



BOARD OF SUPERVISORS

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

Thad Nearmyer

Doug Cupples

Brandon Talsma

September 2, 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 Buildings and Grounds – Adam Sparks

- a) Quotes for the Jail Kitchen Sink Replacement

Item 2 Engineer – Mike Frietsch

- a) Approving the Purchase Agreement for Diamond OD Pro Mulching Head from Ziegler Cat for \$36,880

Item 3 Approval of Board of Supervisors Minutes from August 26, 2025

Item 4 Board Appointments

PUBLIC INPUT & COMMENTS

Item 5 Employee Evaluation: Connie McQuieston, Jasper County General Assistance Director

**After the Regular Meeting
Work Session**

Quote

08/13/2025

Project:
Jasper County Court House -
Dishtable

From:
Dupey Equipment
Scott Hoffmann
2048 NW 92nd COURT
CLIVE, IOWA 50325
515-223-0700
515-661-3992 (Contact)

Job Reference Number: 2278

Item	Qty	Description	Sell	Sell Total
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*****THIS QUOTE INTENDED FOR BUDGETARY PURPOSES ONLY AS LIMITED INFORMATION WAS PROVIDED. EAGLE GROUP RESERVES THE RIGHT TO ADJUST PRICING ACCORDINGLY, AS NEW INFORMATION BECOMES AVAILABLE.*****

1	1 ea	DISHTABLE, SOILED "L" SHAPED	\$7,368.00	\$7,368.00
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Eagle Group Model No. SPECFAB
Soiled Dishtable, island design with mitered corner, 74-1/4" machine to corner, 61-3/4" corner to end, 30" working depth, 14/304 stainless steel top, 12-1/4"H backsplash with z-clips and vacuum breaker holes, 18" x 18" x 6-1/2" deep pre-rinse sink with provision for collar disposer by others, (1) splash mount faucet hole for pre-rinse, raised rolled edges on front & sides, (1) 24"W quick drain trough, stainless steel legs & side bracing, adjustable bullet feet, fully welded construction, NSF

<By Other>

ITEM TOTAL: \$7,368.00

2	1 ea	PRE-RINSE FAUCET ASSEMBLY	\$355.00	\$355.00
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~~BK Resources Model No. BKF-SMPR-WB-G
OptiFlow™ Pre-Rinse Assembly, splash-mounted, 8" OC, triple ply hose, 1/4 turn ceramic cartridges, integral check valves, color coded hot & cold indicators, 1/2" female inlets, 12" wall bracket, lead free, NSF, cCSAus~~

~~1 ea 3 year warranty, standard~~

~~**ITEM TOTAL: \$355.00**~~

~~Total \$7,723.00~~

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

~~7,723.00~~
6 7,368.00

Dupey Equipment

08/13/2025

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$7,723.00

Attest: Jenna Jennings, County Auditor

Date



07/22/2025

Quotation

Project: B06614 JASPER COUNTY JAIL - DISHTABLE - NEWTON IA

From: Martin Bros. Distributing
Rick Moser
406 Viking Road
Cedar Falls, IA 50613-319-266-1775
(319)231-3934 (Contact)
319-273-9761 (Fax)
rmoser@martinsnet.com

Job Reference Number: B06614

A prepayment may be required prior to placing the order. A prepayment invoice can be created upon request. If you have any questions regarding payment, please reach out to our credit department to discuss further. Deb Kroeze (319) 553-0456 or Michelle Even (319) 859-9841

Equipment will be delivered by common carrier. Unloading, un-crating, inspected for damage before signing bill of lading and installation by owner. Martin Bros can not be held responsible for freight damage not duly noted on the bill of lading. Installation quote available upon request.

Item	Qty	Description	Sell	Sell Total
1	1 ea	DISHTABLE, SOILED "L" SHAPED Eagle Group SPECFAB Soiled Dishtable, island design with mitered corner, 74-1/4" machine to corner, 61-3/4" corner to end, 30" working depth, 14/304 stainless steel top, 12-1/4"H backsplash with z-clips and vacuum breaker holes, 18" x 18" x 6-1/2" deep pre-rinse sink with provision for collar disposer by others, (1) splash mount faucet hole for pre-rinse, raised rolled edges on front & sides, (1) 24"W quick drain trough, stainless steel legs & side bracing, adjustable bullet feet, fully welded construction, NSF NOTE: FAUCET(S) BY OTHERS.	\$6,030.74	\$6,030.74
			Freight:	\$250.00
			Extended Total:	\$6,280.74
			Subtotal	\$6,280.74
			Total	\$6,280.74

Price does not include Sales Tax unless shown in total. Applicable sales tax will be charged when the invoice for the equipment is printed.

FREIGHT IS ONLY AN ESTIMATE.

Thumbnail pictures are representatives and may not show equipment as proposed.

This is a special order item. Special order items are non-returnable.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$6,280.74

Attest: Jenna Jennings, County Auditor

Date: _____



Foodservice Equipment, Supplies and Design

Quote

07/14/2025

To:
Jasper County
Adam Sparks
101 1st Street N
Newton, IA 50208
641-792-2196 (Contact)

Project:
Jasper County Jail
101 1st Street N
Newton, IA 50208

From:
TriMark Hockenbergs
Jack Lancaster
14603 W 112th
Lenexa, KS 66215-
402-339-8900
(913)491-4999 (Contact)

Job Reference Number: 58188

Prices may not reflect applicable tariffs, duties, import fees, taxes, or other governmental charges. TriMark reserves the right to correct or adjust quoted prices at any time due to tariffs, market fluctuations, supply chain disruptions, third-party supplier cost changes, general contractor delays, or any other factors outside of TriMark's control. TriMark will use commercially reasonable efforts to hold pricing for seven calendar days from the date of the quote; however, all pricing remains subject to correction or adjustment as set forth above, including during the seven-day hold period.

Item	Qty	Description	Sell	Sell Total
16	1 ea	DISHTABLE, SOILED Eagle Group Model No. DISHTABLE, SOILED Eagle Group SPECFAB Soiled Dishtable, island design with mitered corner, 74-1/4" machine to corner, 61-3/4" corner to end, 30" working depth, 14/304 stainless steel top, 12-1/4"H backsplash with z-clips and vacuum breaker holes, 18" x 18" x 6-1/2" deep pre-rinse sink with provision for collar disposer by others, (1) splash mount faucet hole for pre-rinse, raised rolled edges on front & sides, (1) 24"W quick drain trough, stainless steel legs & side bracing, adjustable bullet feet, fully welded construction, NSF	\$6,350.00	\$6,350.00
			ITEM TOTAL:	\$6,350.00
17		***THIS QUOTE INTENDED FOR BUDGETARY PURPOSES ONLY AS LIMITED INFORMATION WAS PROVIDED. EAGLE GROUP RESERVES THE RIGHT TO ADJUST PRICING ACCORDINGLY, AS NEW INFORMATION BECOMES AVAILABLE.***		

Merchandise	\$6,350.00
Freight	
Total	\$6,350.00

with delivery

Standard Contract Terms & Conditions

All quotations are subject to approval by the company. The above listed prices shall be firm for 7 days. Prices shown in this quotation are for specific items, quantities, and lead times indicated.

Prices are subject to change if all of the items are not ordered, if quantities ordered differ, or if adequate lead-time is not allowed.

The prices shown in this quotation DO/DO NOT include freight charges which will be added to our invoice. This quotation does not include any fees for local permits or licenses that may be required by your municipality or state.

The prices shown in this quotation DO/DO NOT include applicable taxes, which will be added to our invoice unless a valid certificate of exemption is provided by you. Please be advised that, under state law, some items may still be taxable. In states where TriMark Hockenbergs is not registered to collect Sales Tax, it is the buyer's responsibility to pay any applicable Use Tax due to the state.

Payment terms are 50% due at time of order, 45% due prior to delivery and 5% due based on customer terms. We impose a surcharge on credit cards that is not greater than our cost of acceptance. Please be advised that a 1.5% per month FINANCE CHARGE will begin to accrue upon expiration of the above payment terms. This will amount to 18% annually.

In the event that the delivery date is delayed by you, or any party other than TriMark Hockenbergs, for more than two (2) weeks from the agreed upon date, you hereby agree that TriMark Hockenbergs will bill you for "stored materials". You also agree that any payments originally due "upon delivery" will become immediately due and payable. For valuable consideration, receipt of which is hereby acknowledged, you hereby grant to TriMark Hockenbergs a security interest in the equipment described herein and any and all additions and accessories thereto, to secure payment of the total debt and any and all other obligations to TriMark Hockenbergs under this agreement. The security interest created hereby shall terminate when obligations have been paid in full.

You hereby authorize TriMark Hockenbergs to file any UCC financing statement that it deems necessary to perfect its security interest.

On capital purchases, we require a perfected security interest in the goods until they have been paid for in full. TriMark Hockenbergs will handle all of the necessary U.C.C. filings and pay for any costs associated with these filings. Upon failure of you to promptly pay or perform any of the obligations or any covenants contained or referred to herein, TriMark Hockenbergs may, at its option, declare all of the obligations immediately due and payable and then shall have all of the remedies of a secured party under the Uniform Commercial Code of the state where the equipment is located. Such remedies shall include, but are not limited to, the right to take possession of the equipment. Expenses related to repossessing, holding, repairing, or reselling the equipment, including any collection costs, reasonable attorney's fees and legal expenses, shall be the responsibility of the buyer.

No warranty of merchantability or fitness for a particular purpose, or other warranty, express, implied or statutory, nor any affirmation of fact or promise is made by Seller with respect to the goods which are sold pursuant hereto.

This Quote shall be subject to TriMark's Terms of Sale <https://www.trimarkusa.com/SiteMedia/SiteResources/Terms/TriMark-Terms-and-Conditions-of-Sale.pdf>, which are incorporated herein by reference and shall govern. The parties specifically agree that no signature shall be required in order for this Quote or its applicable terms and conditions to be deemed legally binding and enforceable on Customer where the intent to be so bound can be inferred (including by acceptance or retention of products or services), notwithstanding contrary requirements under any law.

Any tax or similar fees shown in this Quote are an estimate only.

Acceptance _____ Date _____

Print Name _____

Company Name _____

Acceptance: _____ Date: _____

Printed Name: _____

Attest: Jenna Jennings, County Auditor

Date



PRODUCT PURCHASE AGREEMENT

DATE 8/26/2025
QUOTE _____

PURCHASER: JASPER COUNTY
 STREET ADDRESS: 910 N 11TH AVE E
 CITY/STATE: NEWTON, IA COUNTY: _____
 POSTAL CODE: 50208 MOBILE: _____
 PURCHASER CONTACT: NAME: _____ EMAIL: _____
 INDUSTRY CODE: Public Services EST. DELIVERY DATE: _____
 F.O.B AT: Ziegler Branch

ACCOUNT NUMBER: 4262300 Sales Tax Exemption # (if applicable): _____ PURCHASER P O NUMBER: _____

PAYMENT TERMS: _____ (All terms and payments are subject to Finance Company - OAC approval)

NET PAYMENT ON RECEIPT OF INVOICE NET ON DELIVERY FINANCIAL SERVICES CSC LEASE
 CASH WITH ORDER _____ BALANCE TO FINANCE _____ CONTRACT INTEREST RATE _____
 PAYMENT PERIOD _____ PAYMENT AMOUNT _____ NUMBER OF PAYMENTS _____ OPTIONAL BUY-OUT _____

QUANTITY	DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED	PRICE
1	HM316 MULCHER, HM316, HF X	\$ 36,880.00

YEAR	BILL OF SALE - TRADE-IN EQUIPMENT	SERIAL NO.	SELL PRICE		
				\$	36,880.00
			LESS GROSS TRADE ALLOWANCE	\$	
			OTHER	\$	
			SUBTOTAL	\$	36,880.00
			SALES TAX 0.000%	\$	0.00
			TRADE BALANCE OWED	\$	
			OTHER	\$	
			OTHER	\$	
			TOTAL	\$	36,880.00

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO ZIEGLER INC. SUBJECT TO THE TERMS ON PAGE 2.

NEW EQUIPMENT WARRANTY
 USED EQUIPMENT WARRANTY

Now 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.
12 MONTH HYDRAULIC ATTACHMENT WARRANTY

ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED AS FURTHER STATED ON PAGE 2. All used equipment is sold "as is with all faults," and no warranty is offered except as specified here:

CVA: _____
 NOTES: _____

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

ORDER RECEIVED BY _____ ZIEGLER INC. "Seller"
 REPRESENTATIVE _____
 PURCHASER APPROVED AND ACCEPTED ON _____ DATE _____
 PURCHASER (FIRST & LAST NAME)
 BY _____ PURCHASER SIGNATURE
 PURCHASER 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, ENHANCED, 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 damaged 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 in 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.** 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.

August 26, 2025

Tuesday, August 26, 2025, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Cupples, and Nearmyer present and accounted for Chairman Talsma presiding.

Maintenance Director Adam Sparks spoke to the Board about working with Afton Energy LLC to facilitate requesting a rebate to the IRS for the cost of putting in the geothermal at the Administration Building. Afton Energy will only collect 15% of the total amount awarded to the County. If the County receives nothing there is no cost to the County.

Motion by Cupples, seconded by Nearmyer to approve a geothermal/solar consultation and service agreement with Afton Energy, LLC.

YEA: CUPPLES, NEARMYER, TALSMA

Maintenance Director Adam Sparks presented quotes to purchase new furniture for half of the Attorney's Office. There were 3 quotes presented:

All Makes \$22,445.33

Forbes \$25,330.00

Workspace \$22,177.84

Motion by Nearmyer, seconded by Cupples to approve the quote from All Makes in the amount of \$22,445.33 to purchase new furniture for the Attorney's office.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve the changes to the General Assistance Policy regarding indigent burials.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve a VMware renewal for the Courthouse in the amount of \$10,712.16 for a 3-year contract with Heartland Business Services.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-129 that was approved on August 19, 2025, to approve the Living Roadway Trust Fund Grant in the amount of \$15,000.00.

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 only bid submitted for FY26 culvert pipe stockpile materials in the amount of \$14,853.89 to Leymaster Tile.

YEA: CUPPLES, NEARMYER, TALSMA

Engineer Mike Frietsch presented two bids for culvert pipes to replace bridge S13. There were two bids presented:

Metal Culverts, Inc \$13,623.00

Leymaster Tile \$17,208.10

Motion by Nearmyer, seconded by Cupples to approve the bid from Metal Culverts, Inc in the amount of \$13,623.00 for culvert pipes to replace bridge S13.

YEA: CUPPLES, NEARMYER, TALSMA

Engineer Mike Frietsch presented two bids for culvert pipes to replace bridge R01. There were two bids presented:

Metal Culverts, Inc \$38,451.60

Leymaster Tile \$64,342.08

Motion by Cupples, seconded by Nearmyer to approve the bid from Metal Culverts, Inc in the amount of \$38,451.60 for culvert pipes to replace bridge R01.

YEA: CUPPLES, NEARMYER, TALSMA

Engineer Mike Frietsch presented two bids for supplying and hauling revetment, Class E to bridge C05. There were two bids presented:

Bruening Rock Products, Inc \$17,396.00

Martin Marietta \$19,780.00

Motion by Cupples, seconded by Nearmyer to approve the bid from Bruening Rock Products, Inc. in the amount of \$17,396.00 for supplying and hauling revetment, Class E to bridge C05.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve AVL GPS tracking service contract with Dynamic IoT Data Inc. in the amount of \$15,990.25 for the initial setup and first 9 months of service.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve the resignation of Resolution 25-128 to 25-130 for a hiring resolution of Secondary Roads full-time Skilled Laborer – Piper Larson.

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Secondary Roads	Full-Time Skilled Laborer	Piper Larson	\$26.43	Hire-In Rate Union Scale (7/1/25)	08/20/25

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 25-131, 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	Detention Officer	Mercedez Putney	\$23.10	Hire-In Rate as of 8/23/25	9/8/25

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 set a Public Hearing for the Amendment to the current Mitigation Plan with recommended dates and times of September 9th, September 16th, and September 23, 2025, at 9:30 a.m. in the Board of Supervisors Room.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve a Statement of Gift Intent to MercyOne Newton Emergency Department in the amount of \$320,000.00 from ARPA funds with an expiration date for the funds to be spent by December 31, 2026.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-132, approving the Mitigation Grant for the Rural Jasper County Siren Project with matching funds of \$84,501.85.

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 25-133, approving transfer order #1560 in the amount of \$26,803.68 from Monroe-PR City Trail Capital Project Fund to ARPA Bike Trail Improvement 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 claims paid through August 26, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve Board of Supervisors minutes for August 19, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

There were no Board Appointments.

Motion by Nearmyer, seconded by Cupples to enter into closed session requested by Chief Information Officer, Ryan Eaton in accordance with Iowa Code Section 21.5(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharged is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a close session.

YEA: CUPPLES, NEARMYER, TALSMA

ROLL CALL YEA: CUPPLES, NEARMYER, TALSMA

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

YEA: CUPPLES & TALSMA

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

YEA: CUPPLES & TALSMA

Motion by Talsma, seconded by Cupples to recess until 12:15.

YEA: CUPPLES & TALSMA

Motion by Talsma, seconded by Cupples to come out of recess.

YEA: CUPPLES & TALSMA

The Board reviewed the possible changes to the 10-acre rule adding a utility exception. These changes will go before the Zoning Board to be approved or denied before coming back to the Board of Supervisors. The Board also discussed Hilltop Estates agreement and where the developer was at on getting two homes built by December 31, 2026.

Motion by Nearmyer, seconded by Cupples to adjourn the Tuesday, August 26, 2025, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, NEARMYER, TALSMA

Jenna Jennings, Auditor

Brandon Talsma, Chairman