



# BOARD OF SUPERVISORS

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

Thad Nearmyer

Doug Cupples

Brandon Talsma

**April 7, 2026**

**9:30 a.m.**

[www.jasperia.org](http://www.jasperia.org)

Live Stream: <https://vimeo.com/event/5748472?fl=so&fe=fs>

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

## Pledge of Allegiance

**Item 1 Jasper County Property Use Application**

**Item 2 Recorder – Joe Otto**

- a) Requesting to have both Joe Otto & Michelle Hull on the Recorder's Office Bank Account

**Item 3 Human Resources – Dennis Simon**

- a) Proposed Policy Change: "Secondary Roads Boot, High Visibility Clothing, and Safety Glasses Policy"

**Item 4 Treasurer – Doug Bishop**

- a) Request for the Suspension of Taxes for Parcel # 09.26.236.003 - \$808.50

**Item 5 Engineer – Mike Frietsch**

- a) Approval Proposal for Calhoun-Burns & Associates for Jasper County Bridge Inspection and Rating Program – 2026 and 2027 in the Total Lump Sum Amount for the Two Years of \$76,400
- b) Award Bid for One (1) Trailer Mounted Asphalt Hot Box to Mid-Country Machinery for a KM 8000TEDD-20'-C3M3 at a Total Bid Amount of \$56,735
- c) Approval Invoice for One (1) KM 8000TEDD-20'-C3M3 from Mid-Country Machinery Bondurant, Iowa, with a Solvent Tank Added for Tool Cleaning at a Total Price of \$57,260
- d) Award Bid for One (1) Skid Steer Loader with Cold Planer Attachment to Ziegler Caterpillar for a 2026 CAT 250 Skid Steer with a CAT PC306 with Water Cold Planer Attachment at a Total Bid Amount of \$92,696.41
- e) Approve Purchase Agreement for a 2026 CAT 250 Skid Steer with a CAT PC306 with Water Cold Planer Attachment from Ziegler Caterpillar at a Total Purchase Price of \$92,696.41
- f) Approve Purple Wave Contract for Auctioning the 2000 Mack Semi-Tractor known as M-1
- g) Set Public Hearing Date for Amendment to the FY2026 Local Secondary Roads Budget  
(Recommended Dates & Times, April 28<sup>th</sup>, May 5<sup>th</sup>, and May 12, 2026, at 9:30 am in the Jasper County Board of Supervisors Room)
- h) Set Public Hearing for Secondary Roads FY2027 Budget  
(Recommended Dates & Times, April 21<sup>st</sup>, April 28<sup>th</sup>, and May 5, 2026, at 9:30 am in the Jasper County Board of Supervisors Room)

**Item 6 Resolution Approving Elected Officials Salaries for FY2026/2027** (replacing Resolution 26-02)

**Item 7 Resolution Approving Salaried Department Heads for FY2026/2027**

**Item 8 Set Public Hearing for the FY 2025-2026 Budget Amendment**

(Recommended Date and Time, April 21, 2026, at 9:30 am in the Jasper County Board of Supervisors Room)

**Continue to Page 2**



# BOARD OF SUPERVISORS

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

*Page 2*

- Item 9** Approval of Claims paid through April 7, 2026
- Item 10** Approval of Board of Supervisors Minutes from March 24, 2026
- Item 11** Approval of Board of Supervisors Minutes from March 31, 2026
- Item 12** Board Appointments

## PUBLIC INPUT & COMMENTS

### **After Regular Meeting - Work Session**

- 28E Agreement with Conservation
- Secondary Roads
- New Equipment Budget Update

*for April 7, 2026, Agenda*

# Jasper County Property Use Application

Group Name: \_\_\_\_\_  
Contact Info: Melissa Dalton (MUST BE 18 YEARS OF AGE)  
Address: 3362 Hwy 6 E  
City/State/Zip: Newton VA 50208  
Phone: 641-990-2321 Alt Phone: \_\_\_\_\_  
Email: mmdalton81@gmail.com

Name of Event: Christmas Trees  
Area of Use: 2 trees @ four corners  
Date of Event: week before courthouse lighting  
Time of Event: \_\_\_\_\_  
Description of Event: 1 tree on each side of the arch  
that's on each corner

Signed Jasper County Property Usage Agreement

I understand that I am liable for any damage that occurs to the requested property and any of its contents during the time I have reserved. I FURTHER ACKNOWLEDGE RESPONSIBILITY FOR THE PAYMENT OF ANY DAMAGES THAT MIGHT OCCUR TO THE PROPERTY DURING THE DESIGNATED EVENT.

Signature: Melissa Dalton Date: 3/27/26

**Jasper County Contact Information:**  
(641) 521-8844 Adam Sparks – Buildings & Grounds  
(641) 792-7016 Auditor's Office (M-F 8:00 a.m. to 4:30 p.m.)  
(641) 990-4254 Jenna Jennings – Auditor  
911 Emergency

## Jasper County Property Usage Agreement

Use of any Jasper County property requires approval from the Jasper County Auditor or one of their authorized staff. Please see the Auditor's Office for Application Request Form.

The Auditor, or one of their authorized staff, in the exercise of their own discretion may grant variances from these rules and requirements for cause shown on a case-by-case basis and reserves the right to refuse use of any Jasper County property for any event that may compromise the security of the grounds or the safety of either the employees or the general public.

The Auditor, or one of their authorized staff, also reserves the right to request a date change and/or cancel an event due to conflicts with County operations.

### Rules of Use:

1. Jasper County property shall not be used for any unlawful purpose.
2. Use of Jasper County property shall not interfere with normal County operations or with normal public access to the property during business hours. (Monday through Friday 8:00 a.m. to 5:00 p.m.)
3. No animals (except guide dogs) or vehicles are allowed on Jasper County property.
4. Nothing shall be placed on Jasper County property that could be harmful to the asphalt, grass, or trees. (examples: bounce houses, large tent steaks, grills, chemicals, etc.)
5. No glass bottles are allowed on Jasper County property.
6. No form of open flame fire may be used on Jasper County property.
7. Jasper County property shall be cleaned and returned to its pre-event condition immediately following the event.

Violation of any of these rules may be cause for the Auditor to deny an applicant's future use of Jasper County property.

I understand that I am liable for any damage that occurs to the requested property and any of its contents during the time I have reserved. I FURTHER ACKNOWLEDGE RESPONSIBILITY FOR THE PAYMENT OF ANY DAMAGES THAT MIGHT OCCUR TO THE PROPERTY DURING THE DESIGNATED EVENT.

My signature affixed hereto attests that I have read, understand and agree to comply with restrictions and procedures herein and to follow rules of use while using Jasper County property and I further agree and attest to the following:

I, Melissa Dalton, shall personally and individually, indemnify, save and hold harmless Jasper County, Iowa and all of their officers, agents and employees, from and against any and all claims, liability, expenses, demands, actions or causes of action of whatever nature or character including attorney fees and expenses of litigation, for loss, damage or injury to any person or property of Jasper County, Iowa and or guests, invitees, trespassers or any other persons arising out of or in any way connected with the occupancy of use of Jasper County property by the undersigned responsible party and all persons on whose behalf I am acting.



Responsible Party Signature

3/27/26

(Date)

Jasper County Auditor/Staff Signature

(Date)

## **Jasper County Secondary Roads: Boot / High Visibility Clothing / Safety Glasses Policy Revision**

The following Amendment will be effective July 1, 2026. This policy is specific to the Jasper County Roads' Department and identified employees

### **BOOT/HIGH VISABILITY CLOTHING ALLOWANCE:**

Employees within the Jasper County Secondary Roads Department shall be allowed up to Four Hundred Dollars (\$400.00) per fiscal year for the purchase of OSHA approved safety-toe boots and approved high visibility clothing. The County Engineer will be responsible for reviewing receipts from the employee for the purchase of footwear and high-visibility clothing, determining eligibility, and processing claims for allowable reimbursement. Should an individual purchase boots and/or approved high visibility clothing over the Four Hundred Dollars (\$400.00) limit, the individual will be responsible for any expense over the established limit.

### **PRESCRIPTION SAFETY GLASSES ALLOWANCE:**

If an employee within the Jasper County Secondary Roads Department is required to wear prescription glasses or contacts, the employee may utilize some or all the Four Hundred Dollar (\$400.00) boot/clothing allowance for authorized prescription safety glasses. The employee must provide a receipt verifying the purchase of prescription safety glasses to management for reimbursement.

### **ELIGIBLE PERSONNEL**

Eligible personnel for this policy include the following positions: Skilled Laborer, Mechanic, Crew Leader, Civil Technician, Technical Design Manager, Shop Foreman, Sign/Roadside Vegetation Manager, Assistant Maintenance Superintendent (Structure/Granular Roads), Maintenance Superintendent, Engineer. The following positions will not be eligible: office clerical, Assistant to the Engineer.

Current or new positions will be addressed on a case-by-case basis by the County Engineer and the Board of Supervisors. If approved, the identified position will be added or deleted as eligible personnel. Additions or deletions to the list of eligible personnel may be done through simple motions by the Board of Supervisors in a public meeting and will not require an additional Resolution.

### **Amendments and Changes**

The policy and the approved monetary amount shall be reviewed bi-annually by the County Engineer and the Board of Supervisors. Any changes or amendments must be approved by the Jasper County Board of Supervisors in a public meeting.



**CALHOUN-BURNS & ASSOCIATES**

6775 Vista Drive  
West Des Moines, Iowa 50266

515 224 4344  
www.calhounburns.com

March 6, 2026

Michael Frietsch, P.E.  
Jasper County Engineer  
910 N. 11th Ave. E.  
Newton, IA 50208-1866

**RE: JASPER COUNTY BRIDGE INSPECTION AND RATING PROGRAM – 2026 AND 2027**

Dear Mr. Frietsch:

This proposal for bridge inspection and rating services for your 2026 and 2027 program is submitted in accordance with your request and our agreement for professional structural engineering services. You have asked us to reinspect and rate approximately 135 structures in 2026 and 142 in 2027 from the attached lists for the Standard Rating and HS-20 or HL-93 Design Trucks. We will complete Program Manager and Team Leader assignments, provide master lists, cost estimating and summary listing per the Iowa DOT and FHWA guidelines and requirements.

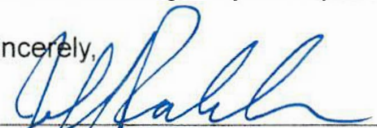
We propose to reinspect 135 structures in 2026 for a lump sum fee of \$36,000.00 and reinspect 142 structures in 2027 for a lump sum fee of \$40,400.00. We will perform any required load rating computations including any new rating trucks, including necessary Emergency Vehicle (EV), update scour evaluations, and complete fracture critical inspections to justify deficiencies, changes, replacements, repairs, funding, etc., at the following estimated rates:

- Load Rating Computations: \$ 165.00 Each
- Updated Level A or B Scour Evaluations: \$ 150.00 Each
- Fracture Critical Inspections: \$ 700.00 Each

In addition to the above, we will provide assistance with the implementation of the SIIMS database, including the change to the SNBI regulations, and any extra work requested at our hourly rates. Any special equipment costs will be charged to the County as a direct expense as we have done in the past.

Please review this proposal and, if it is acceptable, return one signed and dated copy to us. We will do another good job for you and Jasper County.

Sincerely,

  
\_\_\_\_\_  
Jeff M. Fadden, P.E.  
Vice President

**ACCEPTED FOR JASPER COUNTY:**

\_\_\_\_\_  
Board of Supervisors – Chair

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Michael Frietsch, P.E.  
Jasper County Engineer

**ATTESTED:**

\_\_\_\_\_  
Jasper County Auditor

Date: \_\_\_\_\_

**JASPER COUNTY BRIDGE INSPECTION AND RATING PROGRAM**

The following bridges shall be inspected and completed reports submitted:

**2026**

<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>
A01	C19	E21	G18	I10	M14
A04	C23	E22	G19	I15	N02
A08	C27	E24	G22	I16	N08
A09	D01	E25	G27	I17	N22
A11	D05	F01	G28	I18	O04
A14	D06	F04	G30	I22	O10
A15	D09	F05	G34	J03	O19
A17	D10	F06	G35	J05	R04
B01	D11	F07	H02	J06	R15
B02	D14	F10	H04	J07	R20
B03	D16	F12	H06	J09	S13
B07	D17	F13	H08	J10	S15
B08	D18	F19	H10	J11	S24
B13	D19	F20	H11	J12	S26
B14	E02	F21	H12	J13	S28
C05	E04	F31	H14	J20	S30
C10	E06	G01	H15	K15	S32
C11	E11	G02	I01	K35	T02
C12	E14	G03	I02	L01	T04
C13	E16	G06	I05	L12	T06
C14	E18	G09	I07	L17	
C16	E19	G10	I08	L25	
C18	E20	G13	I09	M03	

135 Structures

**JASPER COUNTY BRIDGE INSPECTION AND RATING PROGRAM**

The following bridges shall be inspected and completed reports submitted:

**2027**

<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>
A08	K13	L21	N13	P15	S04
A10	K14	L22	N14	P16	S07
A18	K15	L24	N18	P18	S12
B02	K19	L25	N21	P21	S13
B09	K21 (ENT.)	L27	N22	Q01	S15
D05	K22	L28	N23	Q02	S16
D15	K24	L31	O01	Q03	S18
E12	K28	M01	O05	Q05	S20
E14	K30	M02	O06	Q08	S26
E21	K32	M03	O07	Q13	S34
E24	K33	M11	O08	Q14	S35
F03	L01	M12	O09	Q15	S36
G01	L02	M14	O10	Q16	T02
G05	L03	M15	O12	Q19	T04
G21	L06	M16	O15	R01	T08
H13	L07	M17	O17	R02	T19
I11	L08	M19	O18	R05	T20
I19	L10	M22	O19	R08	T21
I20	L12	M23	O24	R10	T22
J20	L13	N02	P01	R11	T25
K01	L14	N04	P04	R15	T26
K09	L17	N05	P05	R20	
K10	L18	N09	P06	R25	
K11	L19	N12	P08	S03	

142 Structures



**Tabulation of Bids Received for One (1) Trailer Mounted Asphalt Hot Box**  
 Jasper County Highway Department  
 2:30 PM Wednesday March 18th, 2026

FY27 Budget Amount = \$59,897.50			
	Mid Country Machinery 3509 Franklin St. SW Bondurant, IA 50035	Kilburg Equipment 431 Grant St Preston, IA 52069	Road Machinery and Supplies Company 3100 Oxbow Ct SW Bondurant, IA 50035
Bid Type	Base	Base	Base
Year	2026	2026	2026
Make	KM International	Falcon	Leeboy
Model	KM 8000TEDD-20'-C3M3	4T1B-D	HB4T
Delivery Date	30-45 days	90 days or sooner	7/31/2026
Affidavit Form (Y/N)	Y	Y	Y
Product Info (Y/N)	Y	Y	Y
Warranty Info (Y/N)	Y	Y	Y
Warranty	1 year consumable parts, 2 years remaining parts, and 5 years trailer frame, box	2 year complete unit and Lifetime trailer frame only	2 yrs unlimited hours against manufacturer defects
Complete Bid (Y/N)	Y	Y	Y
Spec Deviations			
1.	Channel steel frame in lieu of tube steel		No combustion chamber
2.	Diamond tread plate fenders		
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Total Price	\$ 56,735.00	\$ 58,945.00	\$ 62,282.00

# Invoice

Mid Country Machinery, LLC  
3509 Franklin St SW  
Bondurant, Iowa 50035  
Phone: 3194154383  
jacob@midcountry.com



Jasper County Highway Department  
910 North 11th Ave E  
Newton, Iowa 50208

Customer number	Invoice number	Page	Invoice date	Due date
1174	1077	1 / 2	3/30/2026	4/29/2026

Item	Quantity	Price	Total
KM8000TEDD-20' C3M3 KM 8000TEDD-20' C3M3- 4 TON ASPHALT HOTBOX/RECLAIMER DIESEL FIRED HYDRAULIC DUMP TRAILER WITH ELECTRIC BRAKES TOOL RACK - FIVE POSITION RACK, MOUNTED ON KM8000 TRAILER SOLVENT TANK OPTION, 7 GAL, LATCHED HINGED LID, 3/4" BOTTOM DECK MOUNTED TO FIT 2-18X ON FRONT OF HOTBOX TRAILER TACK TANK SKID DECK BOLT ON OPTION 30 GAL HEATED TACK TANK M2 - OPTION THERMOSTAT CONTROLLED (55 - 175°F) LP BURNER, GRAVITY OUTLET 1-1/2" BALL VALVE 30 LB CYLINDER-LP SPRAY TACK UNIT WITH WAND, INCLUDES HOSE REEL KM 8000 LIGHT BAR OPTION; DIRECTIONAL ARROW BOARD & CONTROLLER KM 8000 STROBE; AMBER STROBE LIGHT, 6" DOME, MOUNTED SWITCHED (4200 SERIES) LITHIUM- 100 AH 12V LIFEPO4 BATTERY OPTION DIESEL HOTBOX LOADING HOIST/WINCH & DAVIT 12V OPERATION ROLLER CRADLE MOUNT FOR TRAILER PLACE SECOND SET OF RED STOP/TAIL/TURN LIGHTS	1	57,260.00	57,260.00
<b>Total</b>			<b>\$57,260.00</b>

Thank you for the business!  
Signature \_\_\_\_\_

# Invoice

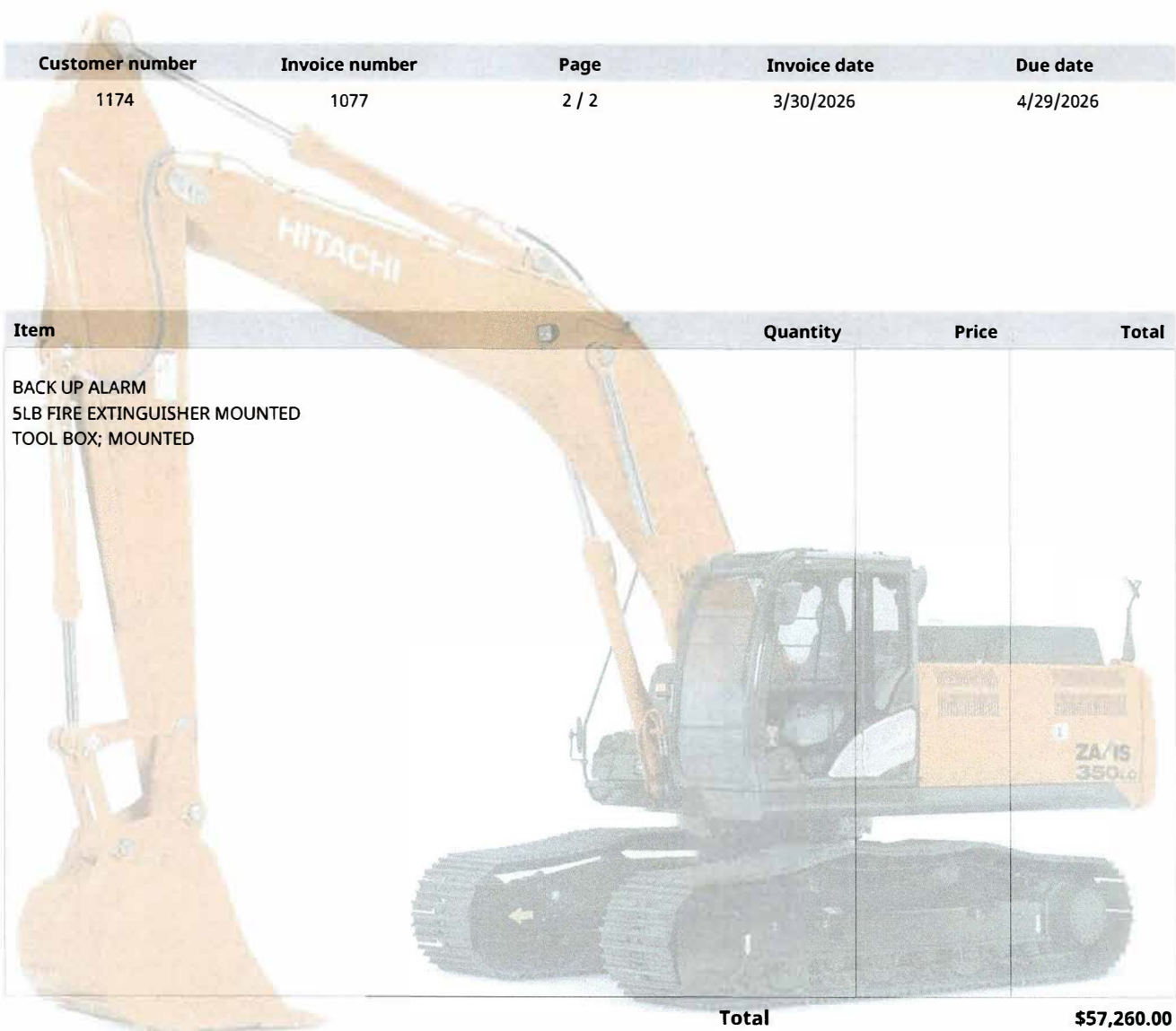
Mid Country Machinery, LLC  
3509 Franklin St SW  
Bondurant, Iowa 50035  
Phone: 3194154383  
jacob@midcountry.com



Jasper County Highway Department  
910 North 11th Ave E  
Newton, Iowa 50208

Customer number	Invoice number	Page	Invoice date	Due date
1174	1077	2 / 2	3/30/2026	4/29/2026

Item	Quantity	Price	Total
BACK UP ALARM 5LB FIRE EXTINGUISHER MOUNTED TOOL BOX; MOUNTED			
<b>Total</b>			<b>\$57,260.00</b>



Thank you for the business!  
Signature \_\_\_\_\_



**Tabulation of Bids Recieved for One (1) Skid Steer with Cold Planer Attachment**

Jasper County Highway Department  
2:00 PM Wednesday March 25th, 2026

FY27 Budget Amount = \$91,584.36					
	Ziegler 1500 Ziegler Dr. Nw Altoona, IA 50009	Murphy Tractor & Equipment Co. 5087 E Broadway Ave Des Moines, IA 50317	VanWall Equipment 1318 West St South Grinnell, IA 50112	Murphy Tractor & Equipment Co. 5087 E Broadway Ave Des Moines, IA 50317	VanWall Equipment 1318 West St South Grinnell, IA 50112
Bid Type	Base	Base	Base	Alt 1	Alt 1
Skid Steer					
Year	2026	2026	2026	2026	2026
Make	Caterpillar	Deere	Deere	Deere	Deere
Model	250	324 P	324 P	324 P	330 P
Cold Planer					
Year	2026	2025	2026	2026	2026
Make	Caterpillar	Deere	Deere	Virrig	Deere
Model	PC306 w/ water	CP24G	CP24G	PLR 24	CP24G
Delivery Date	3-6 months	4 months from Purchase Agreement	8 to 12 weeks	4 months from Purchase Agreement	8 to 12 weeks
Affidavit Form (Y/N)	Y	Y	Y	Y	Y
Product Info (Y/N)	Y	Y	Y	Y	Y
Warranty Info (Y/N)	Y	Y	Y	Y	Y
Skid Steer Warranty	5 Year 3000 hour premier	4 years 3,000 hour comprehensive	5 Year 3000 hour comprehensive	4 years 3,000 hour comprehensive	5 Year 3000 hour comprehensive
Complete Bid (Y/N)	Y	Y	Y	Y	Y
Spec Deviations					
1.	Ground clearance 7.7 in	Hazard warning lights not LED	Added engine air precleaner	No pressure gauge on cold planer	Added engine air precleaner
2.	Side lights and side cameras	2 front and side LED machine lights, 1 on rear instead of 2		Hazard warning lights not LED	
3.	Includes polycarbonate door			2 front and side LED machine lights, 1 on rear instead of 2	
4.					
5.					
6.					
7.					
8.					
9.					
10.					
Total Price	\$ 92,696.41	\$ 95,724.00	\$ 97,675.00	\$ 91,603.00	\$ 108,225.00

DATE Mar 25, 2026

Quote 242554



**PRODUCT PURCHASE AGREEMENT**

PURCHASER <u>JASPER COUNTY</u>			
STREET ADDRESS <u>918 N 11TH AVE S</u>		<SAME>	
CITY/STATE	<u>NEWTON, IA</u>	COUNTY	<u>JASPER (IA)</u>
POSTAL CODE	<u>50208-1866</u>	PHONE NO.	<u>641-792-5862</u>
EQUIPMENT			
CUSTOMER CONTACT: <u>PRODUCT SUPPORT</u>			
INDUSTRY CODE: <u>Trucking And Courier Services,</u>		F.O.B. AT: <u>DES MOINES</u>	
<u>Except Air (4210)</u>		PRINCIPAL WORK CODE	

ACCOUNT NUMBER <u>4262300</u>	Sales Tax Exemption # (if applicable) <u>N/A</u>	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 <input type="checkbox"/>
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: TBA	MODEL: 250	YEAR: TBA	NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>
STOCK NUMBER: TBA	SERIAL NUMBER: TBA		
250 05A SKID STEER LOADER	624-0668	PRODUCT LINK, CELLULAR PLE643	579-2324
SHIPPING/STORAGE PROTECTION	643-1300	PACKING, CONTAINER	0P-0223
GUARDING / SEALING PKG, (HDI)	586-0052	COUNTERWEIGHT, MACHINE, EXTERNAL	585-9676
AXLES, STANDARD	528-0197	PC306 With Water	529-5791
RIDE CONTROL, NONE	592-6354	FLEXPORTR CONSTRUCTION TIRES	
FUEL, ELECTRIC PRIMING	590-1211	BUCKET-GP, 74", BOCE	2795373
REAR LIGHTS	579-2312		
DOOR, CAB, POLYCARBONATE	593-7244		
SEAT BELT, 2"	613-1924		
INTEGRATED RADIO	651-8586		
CERTIFICATION ARR, P65	643-7211		
INSTRUCTIONS, ANSI, USA	585-9542		
HEATER, ENGINE COOLANT, 120V	594-2212		
COLD STARTING PACKAGE (120V)	652-2074		
CAB PACKAGE, ULTRA	661-5333		

YEAR	BILL OF SALE - TRADE-IN EQUIPMENT	SERIAL NO.	SELL PRICE	\$92,696.41
			EXT WARRANTY	Included
			NET BALANCE DUE	\$92,696.41
			BALANCE	\$92,696.41

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  ZIEGLER INC. TO PAY OUT

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 Standard 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:
250-60 MO/3000 HR PREMIER	

CVA: \_\_\_\_\_

NOTES: \_\_\_\_\_

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

ORDER RECEIVED BY Barth, Austin Ziegler Inc. Company PURCHASER

APPROVED AND ACCEPTED ON JASPER COUNTY REPRESENTATIVE 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 this 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 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 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](http://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.
22. **ZIEGLER UPTIME COMMITMENT.** This purchase includes enrollment in Ziegler's Customer Value Agreement for the machine identified above. Customer agrees to Ziegler's Back to Work Terms & Conditions, available at <https://www.zieglercat.com/service/ziegler-uptime-commitment>, which govern all service guarantees and maintenance benefits. This purchase agreement constitutes the CVA agreement referenced in those terms. Customer authorizes Ziegler to register this machine in Caterpillar's Foresight system and acknowledges that all guarantees are subject to registration, eligibility requirements, and exclusions set forth in the Back to Work Terms & Conditions.
23. **TERM AND TERMINATION.** The term of the Customer Value Agreement (CVA) shall begin on delivery date of the equipment above, and shall automatically renew each year thereafter ("Term") until terminated in writing by the parties. Notwithstanding the foregoing, the pricing of this Agreement shall be dependent on the then rate of Ziegler in any particular one year period and the manufacturer's pricing adjustments. There are no Service Meter Unit ("SMU") hour limits under this Agreement. Either party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other party.



### 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](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

<b>FOR DEALER USE ONLY</b>
<b>Company UCID</b>
<b>Company Representative CWS ID</b>
<b>Main Store Dealer Code</b>
<b>Dealer Representative Name</b>
<b>Dealer Representative CWS ID</b>

# INTERNET AUCTION AGREEMENT



purplewave.com  
Straight. Simple. Sold.®

This Internet Auction Agreement ("Agreement") is made by and between the Seller identified below and Purple Wave, Inc. 825 Levee Dr., Manhattan, KS 66502, 866-608-9283 ("Auctioneer"), together, ("Parties"). For good and valuable consideration, Auctioneer authorizes Seller's use of Auctioneer's website, [www.purplewave.com](http://www.purplewave.com), as an online auction platform where Auctioneer will list Seller's property ("Property") as Seller makes available to Auctioneer on any valid Exhibit 1, online account, or any Property list, as set forth below:

ANTICIPATED AUCTION DATE(S): \_\_\_\_\_ TITLE: \_\_\_\_\_

SELLER INFORMATION: Customer Number: 494128 Segment: Government

Seller Legal Name: \_\_\_\_\_ Company Name: Jasper County IA

Seller Address: 910 North 11th Avenue East City: Newton State: IA Zip: 50208

Phone: 641.521.6018 Email: mfrietsch@jasperia.org

Representative Name: Michael Frietsch Title: \_\_\_\_\_

**SETTLEMENT:** The Auctioneer will distribute auction proceeds to Seller within 15 business days of auction or receipt of all title or ownership documents, whichever is later. The Auctioneer will deduct its fees directly from the auction proceeds prior to settlement. All settlements are subject to the Auctioneer's ability to collect auction proceeds from buyers and subject to lawful encumbrances, withholding orders, or security interests. In the event of a dispute about Property ownership, claims affecting the property, or settlement, the Seller authorizes the auctioneer to hold money in escrow pending the resolution of any such claim.

**SELLER FEES:** Seller shall pay a listing fee of \$100 per lot, if applicable, Seller will also pay a service fee(s) of \_\_\_\_\_%

Of the winning bid(s). Other: \_\_\_\_\_

Internal Use Only	G
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**OWNERSHIP:** - Does the Seller own all of the Property to be sold at Auction? Yes  No

If No, please provide documentation with the Seller's legal authority to sell the Property: \_\_\_\_\_

- Is a separate parent or subsidiary legal entity involved? Yes  No

If Yes, Please identify the name of the related entity: \_\_\_\_\_

- Does the Seller owe any money on the Property? Yes  No

- Is the Property pledged as collateral or securing a debt or line of credit? Yes  No

**IF MONEY IS OWED OR IF THE PROPERTY IS PLEDGED AS COLLATERAL, PLEASE IDENTIFY ALL LENDERS OR FINANCIAL INSTITUTIONS:**

Lending Institution: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Lending Institution: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**OTHER CLAIMS AGAINST PROPERTY:** Seller represents and warrants it has listed all encumbrances and security interests affecting the Property, Seller, or owner (if different). Seller hereby provides Seller's written consent for Auctioneer to work directly with any financial institution, government agency, encumbering party, or otherwise to clear or manage any security interest or lien affecting the Property or Property transferability. Seller authorizes Auctioneer to perform, at its discretion, title, lien, or UCC searches related to the sale of Property. Seller's authorization for Auctioneer to check security interests in no way relieves the Seller of the duty to accurately disclose security interests or encumbrances affecting the Property or Property owner. Seller represents and warrants that Seller owns and has the authority to sell the Property without consent of any third party and without condition except as noted above. Unless otherwise agreed, Seller will ensure Property is, or will be, free and clear of encumbrances or liens before the conclusion of the Auction. Seller agrees to defend and indemnify the Auctioneer for any claim made against the Property in the event a third party claims to have any interest in the Property. To the extent a government agency cannot agree to indemnification by law, this indemnification duty shall not apply.

**PROCEEDINGS AFFECTING PROPERTY:** Does the Seller have a recent, current, or pending bankruptcy, lawsuit, tax lien, SBA Covid-19 EIDL loan, or any other circumstance that could result in another party making a claim against the Property or the auction proceeds. Yes  No

**SIGNATURES:** The Parties execute this Agreement effective the last date written below. This Agreement, including the accompanying exhibits or documents referred to in this Agreement, if any, is the entire agreement between the Parties and all prior discussions, agreements or understandings are completely merged into and superseded by this Agreement. Seller's representative below has authority to commit the Seller contractually and agrees to the Agreement including the Terms & Conditions on the following page.

Seller: _____	Thad Nearmyer	_____	_____
Signature	Printed	Title	Date
Auctioneer: _____	Jamie Wilcox	Account Manager	3.25.2026
Signature	Printed	Title	Date

# TERMS AND CONDITIONS

**EXCLUSIVE LISTING AND HOSTING.** As agreed upon, the Seller shall host inspections, answer bidder questions about the Property, and coordinate the release of Property directly with the buyer. As of the effective date of this Agreement, the Seller shall cease all use of the Property to be sold at auction unless otherwise communicated to Auctioneer in writing. Seller shall withdraw the Property from any other selling service. The Seller will list the Property for sale exclusively with the Auctioneer. The Seller will not withdraw any portion of the Property from the Auction except with (a) prior written consent of the Auctioneer and only after (b) reimbursing Auctioneer for Compensation described below based on a 3rd party appraisal and all expenses for advertising retractions and similar expenditures to cancel the Auction. The Auctioneer shall refuse consent to withdraw Property at auction if doing such would be in violation of any rule, regulation, or industry standard. If Seller withdraws Property without the Auctioneer's consent, the Seller agrees to pay Auctioneer liquidated damages of 50% of the estimated sale price plus the buyer's premium of 10% on the estimated sale price. To the extent allowed by law, the Auctioneer shall be entitled to reasonable attorney fees for collection costs associated with the Seller's failure to sell or release the Property to the highest bidder as set forth in this Agreement. The Parties acknowledge that the liquidated damages are reasonable and account for reputational damages to Auctioneer.

**USE OF THE WEBSITE.** The Property will be sold in an Internet-only auction on the Auctioneer's website at [www.purplewave.com](http://www.purplewave.com). The Auctioneer, in its sole and absolute discretion, will manage the website listing based on the information Seller provides to the Auctioneer. If Seller notices missing or incorrect information in the Property description on the website or auction advertising, the Seller will notify Auctioneer immediately. The Seller agrees Auctioneer may post the Auction results and listings on Auctioneer's affiliates and syndicates' website both before and after the auction.

**TITLES.** Seller authorizes the Auctioneer, as Seller's agent and power of attorney, to execute any documents necessary to transfer, or document the transfer, of the Property sold at this Auction, including bills of sale, titles, or requests for duplicate titles. If required, the Seller shall execute any additional powers of attorney as may be required to transfer lawful title to any buyer.

**RIGHT TO POSTPONE.** In event of a technical failure, bidding error, or other unforeseen emergency, Auctioneer may, at its discretion, cancel or postpone any item(s) in the Auction and may take actions, such as re-listing items in a future Auction, to allow a natural conclusion to the sale.

**PROPERTY CONDITION.** The Property will be represented and sold in its "AS IS, WHERE IS" condition, without warranties of any kind by Seller or Auctioneer. Notwithstanding, Seller agrees to accurately disclose all Property information and condition disclosures and represents that Property is in safe and working order unless specifically disclosed otherwise in the description. Seller represents the Property has not been modified or tampered with in violation of any laws, including tampering with emission control devices. The Seller agrees to pay for all costs and fines for any violation of applicable emission laws, ordinances, or regulations. If there is a dispute with a winning bidder over the condition of the Property, Auctioneer will attempt to resolve the issue on behalf of Seller but may, if necessary, seek Seller's assistance in the resolution. Seller agrees that Auctioneer shall not be liable for any losses or claims related to the Property except in situations where Auctioneer, or its agents, are at fault. Seller shall otherwise assume full responsibility for such Property losses or claims. Seller should maintain casualty insurance (including self-insurance) for the Property until possession is transferred to the winning bidder or the Property is deemed abandoned by the buyer pursuant to Auctioneer's buyer terms and conditions.

**UNRESERVED AUCTION.** The Property will be sold "absolute" and "without reserve." Once Auctioneer has placed the Property on [www.purplewave.com](http://www.purplewave.com) and received a bid on it, the Auction has begun, and the Property must and will be sold for the highest bid received at the end of the Auction. Auctioneer will use words indicating the absolute nature of the auction in event advertising. Although the Auctioneer will use its best efforts, no guarantees or representations regarding the level of bidder interest the Property may attract, number of bids or ultimate price that may be received are made by Auctioneer. The Seller will accept for the Property the highest winning bid accepted by the Auctioneer (also called the hammer price), less the Compensation due Auctioneer. For Illinois Auctions, unless otherwise agreed upon, the Auctioneer shall pay auction advertising costs. If applicable, the Auctioneer shall pay actual advertising costs exceeding 120% of the estimated costs, unless otherwise agreed in writing. Illinois Auction Firm License # 444.000465.

**SHILL BIDDING PROHIBITED.** It is illegal and against Auctioneer's policies for the Seller, Auctioneer (acting as Seller's agent), or anyone else acting on Seller's behalf to bid on the Property. If an innocent third party is declared the winning bidder, the Auctioneer may complete the sale to that innocent third party and adjust the purchase price to reflect the last good faith bid. In the event the Auctioneer determines the Seller or someone bidding on Seller's behalf, bids on the Property, the Seller will pay Auctioneer an additional administrative fee of two-times the combined Seller Commission and Buyer's Premium the Auctioneer would have otherwise collected from the final winning bid for the Property as compensation for the expense and effort of any related corrective action taken by the Auctioneer, regardless of whether Seller, Seller's agent or an innocent third party is the declared winner of the Property.

**COLLECTIONS.** Auctioneer will use reasonable efforts to qualify bidders and collect payments from winning bidders however, Auctioneer does not guarantee collection of payment. The Auctioneer will collect and remit sales taxes in accordance with state and local regulations. The Auctioneer will pay all banking fees and retain any interest or credits earned related to collection of the auction proceeds. In the event of a default, the Auctioneer shall be authorized to relist the Property for the Seller on the same terms as contained herein unless the Seller objects to the relist as soon as practicable after the default.

**COMPENSATION.** Seller agrees to pay Auctioneer the Seller fee previously stated, if any, applied against the winning bid(s) received and collected for the Property. Seller also agrees Auctioneer shall collect and retain from winning bidders a standard buyer's premium of 10% of the winning bid(s) for the Property. Lastly, Seller agrees that Auctioneer may charge and collect late payment or similar reasonable administrative fees from winning bidders when warranted and retain those fees as compensation for additional efforts to address such issues.

**RELEASE TO BUYERS.** After collecting payment for the Property, the Auctioneer will notify the Seller. After receiving notice of proof of payment, the Seller shall coordinate and release the Property to the winning bidder. The Seller shall notify Auctioneer if there are removal issues, or the buyer has not removed the Property by the removal deadline. If Seller fails to release the Property, the Seller agrees to pay Auctioneer liquidated damages of 50% of the Property's sale price. To the extent allowed by law, the Auctioneer shall be entitled to reasonable attorney fees for the Seller's failure to release the Property. The Parties acknowledge that the liquidated damages are reasonable and account for reputational damages to Auctioneer. In the event the Seller fails to release Property, the Parties agree that the Auctioneer may seek equitable or legal relief at the Seller or Auctioneer's location. The Parties agree to waive any bond requirement for any type of action related to securing the release of the Property.

**LIMITATION OF LIABILITY FOR PROPERTY LOSSES OR DAMAGES, EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES OF ANY NATURE, FOR ANY REASON CLAIMED BY THE OTHER PARTY, INCLUDING WITHOUT LIMITATION, THE BREACH OF THIS AGREEMENT, WHETHER THIS LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE PARTY HAS BEEN WARNED OF THE POSSIBILITY OF THESE DAMAGES. AUCTIONEER'S LIABILITY FOR DAMAGE TO PROPERTY IS LIMITED TO THE LESSER OF (I) THE ACTUAL COST TO REPAIR THE DAMAGE CAUSED BY THE NEGLIGENCE OF AUCTIONEER; OR (II) THE ORDERLY LIQUIDATION FAIR MARKET VALUE OF THE PROPERTY CAUSED BY THE NEGLIGENCE OF AUCTIONEER. IN NO EVENT WILL AUCTIONEER BE LIABLE FOR ANY DAMAGE TO PROPERTY DUE TO A WEATHER EVENT OR OTHER AN ACT OF GOD.**

**JURISDICTION.** Agreement shall be governed by the law of the auction location. The auction location shall be the location where the asset is sold from. Auctioneer may waive any provision of this Agreement that benefits the Auctioneer at any time, but no such waiver shall affect any other provisions, nor shall it amount to a permanent waiver of that particular provision. This Agreement may be executed in duplicate and in counterparts, but all counterpart signatures shall constitute one original. Facsimile signatures scanned or electronic signatures on this Agreement shall be as sufficient as original ink signatures.

RESOLUTION 26-  
Replacing Resolution 26-02

WHEREAS, the Jasper County Compensation Board meets annually to recommend a compensation schedule for elected officials for the fiscal year immediately following, in accordance with Iowa Code, Chapters 331.905 and 331.907.

WHEREAS, the Jasper County Compensation Board met on November 17, 2025, and made the following salary recommendations for the following elected officials for the Fiscal Year 26/27 beginning July 1, 2026. The Board approved a recommendation to the Supervisors of a \$5,000 raise for the Jasper County Auditor, Recorder, and Treasurer. \$7,630 raise for the Jasper County Sheriff and \$7,630 raise for the County Attorney. \$2,500 raise for the Jasper County Supervisors and \$2,500 stipend for the Chairman.

WHEREAS, the Supervisors have expressed their desire to approve an increase in their salaries.

THEREFORE, BE IT RESOLVED THAT the Jasper County Board of Supervisors approves the following salary adjustments for the following elected officials for the Fiscal Year 26/27 beginning July 1, 2026.

<u>Elected Official</u>	<u>Approved Salary</u>	<u>Approved Increase</u>
Attorney	\$157,853.00	3%
Auditor	\$ 100,631.00	3%
Recorder	\$ 98,677.00	1%
Sheriff	\$157,163.00	3%
Supervisors	\$47,000.00	0%
Supervisor Chairman	\$47,000.00	0%
Treasurer	\$ 100,631.00	3%

Approved this 7 day of April 2026.

JASPER COUNTY BOARD OF SUPERVISORS

ATTEST:

\_\_\_\_\_  
Thad Nearmyer, Chairperson

\_\_\_\_\_  
Jenna Jennings, Auditor

RESOLUTION 26-\_\_\_\_\_

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

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

<u>Department Head</u>	<u>Department</u>	<u>Approved Salary</u>
Ramon Maxey	Veteran Affairs	\$ 68,666.00
Keri Van Zante	Conservation	\$104,040.00
Becky Pryor	Public Health	\$111,486.00
Kelli Van Manen	Senior Nutrition	\$ 78,034.00
Dennis Simon	Human Resources	\$109,435.00
Adam Sparks	Maintenance	\$110,557.00
Ryan Eaton	Information Systems	\$134,046.00
Kevin Luetters	Community Development	\$104,485.00
Connie McQuiston	General Assistance	\$ 81,600.00

Approved this \_\_\_\_\_ day of April, 2026.

JASPER COUNTY BOARD OF SUPERVISORS

Attest:

\_\_\_\_\_  
Thad Nearmyer, Chairman

\_\_\_\_\_  
Jenna Jennings, Auditor

March 24, 2026

Tuesday, March 24, 2026, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Cupples and Nearmyer present and accounted for, Talsma was absent, Chairman Nearmyer presiding.

Sheran Fernando presented Globe Life/Liberty National to the Board. They reviewed all the different policies and the enhanced benefits package they offer. No action taken.

Motion by Cupples, seconded by Nearmyer to open a Public Hearing for the amendment of the current budget for FY2025-2026.

YEA: NEARMYER & CUPPLES

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

YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to adopt Resolution 26-12 approving the current budget FY2025-2026 amendment.

YEA: NEARMYER & CUPPLES

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 26-13 approving the 2025-2026 budget amendment appropriation.

YEA: NEARMYER & CUPPLES

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 a 28E Agreement between Jasper County, Iowa, the Office of Jasper County Sheriff and the Incorporated City of Lambs Grove, Iowa, concerning law enforcement services beginning July 1, 2026, with an automatic renewal and 3% increase in service fees unless a request is made for a change.

YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to approve a 28E Agreement between Jasper County, Iowa, the Office of Jasper County Sheriff and the Incorporated City of Lynnville, Iowa, concerning law enforcement services beginning July 1, 2026, with an automatic renewal and 3% increase in service fees unless a request is made for a change.

YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to approve a 28E Agreement between Jasper County, Iowa, the Office of Jasper County Sheriff and the Incorporated City of Valeria, Iowa, concerning law enforcement services beginning July 1, 2026, with an automatic renewal and 3% increase in service fees unless a request is made for a change.

YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to approve the Jasper County Sheriff's Office 28E Updated Agreement with the City of Kellogg, Iowa, for ALS Services beginning March 9, 2026.

YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to adopt Resolution 26-14 approving the 2026 Emergency Medical Service Fees.

YEA: NEARMYER & CUPPLES

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 purchase agreement with Van Wall for two (2) 333 P Level 4 compact track loaders with a trade-in of two (2) existing 333 G track loaders for the total amount of \$127,330.00.

YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to adopt Resolution 26-15 approving the vacation of right-of-way easement formerly used by S. 126<sup>th</sup> Ave. E. and associated South Skunk Bridge.

YEA: NEARMYER & CUPPLES

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 a liquor license for Loyal Order of Moose Lodge #923.

YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to approve claims paid through March 24, 2026.

YEA: NEARMYER & CUPPLES

Motion by Cupples, seconded by Nearmyer to approve the Board of Supervisors minutes from March 17, 2026.

YEA: NEARMYER & CUPPLES

There were no Board Appointments.

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

YEA: NEARMYER & CUPPLES

The Board discussed capital projects, training center, and ALS to wrap up the budget discussions. Mike Frietsch suggested the Board move forward with a bridge on T-38 over the railroad tracks and the potential cost of being \$15,000 to \$20,000 to apply for the grant. Mike also spoke with the Board about changing the boot/clothing allowance back to being the employee's discretion on where they are purchasing from. Adam Sparks discussed selling a couple vehicles and purchasing a new one yet this fiscal year. He will work on pricing and present them at a future Board meeting.

Supervisor Talsma joined the work session around 11:15 a.m.

Motion by Cupples, seconded by Talsma to adjourn the Tuesday, March 24, 2026, meeting of the Jasper County Board of Supervisors.

YEA: NEARMYER, TALSMA, CUPPLES

March 31, 2026

Tuesday, March 31, 2026, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Cupples, Talsma, and Nearmyer present and accounted for, Chairman Nearmyer presiding.

Motion by Talsma, seconded by Cupples to enter into closed session requested by Scott Nicholson in accordance with Iowa Code section 21.5(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in the litigation.

YEA: NEARMYER, TALSMA, CUPPLES

ROLL CALL YEA: NEARMYER, TALSMA, CUPPLES

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

YEA: NEARMYER, TALSMA, CUPPLE

Motion by Talsma, seconded by Cupples to authorize the Auditor and Board Chairman to send a follow-up letter regarding the subject addressed in closed session.

YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to adjourn from the regular meeting and enter into the budget hearing workshop.

YEA: NEARMYER, TALSMA, CUPPLES

The Board reviewed the budget and continued to discuss the Law Enforcement Training Center.

Motion by Talsma, seconded by Cupples to adjourn the Tuesday, March 31, 2026, meeting of the Jasper County Board of Supervisors.

YEA: NEARMYER, TALSMA, CUPPLES

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Jenna Jennings, Auditor

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Thad Nearmyer, Chairman