolution 09-34

Land to be aquired:	Fee Title	0.00 acres @	= \$	-
	Permanent Easement	0.06 acres @	\$ 9,513.00 = \$	570.78
	Temp Construction Easement	acres @	\$ 150.00 = \$	-
	Fence	0.00 rods @	= \$	-
	Other considerations:	Crop Loss	\$	1,000.00

TOTAL ESTIMATE:

\$ 1,570.78

Certification:

I hereby certify that I am familiar with the property which is subject of this estimate, that the estimate is based on data contained in the file of the agency, that I have no direct or indirect present or future personal interest in this property or in any benefit from the aquisition of this property.

Signed:



Michael J. Frietsch, P.E., FMP
Jasper County Engineer

Date of Estimate:

04/15/2026

Prepared by and Return to: Jasper County Highway Department, 910 N 11th Ave E, Newton, IA 50208
Permanent Easement for Public Highway
Parcel No. 1306400006

For the consideration of one thousand three hundred fifty and 64/100 -----(\$1,350.64)-----DOLLARS and other valuable consideration in hand paid by Jasper County, Iowa, Jo Ann L Jackson, of Monroe, State of Iowa, do hereby grant to Jasper County, Iowa a permanent construction easement for road purposes and for use as a Public Highway in, to, on, over and across real estate in Jasper County, Iowa.

THE EASEMENT RIGHT GRANTED FOR HIGHWAY PURPOSES IS TO LAND DESCRIBED AS FOLLOWS:

PERMANENT EASEMENT FOR PUBLIC HIGHWAY PARCEL - 4

THAT PART OF PARCEL 'B', RECORDED IN BOOK A, PAGE 560 IN THE JASPER COUNTY RECORDER'S OFFICE, OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 19 WEST OF THE FIFTH PRINCIPAL MERIDIAN, JASPER COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 'B';
THENCE ON AN ASSUMED BEARING SOUTH 03 DEGREES 28 MINUTES 36 SECONDS EAST 43.00 FEET LONG THE EASTERLY LINE OF SAID PARCEL 'B';
THENCE SOUTH 86 DEGREES 31 MINUTES 24 SECONDS WEST 93.64 FEET
THENCE NORTH 87 DEGREES 45 MINUTES 44 SECONDS WEST 100.43 FEET;
THENCE NORTH 03 DEGREES 28 MINUTES 36 SECONDS WEST 33.00 FEET TO THE NORTH LINE OF SAID PARCEL 'A' AND ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6;
THENCE NORTH 86 DEGREES 31 MINUTES 24 SECONDS EAST 193.57 FEET ALONG SAID NORTH LINE OF PARCEL 'A' AND ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.18 ACRES, OF WHICH 0.03 ACRES IS PROPOSED AS NEW, WHILE THE REMAINDER IS SUBJECT TO AN EXISTING JASPER COUNTY HIGHWAY EASEMENT OVER THE NORTHERLY 0.15 ACRES THEREOF.

This easement and transfer is exempt for transfer tax. Iowa Code Sec. 428A.2(17).

This easement is being acquired for public purposes and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

Grantors do hereby covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple, that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors covenant to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the easement.

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

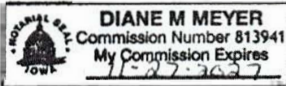
Dated 4-23-26, 20____ (SIGN IN INK)

Jo Ann L Jackson

STATE OF Iowa, COUNTY OF Jasper, SS:

On this 23rd day of April, 2026, before me, the undersigned, a Notary Public in and for said state, personally appeared Jo Ann Jackson to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Diane Meyer (Sign in Ink)
Diane Meyer Iowa (Print/Type Name)
Notary Public in and for the State



INDEX LEGEND

COUNTY: Jasper
SECTION: 6, T-79N, R-19W, SE 1/4 of the SE 1/4
SURVEY FOR: Jasper County Engineer, Newton, IA

OWNER: Jo Ann L. Jackson, Monroe, IA

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.
Lowry Land Services, L.L.C.
752 Diamond Trail Rd., Searsboro, Iowa 50242
(641) 521-1160, lowrylandservices@gmail.com

RIGHT OF WAY ACQUISITION PLAT - PARCEL 4
Part of Parcel 'B' in the SE 1/4 of the SE 1/4, SEC. 6, T-79N, R-19W,
JASPER COUNTY, IOWA

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

DESCRIPTION OF PARCEL - 4

That part of Parcel 'B', recorded in Book A, Page 560 in the Jasper County Recorder's Office, of the Southeast Quarter of the Southeast Quarter of Section 6, Township 79 North, Range 19 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Beginning at the northeast corner of said Parcel 'B';
thence on an assumed bearing South 03 degrees 28 minutes 36 seconds East 43.00 feet long the easterly line of said Parcel 'B';
thence South 86 degrees 31 minutes 24 seconds West 93.64 feet
thence North 87 degrees 45 minutes 44 seconds West 100.43 feet;
thence North 03 degrees 28 minutes 36 seconds West 33.00 feet to the north line of said Parcel 'A' and along the north line of the Southeast Quarter of the Southeast Quarter of said Section 6;

thence North 86 degrees 31 minutes 24 seconds East 193.57 feet along said north line of Parcel 'A' and along said north line of the Southeast Quarter of the Southeast Quarter to the point of beginning.

Said tract contains 0.18 acres and is subject to a Jasper County Highway Easement over the northerly 0.15 acres thereof.

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.



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

04/29/2026

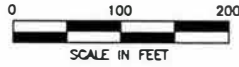
Iowa Lic. No. 22291

Date

LOWRY LAND SERVICES, L.L.C.

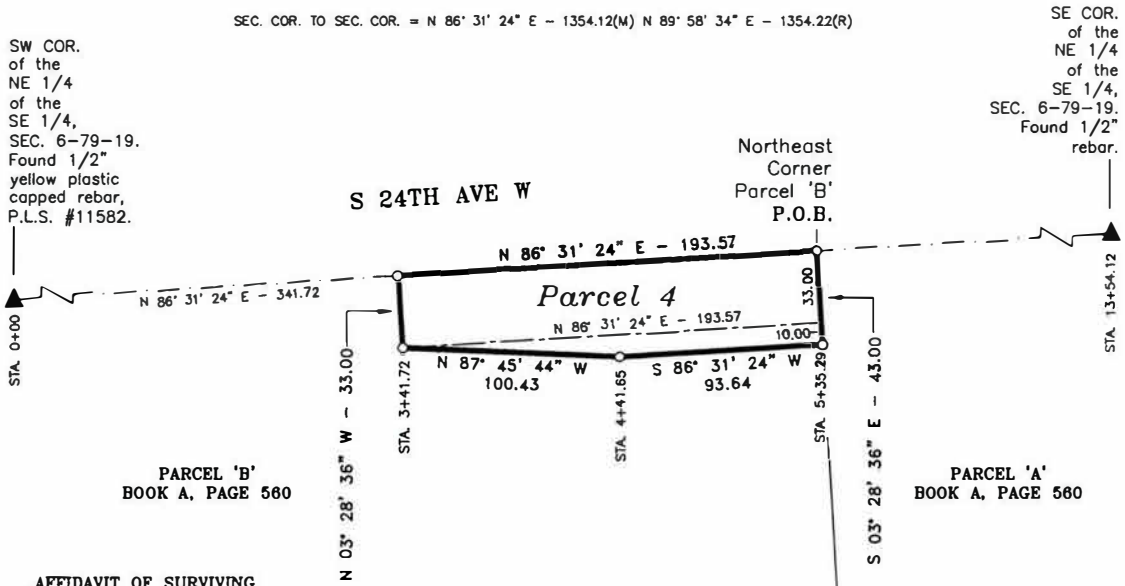
752 DIAMOND TRAIL RD., SEARSBORO, IOWA 50242, 641-521-1160

RIGHT OF WAY ACQUISITION PLAT - PARCEL 4
 Part of Parcel 'B' in the SE 1/4 of the SE 1/4, SEC. 6, T-79N, R-19W,
 JASPER COUNTY, IOWA



----- Present South line of Jasper County Highway Easement

AREA OF PARCEL 4	
SE 1/4 SE 1/4 SEC. 6	= 0.03 Acres
PLUS PRESENT RIGHT OF WAY	= 0.15 Acres
TOTAL ACREAGE OF RIGHT OF WAY	= 0.18 Acres



AFFIDAVIT OF SURVIVING
 JOINT TENANT FOR CHANGE
 OF TITLE TO REAL ESTATE
 INSTRUMENT NO.
 2022-03050

SE 1/4
 SE 1/4

COMPENSATION ESTIMATE

Parcel ID Number: 1306400006
Project Number: L-C050(M03)--73-50
County: Jasper
Owner(s) of Record: Jo Ann L Jackson

Owner's Mailing Address: 5401 S 68th Ave W
Monroe, IA 50170

Basis for land value estimate: Jasper County Resolution 09-34

Land to be aquired:	Fee Title	0.00 acres @	= \$	-
	Permanent Easement	0.03 acres @	\$ 11,688.00 = \$	350.64
	Temp Construction Easement	acres @	\$ 150.00 = \$	-
	Fence	0.00 rods @	= \$	-
	Other considerations:	Crop Loss	\$	1,000.00

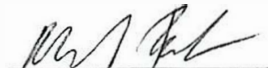
TOTAL ESTIMATE:

\$ 1,350.64

Certification:

I hereby certify that I am familiar with the property which is subject of this estimate, that the estimate is based on data contained in the file of the agency, that I have no direct or indirect present or future personal interest in this property or in any benefit from the aquisition of this property.

Signed:



Michael J. Frietsch, P.E., FMP
Jasper County Engineer

Date of Estimate:

04/15/2026

CONTRACT TERMS AND CONDITIONS

In this contract, the words "we", "us" and "our" refer to the dealer. The words "you" and "your" refer to the buyer and the co-buyer, if any.

1. CASH SALE. You agree to buy the vehicle described on page 1 of this document. This is not a credit document. If you obtain financing to purchase the vehicle, you will be required to sign documents which comply with applicable federal and state laws. If you obtain financing to purchase the vehicle, there will be a fee for filing the lien on the title. This fee may be paid to either the dealer or to the lending institution from whom you obtain financing.

2. WARRANTY DISCLAIMER. *YOU UNDERSTAND THAT THE VEHICLE IS SOLD "AS IS" WITH ALL FAULTS AND THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or any other warranties, express or implied, covering the vehicle unless we make a written warranty to you or unless we enter into a service contract with you within 90 days from the date of this contract. If we do so, any implied warranty will last only as long as the limited written warranty.*

This provision does not affect any warranties which may be provided by the manufacturer. If there is a manufacturer's warranty on the vehicle, we are not a party to it and it is not a part of this contract. If we are authorized by the manufacturer to perform warranty work on your vehicle, we hope that you ask us to perform the work. However, the manufacturer's warranty is between you and the manufacturer.

3. YOUR FAILURE OR REFUSAL TO ACCEPT DELIVERY. If you refuse or fail to accept delivery of the purchased vehicle, we may keep your cash deposit as liquidated damages. If you had a trade-in, we may sell the trade-in and keep any part of the selling price which we need to reimburse us for losses which we incurred because you did not take delivery.

4. FAILURE OR DELAY OF DELIVERY. We are not liable for failure to deliver or delay in delivery of the purchased vehicle if the failure or delay is due, in whole or in part, to any cause beyond our control or without our fault or negligence. We are not liable to you for any consequential damages, damages to property, damage for loss of use, loss of time, loss of profits, or income or any other incidental damages arising out of the sale or use of the purchased vehicle.

5. DEALER'S REMEDIES. If you fail to perform all of the terms and conditions of this contract, we may exercise any right or remedy granted by law as well as the other remedies described in this contract.

6. ADDITIONAL DOCUMENTS. You agree to sign any other documents which are required to transfer title to the trade-in vehicle or the purchased vehicle, including odometer statements, damage disclosure statements, and powers of attorney.

7. ATTORNEYS' FEES. If you default on this contract, you will pay us our costs and attorneys' fees and late charges in addition to our damages.

IF YOU HAVE A TRADE-IN:

If you are trading another vehicle as part of the price of the vehicle purchased, you agree to the following additional terms.

8. YOUR WARRANTY OF TITLE TO TRADE-IN. You must provide us with your vehicle title, correctly assigned to us. You promise that the trade-in vehicle is your property free and clear of any liens or encumbrances except as noted on page 1 of this contract and that all taxes and registration fees are currently paid. If we are put to any expense with respect to unpaid taxes or registration fees, you will reimburse us upon demand. If we find out that you made any misrepresentation about the trade-in, then you will pay us three times our actual damages as a result of the misrepresentation, plus our costs of collection and attorney's fees.

9. AMOUNT DUE ON TRADE-IN. The "Trade-In Balance Owed" on page 1 of this contract was provided by your lienholder. If the balance is incorrect due to the fault of the lienholder, the error will be treated as a mutual mistake of fact. In other words, if you owe more money on your trade-in you will pay us the difference or you can rescind the contract by returning the vehicle. If you owe less, we will pay (or credit) you.

10. REAPPRAISAL OF TRADE-IN. If you do not deliver the trade-in to us until the purchased vehicle is delivered to you, then we may reappraise the trade-in at the time that you deliver it to us and the new appraisal will determine the allowance to be made on the vehicle purchased. If the reappraisal is lower than the original appraisal, you may cancel this contract provided you do so before you take delivery of the purchased vehicle and surrender the trade-in.

IF YOU ARE BUYING A NEW VEHICLE:

If you are buying a new vehicle, you agree to the following additional terms.

11. MANUFACTURER'S PRICE REVISION ON NEW VEHICLE. If you are buying a new vehicle which we do not have in stock at the time you order it and if the manufacturer changes our price of the vehicle model or body type you ordered between the time we signed this contract and the time we delivered the vehicle to you, we have the right to change the price to you. However, if you do not agree to the changed price, you may cancel this contract. If you cancel the contract, we will return your trade-in to you, if it has not already been sold so long as you pay for the cost of reasonable repairs and storage fees. If we have sold your trade-in, we will pay you the amount we received for the trade-in less a selling commission of 15% and any expenses which we incurred in reconditioning, repairing, insuring, storing and selling the vehicle.

12. MANUFACTURER'S CHANGE OF THE MODEL AND BODY OF THE NEW VEHICLE. If you are buying a new vehicle and if the manufacturer changes (or discontinues) the model, design, chassis, accessories, body type or parts of the vehicle which you ordered, we will have no obligation to make the same or similar change to the vehicle you ordered either before or after we deliver the vehicle to you.



RESOLUTION 26-_____

WHEREAS, the Jasper County Board of Supervisors met during FY26/27 budget hearings and made the following recommendations for the following Salaried Department Head for the Fiscal Year 26/27 beginning July 1, 2026.

THEREFORE, BE IT RESOLVED THAT the Jasper County Board of Supervisors approve the following salary adjustment for the following Salaried Department Head for the Fiscal Year 26/27 beginning July 1, 2026.

<u>Department Head</u>	<u>Department</u>	<u>Approved Salary</u>
Mike Frietsch	Engineer	\$148,526.00

Approved this _____ day of May, 2026.

JASPER COUNTY BOARD OF SUPERVISORS

Attest:

Thad Nearmyer, Chairman

Jenna Jennings, Auditor

Resolution _____

STATE OF IOWA }
Jasper County }

TRANSFER ORDER

\$14,919.00

Newton, Iowa, May 5, 2026

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Fourteen thousand nine hundred nineteen dollars and 00/100***

From: 0001-General Basic Fund

To: 0760- Attorney Collections

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Board Action

By Order of Board of Supervisors.

Supervisor

NO. 1570

Attest

Teresa Howard
Auditor/Designee

This transfer reflects 2nd & 3rd quarters FY 25-26.

County General Fund receives 28% of all Court Debt Collected. Threshold for Jasper County is \$100,000. Once Jasper County reaches its threshold: General Fund will continue to receive 28% of all Court debt collected. An additional 5% of all Court Debt Collected is designated to the County Attorney Office. This Continues for the remainder of the fiscal year. "Court debt" means all fines, penalties, court costs, fees, forfeited bail, surcharges under chapter 911, victim restitution, court-appointed attorney fees or expenses of a public defender ordered pursuant to section 815.9, or fees charged pursuant to section 356.7 or 904.108.

Collections Report Fiscal Year Eding June 30, 2026

MONTH	TOTAL COLLECTED	COUNTY SHARE TOTAL	COUNTY SHARE 28%	COA SHARE 5%
July	\$ 60,799.00	\$ 16,249.00	\$ 16,249.00	
August	\$ 56,252.00	\$ 15,521.00	\$ 15,090.00	\$ 431.00
September	\$ 63,351.00	\$ 19,634.00	\$ 16,653.00	\$ 2,981.00
October	\$ 53,969.00	\$ 16,792.00	\$ 14,248.00	\$ 2,544.00
November	\$ 42,062.00	\$ 13,212.00	\$ 11,211.00	\$ 2,001.00
December	\$ 68,040.00	\$ 21,077.00	\$ 17,884.00	\$ 3,193.00
January	\$ 50,152.00	\$ 15,597.00	\$ 13,234.00	\$ 2,363.00
February	\$ 46,747.00	\$ 14,522.00	\$ 12,322.00	\$ 2,200.00
March	\$ 55,297.00	\$ 17,288.00	\$ 14,669.00	\$ 2,619.00
April				
May				
June				
	\$ 496,669.00	\$ 149,892.00	\$ 131,560.00	\$ 18,332.00

Court Debt Distribution

The annual collection threshold for Jasper County is \$100,000.

The Jasper County General Fund receives 28% of all court debt collected.

After the threshold is met:

The General Fund will continue to receive 28% of all court debt collected.

An additional 5% of court debt collected will be allocated to the County Attorney's Office for the remainder of the fiscal year.

Court Debt means all: Fines, Penalties, Court costs, Fees Forfeited bail, Surcharges under Chapter 911, Victim restitution

Court-appointed attorney fees or public defender expenses (Section 815.9) Fees under Sections 356.7 or 904.108

Exclusions from Threshold Calculation

For the purpose of computing the \$100,000 threshold and determining the amount payable to the County, the following are excluded:

Victim Restitution

Victim Compensation Fund

Domestic and sexual abuse crimes surcharge

Crimes Services Surcharge

Sex Offender Civil Penalty

April 28, 2026

Tuesday, April 28, 2026, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Cupples, Talsma, and Nearmyer present and accounted for, Chairman Nearmyer presiding.

Motion by Talsma, seconded by Cupples to open a Public Hearing for the bid opening for the selling of four (4) parcels of Jasper County property known as Parcel A (along parcels 04.31.300.003 & 04.31.300.004), Parcel E (along parcel 09.06.100.003), Parcel C (along parcel 08.01.200.013), and Parcel D (along parcel 09.06.100.002).

YEA: NEARMYER, TALSMAS, CUPPLES

There was only one bid presented for Parcel A and E from Dustin Taylor in the amount of \$1.00 for both parcels.

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

YEA: NEARMYER, TALSMAS, CUPPLES

Motion by Talsma, seconded by Cupples to adopt Resolution 26-22 approving the sale of two (2) parcels of Jasper County property, Parcels A and E.

YEA: NEARMYER, TALSMAS, CUPPLES

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

Motion by Talsma, seconded by Cupples to approve the Aging Resources of Central Iowa FY2027-2028 Contract effective July 1, 2026, through June 30, 2028.

YEA: NEARMYER, TALSMAS, CUPPLES

Jamey Robinson, Emergency Management Director, presented a packet of information regarding Jasper County becoming an essential service for Emergency Medical Services. Per Code Section 422D this would be a service that would be voted on during an election with an additional tax levy to maintain the services with a 15-year authorization period. 10 of the 13 surrounding communities wrote letters of support and would like to see us move forward. The Board would like to continue moving forward with further discussions about becoming an essential service. There was no action taken today.

Motion by Talsma, seconded by Cupples to open a Public Hearing on the 1st reading for the Amendment to the FY2026 local Secondary Roads budget.

YEA: NEARMYER, TALSMAS, CUPPLES

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

YEA: NEARMYER, TALSMAS, CUPPLES

Motion by Talsma, seconded by Cupples to open a Public Hearing on the 2nd reading for Secondary Roads FY2027 budget (IA DOT & County 5 Year Road Plan budget).

YEA: NEARMYER, TALSMA, CUPPLES

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

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to waive the 3rd reading for the Secondary Roads FY2027 budget (IA DOT & County 5 Year Road Plan budge).

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Cupples, seconded by Talsma to approve the Secondary Roads FY2027 budget (IA DOT & County 5 Year Road Plan budget).

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to approve the final plans for base stabilization and seal coat of N. 95th Ave. W. from W. 76th St. N., East 0.6 miles to Baxter City limits, Project No. L-154—73-50.

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to approve the final plans for base stabilization and seal coat of W. 76th St. N. (S-52) from Hwy F-17 W., North 0.5 miles to end, Project No. FM-C050(162)—55-50.

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Cupples, seconded by Talsma to approve the Permanent Easement for Public Highway Agreement (Parcel 1) on Parcel No. 13.06.400.008 as owned by Jeffrey Gordon and Donna May Jackson Revocable Trust with compensation in the amount of \$2,023.66.

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Cupples, seconded by Talsma to approve the Permanent Easement for Public Highway Agreement (Parcel 3) on Parcel No. 13.06.400.007 as owned by Jeffrey Gordon and Donna May Jackson Revocable Trust with compensation in the amount of \$1,274.09.

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to approve the revised Resolution 26-23 applying for modifications to the County Farm to Market System, replacing Resolution 25-154.

YEA: NEARMYER, TALSMA, CUPPLES

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

Mike Frietsch, Engineer presented bids for HMA resurfacing with milling on F-48 W. from Polk County, East 5.3 miles to the West of City limits of Colfax. There were 5 bids presented:

InRoads, LLC	\$5,781,313.03
Elder Corporation	\$6,100,000.00
Reilly Construction Co., Inc.	\$6,386,616.41
C.J. Moyna & Sons, LLC & Progresssive Structures, LLC, JV	\$6,563,890.58

Grimes Asphalt and Paving Corporation

\$7,546,055.00

Motion by Talsma, seconded by Cupples to award Contract 50-C050-154 to InRoads, LLC. for HMA resurfacing with milling on F-48 W. from Polk County, East 5.3 miles to the West of City limits of Colfax.

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to open the 1st reading of the Public Hearing for changes to the Jasper County Ordinance 51A establishing fees for certain services relating to Medical Examiner, Medical Examiner Investigator, and transportation of human remains seeking reimbursement.

YEA: NEARMYER, TALSMA, CUPPLES

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

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to open a Public Hearing for FY2026-2027 budget.

YEA: NEARMYER, TALSMA, CUPPLES

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

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to adopt Resolution 26-24 approving the FY2026-2027 budget.

YEA: NEARMYER, TALSMA, CUPPLES

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

Motion by Talsma, seconded by Cupples to adopt Resolution 26-25 approving Transfer Order #1568 in the amount of \$190,089.72 from General Basic fund to the Secondary Roads fund.

YEA: NEARMYER, TALSMA, CUPPLES

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

Motion by Talsma, seconded by Cupples to adopt Resolution 26-26 approving Transfer Order #1569 in the amount of \$1,076,558.64 from Rural Services fund to the Secondary Roads fund.

YEA: NEARMYER, TALSMA, CUPPLES

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

Motion by Cupples, seconded by Talsma to approve the Board of Supervisors minutes from April 21, 2026.

YEA: NEARMYER, TALSMA, CUPPLES

There were no Board Appointments.

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

YEA: NEARMYER, TALSMA, CUPPLES

Sheriff Shutts provided a list of projects that he would like to complete at the Law Center over the next 3 years and funding sources for accomplishing the projects. Adam Sparks spoke with the Board on the jail generator vaulting again. The generator is only 2 years old and has had two major shutdowns in March of 2025 and 2026. This has caused a lot of issues and cost the County a lot of money to get the generator up and running. Adam also spoke about the training center and asked for better directions on where they want to go with the design. Mike Frietsch spoke with the Board regarding a stretch of road that is currently designated Level B Road, and the homeowners would like the road to temporarily be converted to Level A so they can gain access. Mike will draft an MOU for a response to the landowners. Mike also discussed truck quotes with the Board.

Motion by Talsma, seconded by Cupples to adjourn the Tuesday, April 28, 2026, meeting of the Jasper County Board of Supervisors.

YEA: NEARMYER, TALSMA, CUPPLES

Jenna Jennings, Auditor

Thad Nearmyer, Chairman