



BOARD OF SUPERVISORS

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

Thad Nearmyer

Doug Cupples

Brandon Talsma

October 6, 2026

9:30 a.m.

www.jasperia.org

Live Stream: <https://vimeo.com/event/6226357?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 Recommendation for a Medical Examiner Investigator Appointment by Jasper County Medical Examiner, Dr. Patrick Edwards

Item 2 Public Hearing for an Ordinance providing that general property taxes levied and collected each year on all taxable property located within the Co-Line Phase 2 Urban Renewal Area, in Jasper County, State of Iowa, by and for the benefit of the State of Iowa, Jasper County, Lynnville-Sully Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issues or to be issued, incurred by the county in connection with the Co-Line Phase 2 Urban Renewal Area (The Co-Line Phase 2 Urban Renewal Plan), which Urban Renewal Area includes the taxable lots and parcels located within the area legally described as follows:

Parcels: 20.33.300.001 & 20.33.300.005 –

The West Half of the Southwest Quarter of Section 33, Township 78 North, Range 17 West of the 5th P.M., Jasper County, Iowa, Except Parcel A of the Southwest Quarter of the Southwest Quarter of Section 33, Township 78 North, Range 17 West of the 5th P.M., as appears in plat recorded at Instrument 2021-03129 in the Office of the Recorder of said County.

Parcel 20.33.300.004 –

The Southeast Quarter of the Southwest Quarter Section 33, Township 78 North, Range 17 West of the 5th P.M., Jasper County, Iowa.

Parcel 20.33.400.011 –

Parcel D in the Southwest Quarter of the Southeast Quarter of Section 33, Township 78 North, Range 17 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded at Instrument 2026-01523 in the office of the Recorder of said County.

Parcel 20.33.400.012 –

Parcel C in the Southwest Quarter of the Southeast Quarter of Section 33, Township 78 North, Range 17 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded at Instrument 2026-01523 in the office of the Recorder of said County.

Item 3 Emergency Management – Jamey Robinson

- a) Appoint and Approval of the EMS Advisory Committee
 - a. 1 – Jasper County BOS Member
 - b. 1 – Jasper County Auditor/Designee
 - c. 1 – Newton Fire Chief/Designee
 - d. 3 – Volunteer EMS Departments: Colfax/Monroe/Sully
 - e. 3 – At-Large Members, Specifically
 - i. Physician
 - ii. Ag Related
 - iii. Jasper County Business
 - f. Jasper County EMA: Deputy EMA Director
 - g. Jasper County EMA: EMA Director (Non-Voting Member)

Continue to Page 2



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

Page 2

Item 4 Buildings and Grounds – Adam Sparks

- a) Approval of Contract with BBS for Jail Basement Remodel

Item 5 Sheriff – Brad Shutts

- a) Approval of the Corrected Victus Food Services Agreement
- b) Approval of the Corrected Victus Commissary Software, Hardware and Fulfillment Agreement

Item 6 Approval of Sheriff's Quarterly Report from July 1, 2026, to September 30, 2026

Item 7 Engineer – Mike Frietsch

- a) Set Public Hearing Dates for the Removal and Closure of the bridge carrying N 75th Ave W over Clear Creek known as Bridge E24 or NBIS 199731
(Recommended Dates & Times: October 27th, November 3rd, and November 10, 2026, at 9:30 am in the Board of Supervisors Room 203)
- b) Approval of a Quote from Ziegler for Motor Grader Blade Cutting Edges at a Price of \$125.21 each with the Total Price for 280 Cutting Edges at \$35,076.09
- c) Approval of a Resolution Vacating a Portion of Jasper County Public Roadway in Ira, Iowa, Along and East of Parcel Identification Number (PIN) #02.32.381.001 as Owned by United Church of Ira, Iowa, Disciples of Christ-United Methodist and Conveying a Portion of the Former Right-of-Way to said parcel
- d) Approval of a Resolution Vacating a Portion of Jasper County Public Roadway in Ira, Iowa, Along and East of Parcel Identification Number (PIN) #02.32.381.002 as Owned by Tylor Kane and Conveying a Portion of the Former Right-of-Way to said parcel
- e) Approval of a Resolution Vacating a Portion of Jasper County Public Roadway in Ira, Iowa, Along and West of Parcel Identification Number (PIN) #02.32.381.007 as Owned by Bonnie Purk and Conveying a Portion of the Former Right-of-Way to said parcel
- f) Approval of a Resolution Vacating a Portion of Jasper County Public Roadway in Ira, Iowa, Along and West of Parcel Identification Number (PIN) #02.32.381.006 as Owned by Lorie Yoakum and Kelly Yoakum and Conveying a Portion of the Former Right-of-Way to said parcel
- g) Approval of an Agreement with Purple Wave to Sell by Auction a 2011 Ford Expedition and Various Surplus Steel Beams from the Jasper County Highway Department

Item 8 Approval of Claims paid on October 6, 2026

Item 9 Approval of Board of Supervisors Minutes for September 22, 2026

Item 10 Board Appointments

PUBLIC INPUT & COMMENTS

Item 11 Employee Evaluation:

Mike Frietsch, Jasper County Engineer

Possible Closed Session pursuant to Iowa Code Section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a close session and **Iowa Code Section 21.5 (1)(a)** to review or discuss records which are required or authorized by state or federal law to be kept confidential or to be kept confidential as a condition for that governmental body's possession or continued receipt of federal funds.

After the Regular Meeting

Work Session: Large Nuisance Projects

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL TAXABLE PROPERTY LOCATED WITHIN THE CO-LINE PHASE 2 URBAN RENEWAL AREA, IN JASPER COUNTY, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, JASPER COUNTY, LYNNVILLE-SULLY COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE COUNTY IN CONNECTION WITH THE CO-LINE PHASE 2 URBAN RENEWAL AREA (**THE CO-LINE PHASE 2 URBAN RENEWAL PLAN**)

WHEREAS, the Board of Supervisors of Jasper County, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. _____ passed and approved on the 22nd day of September, 2026, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Co-Line Phase 2 Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the taxable lots and parcels located within the area legally described as follows:

Parcels: 20.33.300.001 & 20.33.300.005- The West Half of the Southwest Quarter of Section 33, Township 78 North, Range 17 West of the 5th P.M., Jasper County, Iowa, Except Parcel A of the Southwest Quarter of the Southwest Quarter of Section 33, Township 78 North, Range 17 West of the 5th P.M., as appears in plat recorded at Instrument 2021-03129 in the Office of the Recorder of said County.

Parcel 20.33.300.004- The Southeast Quarter of the Southwest Quarter Section 33, Township 78 North, Range 17 West of the 5th P.M., Jasper County, Iowa.

Parcel 20.33.400.011- Parcel D in the Southwest Quarter of the Southeast Quarter of Section 33, Township 78 North, Range 17 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded at Instrument 2026-01523 in the office of the Recorder of said County.

Parcel 20.33.400.012- Parcel C in the Southwest Quarter of the Southeast Quarter of Section 33, Township 78 North, Range 17 West of the 5th P.M., Jasper County, Iowa, as appears in plat recorded at Instrument 2026-01523 in the office of the Recorder of said County.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by Jasper County, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the Board of Supervisors of Jasper County, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19, Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, Jasper County, Lynnville-Sully Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which Jasper County, State of Iowa, certifies to the Auditor of Jasper County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of Jasper County, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12, Code of Iowa, as amended, incurred by Jasper County, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; (iv) taxes for emergency medical services imposed pursuant to chapter 357F, 357G, or 422D; and (v) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of Jasper County, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter

received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19, Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2026.

Chairperson, Board of Supervisors

ATTEST:

County Auditor

Read First Time: _____, 2026

Read Second Time: _____, 2026

Read Third Time: _____, 2026

PASSED AND APPROVED: _____, 2026.

I, _____, County Auditor of Jasper County, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the Board of Supervisors of the County at a meeting held _____, 2026, signed by the Chairperson on _____, 2026, and published in the Newton Daily News, the Jasper County Tribune, and the Hometown Press on _____, 2026.

County Auditor, Jasper County, State of Iowa

(SEAL)

4906-6707-8341-1\10747-071

AIA® Document B221™ – 2018

Service Order for use with *Master Agreement Between Owner and Architect*

SERVICE ORDER number 08 made as of the Thirtieth day of September in the year Two-Thousand and Twenty-Six
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Jasper County
101 1st Street North
Newton, Iowa 50208

and the Architect:
(Name, legal status, address, and other information)

Brooks Borg Skiles Architecture Engineering LLP
219 Eighth Street Suite 100
Des Moines, Iowa 50309
515.244.7167

for the following **PROJECT**:
(Name, location, and detailed description)

Jasper Co Jail Renovations-Sheriff's Office Suite
2300 Law Center Drive
Newton, Iowa 50208
Renovate a portion of basement level for Sheriff's Offices.

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the Fifth day of March in the year Two-Thousand and Twenty
(In words, indicate day, month, and year.)

form a Service Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B221™-2018, Standard Form of Master Agreement Between Owner and Architect

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	SERVICES UNDER THIS SERVICE ORDER
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	COMPENSATION
5	INSURANCE
6	PARTY REPRESENTATIVES
7	ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

Per BBS proposal letter dated September 15, 2026 and attached as Exhibit A.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

Per BBS proposal letter dated September 15, 2026 and attached as Exhibit A.

§ 2.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

N/A

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

TBD

- .2 Substantial Completion date:

TBD

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Stipulated Sum: \$44,400

- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.

- .3 Other
(Describe the method of compensation)

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.
(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage

Limits

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address, and other information.)

Adam Sparks
101 1st Street North
Newton, Iowa 50208
641-792-2196
asparks@jasperia.org

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

Matt Cole
219 Eighth Street Suite 100
Des Moines, Iowa 50309
515.244.7167
mcole@bbsae.com

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

- .1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;
- .2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit A: BBS proposal letter dated September 15, 2026.

- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of this Service Order.)

This Service Order entered into as of the day and year first written above.

OWNER (Signature)

BY: Thad Nearmyer, County Supervisor-Chair

(Printed name and title)

ARCHITECT (Signature)

BY: Matthew A. Cole, AIA | Partner

(Printed name, title, and license number if required)

Additions and Deletions Report for **AIA® Document B221™ – 2018**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:11:58 CDT on 09/30/2026.

PAGE 1:

SERVICE ORDER number 08 made as of the Thirtieth day of September in the year Two-Thousand and Twenty-Six

Jasper County

101 1st Street North
Newton, Iowa 50208

Brooks Borg Skiles Architecture Engineering LLP

219 Eighth Street Suite 100
Des Moines, Iowa 50309

515.244.7167

Jasper Co Jail Renovations-Sheriff's Office Suite

2300 Law Center Drive
Newton, Iowa 50208

Renovate a portion of basement level for Sheriff's Offices.

This Service Order, together with the Master Agreement between Owner and Architect dated the Fifth day of March in the year Two-Thousand and Twenty

PAGE 2:

Per BBS proposal letter dated September 15, 2026 and attached as Exhibit A.

Per BBS proposal letter dated September 15, 2026 and attached as Exhibit A.

N/A

TBD

PAGE 3:

TBD

Stipulated Sum: \$44,400

Adam Sparks

PAGE 4:

101 1st Street North
Newton, Iowa 50208

641-792-2196

asparks@jasperia.org

Matt Cole

219 Eighth Street Suite 100
Des Moines, Iowa 50309

515.244.7167

mcole@bbsae.com

Exhibit A: BBS proposal letter dated September 15, 2026.

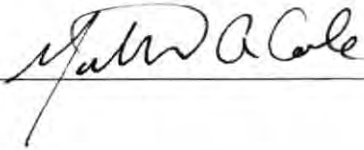
BY: Thad Nearmyer, County Supervisor-Chair

BY: Matthew A. Cole, AIA | Partner

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Matthew A. Cole, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:11:58 CDT on 09/30/2026 under Order No. 20240078392 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B221™ - 2018, Service Order for use with Master Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Matthew A. Cole, AIA | Partner

(Title)

09/30/2026

(Dated)



ARCHITECTS
ENGINEERS

EXHIBIT A

September 15, 2026

Adam Sparks, Maintenance Supervisor
Jasper County
Jasper County Courthouse
101 1st Street N
Newton, IA 50208

Re: Jasper County Law Enforcement Center – Sheriff's Office Suite + Site Work
BBS Project #: 26019

Mr. Adam Sparks

BBS Architects Engineers is pleased to provide this proposal to Jasper County for the design services regarding the new Sheriff's Department Office Suite in the lower level of the Jasper County Law Enforcement Center, located at 2300 Law Center Drive in Newton, IA.

Project Description

Based upon discussions during our site visit to the Law Enforcement Center on June 20, 2025 we understand this project to include the addition of (3) Offices, a large conference room with kitchenette, an open office workspace, and adjacent evidence storage room. In addition to these office spaces, the project will add (2) new private restrooms with showers to support the fitness center and office suite. All of these spaces will be located in the NW corner of the lower level. The overhead vehicular garage door at the west wall of the lower level will also be increased in width to accommodate the county ambulance vehicle. Exterior site drainage and paving outside of the overhead door will include the installation of a new trench drain and minor modification of existing paving to provide positive drainage from the overhead door to the new drain.

Scope of Work

Our design services include project administration and architectural, mechanical, electrical, structural and civil design from schematic design through contract document development, bidding and construction administration. It is BBS's understanding this project will be publicly bid.

Fee Proposal

For the scope listed above, we propose a stipulated sum of **\$44,400**. Additional services beyond this scope of work may be negotiated in the future as required.

We include the following:

Design & Construction Documentation	\$23,200
Bidding Assistance	\$3,200
Construction Administration	\$10,000
Civil Engineering	\$5,500
Structural Engineering	\$2,500
Total Fee	\$44,400

200 Capital Street
Suite 100
Des Moines, IA 50300
515.264.7115

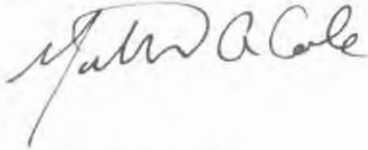
www.bbsae.com



If you are in agreement, we will prepare a Service Order for this scope of work based upon our Master Services Agreement and forward for signature. We are happy to discuss any questions you may have. This work can begin immediately following a signed agreement. Thanks for the opportunity to continue partnering with Jasper County.

Sincerely,

BBS Architects | Engineers

A handwritten signature in dark ink, appearing to read "Matthew A. Cole". The signature is fluid and cursive, with the first name "Matthew" being more prominent than the last name "Cole".

Matthew A. Cole, AIA
Partner



Victus Food Service
Food Service Agreement (the "Agreement")

Patel Services, LLC, a Kentucky limited liability company doing business as Victus Food Service ("Vendor"), with its principal place of business located at 100 Aqua Drive, Cold Spring, KY 41076 and with a mailing address of P.O. Box 76573 Highland Heights, KY 41076, and Jasper County Sheriff's Office, a governmental agency, with a mailing address of 2300 Law Center Drive Newton, IA 50208 ("Customer") agree on as follows:

WHEREAS, Customer operates a detention facility located at 2300 Law Center Drive Newton, IA 50208, hereinafter referred to as the "Facility";

WHEREAS, Vendor is a food service provider and desires to provide such service for Customer at the Facility;

WHEREAS, Customer desires Vendor to provide such service;

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES

Pursuant to and under the terms of this Agreement, Vendor will be the exclusive provider of food service (commissary and vending machine operations are not part of nor covered by this Agreement) for the Facility and will provide consulting services as to administrative, dietetic, purchasing, and equipment; meal service; and personnel to prepare meals. Vendor will comply with and provide services required herein in accordance with applicable federal, state, and local statutes, ordinances, and regulations; the American Correctional Association Standards; the Food and Nutritional Board of the National Academy Science requirements as prescribed for residents. Vendor will be an independent contractor of Customer and Vendor will retain control over its employees and agents. The employees of Vendor are not, and will not, be deemed to be employees of Customer, and employees of Customer are not, and will not, be deemed to be employees of Vendor.

Food service required outside the scope of this Agreement will be provided by Vendor upon written authorization by Customer and at mutually agreed upon prices for such services.

2. OPERATIONAL RESPONSIBILITIES

- a) **PREPARATION.** Customer will notify Vendor of the actual number of meals to be ordered each day as of midnight count. When such notice is not given, Vendor will prepare the same number of meals as prepared for the previous day.

Vendor shall ensure the preparation of meals and Facility personnel shall receive them at the Facility kitchen and transport to appropriate areas, returning the trays and support equipment to the kitchen at least two (2) hours before the next meal. The meals to be prepared by Vendor shall be prepared from the approved menus set forth on Exhibit A, which is incorporated herein by reference, unless both the Customer and the Vendor mutually agree otherwise in writing.

- b) **SPACE AND EQUIPMENT.** Customer will, at its expense, provide Vendor with kitchen space at the Facility, said space to be completely equipped and ready to operate, together with such heat, air conditioning, refrigeration, lights, ventilation, dry storage, and other utility services, including but not limited to, electric, natural gas, water, sewage, sanitation, and local and long distance business telephone services as may be reasonably required for performance of the requirements of this Agreement.

VICTOS

FOOD SERVICE

- Customer will, at its expense, provide and maintain kitchen appliances and equipment; and preparation, storage, serving and holding equipment and utensils. Customer will, at its expense, be responsible for the repair and/or replacement of all kitchen appliances and equipment except when such repair and/or replacement is necessitated by the gross negligence of Vendor. Customer will, at its expense, provide cooking small wares and utensils, trays and eating utensils including replacements as needed.
- c) **SANITATION.** Vendor will, at its expense, be responsible for daily cleaning and housekeeping in the food preparation, service, receiving and storage areas. Customer agrees that Customer personnel may be utilized by Vendor as needed to assist Vendor in sanitation duties. Customer will, at its expense, be responsible for extermination services and the removal of trash and garbage from the designated food service area.
 - d) **MAINTENANCE.** Customer will, at its expense, provide general maintenance services to include, but not limited to, gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces; and shall provide preventive maintenance and equipment repairs and replacements for Customer owned equipment.
 - e) **CONTINGENCY PLAN.** Vendor will, after consultation with Customer, submit within sixty (60) days of commencement of services herein, a contingency plan to provide meal service in the event the area or services of the Facility cannot be used. It shall be Customer's obligation to provide, at its expense, a contingent space in the event the area or services at the Facility cannot be used. Customer will use its best efforts to assist Vendor by permitting reasonable variations in the menu cycle and method of service, as conditions may require. Additional reasonable costs, if any and if appropriately documented, incurred providing service during this time shall be reimbursed by Customer.
 - f) **FOOD PRODUCTS AND CLEANING SUPPLIES.** Vendor will purchase and pay for all food products, kitchen cleaning supplies, and consumable supply inventory, with these products remaining the property of Vendor.
 - g) **RETURN OF EQUIPMENT/INSURANCE OF EQUIPMENT.** Vendor will return to Customer at the expiration of this Agreement the food service premises and all equipment furnished by Customer in the condition in which it was received, except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or other disaster (including any and all acts of God), and except to the extent that said equipment may have been stolen by persons other than employees of Vendor without negligence on the part of Vendor or its employees. Customer shall have the sole and exclusive responsibility, at its expense, to obtain and maintain insurance coverage for and on the premises and all equipment furnished by Customer.
 - h) **LICENSE, FEES, PERMITS, AND TAXES.** Vendor will secure and pay all federal state and local licenses, permits and fees which may pertain to the provision of services required pursuant to this Agreement. In the event a sales or similar tax is assessed to Vendor under the terms of this Agreement, Customer will reimburse Vendor for such tax. Customer represents and warrants to Vendor that Customer is a Tax-Exempt government entity and any tax would only apply if Customer lost its tax exemption status.
 - i) Customer assumes full responsibility for any loss, contamination, or damage to the product after delivery, including but not limited to damage caused by pests, rodents, insects, mold, mildew, or other environmental factors.



3. PERSONNEL

- a) **STAFFING.** Vendor will provide personnel to perform the services set out herein; provide a written job description to each employee which clearly delineates the duties of the job; and monitor its staff to verify performance compliance with the requirements of this Agreement. Vendor will permit only employees who have a clear background and drug screen to perform service at the Facility unless this is waived by Customer in writing for a specific individual. Customer shall run all potential employees of Vendor for criminal histories and background checks to their satisfaction prior to that person being hired to work in the Facility.
- b) **ORIENTATION.** Vendor and Customer will jointly provide orientation and training to any Vendor employee providing services at the Facility, prior to the employee performing with such orientation and training addressing at a minimum applicable Customer policies and procedures and security issues.
- c) **HEALTH EXAMS.** Vendor shall cause its employees assigned to work at the Facility to submit to periodic health exams at least as frequently and stringently as required by applicable state statutes and will submit to Customer in the form of a valid food handler's certificate.
- d) **FACILITY ADMITTANCE.** Customer reserves the right, in its sole discretion, to deny admittance to the Facility to any Vendor employee after first providing Vendor with the basis for such denial. The Customer need only give reasonable advance notice to the supervisor for Vendor on duty at the Facility at the time necessary to deny admittance of a Vendor employee. In this event, Vendor shall, as promptly as is reasonably possible, provide alternate personnel to supply services required herein.
- e) **EMPLOYMENT OF STAFF.** Customer and Vendor agree that, without specific permission of the other party, neither party will hire a supervisory employee of the other for the period of this Agreement and for twelve (12) months thereafter unless this is waived by Vendor and Customer in writing for a specific individual.
- f) **SECURITY.** Customer will provide reasonable and adequate physical security at all times for Vendor employees, suppliers, management and other authorized visitors. It is understood by and between the parties hereto that it is impossible for the Customer staff to guarantee the safety and security of any Vendor employee but, the Customer shall take those steps as are reasonably prudent to provide security necessary for Vendor employees.

4. PAYMENT

- a) **UNIT PRICE.** Customer shall pay Vendor the amounts set forth on Exhibit B, the terms and conditions of which are incorporated herein by reference. The fiscal arrangements in this Agreement are based on conditions existing on the date Vendor commences operations, including the Facility's resident population, the availability of resident labor, food and supply costs, Federal State and local sales and other taxes and other operation costs. In the event of a significant change in these conditions, either party may request a revision of the fiscal arrangements to reflect the change.

Any price increase offered at renewal time cannot exceed the Food Away From Home Index provided by the government on a monthly basis. Vendor must notify Customer of any intention of price change no less than thirty (30) days prior to the expiration of the yearly term of this Agreement.



- b) **PAYMENT/INVOICES.** Vendor shall submit to Customer the following month for the preceding month an invoice for meals ordered or served, whichever is greater. Payment by Customer will be made within thirty (30) days after receipt of an invoice. Such payment shall be sent to:

Patel Services, LLC
P.O. Box 76573
Highland Heights, KY 41076

The invoices will reflect the preceding month's food services as follows:

1. Actual number of resident meals;
2. Any Officer, staff and visitor meals provided; and
3. Any additional food or beverage services as required.

Changes to payment schedule may be made with mutual written agreement between Vendor and Customer.

5. EQUAL EMPLOYMENT OPPORTUNITY

Vendor and Customer mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age between 18 and 70, marital status, or other criteria made illegal by state or federal law or county policy. In addition, Vendor agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed.

6. INDEMNIFICATION

Vendor agrees to indemnify and hold harmless Customer, its officers, employees, agents and servants for any and all claims for accidents or occurrences involving death, bodily injury and damage to tangible property directly caused by Vendor's breach of its obligations under this Agreement and to pay all claims, direct (but not special or incidental) damages, judgments, legal costs, adjuster fees and reasonable attorney fees in relation thereto. However, it is expressly understood that Vendor shall not be responsible for damages caused by residents of the Facility and/or by the employees, agents, officers or contractors of Customer. Employees, agents, officers, contractors and residents of Customer are not agents or employees of Vendor and as such, no liability is to be incurred by Vendor as a result of the actions or inactions of such parties. Customer agrees to indemnify and hold Vendor harmless from any liability claim by or through such parties against Vendor.

7. RECORDS

Vendor agrees to retain all records and other documents related to its provision of services required pursuant to this Agreement and/or in compliance with applicable state statutes. All such records shall be made available in a prompt of manner as is reasonable to the Customer's administrative staff as requested in writing by them. If requested in writing by Customer within three (3) months after the termination of this Agreement, Vendor shall turn all documents over to the Customer for retention or disposal at the discretion of the Customer.

8. TERM OF AGREEMENT

This term of this Agreement shall be three (3) years commencing on the ____ day of _____, _____. Unless written notice is delivered to either party at least thirty (30) days prior to the expiration of the initial term or any renewal term of this Agreement, this Agreement shall automatically renew for one (1) year upon the same terms and conditions as set forth herein.



9. EXCUSED PERFORMANCE

No party to this Agreement shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments hereunder), when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within thirty (30) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon thirty (30) days' written notice without liability to the Impacted Party; provided that payment for services rendered by Vendor prior to the date of termination shall be remitted in accordance with the terms and conditions of this Agreement.

10. TERMINATION

- a) CAUSE. If either party shall refuse, fail or be unable to perform or observe any of the terms and conditions of this Agreement (except as is set forth in Section 9 above), the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from the date such notice is received, such breach has not been corrected to the reasonable satisfaction of the party claiming breach, then the party claiming breach shall have the right to terminate this Agreement for cause.
- b) Upon the termination or expiration of this Agreement, Vendor shall, as soon thereafter as is reasonably feasible, vacate the Facility and remove its property from the Facility.

11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12. GOVERNING LAW

This Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all matters arising out of or relating to this Agreement, are governed by and construed in accordance with, the laws of the State of Iowa, United States of America, without regard to the conflict of laws provisions thereof.

13. NO THIRD PARTY BENEFICIARIES

This Agreement benefits solely the parties to this Agreement and their respective permitted successors and permitted assigns, and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.



14. SEVERABILITY

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction, is invalid, illegal or unenforceable, the remainder of this Agreement is unenforceable. Upon a determination that any term or provision is invalid, illegal or unenforceable, the parties to this Agreement shall negotiate in good faith to modify this Agreement to affect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15. CHOICE OF FORUM

Each party irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the U.S. District Court for the Southern District of Iowa or, if such court does not have subject-matter jurisdiction, the courts of the State of Iowa, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in U.S. District Court for the Southern District of Iowa or, if such court does not have subject-matter jurisdiction, the courts of the State of Iowa. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

16. EXTENT OF AGREEMENT

This Agreement, including the exhibits attached hereto, represents the entire Agreement between Customer and Vendor and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of Customer and Vendor.

Signature page follows.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representative the day and year first above written.

VENDOR:

Patel Services, LLC DBA Victus Food Service

By: _____

Printed Name: _____

Title: _____

Date: _____

Jasper County Sheriff's Office:

By: _____

Printed Name: _____

Title: _____

Date: _____

Board of Supervisors Chairperson:

By: _____

Printed Name: _____

Title: _____

Date: _____

Auditor:

By: _____

Printed Name: _____

Title: _____

Date: _____



Exhibit A: Menus



Exhibit B: Jasper County Sheriff's Office

Inmate Population Sliding Price Scale

FROM		TO		PRICE
30	-	34	\$	7.783
35	-	39	\$	6.804
40	-	44	\$	6.069
45		49	\$	5.498
50	-	54	\$	5.041
55	-	59	\$	4.667
60	-	64	\$	4.356
65	-	69	\$	4.092
70	-	74	\$	3.890
75	-	79	\$	3.707
80	-	84	\$	3.531
85	-	89	\$	3.376
90	-	94	\$	3.239
95	-	99	\$	3.116
100	-	104	\$	3.005
105	-	109	\$	2.905
110	-	114	\$	2.815
115	-	119	\$	2.732
120	-	And Over	\$	2.656
Kosher			\$	7.000



**Victus Commissary
Commissary Software, Hardware, and Fulfillment Agreement**

Patel Services, LLC, a Kentucky limited liability company doing business as Victus Commissary (Vendor), with its principal place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 and the Jasper County Sheriff's Office (hereafter "Customer") with its principal place of business at 2300 Law Center Drive Newton, IA 50208 agree as follows:

Exclusive Agreement

Customer agrees to exclusively permit Vendor to the right to sell commissary or food products and any other items which are charged to the inmates' account balance including, but not limited to debit phone products within all pre-existing and future jail and/or detention facilities controlled by the Customer. Customer also agrees to exclusively permit Vendor to provide commissary and trust accounting software, a lobby kiosk, booking kiosk, in-pod kiosks, and care packs for ordering within all pre-existing and future jail, detention or resident facilities. Vendor to install the products and services described herein (hereinafter referred to as the "Offering")

Vendor and Customer agree that no other type of commissary communication device will be installed in the jail or any facility controlled by the Customer.

Agreement Term:

This Agreement will remain in force and effective for thirty-six (36) months from the Commencement Date. Unless written notice is delivered to either party at least ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement, this Agreement shall automatically renew for twelve (12) months upon the same terms and conditions as set forth herein.

Commission

Commission paid is twelve (12%) percent of net sale from the products ordered and non-returned for the term of this agreement, including fulfillment service, web sale ordering, and care packs. Net sale is defined as total sales minus sales tax, stamps and other items sold to inmates at cost (i.e. indigent items).

Customer will pay invoices within thirty (30) days of receipt. Vendor will be responsible for the collection and remittance of all applicable sales tax. In the event that any invoice remains unpaid for greater than sixty (60) days beyond the thirty (30) day payment term, Vendor or its affiliated entities may, in their sole discretion, withhold payment of any commissions or other payments due to Customer under this or any other agreement between Customer and Vendor or any of its affiliates, including agreements for inmate communications or related services, until all past due invoices have been paid in full. Customer explicitly agrees that the withholding of commissions or other payments due to outstanding balances does not constitute a breach by Vendor or its affiliates of this or any related agreement. Nothing in this Agreement shall otherwise permit either party to withhold or refuse payment of any money due for services provided in full compliance with the terms of this Agreement.

Equipment

At no cost to Customer, Vendor will own and maintain the following: one (1) booking kiosk for inmate deposits, one (1) lobby kiosk for commissary deposits, and one (1) server. Additional equipment may be added with mutual agreement between Vendor and Customer.

Product Ordering, Returns and Refunds

Customer agrees to order all commissary products from Vendor unless other circumstances or arrangements are agreed upon in writing. An example of "other circumstance" - Vendor does not carry a specific product or products the facility sells and Vendor does not desire or is unable to add the product to their current inventory.



Online care pack ordering service is required for the duration of this agreement.

Customer agrees that after two (2) weeks from receiving orders, products are non-refundable and non-returnable. Customer agrees that once a product or products is delivered to an inmate, that product or products cannot be returned to Vendor and are non-returnable and non-refundable. All sales are final once receipt is signed.

Vendor Responsibilities

1. Vendor will keep inventory adequately serviced and supplied with the appropriate merchandise in good quality. Vendor warrants that initial price list is subject to price adjustments due to market factors and distributor price increases beyond the control of Vendor during the term of this agreement. Vendor reserves the right to adjust commissary pricing at any time in response to receiving price increases from a distributor. Any such price adjustments will be limited to the products that were increased by the distributor.
2. For the sales of food products, non-alcoholic beverages, tobacco products, and other such articles, Vendor will keep inventory adequately serviced and supplied, with the appropriate merchandise in good quality. Vendor warrants that initial price list is subject to price adjustments due to market factors and distributor price increases beyond the control of Vendor during the term of this agreement. Vendor reserves the right to adjust commissary pricing at any time in response to receiving price increases from a distributor. Any such price adjustments will be limited to the products that were increased by the distributor.
3. Vendor agrees to comply with all applicable Federal, State and Local laws and regulations pertaining to wages and hours of employment.
4. Vendor will collect and pay all state and federal sales and use taxes.
5. If the Vendor is notified of a sales tax increase, Vendor will comply by adjusting the tax rate accordingly.
6. All records will be kept on file by Vendor for a period of three (3) years, from the date which record is made. Upon reasonable price, Vendor will give Customer, or Customer's authorized representative, the privilege of inspecting, examining, and auditing during normal business hours, and with a five (5) day advance notice, such of Vendor records directly relevant to Customer's purchases. The cost of such inspection, examination, or audit shall be the sole expense of Customer. Such inspections shall take place at the Vendor location where said records are normally maintained.
7. Fulfillment orders will be delivered to the customer site by common carrier or by Vendor's employees.
8. Vendor will provide phone support for Vendor's software during normal business hours. Vendor will provide adequate and extensive training of equipment and software.

Customer Responsibilities

9. Customer will assume full liability for payment of all sales from the Inmate commissary program. Customer shall allow no liens to be placed against the operator's property resulting from Customer's failure to perform all of its obligations.
10. It shall be the sole responsibility of Customer to ensure that Customer's employees follow and adhere to the accounting system provided by Vendor, and operating procedures presented during initial training provided by Vendor. This includes, but is not limited to, balancing cash drawers, daily trust funds balancing, weekly trust fund balancing, and monthly check book and bank reconciliation.
11. Customer shall be solely responsible for the management and operation of the inmate banking software program and inmate commissary program at Customer's facility.



12. It shall be the sole responsibility of the Customer to train replacement or relief personnel in processing commissary, and/or in maintaining the accounting system, provided by Vendor. Under no circumstance will Vendor be responsible for the Integrity of the account balances maintained by Customer.
13. Customer or Customer's staff will adhere to a mutually agreed time frame for commissary order and delivery procedures.
14. Customer shall promptly, and in a timely manner, notify Vendor of any changes in Customer's Hardware, Software or Operating Procedures that in any way affect Vendor hardware, software or Vendor performance under this agreement.
15. Customer will accurately account for and deliver commissary orders shipped by Vendor, notifying Vendor immediately of any discrepancy.
16. With any interface, Customer will ensure that Customer's Hardware or Software is in no way a result in the disruption of Vendor's Hardware or Software operating systems, files, and file structure.
17. If a server is being installed, Customer must supply space in a server room with network connectivity and a power outlet for the server. It is recommended that the power provided is backed up by a facility generator to ensure continuity of the software and services.

Indemnification and Insurance

The parties shall indemnify each other against any loss, damage, injury or death, caused by the negligent acts or omissions by their agents or employees for losses, damages, injuries or death caused by their negligence and arising out of the consumption or use of the products sold or services provided. However, nothing contained herein shall require the parties to defend or indemnify each other for losses, damages, injuries or death arising out of the negligence of their respective agents or employees.

The party's obligation to hold each other harmless, pursuant to the Agreement, shall be dependent upon promptly notifying each other in writing of any such claims or lawsuits against either Vendor or Customer, in no event later than thirty (30) days after the date of first receiving notice of such claim or lawsuit. Failure of either party receiving such notification, to notify the other party of any such claim or lawsuit within said thirty (30) day period, shall relieve that party of any and all responsibility and liability under the Agreement to indemnify and hold harmless.

Customer agrees that all recordings required to be obtained and stored as part of providing services under this Agreement are property of the Customer. Customer further agrees that Vendor will have no liability for the content of recordings stored on behalf of the Customer.

Employees

Parties to this Agreement recognize that employees of Customer are not employees of Vendor and employees of Vendor are not employees of Customer.

During the term of this Agreement, and for a period of three (3) months from the termination of this agreement, including any renewal or extension of this agreement the parties agree not to hire, and not to offer to hire, any employee or former employee of the other party, without the express written consent of that party.

Termination

Failure of any third-party delivery service to deliver a Vendor shipment in a timely and satisfactory manner may not be a cause for termination of this agreement. Customer must notify Vendor of any delivery issues related to third party delivery service providers. Vendor will have thirty (30) days to resolve delivery issues. If Vendor cannot resolve delivery issues, Customer reserves the right to terminate the contract for cause.



Either party may terminate this Agreement in the event that the other party materially fails to perform its obligations under this Agreement and said material failure shall continue for a period of thirty (30) days after written notice to the defaulting party of said failure is given.

In the event any governmental tariff or regulation prevents Vendor from providing services or such tariffs or regulations make continuation of this agreement impractical for economic reasons or otherwise, then Vendor at its sole discretion may terminate this Agreement without liability.

In the event of a termination of this Agreement for any reason, the Customer agrees to allow Vendor access to the facility in order to remove all equipment associated with this Agreement. Vendor agrees to remove the equipment within thirty (30) days after termination of this Agreement.

This service is based on an ADP of 75. If the Customer's ADP drops by 15% or more for three or more consecutive months, Vendor reserves the right to renegotiate.

Vendor Title to Software and Hardware

All software installed by Vendor to the Agreement is proprietary, copyrighted and a patent application on file with regard to, not only the software, but also the operating technology involved in Vendor services. This software technology shall at all times remain the property of Vendor, with title and all rights vested in Vendor. Customer shall have no property interest in said software and technology and shall at all times protect such software and technology from copying, removal, tampering with, or disclosure to other persons or companies, without the express, written consent of Vendor. All hardware installed by Vendor shall remain the property of Vendor, unless purchased by Customer.

Excused Performance

In case performance of any terms or provisions hereof (other than payment of the monies) shall be delayed or prevented because of compliance with any law, degree, or order of any governmental agency or authority, either local, State, or Federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God, or any other person whatsoever is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the periods of such suspension of performance of duties hereunder.

Assignment

Neither Vendor nor Customer may assign or transfer this Agreement, or any part thereof, without the express written consent of the other party.

Entire Agreement Waiver

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Commissary Services and there are no other or further written, or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized officers of Vendor and Customer. This Agreement supersedes all other agreements between the parties for the provision of services outlined herein.



Notices

All notices to Customer shall be addressed:

Jasper County Sheriff's Office

All notices to Vendor shall be addressed:

Victus Commissary

100 Aqua Drive

Cold Spring, KY 41076

Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

Authority to Represent

Each party to this Agreement warrants and represents that they have the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the equipment.

Furthermore, signing this document confirms to Vendor, that the detention facility described herein is not under a contract with any commissary provider. The undersigned has the authority and hereby directs Vendor to install their commissary solution.

The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the _____ day of _____, _____ (the Commencement date). Any and all previous contracts and agreements entered into between these parties are null and void.

Jasper County Sheriff's Office

Patel Services, LLC DBA Victus
Commissary

Print Name, Title

Print Name, Title

Signature

Signature

Date

Date

Board of Supervisors Chairperson

Auditor

Print Name

Print Name

Signature

Signature

Date

Date

**JASPER COUNTY SHERIFF'S
REPORT OF RECEIPTS AND DISBURSEMENTS
For the 1st Quarter Ending**

Item 6
October 6, 2026

September 30, 2026
JUL-AUG-SEP

**FY: 2026-2027
QTR: 1st**

RECEIPTS:

Fees	\$ 30,579.95
Mileage	\$ 10,656.54
Miscellaneous to Treasurer	\$ 234,020.89

Board/Care Prisoners	\$ 219,660.00
Work Release & Prisoner Reimb	\$ 3,444.63
C/W Permits County	\$ 3,600.00
Purchase Permits	\$ 200.00
DARE Trust Fund	\$ -
DARE Reimbursement	\$ -
Miscellaneous	\$ 693.95
Sex Offender Registry	\$ 400.00
Prisoner's Phone	\$ 4,789.12
K-9	\$ -
In House Detention	\$ -

Drug Task Force Reimbursement	\$ -
Tobacco Compliance Checks	\$ -
Forfeiture Money	\$ -
Concessions/Comm	\$ 663.86

Overpayment-\$5 or less	\$ 6.87
Donations - Reserve Deputy	\$ -
Inmate Medical Reimbursement	\$ 562.46
Motor Vehicle Inspection Fee	\$ -

Miscellaneous Trusts	\$ 222,025.33
C/W Permits to State IDPS	\$ 900.00
Condemnations	\$ -
Sheriff's Sale	\$ -
APPLIED RECEIPTS for the Qtr TOTAL	\$ 498,182.71
	\$ -
{DEPOSITS FOR THE QTR}	\$ 498,182.71

DISBURSEMENTS:

County Treasurer Receipts	\$ 275,257.38
Clerks of Court	\$ 207,204.64
Garnished Funds (other)	\$ -
C/W Permits to IDPS	\$ 900.00
Miscellaneous Trusts	\$ 5,100.00
Sheriff's Sale	\$ -
MT Disbursed	\$ 6,038.83

DISBURSEMENTS for the QTR TOTAL \$ 494,500.85

FILED
2026 OCT -2 AM 9:40
JENNA JENNINGS
JASPER COUNTY AUDITOR

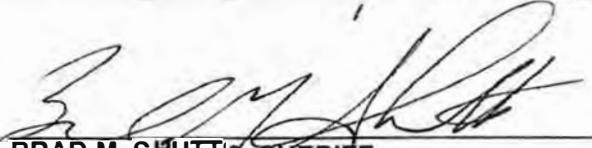
BALANCE ON HAND BEGINNING OF QUARTER	\$ 1,614.64
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Total Receipts	\$ 498,182.71
Total Disbursements	\$ 494,500.85

BALANCE ON HAND END OF QUARTER	\$ 5,296.50
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I, the undersigned, do hereby certify that the report given above is a correct report of fees and expenses charged, and of collections and disbursements by me as Sheriff during the specified period.

Dated this 30th day of September, 2026


BRAD M. SHUTT, SHERIFF
Jasper County, Iowa

prepared by



JASPER COUNTY ENGINEER'S OFFICE

910 N 11th Ave E
Newton, Iowa 50208

(641) 792-5862
FAX – (641) 791-7740



Michael J. Frietsch, P.E, FMP
County Engineer
mfrietsch@jasperia.org

October 7, 2026

To: Property Owners Adjoining Bridge E24 in Jasper County

Re: Bridge Closure and Removal

To Whom it May Concern:

The bridge carrying N 75th Ave W over Clear Creek east of W 116th St N is recommended for closure after the most recent bridge inspection noted severely decayed and failed abutment piles and backwall movement. Given these findings the 3rd party bridge inspection company is recommending closure and subsequent removal of the bridge.

The county road known as N 75th Ave W between W 116th St N and W 108th St N is an Area Service/Local road, so Farm-to-Market (FM) funds are unavailable for its replacement. Highway Bridge Program (HBP) funds, federal funds, could be used for the replacement. Unfortunately, these funds are presently allocated fully for at least the next 5 years on the replacement of bridges on paved FM routes.

Hence, the most likely funding option for a replacement bridge is our Local Secondary Roads Fund. A replacement bridge that would be longer, wider, and at a higher elevation than the existing structure leading to a total cost of \$1.5 million dollars or about 12% of the Local Secondary Roads budget. In turn resulting in significant reductions or loss of contract surfacing rock, paved road maintenance, and the in-house bridge replacement program for at least a year.

Further, these deferred or reduced maintenance and construction activities could in turn lead to increased maintenance requirements for the years following to restore the system back to its condition prior to the bridge replacement. Lastly, our replacement equipment needs, and the costs associated with maintaining existing equipment, to ensure operational readiness, efficiency and effectiveness further hinders our ability to use local funds to replace this bridge.

Given the current condition of the bridge and funding availability our department is recommending the removal of the current bridge and leaving it unreplaced until such time that funds become available. Public hearings regarding this recommendation will be held on October 27th, November 3rd, and November 10th during the normally scheduled County Board meetings at 9:30 am. Please feel free to reach out to me with additional questions or concerns and I will try to respond as time allows.

Sincerely,

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

Cc: Board Chairman



DEFICIENT BRIDGE NOTIFICATION

Date: August 28, 2026

Time: 8:00 A.M.

Initials: JSG/DJD/JPD/RJV

Owner: Jasper County

Contact Person: Michael Frietsch, P.E.; County Engineer

Telephone / Email: 641-792-5862 / mfrietsch@jasperia.org

Project Name: 2026 Bridge Inspections and Rating

County ID	FHWA #	Deficiency/Remarks	Posting		Recommendations
			Current	Recomm.	
A08	198741	Severe pile decay at abutments.	23 Tons	18 Tons	Scheduled for 2026 substructure replacement.
B02	198861	Severely decayed and failed abutment pile with cantilever cap.	20 Tons	6 Tons	Scheduled for 2026 replacement.
B07	198921	Severely decayed and failed abutment pile.	"15 Tons" at bridge with "20 Tons" posted at west advance intersection	15 Tons	Post "15 Tons" at west advance intersection. Scheduled for 2026 replacement.
D14	199410	Advanced pile decay with cap crushing/splintering over abutment piles.	20 Tons	12 Tons	Schedule for replacement.
E21	199700	Severe pile decay. Missing load posting signs.	None	20 Tons	Replace bridge. Reinstall load posting signs.
E24	199731	Severely decayed and failed abutment piles with flexing backwalls.	5 Tons	Close	Close bridge. County to consider abandonment.
I18	197850	Rating updated to account for 4" rock on deck.	None	28,40,40 & "All Veh's"	Scheduled for 2026 replacement.
L12	196630	Severe pile decay at abutments.	20,30,30 & "All Veh's"	15,20,20 & "All Veh's"	Replace bridge.
N02	197050	Advanced pile decay.	One Lane	22 Tons & Keep "One Lane"	May post "11 Tons" for two lane loading. Replace bridge.

POSTINGS UPDATED NAME: _____ DATE: _____ *

2026 Blade cutting edge Quote. for Motor Graders			
Ziegler	280 @	\$125.21	\$35,056.09
DSB	280 @	209.33	\$58,612.40
Egt. Blades	280 @	\$185.95	\$52,066.00
BWC wear parts.	280 @	\$181.00	\$52,360.00
Murphy	280 @	\$171.19	\$47,933.20

ZIEGLER

C O M P A N I E S

901 West 94th Street
Minneapolis MN 55420-4236

Quotation

Quote SQ00162454-1
Date 9/29/2026
Valid Until 10/28/2026
Account # 4262300
Page 1 / 1

Minnesota 800-352-2812
Iowa 800-342-7002
Missouri 800-342-7002

Quoted To: JASPER COUNTY
910 N 11TH AVE E
NEWTON, IA 50208-1866

Ship to: ZIEGLER INC.
1500 ZIEGLER DR NW
ALTOONA, IA 50009-7200

Customer PO		Customer Contact		Salesperson			
				Weston Van Wyngarden			
Cust Equip No	Serial No	Make	Model	Equipment No			
Quantity	Item	Description	Unit Price	Ext Price	Disc	Disc Amt	Net Price
280	7D1949	Cutting Edge	263.73	73,844.40	53%	-38,768.31	35,076.09
		Total Line Item Discount				-38,768.31	

\$125, 27/edge.

Notes:

Parts	35,076.09
Miscellaneous	0.00
Sales Tax	0.00
Total	\$35,076.09

Any applicable taxes not included in quote.
Parts returns policy available at www.zieglercat.com/parts/warranty-return-policies



DSG WATERWORKS - CCWW
845 BERKSHIRE LN N
PLYMOUTH, MN 55441-5419
Phone
Fax



Quotation

EXPIRATION DATE	QUOTE NUMBER
09/28/2026	S106067307
DSG WATERWORKS - CCWW 845 BERKSHIRE LN N PLYMOUTH, MN 55441-5419 Phone Fax	
PAGE NO. 1 of 1	

QUOTE TO:

SHIP TO:

JASPER COUNTY ENGINEER
910 N 11TH AVE E
NEWTON, IA 50208-1866

JASPER COUNTY ENGINEER
910 N 11TH AVE E
NEWTON, IA 50208-1866

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
80078	Scott Quote		*House Accounts	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Nathaniel Barnhart	WILL CALL	Net 30 Days	09/29/2026	No
ORDER QTY	DESCRIPTION		Unit Price	EXT PRICE
140ea	BUCBLD 4148957 GB41176 GRADER EDGE 0.75 8.00 96.00 MT CDB Pn: 597696		209.330/ea	29306.20
12ea	BUCBLD 4157815 CB15082 PLOW BLADE 0.75 6.00 35.94 CI FSE Pn: 505793		517.854/ea	6214.25
24ea	BUCBLD 4311573 CB15083 PLOW BLADE 0.75 6.00 47.94 CI FSE Pn: 505811		689.031/ea	16536.75

TAX IS NOT INCLUDED IN PRICE ON BID/QUOTE
All quotations are made in accordance with our interpretation of the plans and specifications and include only the materials listed, subject to correction for errors. Deviations in quantities may modify prices quoted. Due to fluctuating market conditions, the prices listed in this quote may change at any time without prior notice. In the event of a price increase, any unfilled portion of any order will be billed at the price in effect at the time of shipment. DSG shall not be liable for failure to deliver or delivery performance due to causes beyond our reasonable control.
A Summary of DSG standard terms & conditions of sales can be found at www.dsgsupply.com/terms.

Subtotal	52057.20
S&H Charges	0.00
Amount Due	52057.20



Equipment Blades Inc.
2707 S Carolyn Ave Ste 3
Sioux Falls SD 57106
605-368-5221

Invoicing Address

Jasper County Secondary Roads
910 n 11th AVE E
Newton IA 50208
United States
☎ (641) 792-5862 (Work)

Delivery Address

Jasper County Secondary Roads, Delivery
Address, Jasper County Secondary Roads
910 n 11th AVE E
Newton IA 50208
United States

Quotation # S19162

Quotation Date

09/28/2026

Salesperson

Kent Bertsch

Equipment reference:

Grader Blades

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
CAT 7D1949 7D1949 (7D1949 CAT GB 3/4 HOLE 3/4 X 8 X 96)	160.00 Each	185.95	\$ 29,752.00
Ship Best Way: SHIPPING COVERED BY EQUIPMENT BLADES ON THIS ORDER.	1.00 Each	0.00	\$ 0.00
Untaxed Amount			\$ 29,752.00
Tax 0%			\$ 0.00
Total			\$ 29,752.00

Thank you for the opportunity to earn your business. [Click Here to Pay Online](#). Please note, due to current geopolitical uncertainties, we reserve the right to apply any future tariffs to products quoted if it applies. Quotes are valid for 30 days from creation. Upon acceptance of quotes the Customer is verifying the parts quoted are correct and Equipment Blades will not be subject to product return fees. Custom ordered or built products are non-refundable. This document, any and all pricing and discounts contained herein, and any correspondence between Customer and Equipment Blades shall be considered confidential information. [Click here to view: Order / Return Policy | Credit Application | Privacy Policy](#)

Payment terms: 30 Days

Scott Van Waardhuizen

From: DMC Wear Parts <kody@dmcwearparts.com>
Sent: Thursday, October 1, 2026 6:00 AM
To: Scott Van Waardhuizen
Subject: Re: quote
Attachments: ECBTPSCA-22480.PDF

[**NOTICE:** This message originated outside of Jasper County -- **DO NOT CLICK** on links or open attachments unless you are sure the content is safe.]

Hi Scott

7D1949 = \$187/ea
2-3 weeks before shipping
30k would get you 160 pieces

Plow Blades (see drawing)
4' sections : \$690/ea in stock
3' sections: \$656.35/ea 4-6 weeks

4' are cheaper per foot because i have stock. 3' are ordered at today's pricing.

Please let me know if you have any questions, or if you would like to place an order.

Kody
DMC WEAR PARTS
6058408082

On Wed, Sep 30, 2026, 11:20 AM DMC Wear Parts <kody@dmcwearparts.com> wrote:
Yes I will have it to you by tomorrow no problem.

On Wed, Sep 30, 2026, 10:22 AM Scott Van Waardhuizen <SVanWaardhuizen@jasperia.org> wrote:

Kody would it be possible to get the quote by tomorrow sometime

Thanks

Scott

From: DMC Wear Parts <kody@dmcwearparts.com>
Sent: Tuesday, September 29, 2026 9:29 AM

MURPHY

TRACTOR & EQUIPMENT CO., INC.

Murphy Tractor & Equipment Co., Inc.
5087 E Broadway Ave.
Des Moines, IA 50317
Phone: 515-263-0055
Toll Free: 800-822-2212



PARTS QUOTATION

Invoice To Account No: 14000199



Deliver To:

JASPER COUNTY HWY DEPT
910 NORTH 11 AVENUE EAST
NEWTON IA 50208
US

JASPER COUNTY HWY DEPT
910 NORTH 11 AVENUE WEST
NEWTON IA 50208

Home Ph: (641)521-2098 Mob Ph:
Work Ph: (641)792-5862

Quotation No: 2546638
Date: 10/1/2026
Page: 1 of 1

Supplied Quantity	Back Order Quantity	Part Number	Part Description	Bin Loc	List Price	Net Price	Extended Price
175.00	0	T74773	DURA-MAX C	LOT	316.69	171.19	\$29,958.25

INVOICE CONTAINS \$25,462.50 DISCOUNT

Customer PO No:

Delivery Note:

Tax Exempt No: GOVT

Salesperson: SHAWN HINDMAN

Sub Total: \$29,958.25

Sales Tax: \$0.00

Total: \$29,958.25

Deposit Received: \$0.00

Balance Due: \$29,958.25

EXCLUDES TAX

Resolution No. _____

**RESOLUTION
VACATING A PORTION OF
JASPER COUNTY PUBLIC ROADWAY**

BE IT RESOLVED that the Jasper County, Iowa roadway easements and other interests upon the real estate described below are no longer necessary for any public purpose and ought now be vacated in the manner allowed by law, reserving however all of such area for general public utility usage and that easement access rights shall be granted to all existing utilities on said described road vacation to allow access to their current facilities, now and in the future, for maintenance, repair, patrol, operation, and reconstruction of said facilities.

FURTHER RESOLVED that by Iowa Code 354.23 which states "A city or a county may vacate part of an official plat that had been conveyed to the city or county or dedicated to the public which is deemed by the governing body to be of no benefit to the public". Moreover, a public hearing was held in accordance with this code section prior to consideration of this resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED that any and all interests of Jasper County, Iowa in and to the following described real estate are hereby vacated and no longer shall be available for any public use for roadway or other public purposes other than utility purposes:

The west one half of the North-South alley lying along the east side of Lots 6, 7, and 8 of Block 3, Rippey's First Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 197, Page 274 in the Jasper County, Iowa, Recorder's Office.

BE IT HEREBY FURTHER RESOLVED that the aforesaid property and all interests of Jasper County, Iowa in and to said property be, and are hereby, conveyed to **Parcel Identification Number (PIN) 0232381001** (both legal and equitable titleholders as their respective interests may appear), subject to reservation of utility use thereof. Upon subsequent formal or informal request by any such adjoining landowner or successors in interest and preparation of all documents by said landowners at their sole expense and to the satisfaction of the Jasper County Attorney as to both form and content, Jasper County, Iowa, by and through the chairperson of its Board of Supervisors and its Auditor shall execute and deliver appropriate conveyancing instruments reserving utility use interests only. The Auditor of Jasper County, Iowa is hereby directed to promptly file in the office of the Jasper County Recorder a certified copy of this Resolution.

Passed and Approved this ____th day of _____ 2026.

Thad Nearmyer
Chairman Board of Supervisors

Doug Cupples
Board of Supervisors

Brandon Talsma
Board of Supervisors

ATTEST: _____
Jenna Jennings
County Auditor

Resolution No. _____

**RESOLUTION
VACATING A PORTION OF
JASPER COUNTY PUBLIC ROADWAY**

BE IT RESOLVED that the Jasper County, Iowa roadway easements and other interests upon the real estate described below are no longer necessary for any public purpose and ought now be vacated in the manner allowed by law, reserving however all of such area for general public utility usage and that easement access rights shall be granted to all existing utilities on said described road vacation to allow access to their current facilities, now and in the future, for maintenance, repair, patrol, operation, and reconstruction of said facilities.

FURTHER RESOLVED that by Iowa Code 354.23 which states "A city or a county may vacate part of an official plat that had been conveyed to the city or county or dedicated to the public which is deemed by the governing body to be of no benefit to the public". Moreover, a public hearing was held in accordance with this code section prior to consideration of this resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED that any and all interests of Jasper County, Iowa in and to the following described real estate are hereby vacated and no longer shall be available for any public use for roadway or other public purposes other than utility purposes:

The west one half of the North-South alley lying along the east side of Lot 5 of Block 3, Rippey's First Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 197, Page 274 in the Jasper County, Iowa, Recorder's Office.

And

The west one half of the East-West alley lying west of Lot 1 and east of Lot 6 along the north side of Block 3, Original Plat of the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 130, Page 62 in the Jasper County, Iowa, Recorder's Office.

BE IT HEREBY FURTHER RESOLVED that the aforesaid property and all interests of Jasper County, Iowa in and to said property be, and are hereby, conveyed to **Parcel Identification Number (PIN) 0232381002** (both legal and equitable titleholders as their respective interests may appear), subject to reservation of utility use thereof. Upon subsequent formal or informal request by any such adjoining landowner or successors in interest and preparation of all documents by said landowners at their sole expense and to the satisfaction of the Jasper County Attorney as to both form and content, Jasper County, Iowa, by and through the chairperson of its Board of Supervisors and its Auditor shall execute and deliver appropriate conveyancing instruments reserving utility use interests only. The Auditor of Jasper County, Iowa is hereby directed to promptly file in the office of the Jasper County Recorder a certified copy of this Resolution.

Passed and Approved this ____th day of _____ 2026.

Thad Nearmyer
Chairman Board of Supervisors

Doug Cupples
Board of Supervisors

Brandon Talsma
Board of Supervisors

ATTEST: _____
Jenna Jennings
County Auditor

Resolution No. _____

**RESOLUTION
VACATING A PORTION OF
JASPER COUNTY PUBLIC ROADWAY**

BE IT RESOLVED that the Jasper County, Iowa roadway easements and other interests upon the real estate described below are no longer necessary for any public purpose and ought now be vacated in the manner allowed by law, reserving however all of such area for general public utility usage and that easement access rights shall be granted to all existing utilities on said described road vacation to allow access to their current facilities, now and in the future, for maintenance, repair, patrol, operation, and reconstruction of said facilities.

FURTHER RESOLVED that by Iowa Code 354.23 which states "A city or a county may vacate part of an official plat that had been conveyed to the city or county or dedicated to the public which is deemed by the governing body to be of no benefit to the public". Moreover, a public hearing was held in accordance with this code section prior to consideration of this resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED that any and all interests of Jasper County, Iowa in and to the following described real estate are hereby vacated and no longer shall be available for any public use for roadway or other public purposes other than utility purposes:

The east one half of the North-South alley lying along the west side of Lots 2, 3, and 4 of Block 3, Rippey's First Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 197, Page 274 in the Jasper County, Iowa, Recorder's Office.

And

The east one half of the north one half of the East-West alley lying west of Lot 1 and east of Lot 6 along the north side of Block 3, Original Plat of the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 130, Page 62 in the Jasper County, Iowa, Recorder's Office.

BE IT HEREBY FURTHER RESOLVED that the aforesaid property and all interests of Jasper County, Iowa in and to said property be, and are hereby, conveyed to **Parcel Identification Number (PIN) 0232381007** (both legal and equitable titleholders as their respective interests may appear), subject to reservation of utility use thereof. Upon subsequent formal or informal request by any such adjoining landowner or successors in interest and preparation of all documents by said landowners at their sole expense and to the satisfaction of the Jasper County Attorney as to both form and content, Jasper County, Iowa, by and through the chairperson of its Board of Supervisors and its Auditor shall execute and deliver appropriate conveyancing instruments reserving utility use interests only. The Auditor of Jasper County, Iowa is hereby directed to promptly file in the office of the Jasper County Recorder a certified copy of this Resolution.

Passed and Approved this ____th day of _____ 2026.

Thad Nearmyer
Chairman Board of Supervisors

Doug Cupples
Board of Supervisors

Brandon Talsma
Board of Supervisors

ATTEST: _____
Jenna Jennings
County Auditor

Resolution No. _____

**RESOLUTION
VACATING A PORTION OF
JASPER COUNTY PUBLIC ROADWAY**

BE IT RESOLVED that the Jasper County, Iowa roadway easements and other interests upon the real estate described below are no longer necessary for any public purpose and ought now be vacated in the manner allowed by law, reserving however all of such area for general public utility usage and that easement access rights shall be granted to all existing utilities on said described road vacation to allow access to their current facilities, now and in the future, for maintenance, repair, patrol, operation, and reconstruction of said facilities.

FURTHER RESOLVED that by Iowa Code 354.23 which states "A city or a county may vacate part of an official plat that had been conveyed to the city or county or dedicated to the public which is deemed by the governing body to be of no benefit to the public". Moreover, a public hearing was held in accordance with this code section prior to consideration of this resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED that any and all interests of Jasper County, Iowa in and to the following described real estate are hereby vacated and no longer shall be available for any public use for roadway or other public purposes other than utility purposes:

The east one half of the North-South alley lying along the west side of Lot 1 of Block 3, Rippey's First Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 197, Page 274 in the Jasper County, Iowa, Recorder's Office.

BE IT HEREBY FURTHER RESOLVED that the aforesaid property and all interests of Jasper County, Iowa in and to said property be, and are hereby, conveyed to **Parcel Identification Number (PIN) 0232381006** (both legal and equitable titleholders as their respective interests may appear), subject to reservation of utility use thereof. Upon subsequent formal or informal request by any such adjoining landowner or successors in interest and preparation of all documents by said landowners at their sole expense and to the satisfaction of the Jasper County Attorney as to both form and content, Jasper County, Iowa, by and through the chairperson of its Board of Supervisors and its Auditor shall execute and deliver appropriate conveyancing instruments reserving utility use interests only. The Auditor of Jasper County, Iowa is hereby directed to promptly file in the office of the Jasper County Recorder a certified copy of this Resolution.

Passed and Approved this ____th day of _____ 2026.

Thad Nearmyer
Chairman Board of Supervisors

Doug Cupples
Board of Supervisors

Brandon Talsma
Board of Supervisors

ATTEST: _____
Jenna Jennings
County Auditor



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"). Seller hereby authorizes Auctioneer to list Seller's property on Auctioneer's online auction platform as detailed in any submitted and valid Exhibit 1, online account, or any Property List in accordance with the Terms and Conditions of this Agreement.

ANTICIPATED AUCTION DATE(S): _____ TITLE: _____
 SELLER INFORMATION: Customer Number: 494128 Segment: Government
 Seller Legal Name: Jasper County Iowa Company Name: Jasper County Highway Department
 Seller Address: 910 N 11th Ave E City: Newton State: IA Zip: 50208
 Phone: 641.792-5862 Email: mfrietsch@jasperia.org
 Representative Name: Michael Frietsch Title: County Engineer

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 0 % Internal Use Only
 Of the winning bid(s). Other: Listing Fee Waived G

OWNERSHIP: 1) 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: _____

2) Is a separate parent or subsidiary legal entity involved? Yes ☐ No ☒
 If Yes, please identify the name of the related entity: _____

LIENS: 3) Does the Seller owe any money on the Property? Yes ☐ No ☒
 If Yes, approximately how much is owed and to whom? _____

4) 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:

Lender: _____ Contact: _____ Phone: _____ Asset: _____
 Lender: _____ Contact: _____ Phone: _____ Asset: _____

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 the authority to commit the Seller contractually and agrees to the Agreement, including the Terms & Conditions on the following page.

Seller: _____
 Signature Printed Title Date

Auctioneer: _____ Ben Reisner TSM
 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 retraction 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 and/or by any other means agreed to by the Parties. 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 and its agents, to act 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 the 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, Seller grants to Auctioneer the right to resolve the issue on behalf of Seller and Auctioneer 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.

NO RESERVE AUCTION. The Property will be sold "absolute" and "without reserve." Once Auctioneer has placed the Property on 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 any Property sold on Auctioneer's website. Auctioneer shall maintain rights to any buyer's premium for property sold by other means agreed to by the Parties. 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 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.

SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.



EXHIBIT 1 PROPERTY LIST

Seller: Jasper County Iowa Customer Number: 494128

This Exhibit 1 established the assets that will be auctioned under the terms and conditions of the attached Auction Agreement and includes by reference any other assets the Seller makes available to the Auctioneer for sale, included on any subsequent or updated Property List, and posted for bidding on the purplewave.com website.

Description of asset(s)	Additions
<i>Example: Cat D8R dozer</i>	<i>Example: Cat D8R dozer</i>
2011 Ford Expedition	
(4) 21" x 42' bridge beams	
(5) 22" x 42' bridge beams	
(45) 18" x 42' bridge beams	
(26) 16" x 42' bridge beams	

☐ You will provide a separate list of assets to be consigned as Exhibit 1.

Seller Signature: _____ Date: _____

September 22, 2026

Tuesday, September 22, 2026, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Nearmyer and Cupples present and accounted for; Chairman Nearmyer presiding.

Motion by Talsma, seconded by Cupples to open the 1st reading of a Public Hearing on the proposed Co-Line Phase 2 Urban Renewal plan.

YEA: CUPPLES, NEARMYER, TALSMA

There were no public comments during the Public Hearing and no written comments.

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

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Talsma, seconded by Cupples to waive the 2nd and 3rd readings.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Talsma, seconded by Cupples to adopt Resolution 26-63 approving and determining an area of the County to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the County; designating such are as appropriate for urban renewal projects; and adopting the Co-Line Phase 2 Urban Renewal Plan.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Talsma, seconded by Cupples to set Public Hearings for the consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Co-Line Phase 2 Urban Renewal Plan with recommended dates and times of October 6th, October 13th, and October 20, 2026, at 9:30 a.m. in the Board of Supervisors room.

YEA: CUPPLES, NEARMYER, TALSMA

Emergency Management Director, Jamey Robinson presented the mitigation grant project for tornado sirens to be located in the County that are lacking awareness. 8 potential sirens may be put up throughout the County, but Jamey will also speak with local communities that may need an upgrade. This would be a cost savings to them as the normal cost for a siren is around \$50,000 and with the help of federal funding it is around \$7,000. The Board would be responsible for \$84,501.85 out of a total of \$574,687.52. If other communities would like to join in, they would be responsible for reimbursing the County for our out-of-pocket expenses.

Motion by Talsma, seconded by Cupples to approve a temporary liquor license for 2nd Ave Social LLC at Country View Barn, 7198 E 36th St. S., Newton, Iowa, for October 1-5, 2026.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Talsma, seconded by Cupples to approve a temporary liquor license for 2nd Ave Social LLC at Country View Barn, 7198 E 36th St. S., Newton, Iowa, for November 5-9, 2026.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Talsma, seconded by Cupples to approve claims paid through September 22, 2026.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Talsma, seconded by Cupples to approve the Board of Supervisors minutes for September 15, 2026.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Talsma, seconded by Cupples to re-appoint Jason Morgan to the Compensation Board as a representative for the Treasurer effective September 22, 2026 through June 30, 2030.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Talsma, seconded by Cupples to enter into a closed session requested by Ryan Eaton in accordance with Iowa Code Section 21.5(c) to discuss strategy with council 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: CUPPLES, NEARMYER, TALSMA

ROLL CALL: CUPPLES, NEARMYER, TALSMA

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

YEA: CUPPLES, NEARMYER, TALSMA

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

YEA: CUPPLES, NEARMYER, TALSMA

Jamey Robinson, EMA Director and the Board discussed the EMS Essential Service Advisory Committee. To date, 5 applications were turned in for possible interest in serving on the committee. The Board would like to continue accepting applications through the end of October. The structure of the Board was discussed in a way of having terms that would follow the appointment process and other roles that would follow positions, such as Auditor or EMA Director. The suggested committee would be made up of a County Supervisor, County Auditor, Newton Fire Chief, 3 volunteer fire department representatives, 3 citizens from the community at-large (1-agricultural representative, 1-business representative, 1- physician living Jasper County), 1 Emergency Management Deputy Director representative (voting member), and 1 Emergency Management Director representative (non-voting member). Emergency Management will serve as the fiscal agent of the committee, processing claims, however the committee will be in charge of the levy and putting together a budget to present to the Board of Supervisors.

Motion by Cupples, seconded by Talsma to adjourn the September 22, 2026, meeting of the Jasper County Board of Supervisors.

Jenna Jennings, Auditor

Thad Nearmyer, Chairman