



BOARD OF SUPERVISORS

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

Thad Nearmyer

Doug Cupples

Brandon Talsma

June 3, 2025

9:30 a.m.

www.jasperia.org

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

Meeting ID: 812 374 4948

Dial In: +1-646-931-3860

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

Pledge of Allegiance

- Item 1** **\$4,330,000* (Subject to Adjust per Terms of Offering) Taxable General Obligation Urban Renewal Capital Loan Notes, Series 2025A**
 - a) Receipt of bids at 9:30 am
- Item 2** **\$800,000* (Subject to Adjust per Terms of Offering) Taxable General Obligation Capital Loan Notes, Series 2025B**
 - a) Receipt of bids at 9:30 am
- Item 3** **Approval of Eligible Appicates Certified by the Jasper County Civil Service Commission**
- Item 4** **Conservation – Ethan VanderPol**
 - a) Purchase of a Skid Loader
- Item 5** **Human Resources – Dennis Simon**
 - a) Recommendation for Appointment for the Veterans Affairs Commissioner
- Item 6** **Engineer – Mike Frietsch**
 - a) Approve 28E Agreement with Mahaska County for Division of Cost and Responsibilities for Project RC-C050(155)—9A-50
 - b) Accept Bid and Approve Purchase Agreement with Active Trailers for One (1) New Belly Dump Gravel Trailer
- Item 7** **Not to Exceed \$1,950,000 Taxable General Obligation Urban Renewal Capital Loan Notes**
 - a) Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the County thereunder.
(Recommended Date and Time, June 24, 2025, at 9:30 am at the Courthouse in the Board of Supervisors room)
- Item 8** **Approval of the Claims Paid through June 3, 2025**
- Item 9** **Approval of Board of Supervisors Minutes for May 27, 2025**
- Item 10** **Board Appointments**

PUBLIC INPUT & COMMENTS

Continue to Page 2



BOARD OF SUPERVISORS

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

Page 2

At 10:30 am

Item 11 \$4,330,000* (Subject to Adjust per Terms of Offering) Taxable General Obligation Urban
Renewal Capital Loan Notes, Series 2025A

a) Resolution Directing Sale

Item 12 \$800,000* (Subject to Adjust per Terms of Offering) Taxable General Obligation Capital
Loan Notes, Series 2025B

b) Resolution Directing Sale

June 3, 2025

The County Auditor of Jasper County, State of Iowa, met in the Auditor's Office in the Jasper County Courthouse, 101 1st Street North, Newton, Iowa, at 9:30 A.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Notes to the best and most favorable bidder for cash, subject to approval by the Board of Supervisors at 10:30 A.M. on the above date.

The following persons were present:

* * * * *

This being the time and place for the opening of bids for the sale of \$4,330,000* (Subject to Adjustment per Terms of Offering) Taxable General Obligation Urban Renewal Capital Loan Notes, Series 2025A, the meeting was opened for the receipt of bids for the Notes. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

(Attach List of Bidders)

2. The County Auditor then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.
3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

(Attach List of Bidders)

4. The best bid was determined to be as follows:

Name & Address of Bidder: _____

True Interest Rate (as-bid): _____%

Net Interest Cost (as-bid): \$ _____

In consultation with PFM Financial Advisors, LLC, the County considered the adjustment of the aggregate principal amount of the Notes and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

All bids were then referred to the Board for action.

June 3, 2025

The County Auditor of Jasper County, State of Iowa, met in the Auditor's Office in the Jasper County Courthouse, 101 1st Street North, Newton, Iowa, at 9:30 A.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Notes to the best and most favorable bidder for cash, subject to approval by the Board of Supervisors at 10:30 A.M. on the above date.

The following persons were present:

* * * * *

This being the time and place for the opening of bids for the sale of \$800,000* (Subject to Adjustment per Terms of Offering) General Obligation Capital Loan Notes, Series 2025B, the meeting was opened for the receipt of bids for the Notes. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

(Attach List of Bidders)

2. The County Auditor then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.
3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

(Attach List of Bidders)

4. The best bid was determined to be as follows:

Name & Address of Bidder: _____

True Interest Rate (as-bid): _____ %

Net Interest Cost (as-bid): \$ _____

In consultation with PFM Financial Advisors, LLC, the County considered the adjustment of the aggregate principal amount of the Notes and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

All bids were then referred to the Board for action.

JASPER COUNTY SHERIFF'S OFFICE



Serving Jasper County Since 1846

Sheriff

Brad M. Shutts
2300 Law Center Drive
Newton, Iowa 50208

Office (641) 792-5912
Fax (641) 792-4202

Chief Deputy
Duane Rozendaal

May 23rd, 2025

Jasper County Civil Service Commission:

Randy Camp

Dale Brand

Chet Williams – Chairman

On Friday, May 23rd, 2025, civil service testing was conducted by the Jasper County Sheriff's Office for the position of deputy sheriff. The testing consisted of physical fitness standards, written POST test, and oral interviews. As a result of this testing, the following seven individuals successfully completed all testing. They are listed alphabetically. We are requesting that you certify this list of applicants. If you have any questions, please contact me.

Justin Bailey	Urbandale, IA
Joshua Britton	Kellogg, IA
Lucas Hauser	Melbourne, IA
Ty Jones	Sully, IA
David Klaaren	Victor, IA
Megan Miller	Altoona, IA
Curtis Pitman	Cameron, NC

Sincerely,

Brad M. Shutts

Brad M. Shutts, Sheriff



PRODUCT PURCHASE AGREEMENT

PURCHASER	JASPER COUNTY CONSERVATION			
STREET ADDRESS	1030 W 2ND ST. S			<SAME>
CITY/STATE	NEWTON, IA	COUNTY	JASPER (IA)	
POSTAL CODE	50208-1866	PHONE NO.	641-792-5862	
EQUIPMENT				
CUSTOMER CONTACT:	PRODUCT SUPPORT			
INDUSTRY CODE:	Local Government (9112)	PRINCIPAL WORK CODE	GOVERNMENTAL (A30)	F.O.B. AT: DES MOINES
ACCOUNT NUMBER	4262300	Sales Tax Exemption # (if applicable)	N/A	PURCHASER PO NUMBER
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)				
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/> CSC <input type="checkbox"/> LEASE
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE 0
PAYMENT PERIOD		PAYMENT AMOUNT		NUMBER OF PAYMENTS
				OPTIONAL BUY-OUT \$0.00
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED				
MAKE: CATERPILLAR	MODEL: 275XE	YEAR: 2025	NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>	
STOCK NUMBER: EQ0138117	SERIAL NUMBER: ZB800941			
275 XE COMPACT TRACK LOADER	586-0284	INSTRUCTIONS, ANSI, USA	586-0247	
LANE 3 ORDER	0P-9003	SERIALIZED TECHNICAL MEDIA KIT	421-8926	
CAB PACKAGE, ULTRA	654-2022	SHIPPING/STORAGE PROTECTION	643-1300	
LAND MANAGEMENT PKG, (LM1)	586-0242	MOUNTING, FIRE EXTINGUISHER	594-1961	
TRACK, RUBBER, 450MM (17.7IN) BAR	594-6234	PROTECTION, HYD. COUPLER LINES	652-1969	
COOLER, STANDARD	637-6639	COUNTERWEIGHT, MACHINE, EXTERNAL	616-1322	
COLD STARTING PACKAGE (120V)	651-5072	KIT, SIDE-VIEW CAMERAS	640-7175	
REAR LIGHTS	579-2312	KIT, DEMAND FAN, REVERSING	637-3002	
DOOR, CAB, POLYCARBONATE	593-7244	COOLER, AUXILIARY HYDRAULIC	637-6640	
SEAT BELT, 2"	613-1924	BKSSL80TB	279-5378	
INTEGRATED RADIO	651-8586	FKSSL48HD	532-7810	
PACKAGE, TECHNOLOGY (T4)	607-5801	BUCKET-GP, 86", BOCE	6424160	
PRODUCT LINK, CELLULAR PLE643	579-2324			
COUPLER, HYD, SELF LVL,RTD,WTP	585-9939			
CERTIFICATION ARR, P65	650-7134			
YEAR	BILL OF SALE - TRADE-IN EQUIPMENT	SERIAL NO.	SELL PRICE	\$140,061.12
			EXT WARRANTY	Included
			CVA	Included
			NET BALANCE DUE	\$140,061.12
			BALANCE	\$140,061.12
PURCHASER REPRESENTS AND WARRANTS ANY TRADE-IN EQUIPMENT IS FREE OF ALL LIENS, ENCUMBRANCES, LIABILITIES, AND ADVERSE CLAIMS OF EVERY NATURE WHATSOEVER EXCEPT AS NOTED BELOW.				
GROSS TRADE ALLOWANCE				
PAYOUT TO _____ AMOUNT OWING: _____				
PURCHASER TO PAYOUT <input type="checkbox"/> ZIEGLER INC. TO PAY OUT <input type="checkbox"/>				
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO ZIEGLER INC. SUBJECT TO THE TERMS ON PAGE 2				
<input checked="" type="checkbox"/> NEW EQUIPMENT WARRANTY				
<input type="checkbox"/> USED EQUIPMENT WARRANTY				
New equipment is subject to a limited warranty ("Limited Warranty") as provided by the manufacturer or Seller, which will either be included in a written warranty statement with the Product or the manufacturer's standard limited warranty in force when the Product is delivered to Purchaser. Limited Warranties extend only to parts or attachments sold by manufacturer, and Purchaser's failure to follow warranty conditions may result in voiding the Limited Warranty, as further stated on Page 2. Neither manufacturer nor Seller will be responsible for any other warranty. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED AS FURTHER STATED ON PAGE 2.				
2 Year / 2,000 Hour Standard Warranty				
275XE-36 MO/2000 HR PREMIER				
CVA: Parts Kit Only CVA - 1000 hr / 500 hour intervals				
NOTES:				

THIS AGREEMENT INCLUDES THE TERMS ON PAGE 2 AND THE WEBSITE REFERRED TO THEREIN

Ziegler Inc. Company

PURCHASER

ORDER RECEIVED BY

Barth, Austin

APPROVED AND ACCEPTED ON

REPRESENTATIVE

JASPER COUNTY CONSERVATION

PURCHASER

BY

SIGNATURE

TITLE

TERMS

By purchasing or financing the equipment listed on page 1 (collectively, "Products"), Purchaser hereby agrees to the preceding and following terms (collectively, the "Terms").

- 1. ACCEPTANCE.** All sales are subject to availability of Products. Seller may accept or reject this agreement and will not be required to give any reason for rejection. Seller rejects any terms submitted by Purchaser not contained herein. Purchaser may issue a purchase order for administrative purposes only, and any terms in any purchase order are rejected, not binding on Seller, and are of no force.
- 2. TAXES.** Purchaser agrees to pay all taxes, assessments, licenses, and governmental charges of any kind resulting on account of Purchaser's purchase, possession, or use of Products.
- 3. FINANCING.** . If Purchaser finances Products, Seller's acceptance of this agreement is subject to the approval of Seller's or Purchaser's lender, and Purchaser shall sign any security agreement and financing statement required by such lender.
- 4. ADDITIONAL DOCUMENTATION.** On Seller's request, Purchaser shall, at its sole expense, sign and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this agreement or otherwise required by Seller. If Purchaser fails to sign and deliver such documents or instruments to Seller, the entire balance of the purchase price will, upon Seller's tender of performance and at Seller's option, become immediately due and payable.
- 5. SECURITY INTEREST.** To secure Purchaser's prompt and complete payment of any present and future indebtedness of Purchaser to Seller under this agreement, or any document or instrument signed in connection with this agreement, Purchaser hereby grants Seller a security interest, in Products, wherever located, whether now existing or hereafter arising from time to time, and all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Purchaser acknowledges that the security interest granted under this Section 5 is a purchase-money security interest under applicable law. Seller may file a financing statement to perfect the security interest, and Purchaser shall sign any statements or other documents necessary to perfect Seller's security interest. Purchaser also authorizes Seller to sign, on Purchaser's behalf, statements or other documentation necessary to perfect Seller's security interest. Seller may exercise all rights and remedies of a secured party under applicable law.
- 6. TITLE AND RISK OF LOSS; DELIVERY.** Title and risk of loss to Products passes to Purchaser upon Delivery. "Delivery" occurs upon Seller's delivery of the Products to the carrier in the event of shipment, or Purchaser's receipt of Products at Seller's location.
- 7. SHIPMENT.** Seller shall deliver Products FOB at the location specified on Page 1. Purchaser shall pay all shipping charges and insurance costs.
- 8. INSURANCE.** Upon Delivery, and at all times thereafter while there is any balance due under this agreement, Purchaser shall, at its own expense, have and keep Products insured against loss by fire, theft, collision, vandalism, and any other hazard as Seller may require by an insurance company acceptable to Seller and in an amount no less than the balance due under or in connection with this agreement. On Seller's request, Purchaser shall provide Seller with a certificate of insurance from Purchaser's insurer evidencing the coverages specified in this Section. Purchaser shall provide Seller with 10 business days' advance notice in the event of cancellation or a material change in its policy.
- 9. BILL AND HOLD.** If Purchaser requests to be billed prior to Delivery, in its sole determination, notwithstanding any provisions to the contrary herein, Purchaser assumes all risk of ownership and liability for Products as of the date of the invoice, including insuring Products in accordance with Section 8. Purchaser shall indemnify, hold harmless, and defend Seller and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors, and permitted assigns against any loss or damage to Products between the invoice date and the date and time of Delivery. Purchaser acknowledges, other than Delivery, the transaction with respect to Products is complete, and there are no outstanding obligations preventing Delivery.
- 10. DAMAGES; MAXIMUM LIABILITY.** IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENCHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION OF VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR PRODUCTS, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PRODUCTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.
- 11. WARRANTY LIMITATIONS.** Limited Warranties do not apply where Products: (a) are subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Seller or manufacturer; (b) have been reconstructed, repaired, or altered by any persons other than Seller or its authorized representative; or (c) have been used with any third-party product, hardware, or product that has not been previously approved in writing by Seller. Notwithstanding anything in this agreement to the contrary, Seller's liability under any Limited Warranty is discharged, in Seller's sole discretion and at its expense, by repairing or replacing any defective Products, or crediting or refunding the price of any defective Products, less any applicable discounts, rebates, or credits.
- 12. WARRANTY DISCLAIMER.** EXCEPT FOR THE LIMITED WARRANTY IDENTIFIED ON PAGE 1, NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED ON PAGE 1.
- 13. TRADE-IN EQUIPMENT.** Purchaser assigns, sells, transfers, and conveys title of any trade-in equipment described on Page 1 ("Trade-In Equipment") to Seller. Purchaser represents to Seller that Purchaser is the lawful owner with full authority to sell and transfer Trade-In Equipment, and that the Trade-In Equipment is free of all liens, encumbrances, liabilities, and adverse claims of every nature except as noted on Page 1. Purchaser represents and warrants that to the best of Purchaser's knowledge that the Trade-In Equipment is in compliance with federal, state, and local laws and regulations, including, but not limited to, the Clean Air Act, environmental protection laws, and/or safety laws (collectively, ("Laws"). Purchaser represents and warrants that to the best of Purchaser's knowledge that the Trade-In Equipment has not been modified, altered, or damages in any way which would impact its compliance with the Laws, including, but not limited to, emissions or safety standards. Purchaser shall indemnify, hold harmless, and defend Seller against all claims and demands of all persons who claim any interest to Trade-In Equipment and any and all claims arising from or related to Purchaser's misrepresentation or fraudulent statements related to the representations and warranties as to condition of the Trade-In Equipment. This Bill of Sale on Trade-In Equipment will be effective as of the time of Delivery to Purchaser of the replacement Products purchased hereunder, or at such earlier time that Seller obtains physical possession of the Trade-In Equipment. All trade-ins are subject to Trade-In Equipment being in "As Inspected Condition" by Seller at the time of Delivery of replacement Products.
- 14. DATA AND PRIVACY.** Seller and its partners, affiliates, subsidiaries, and third parties, including but not limited to suppliers, manufacturers, dealers, and service providers (collectively, "Seller Parties"), collect and share information relating to products, services, and customers as detailed in Seller's Privacy Policy and applicable manufacturers' statements located at www.zieglercat.com/privacy, which are hereby incorporated into this agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to collect, process, and assess information, such as machine locations, operating hours, health of equipment, and basic utilization (collectively "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Seller Parties with a legitimate business reason to access the information, including but not limited to providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Purchaser understands that Telematics or other tools, as applicable, may have been activated on Products by Seller or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Purchaser upon request. Purchaser consents to the collection, use, storage, processing, sharing, and disclosure of such information by Seller Parties in accordance with this agreement, Seller's Privacy Policy, and applicable manufacturers' statements.
- 15. INTELLECTUAL PROPERTY.** A All intellectual property rights in the Products, including patents, trademarks, internet domain names, works of authorship, expressions, designs, and design registrations, whether are not copyrightable, trade secrets, and all other intellectual property rights related to or associated with Products (collectively, "Intellectual Property") are the sole and exclusive property of manufacturer. Purchaser will not acquire any ownership interest in any Intellectual Property Rights under this agreement. If Purchaser acquires any Intellectual Property Rights in or relating to any Products by operation of law or otherwise, these rights are deemed and are hereby irrevocably assigned to manufacturer or its licensors, as the case may be, without further action by either party.
- 16. ENTIRE AGREEMENT; AMENDMENT.** Purchaser may not revoke its purchase of Products. The order will not be binding upon Seller until it is accepted in writing by an authorized representative of Seller. This agreement, including the purchase order transaction terms on page 1, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written and oral, regarding such subject matter. No modification of this agreement is effective unless it is in writing and signed by each party.
- 17. FORCE MAJEURE.** Seller will not be liable to Purchaser, and will not be deemed to have breached this agreement, for any failure or delay in performing any term of this agreement, to the extent the failure or delay is caused by or results from acts beyond Seller's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, labor stoppages or slowdowns or other industrial disturbances, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Seller's ability to perform will absolve Seller from any liability to Purchaser.
- 18. DISPUTES.** Purchaser shall pay Seller's legal fees, court costs, and any other costs of recovery incurred in enforcing the terms of this agreement. This agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Seller, in its sole discretion, commences proceedings in a different jurisdiction or venue.
- 19. UCC.** All terms used but not defined in this agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time (the "UCC") have the meanings set forth in the UCC, and such meanings will automatically change at the time any amendment to the UCC, which changes such meanings, becomes effective.
- 20. COUNTERPARTS.** This agreement may be separately signed by Seller and Purchaser in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same agreement.
- 21. ELECTRONIC SIGNATURES.** Purchaser agrees that the Electronic Signatures (whether digital or encrypted) included in this agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01-325L.19, as amended from time to time. A signed copy of this agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this agreement.



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software document (the "RSP Document") The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

Company

Company (Print)

Company Representative (Print)

Signature

Date

FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID

Jasper County Veterans Affairs

14 MAY 2025

During the 14 May monthly meeting, the JCVC reviewed 2 applications to fill the vacant Commission position currently held by Fred Chabot. The JCVA Commission members included Jerry Nelson (Chairman) Marta Ford, Fred Chabot, Kat Thompson and Ed Spangenberg.

The JCVA Board members selected one candidate, as listed below for recommendation to the Board of Supervisors for filling the Veteran Affairs Commission vacancy.

- 1. Robert Suesakul – Army Veteran with 27 years of service, combat tour, Purple heart recipient.**

With the selection made by the Board of Supervisors the new JCVA Commissioner would begin duties during the upcoming JCVA Commission meeting 9 July 2025.

V/R

Jerry Nelson – JCVA Commission Chairman

**PROJECT AGREEMENT PROVIDING THE DIVISION OF COSTS AND
RESPONSIBILITIES FOR EXTENDING THE EXISTING PCC PAVING ON S 128TH
AVE E UNDER PROJECT RC-C050(155)--9A-50**

THIS AGREEMENT is made and entered into this ____ day of _____ 2025, under authority of Iowa Code Chapter 28E, by and between the Board of Supervisors of Mahaska County, Iowa, hereinafter referred to as MAHASKA, and the Board of Supervisors of Jasper County, Iowa, hereinafter referred to as JASPER. The parties mutually agree as follows:

WHEREAS, S 128th Ave E as known in JASPER or 100th Street as known in MAHASKA west of Highway T-33 S is in accordance with Iowa Code 306.4 considered a secondary road whose jurisdiction and control are vested in the county board of supervisors of the respective counties; and

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

WHEREAS, the road known as S 128th Ave E in JASPER west of Highway T-33 S, whose right-of-way is shared between the MAHASKA and JASPER, and is maintained by JAPSER in accordance with previous agreement(s); and

WHEREAS, preliminary estimated construction and engineering costs of improving a six hundred (600) foot section of this road starting approximately one quarter mile west of Highway T-33 S is approximately (\$300,000); and

WHEREAS, JASPER, the RECIPIENT, has entered into an agreement to receive Revitalize Iowa's Sound Economy (RISE) program funding up to fifty (50) percent of all eligible and properly documented costs to a maximum of two hundred eighty five thousand two hundred and eleven dollars (\$285,211) per agreement 2025-R-004 with the Iowa Department of Transportation, dated March 19, 2025; and

WHEREAS, it is deemed in the best interest of MAHASKA and JASPER, and of their respective citizens and businesses that the two counties jointly undertake to extend the existing PCC pavement on this road and with the counties providing certain necessary services related to such road construction.

1. PURPOSE

- a. The purpose of the Agreement is to specify administration and funding responsibilities for the extension of the PCC pavement on S 128th Ave E (also known as 100th St) which occupies right-of-way split between the MAHASKA and JASPER and whose extension is beneficial for economic development and reduction of future maintenance costs, is hereinafter referred to as the Project. The Project includes the grading and paving of S 128th Ave E starting approximately 0.3 miles west of T-33 S and continuing approximately 0.1 miles to a transition back to granular surfaced road.

2. OWNERSHIP

- a. Upon completion of the Project, the jurisdiction of this section of road will be shared by MAHASKA and JASPER, however, JASPER shall continue to provide the necessary maintenance for this roadway section as required.

3. ADMINISTRATION

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

4. TASKS

- a. Except as provided, the Project shall be administered as follows:
 - i. JASPER and/or their consultants shall provide for the survey, design engineering, contractual administration, resident engineering, and construction inspection, which shall be administered by the Jasper County Engineer or authorized representative(s). The Jasper County Engineer shall determine when, in his judgment, performance is complete and shall thereafter consult with MAHASKA on that judgement before the Project is finally accepted.
 - ii. JASPER shall review and approve routine payment requests. Project design and construction costs will be paid through the Jasper County Local Secondary Roads Fund.
 - iii. JASPER will then request reimbursement for 50% of the payment requests from the RISE grant fund and 25% from MAHASKA. Total reimbursement from MAHASKA shall not exceed one hundred forty two thousand six hundred and six dollars (\$142,606).

5. ENGINEERING COSTS

- a. Project engineering costs are estimated to be around fifteen thousand dollars (\$15,000). If actual final engineering costs exceed this estimated amount, both JASPER AND MAHASKA agree to split the difference equally.

6. CONSTRUCTION COSTS

- a. Project construction costs are estimated to be around three hundred thousand dollars (\$300,000). If actual final construction costs exceed this estimated amount, both JASPER AND MAHASKA agree to split the difference equally.

7. LETTING

- a. The Project shall be let locally by JASPER. MAHASKA hereby provides consent for JASPER to accept or reject bids and award a contract.

8. JURISDICTIONAL COSTS

- a. JASPER has been awarded and accepted the RISE funding. These funds shall be administered through JASPER Local Secondary Roads Fund.

9. TIMETABLE

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

10. PROJECT COUNSEL

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

11. HOLD HARMLESS

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

12. LIMITATIONS

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

13. TERMINATION

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

14. DURATION

- a. After the award of the construction contract by JASPER, this agreement shall be terminated only upon completion of the Final Review, Audit, and Close-out Procedures in accordance with the Iowa DOT requirements.

15. BREACH

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

16. EXECUTION OF AGREEMENT

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

IN WITNESS WHEREOF, Jasper County has caused this Agreement to be duly executed in its name and on its behalf by its Chair and Mahaska County has caused this Agreement to be duly executed by its Chair, on or as of the ____ day of _____, 2025.

JASPER COUNTY

Brandon Talsma, Chairman
Jasper County Board of Supervisors

ATTEST: _____
Jenna Jennings, Auditor

MAHASKA COUNTY

Mark Groenendyk, Chairman
Jasper County Board of Supervisors

ATTEST: _____
Madison Garden, Auditor



REQUEST FOR BIDS
FOR
ONE (1) NEW BELLY DUMP GRAVEL TRAILER

Issued by: Jasper County Iowa
Highway Department
910 N 11th Ave E
Newton, IA 50208

PROPOSALS DUE 2:00 PM on Wednesday May 28th, 2025

LATE BIDS WILL BE REJECTED

For further information regarding this bid contact
Michael Frietsch
at
(641) 521-6018

JASPER COUNTY
IOWA

BID #2025-01
APPENDIX A

NAME OF BIDDER: Active Trailers

FEIN (Federal Employer ID Number) 41-1350113 OR Social Security # (if Sole Proprietorship) _____

Address: 2005 Hwy 71 N, PO Box 351
City: Jackson State: MN Zip+4: 56143

Number of years in Business: 57

Bidder Contact:

Name: Mike Bailey Title: Manager
Phone: (712) 369-1001 Email: baaks@erickentrucks.com
Fax: ()

In signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the specifications, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools, and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials or products described in the specifications relating to this Bid.

I further certify that I have carefully examined the bid documents and all terms herein, and site where the work is to be done and have no agreements to prevent the completion of said work.


Signature

Mike Bailey
Name (type or print)

Manager
Title

5-21-25
Date

This bidder hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____

Bid Form

Make and Model Renegade BD242-1

Company Active Trailers

Address 2005 Hwy 71 N.
Jackson, MN 56143

Delivery Date 7-9-25

Bid price for one (1) belly dump gravel trailer \$ 53,363.00
detailed quote included

A copy of product literature included? Yes X No

A copy of warranty information included? Yes X No

Deviations from Equipment Specifications:

1. Capacity - 30 cu. yards
2. 2 - 25,000 menton Axles - USA made
3. sand blasted to 1.5 of Blast profile Liquid Primer
4. Liquid top coat
5. 13,000 #s without tarp
6. 4x4x 3/16 70,000 min yield top rail
7. 4x4x 3/16 70,000 min yield bottom rail
8.
9.
10.

RENEGADE

TRAILERS

2025 Renegade

42' 6" Tandem-Axle Belly Dump



About Us:

Renegade Trailers mission is to provide our customers with the most high quality belly dumps on the market. With a 30 yard capacity, extremely durable yet lightweight frame, and load pinching ability, we strive to provide our customers with the best possible equipment for the job at hand.

Standard Features Provided. Custom Options Available

Weight:	13,060 LBS +/- 3%
Dimensions:	42' 6" x 102"
Capacity:	30 Cubic Yards
Fifth Wheel:	Oscillating Rubber Bushed 19: Center
Gates:	12' Strenx XF Gates, Versa Air Control w/ Electric Solenoid, Integrated Pin Lock Open/Close System, Varying Spread Pin System, 2-8" Composite Cylinders, 4-Quick, Release Valves, 60 Gallon Air Reservoir Tank, Watts Lubricator and Filter, Rubber Hopper skirting Sides and Front/Rear
Suspension:	Hendrickson HT-230 Tandem Air Ride
Axles:	2-Genuine Meritor 5" Tube 25,000 LBS
Brakes:	Chambers on Top of Axle, Q+ Shoes, Automatic Slack Adjusters
Dirt Deflector:	Mounted on Front Axle
Wheels:	8 - ALUMINUM 22.5
Tires:	8 - 11R22.5

Lights:	Truck Lite Sealed Wiring Harness, LED Lights
Landing Gear	Stiff Leg Pin Adjustable Mounted on Front of Doors
Fenders:	Full Inside and outside bolt on .100 Aluminum
Paint:	Sand Blasted / Primed and Painted
Push Block:	Bolt On
Tube	High Strength 4" x 4" 3/16" Wall 70,000 Min. Yield
Sides:	SSAB Strenx XF 100,000 Min. Yield
Mud Flaps:	Anti Sail Black
Tarp: (Optional)	Side to Side Electric Tarp with Remote
Vibrators: (Optional)	Air Piloted, Mounted on Slope Sheets Front/Rear

866-800-8000

RENEGADE TRAILER

WARRANTY

Renegade Trailer (hereafter referred to as "Renegade") warrants directly to you, the first retail customer; that each new trailer manufactured by Renegade is free from defects in material and workmanship; provided that the trailer is being properly maintained; and that the trailer is being used in its normal intended service free from accident or collision.

Normal service means usage in the manner and for the purpose for which such trailer is generally manufactured, purchased and utilized; including the loading, unloading, and carriage of uniformly distributed legal loads of non corrosive cargo, in a manner which does not subject this vehicle to strains, impacts, and dump cycles greater than normally imposed by lawful use over properly maintained public roads, with gross vehicle weight, gross axle weights and concentrated loads not exceeding the labeled gross vehicle weight, gross axle weight and concentrated load ratings (also see "Usage Qualifier" note below).

The warranty shall (unless otherwise specified) be for the following period following the date of delivery:

- Structural components (manufactured by Renegade) – five years (conditional / prorated)*
- Non-structural components (manufactured by Renegade) – one year
- Renegade does not warrant parts and accessories supplied by others. Renegade assigns to the customer any warranties provided in favor of Renegade with respect to any such parts and accessories; which may be legally assigned by Renegade.

*** Prorated / Conditional warranty of components manufactured by Renegade:**

- Structural components, Repairs to be completed at Renegade Trailer Factory.

1st year - 100% of repair. Repairs to be complete at Renegade Trailer Factory

2nd year- 75% of repair.

3rd year - 50% of repair.

4th year - 40% of repair.

5th year - 25% of repair.

- Non-structural components, Repairs to be completed at Renegade Trailer Factory.

One year - 100% parts and labor.

- Usage (years) Qualifier:

Renegade's warranty may be modified; at Renegade's discretion, if said trailer(s) is subjected to exceptionally heavy use; i.e.: Trailer(s) running 24 hours/day, 7 days a week, or some similar scenario. Thus, for example, for every year in use; the trailer(s) is considered to be two (2) or more "usage" years old.

Renegade's warranty will not cover any repairs done without prior discussion;

quotation; and express written approval by Renegade

Renegade's warranty coverage does not include:

- freight (of parts, components, or the trailer)
- downtime (loss of income)
- other incidental or consequential damages

Renegade warranty does not cover:

- Parts that are not defective but which may wear out and have to be replaced; including but not limited to seals, lights, paint, suspension components, brake system components, brake linings, brake drums, bushings (suspension, joints, hinges, and knuckles), tires, wood pieces and the like.
- Alignments or adjustments which are normal maintenance items; not caused by a defect in any components or in the trailer.
- Any trailer or component of a trailer that has been altered (other than by Renegade) in any way so as in the judgement of Renegade; to affect its operation or reliability, or which has been subject to misuse, neglect or accident.

Warranty claims:

ON ANY REPAIRS UNDER WARRANTY, RENEGADE MUST BE CONTACTED AND OUR APPROVAL

RECEIVED IN THE FORM OF A WARRANTY PURCHASE ORDER BEFORE ANY WORK IS DONE.

THE PURCHASER CLAIMING UNDER THIS WARRANTY SHALL SUBMIT A WARRANTY CLAIM IN THE PRESCRIBED FORM TO RENEGADE OR AN AUTHORIZED DEALER FOR INSPECTION BY AN AUTHORIZED COMPANY REPRESENTATIVE.

- 1) We will not accept warranty bills under any circumstances that have not received our prior authorization (including a warranty authorization number); based on a written quotation for the required repair work.
- 2) We are to supply all warranty parts unless agreed otherwise.
- 3) Any invoices covering warranty parts and / or labor that we consider excessive will be paid on the basis of our cost of such parts and / or labor as if the work had been done at our factory.
- 4) No warranty on parts will be paid for until the faulty parts have been returned prepaid, for our inspection, unless agreed otherwise, Renegade will not be responsible for freight for returned parts except by prior arrangement and written authorization.
- 5) All invoices submitted, requesting warranty, must show the number of hours of labor and the rate being charged.
- 6) Renegade must receive notice of a defect immediately after such defect is discovered and at the request of Renegade or an authorized agent return the trailer to Renegade or an authorized agent or other agreed upon location within 20 days after the trailer return is requested. Note: Warranty consideration may be influenced by "when a defect ought to have been discovered under normal circumstances"; in cases where the defect notification is not made in a timely manner.
- 7) Transportation expenses to and from a repair facility are the responsibility of the trailer owner.

WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY:

Except for the above warranty, Renegade makes no other express warranties and HEREBY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

IT IS AGREED THAT RENEGADE SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY including, but not limited to, loss of income, damage to vehicle, attachments, trucks or cargo, towing expenses, or injury to or death of persons. No person is authorized to give any warranties or to assume any other liability on Renegade's behalf unless made and assumed in writing by Renegade and signed by an officer of Renegade.

TIME LIMIT ON COMMENCING LEGAL ACTION:

While Renegade undertakes to make reasonable efforts to resolve every warranty claim, if Renegade does

not accept as valid all or any part of a particular claim, then Renegade will only be responsible under this warranty for such claim if it is enforced by legal action commenced within one year from the date that the breach of warranty occurred.

WARRANTY TRANSFER:

Warranty transfers to a second owner will be recognized provided:

- the said transfer takes place in the first twelve (12) months of service
- the said trailer is fully inspected and approved by Renegade by way of a personal inspection by an authorized Renegade agent
- a new warranty form is filled out and sent to Renegade Trailer immediately upon close of the transaction. (New Equipment Warranty forms are available from Renegade).
- the second warranty form must be returned to Renegade showing name of original purchaser and date the trailer was put into service as well as the date and name of the new owner. Any and all warranty periods are begun on the date of sale of the new trailer to the original retail customer.

**THIS AGREEMENT IS NOT VALID UNLESS A SIGNED COPY OF THE WARRANTY
REGISTRATION FORM IS RECEIVED BY RENEGADE WITH 15 DAYS OF DATE OF DELIVERY;
TO THE FIRST RETAIL CUSTOMER.**



Price Quote 1-30785

PO Box 351 75196 Petersburg Road
 Jackson, MN, 56143
 Phone: 866-800-8000
 Fax: 507-502-7026
 Salesperson: David Voehl

Billing Address

18545

JASPER COUNTY IOWA HIGHWAY DEPT
 Michael Frietsch
 910 NORTH 11TH AVE EAST

NEWTON, IA 50208
 USA

641-521-6018

mfrietsch@jasperia.org

Shipping Address:

JASPER COUNTY IOWA HIGHWAY DEPT
 Michael Frietsch
 910 NORTH 11TH AVE EAST

NEWTON, IA, 50208
 USA

641-521-6018

mfrietsch@jasperia.org

Ship Method	Date	PO #	Unit #	Term
ETI	5/21/2025	BD		

Part Number	Description	Qty: Ordered	Ship	BO	Sale Price	Amount
	2025 RENEGADE 42' 6" TANDEM AXLE	1.00	1	0	\$49,419.00	\$49,419.00
	BELLYDUMP					
Misc Charge	ELECTRIC TARP WITH REMOTE	1.00	1	0	\$3,350.00	\$3,350.00
Misc Charge	CHAIN HOOKS ON BOTH ENDS OF GATES	1.00	1	0	\$94.00	\$94.00
Transportation Fee	DELIVERY TO ADDRESS ABOVE	1.00	1	0	\$500.00	\$500.00
FET	EXEMPT	1.00	1	0	\$0.00	\$0.00

SEALED BID ATTN: MICHAEL FRIETSCH

includes:

standard gate

air ride

color of trailer - Black

color of boards and stripes- Gray

electric tarp with remote

chain hools on both ends of gates

delivery to address on bid

Subtotal: 53,363.00

Tax (0.0000%): 0.00

Total: **53,363.00**

:

Invoice Balance: 53,363.00



Resale Invoice OPEN 1-30785

SELLER

Active Trailers

PO Box 351 75196 Petersburg Road
Jackson, MN, 56143
Phone: 866-800-8000
Fax: 507-502-7026
Salesperson: David Voehl

BUYER Billing Address

18545

JASPER COUNTY IOWA HIGHWAY DEPT
Michael Frietsch
910 NORTH 11TH AVE EAST

NEWTON, IA 50208
USA

641-521-6018

mfrietsch@jasperia.org

Shipping Address:

JASPER COUNTY IOWA HIGHWAY DEPT
Michael Frietsch
910 NORTH 11TH AVE EAST

NEWTON, IA, 50208
USA

641-521-6018

mfrietsch@jasperia.org

Ship Method	Date	PO #	Unit #	Term
ETI	5/21/2025	BD		PAYMENT IN ADVANCE

Buyer hereby agrees to pay the balance due amount pursuant to the following payment terms: Remit to
address: PO Box 351, Jackson MN 56143

How did you find Active Trailers?

- ☐ Return Customer ☐ Agri Guide ☐ Truck Paper ☐ Midwest Truck
☐ Referral ☐ Rock & Dirt ☐ American Trucker ☐ Other _____

Part Number	Description	Qty: Ordered	Ship	BO	Sale Price	Amount
	2025 RENEGADE 42' 6" TANDEM AXLE BELLYDUMP	1.00	1	0	\$49,419.00	\$49,419.00
Misc Charge	ELECTRIC TARP WITH REMOTE	1.00	1	0	\$3,350.00	\$3,350.00
Misc Charge	CHAIN HOOKS ON BOTH ENDS OF GATES	1.00	1	0	\$94.00	\$94.00
Transportation Fee	DELIVERY TO ADDRESS ABOVE	1.00	1	0	\$500.00	\$500.00
FET	EXEMPT	1.00	1	0	\$0.00	\$0.00

ATTN: MICHAEL FRIETSCH

includes:

standard gate

air ride

color of trailer - Black

color of boards and stripes- Gray

electric tarp with remote

chain hools on both ends of gates

delivery to address on bid

Seller hereby offers to sell and buyer hereby agrees to purchase the above item(s) according to the terms and conditions as set for in this purchase agreement. Ownership of the item(s) will transfer to and vest in buyer only upon full payment of said amount.

Sign here:

Buyer's Authorized and Binding Signature

Subtotal: 53,363.00

Tax (0.0000%): 0.00

Total: **53,363.00**

:

Invoice Balance: 53,363.00

Unless otherwise agreed to in writing signed by Seller and Buyer, the following terms and conditions apply:

1. Buyer's Guide. If Buyer is purchasing a motor vehicle with a gross vehicle weight rating of 8,500 pounds or less, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS A PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT FOR SALE. Buyer acknowledges receipt of a copy of the Buyer's Guide displayed on the vehicle as required by Federal law.

2. Damage Disclosure. If Buyer is purchasing a motor vehicle, Seller represents as follows:

To the best of my knowledge, this vehicle HAS ~~HAS NOT~~ sustained damage in excess of 80 percent of actual cash value.

3. Not for Personal Use. Buyer represents and warrants that it is purchasing the above Item(s) primarily for commercial or business use and not for primarily personal, family, or household purposes.

4. Title. Buyer acknowledges that title(s) to the Item(s) purchased may be or have been previously branded as "prior salvage," "flood damaged," "reconstructed," "damaged," "salvage," "rebuilt," "reconditioned," "junk," or other similar terms. Unless otherwise agreed in writing signed by Seller, Seller makes no representation as to the safety or roadworthiness of the Item(s) or its/their ability to be registered, titled, or legally operated in any particular jurisdiction(s). Buyer acknowledges and agrees that it is Buyer's sole responsibility to determine whether the Item(s) must be registered or titled in a particular jurisdiction(s), to complete any inspection or repair requirements necessary to title or register the Item(s) in said jurisdiction(s), and to register or title the Item in said jurisdiction(s) in Buyer's name. Buyer acknowledges it takes the Item(s) subject to the risk that the Item(s) may not be able to be registered, titled, or legally operated in all jurisdictions.

5. Payment. All payments must be made in cash or certified funds or by wire transfer in U.S. Dollars.

6. NO WARRANTY. UNLESS OTHERWISE AGREED IN WRITING SIGNED BY SELLER AND BUYER AND ATTACHED HERETO AS EXHIBIT A, ALL ITEMS SOLD BY SELLER ARE PREVIOUSLY USED AND PROVIDED "AS IS," WITHOUT ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER. SELLER MAKES NO REPRESENTATION AS TO QUALITY, EFFICACY OR SUITABILITY OF ANY ITEM SOLD BY IT FOR ANY PURPOSE, AND MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY ITEM SOLD BY IT, INCLUDING BUT NOT LIMITED TO, WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT, TOGETHER WITH ANY EXHIBITS HERETO, CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN BUYER AND SELLER WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR AGREEMENTS, UNDERSTANDINGS, OR REPRESENTATIONS PERTAINING TO THE SUBJECT MATTER HEREOF, WHETHER ORAL OR WRITTEN. ALL SALES ARE FINAL, NON REFUNDABLE, AND NON-RETURNABLE.

7. Delivery. Buyer is responsible for unloading any Item(s) delivered by Seller or its agents at Buyer's cost.

8. Late Fees. Late fees shall accrue on any past due amounts at the lesser of 1.5% and the maximum non-usurious interest rate per month, and shall be immediately payable upon demand.

9. Default. Violating any terms of this Agreement may result in forfeiture of Buyer's deposit, earnest money, or other security in Seller's discretion. In addition, Seller may exercise any right or remedy it may have under this Agreement or at law or in equity in the event of Buyer's breach of any of the terms of this Agreement.

10. Restocking Charges. VOIDED SALES WILL BE SUBJECT TO A RESTOCKING CHARGE EQUAL TO 20% OF THE TOTAL ITEM PRICE.

11. Right of Set-Off. Seller shall have a right to set off and apply any amount or obligation owing by Seller to Buyer against any and all of the obligations of Buyer owing to Seller hereunder.

12. Taking Possession. Upon full payment, Buyer shall promptly take possession of the Item(s) or may, after 30 days, incur daily storage charges of \$100 per day, of which payment shall be secured by the Item(s) as collateral. Buyer shall notify Seller prior to retrieving the Item(s). Seller will allow such retrieval upon confirmation of full payment due hereunder. Seller shall have no duty responsibility or liability for or in respect to any Item in storage, whether paid in full or otherwise. Ownership of the Item(s) will revert to Seller if storage charges exceed the Total Item Price paid by Buyer.

13. Indemnification. Buyer shall indemnify, defend and hold Seller harmless for any and all claims, losses, damages (including damages for lost profits or revenues), expenses (including attorneys' fees and court costs), and liabilities arising from Buyer's breach of this Agreement or any misrepresentation of Buyer herein.

14. Miscellaneous. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Minnesota without reference to the choice of law principles thereof. All parties hereby irrevocably submit to the jurisdiction of any Minnesota State court sitting in Jackson County, Minnesota, or Federal court sitting in Minneapolis, Minnesota, in any action or proceeding arising out of or relating to this Agreement, and each party hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Minnesota State court or in such Federal court. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby. Each person who signs this Agreement avers that any reproduction of this Agreement shall be treated as an original if such reproduction was made by reliable means, including, but not limited to, photocopy or facsimile.

By signing this invoice, customer acknowledges, is aware of potential delays, and accepts the fact that there may be a delay in timeliness beyond our control preparing this unit for pick up or delivery due to issues with parts ordering/backorders, repair time, title work, and/or transportation. Unless a completion date is stated on the invoice specifically, completion and readiness will be as timely as possible, with customer accepting this fact as part of the terms of this agreement.

15. Binding Agreement. This Agreement is binding when the signatures of Buyer and Seller have been affixed.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Buyer's Signature: _____	Seller's Signature: <u>David Voehl</u>
Printed Name & Title: _____	Printed Name & Title: <u>David Voehl Sales</u>
Date: _____ Time: _____	Date: <u>5-30-25</u> Time: <u>9:26am</u>



Domestic and International Money Wire Instructions ONLY

(Will **NOT** work for ACH payment)

Receiving Bank:	Austin Bank
Bank Address:	2745 S Loop 256 Palestine, TX 75801
Routing #:	113103276
Account Name:	Erickson Trucks N Parts
Account:	909015345
Acct. Address:	8049 US Hwy 79 Palestine, TX 75801

**ITEMS TO INCLUDE ON AGENDA
FOR THE BOARD MEETING ON JUNE 3, 2025**

JASPER COUNTY, IOWA

Not to Exceed \$1,950,000 Taxable General Obligation Urban Renewal Capital Loan Notes

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the County thereunder.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.

June 3, 2025

The Board of Supervisors of Jasper County, State of Iowa, met in _____ session, in the Board of Supervisors Room, Jasper County Courthouse, 101 1st Street North, Newton, Iowa, at _____ .M., on the above date. There were present Chairperson _____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* * * * *

Board Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$1,950,000 TAXABLE GENERAL OBLIGATION URBAN RENEWAL CAPITAL LOAN NOTES OF JASPER COUNTY, STATE OF IOWA (FOR URBAN RENEWAL PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Board Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Chairperson declared the resolution duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$1,950,000 TAXABLE GENERAL OBLIGATION URBAN RENEWAL CAPITAL LOAN NOTES OF JASPER COUNTY, STATE OF IOWA (FOR URBAN RENEWAL PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 25-50, adopted on April 22, 2025, the Board of Supervisors found and determined that certain areas located within the County are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Urban Renewal Plan (the "Plan") for the Jasper Rail Park Urban Renewal Area (the "Area" or "Urban Renewal Area"), which Plan is on file in the office of the County Auditor of Jasper County, Iowa; and

WHEREAS, the Jasper Rail Park Urban Renewal Plan is proposed to be amended by Amendment No. 1 on June 17, 2025;

WHEREAS, it is deemed necessary and advisable that Jasper County, State of Iowa, should provide for the authorization of a Loan Agreement and the issuance of Taxable General Obligation Urban Renewal Capital Loan Notes, to the amount of not to exceed \$1,950,000, as authorized by Sections 331.402, 331.443 and 403.12, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out urban renewal purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and Taxable General Obligation Urban Renewal Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action.

WHEREAS, the hearing will provide additional authority to the hearing authority already established to pay costs of carrying out urban renewal purpose project(s) as hereinafter described;

WHEREAS, before notes may be issued, it is necessary to comply with the procedural requirements of Chapters 331 and 403 of the Code of Iowa, and to publish a notice of the proposal to issue such notes and the right to petition for an election.

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

Section 1. That this Board meet in the Board of Supervisors Room, Jasper County Courthouse, 101 - 1st Street North, Newton, Iowa, at _____ .M., on the 24th day of June, 2025, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$1,950,000 Taxable General Obligation Urban Renewal Capital Loan Notes, for urban renewal purposes, the proceeds of which will be used to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the Jasper Rail Park Urban Renewal Area, including acquisition of property for use as a rail park.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of Taxable General Obligation Urban Renewal Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$1,950,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue Notes shall be in substantially the following form:

(To be published between: June 4, 2025 and June 13, 2025)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS
OF JASPER COUNTY, IOWA, ON THE MATTER OF THE
PROPOSED AUTHORIZATION OF A LOAN AGREEMENT
AND THE ISSUANCE OF NOT TO EXCEED \$1,950,000
TAXABLE GENERAL OBLIGATION URBAN RENEWAL
CAPITAL LOAN NOTES OF THE COUNTY (FOR URBAN
RENEWAL PURPOSES), AND THE HEARING ON THE
ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Jasper County, State of Iowa, will hold a public hearing on the 24th day of June, 2025, at _____ .M., in the Board of Supervisors Room, Jasper County Courthouse, 101 - 1st Street North, Newton, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$1,950,000 Taxable General Obligation Urban Renewal Capital Loan Notes, for urban renewal purposes, to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the Jasper Rail Park Urban Renewal Area, including acquisition of property for use as a rail park (the "Project"). Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

The hearing will provide additional authority to hearing authority already established to pay costs of the Project.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the County, may be filed with the Auditor of the County in the manner provided by Section 331.306 of the Code of Iowa, pursuant to the provisions of Sections 331.402, 331.441(2)(b)(14), 331.443 and 403.12 of the Code of Iowa.

The annual increase in property taxes as the result of the issuance on a residential property with an actual value of one hundred thousand dollars is estimated not to exceed \$5.13. This estimate only considers the impact on property taxes of financing authority established by this hearing for the above-described project(s). The notes may be issued in one or more series over a number of years. Finance authority established by this hearing may be combined with additional finance authority, causing the estimate for the annual increase in property taxes for the entire issuance to be greater than the estimate stated herein. Changes in other levies may cause the actual annual increase in property taxes to vary.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Jasper County, State of Iowa, as provided by Chapters 331 and 403 of the Code of Iowa.

Dated this _____ day of _____, 2025.

County Auditor, Jasper County, State of Iowa

(End of Notice)

PASSED AND APPROVED this 3rd day of June, 2025.

Chairperson, Board of Supervisors

ATTEST:

County Auditor

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF JASPER

)

I, the undersigned County Auditor of Jasper County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective County offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2025.

County Auditor, Jasper County, State of Iowa

(COUNTY SEAL)

May 27, 2025

Tuesday, May 27, 2025, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors, Talsma, Nearmyer, and Cupples present and accounted for Chairman Talsma presiding.

Motion by Nearmyer, seconded by Cupples to open the 3rd Public Hearing for the reclassification of N. 75th Ave. W. between W. 116th St. N. and W. 108th St. N. as Area Service "B" Road.

YEA: CUPPLES, NEARMYER, TALSMA

Citizens spoke out against the reclassification again. The Board would like to look at the Ordinance for maintenance on Level "B" roads and would like to possibly make changes before moving forward with the rest of the roads that the Engineer is considering dropping the classification on.

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

YEA: CUPPLES, NEARMYER, TALSMA

No action was taken on the reclassification of N. 75th Ave. W. between W. 116th St. N. and W. 108th St. N. as Area Service "B" Road.

Motion by Cupples, seconded by Nearmyer to open a Public Hearing for the amendment of the current budget FY2024-2025.

YEA: CUPPLES, NEARMYER, TALSMA

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

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-65, approving the current budget amendment for FY2024-2025.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-66, approving the appropriation for 2024-2025 budget amendment.

YEA: CUPPLES, NEARMYER, TALSMA

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

IT Director, Ryan Eaton, addressed the Board regarding the change in the licensing with ESRI and upgrading to allow multiple users to make changes to the mapping database at once. With mapping being in house now it has changed the way we are moving forward, and multiple users are tripping over each other while they are trying to edit.

Motion by Cupples, seconded by Nearmyer to approve the quote from ESRI to upgrade licenses and the ArcGIS subscription in the amount of \$30,175.00 with the Assessor's office paying \$2,900.00 from their budget.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-67, approving the delayed reimbursement of nuisance abatement costs for the property located at 3142 N. 19th Ave. W., Newton, IA

50208 in the amount of \$17,500.00 to be split into 3 annual installments on 9/30/2025, 9/30/2026, and 9/30/2027.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to approve the Veterans Affairs quarterly reports from October 1, 2024, to December 31, 2024.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve the Veterans Affairs quarterly reports from January 1, 2025, to March 31, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve the revised proposed holiday schedule for Jasper County employees adding December 26, 2025 to the schedule.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-68, approving the elimination of the bonus day program from the County policy.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-69, a hiring resolution certifying the following appointments to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Secondary Roads	Permanent Part-Time Accounting Clerk	Donella Satterlee	\$20.54	Hire-In Union Scale as of 7/27/24	05/27/25

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-70, a hiring resolution certifying the following appointments to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
County Attorney's Office	Summer Internship	Jordan Heeter	\$15.00	Standard Rate	05/27/25

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-71, a hiring resolution certifying the following appointments to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	Full-Time Telecommunicator 911 Dispatcher	Savannah Olson	\$21.01	Hire-In Union Scale as of 7/27/24	05/31/25

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-72, a hiring resolution certifying the following appointments to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	Jailer	Jimena Mundo	\$21.01	Hire-In Union Scale as of 7/27/24	05/28/25

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-73 approving the request from the Jasper County Sheriff's Office to create a permanent full-time School Resource Officer position.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-74 approving the request from the Jasper County Sheriff's Office to create a permanent full-time Patrol Deputy position.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Nearmyer, seconded by Cupples to approve the only bid from Manatt's in the amount of \$14,800.50 for the concrete for bridge D05.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-75 fixing the date for a Public Hearing on the proposal to enter into a Development Agreement with Iowa Interstate Railroad, LLC with a recommended date and time of June 17, 2025, at 9:30 a.m. in the Jasper County Board of Supervisors Room.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to approve the contract declarations and execution for the Paul Coverdell Grant for Medicolegal Death Investigation course.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve a temporary liquor license for Baxter Fun Days for July 9, 2025, to July 13, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-76 approving transfer order #1549 in the amount of \$453,015.00 from the Amended JC 28E Subfund to 2015 (2007) TPI Refunded fund.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-77 approving transfer order #1550 in the amount of \$450,997.67 from the General Fund to Various Funds.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-78 approving transfer order #1551 in the amount of \$230,055.00 from 2023 Legacy Plaza Capital Project fund to 2023 Legacy Plaza Debt Service fund.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to approve the Board of Supervisors Special meeting minutes for May 20, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve the Board of Supervisors minutes for May 20, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

There were no Board Appointments.

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

YEA: CUPPLES, NEARMYER, TALSMA

Mike Frietsch discussed the possible changes to the Area Service "B" Road maintenance ordinance. Mike also suggested leaving the existing Level "B" ordinance alone and possibly adding in different variations of a Level "A" road such as 1A, 1B, 1C to distinguish the amount of rock and maintenance they received every year. Co-Line is adding a gas station to the county line off T-33 Highway. Mike wants have a traffic study done to see how the traffic is going to be impacted with traffic turning once the gas station is built. It will cost \$5,000 to do the study and Co-Line is not interested in paying for the study. Mike is willing to pay for the study so we are prepared for the future should turning lanes need to be added. Adam Sparks discussed eliminating positions within the Maintenance Department. With losing Conservation to the Nature Center there will be one less building that will be cleaned. He may need to cut one (1) custodian position with the amount of work dropping. Adam does not feel that he needs a 4th Maintenance Technician 6 months out of the year as there is not the same amount of work that used to exist. He only needs a part-time position for snow removal only.

Motion by Cupples, seconded by Nearmyer to adjourn the Tuesday, May 27, 2025, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, NEARMYER, TALSMA

Jenna Jennings, Auditor

Brandon Talsma, Chairman

June 3, 2025

The Board of Supervisors of Jasper County, State of Iowa, met in _____
session, in the Supervisors Room, Jasper County Courthouse, 101 1st Street North, Newton,
Iowa, at _____ .M., on the above date. There were present Chairperson
_____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* * * * *

Board Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$4,330,000* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION URBAN RENEWAL CAPITAL LOAN NOTES, SERIES 2025A," and moved its adoption. Board Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Chairperson declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF \$4,330,000* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION URBAN RENEWAL CAPITAL LOAN NOTES, SERIES 2025A

WHEREAS, bids have been received for the Notes described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$4,330,000* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION URBAN RENEWAL CAPITAL LOAN NOTES, SERIES 2025A

Bidder: _____ of _____

The terms of award:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

True Interest Rate: _____ %

Net Interest Cost: \$ _____

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

Section 1. That the bid for the Notes as above set out is hereby determined to be the best and most favorable bid received and, the Notes are hereby awarded as described above.

Section 2. That the statement of information for Note bidders and the form of contract for the sale of the Notes are hereby approved and the Chairperson and Auditor are authorized to execute the same on behalf of the County.

Section 3. That all acts of the County Auditor and other officials done in furtherance of the sale of the Notes are hereby ratified and approved.

PASSED AND APPROVED this 3rd day of June, 2025.

Chairperson

ATTEST:

County Auditor

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF JASPER

)

I, the undersigned County Auditor of Jasper County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective County offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2025.

County Auditor, Jasper County, State of Iowa

(SEAL)

June 3, 2025

The Board of Supervisors of Jasper County, State of Iowa, met in _____
session, in the Supervisors Room, Jasper County Courthouse, 101 1st Street North, Newton,
Iowa, at _____ M., on the above date. There were present Chairperson
_____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* * * * *

Board Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$800,000* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2025B," and moved its adoption. Board Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Chairperson declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF \$800,000* (SUBJECT
TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL
OBLIGATION CAPITAL LOAN NOTES, SERIES 2025B

WHEREAS, bids have been received for the Notes described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$800,000* (SUBJECT TO ADJUSTMENT PER TERMS OF
OFFERING) GENERAL OBLIGATION CAPITAL LOAN
NOTES, SERIES 2025B

Bidder: _____ of _____

The terms of award:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

True Interest Rate: _____ %

Net Interest Cost: \$ _____

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

Section 1. That the bid for the Notes as above set out is hereby determined to be the best and most favorable bid received and, the Notes are hereby awarded as described above.

Section 2. That the statement of information for Note bidders and the form of contract for the sale of the Notes are hereby approved and the Chairperson and Auditor are authorized to execute the same on behalf of the County.

Section 3. That all acts of the County Auditor and other officials done in furtherance of the sale of the Notes are hereby ratified and approved.

PASSED AND APPROVED this 3rd day of June, 2025.

Chairperson

ATTEST:

County Auditor

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF JASPER

)

I, the undersigned County Auditor of Jasper County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective County offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2025.

County Auditor, Jasper County, State of Iowa

(SEAL)