

Jasper County, Iowa Board of Supervisors

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

Denny Carpenter

Doug Cupples

Brandon Talsma

September 6, 2022

9:30 a.m.

www.jasperia.org

Live Stream: <https://jasper.zoom.us/j/97712718501>

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

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

Pledge of Allegiance



- Item 1 Wellness Committee**
a) Blood Profile Contract
- Item 2 Building & Grounds – Adam Sparks**
a) ATV for Snow Removal Quotes
- Item 3 Sheriff – John Halferty**
a) Officer Training Liability Agreement for Deputy Leon Spataru
- Item 4 Community Development – Kevin Luetters**
a) Set Public Hearing Dates for Rezone Request from Agriculture to General Industrial
(Recommended Dates & Time, September 20, September 27, and October 4, 2022, at 9:30 am)
b) Resolution Approving Der Eichenwald Subdivision
- Item 5 Jasper County Civil Service Commission Certification of Wages**
- Item 6 Engineer – Michael Frietsch**
a) Purchase of Permanent Easement for Public Highway on Parcel No. 11.11.100.002
b) Purchase of Temporary Easement for Public Highway on Parcel No. 11.11.100.002
c) Memorandum of Understand Between Jasper County, Iowa, and Duane & Marcia Bruxvoort Concerning Installation & Future Maintenance of a Culvert
d) Purchase of Temporary Easement for Public Highway on Parcel No. 11.02.300.011
e) Purchase of Temporary Easement for Public Highway on Parcel No. 11.11.100.001
f) Vacation of Existing Right-of-Way Easement for W 140th St N – Parcel 1 & 2
g) Consulting Engineering Contract for Preliminary Design of Bridge F04
- Item 7 Approval of Liquor License for Fore Seasons Golf Bar**
- Item 8 Approval of Claims Paid through September 6, 2022**
- Item 9 Approval of Board of Supervisors Minutes for August 23, 2022**

PUBLIC INPUT & COMMENTS

After Meeting –

Board of Supervisors Work Session for the Granular Road Assessment & Maintenance Strategy.

CONTRACT FOR SERVICES

This Contract for Services (the "Agreement") is made as of August 12, 2022 between MercyOne Newton Medical Center Laboratory and Jasper County, Iowa.

RECITALS

WHEREAS, MercyOne Newton Medical Center Lab is in the business of performing laboratory testing services, and has staff who conduct patient blood draws ("Phlebotomy Services"); and

WHEREAS, Jasper County desires MercyOne Newton Medical Center to provide Phlebotomy Services for its employees, for the purpose of wellness checks.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. MercyOne Newton Medical Center staff will be in the in-service room of MercyOne Newton Medical Center on October 26, 2022, from 6:00 am to 9:00 am.
2. MercyOne Newton Medical Center staff will be available to draw any Jasper County employee who wishes to participate and have a wellness check (the "Wellness Profile") conducted.
3. Jasper County agrees to pay \$30 per full time employee Wellness Profile completed. The Wellness Profile will test the following: Sodium, Potassium, Chloride, BUN, Creatinine, Glucose, Bilirubin, AST, ALT, GGT, ALP, Cholesterol, Triglycerides, HDL, LDL, TSH and Ferritin.
4. MercyOne Newton Medical Center's Staff will draw any part time Jasper County employees wishing to have the Wellness Profile done. The \$30 cost of the profile will be the responsibility of the part time employee and not Jasper County, and will be due at the time of the lab draw.
5. MercyOne Newton Medical Center Staff will draw any male Jasper County employee wishing to have PSA testing. The \$20 cost of the PSA test will be the responsibility of the employee and not Jasper County, and will be due at the time of the lab draw.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**MERCYONE NEWTON MEDICAL CENTER
MEDICAL LABORATORY**

**JASPER COUNTY
HEALTH DEPARTMENT**

By: _____
Laurie Conner,
MercyOne Newton Medical Center President

By: _____
Kristina Winfield, Public Health Coordinator

MercyOne Newton Medical Center
Address: 204 N. 4th Ave E.
Newton, Iowa 50208
Phone: (641) 792-1273

Jasper County Health Department
315 W 3rd St N
Suite 100
Newton, IA 50208
Phone: 641.787.9224

Brandon Talsma, Board of Supervisor's Chair _____

Dennis Parrot, Jasper County Auditor _____



Qwik Quote

Jasper County Maintenance

Quote Expires:

9-15-2022

Unit Details: 2022 Polaris Sportsman 570 EPS Blue	\$9,199.00
Government Discount	-\$919.00
Freight	\$,710.00
60" Plow System with Winch & Power Angle	\$1,890.00
Total	\$10,880.00

Polaris reserves the right to change prices on the vehicle and /or accessories at any time before delivery.

Quote created by Kurt Kruse Vanwall, Colfax Iowa

515-674-3565 or 515-707-9439

Thank you for the opportunity to fill your Powersports needs.



Hicklin Power Sports LLC

Bill of Sale

Deal # **11543**

3160 SE Grimes Blvd Suite
700
Grimes, IA 50111
(877) 798-2807

Sales Person: Jason Lamoureux

Date: 08/23/2022

Buyer: Jasper County Courthouse
101 First St N, Newton, IA (Jasper) 50208
- asparks@jasperia.org
(M) (641) 792-2196

Stock#	Unit	VIN	Mi/Hrs	Price
A22SEE57 A1	New 2022 Polaris Sportsman 570 EPS (Sage Green)		0	\$8,280.00
Total Unit(s) Price:				\$8,280.00

Requested Parts & Accessories:			
Part #	Part Description	Qty	Total Sale Amount
2881424	K-PLOW MOUNT,G4B,SMH	1.000	\$179.53
2879630	GLACIER PRO ATV PLOW FRAME	1.000	\$290.45
2884834	K-WINCH,POL 3.5 PRO,SAP	1.000	\$547.07
2879638	K-BLADE 60",G4	1.000	\$290.45
2879635	K-PLOW ANGLE,G4	1.000	\$620.39
2880836	KIT-HANDLE,PLOW CONTROL	1.000	\$107.15
			\$2,035.04

Invoice Summary	
Total Unit(s) Price:	\$8,280.00
Total Freight:	\$685.00
Total Set-Up:	\$0.00
Total Other:	\$250.00
Total F&I:	\$0.00
Total Parts:	\$2,035.04
Total Service:	\$0.00
Sales Tax:	\$0.00
Doc Fees:	\$180.00
Other Fees:	\$30.25
Total Sale Price:	\$11,460.29
Trade-In Allowance:	\$0.00
Trade-In Payoff:	\$0.00
Trade-In Value:	\$0.00
Cash Back:	\$0.00
Payments:	\$0.00
Balance Due:	\$11,460.29

Thank you for shopping at Hicklin Power Sports. We really appreciate your business. SURVEY: If you bought a new unit from us, you may receive a survey about your visit. We strive for complete "excellence"; Anything less is a failing score to us. Please let us know if you need any assistance.



Officer Training Liability Agreement

This Agreement is entered into by the County of Jasper, Iowa, hereinafter referred to as "the County" and **Leon Spataru**, hereinafter referred to as "the Employee".

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF THE EMPLOYEE AS A LAW ENFORCEMENT OFFICER, AND TO PROVIDE TO THE COUNTY IN RETURN FOR THE TRAINING. IT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYEE AGREEMENT WHICH WOULD CONFER A PROPERTY RIGHT OF INTEREST ON THE EMPLOYEE. THIS AGREEMENT IS NOT A GUARANTEE OF EMPLOYMENT NOR DOES THIS AGREEMENT REQUIRE RE-PAYMENT IF EMPLOYEE IS INVOLUNTARILY TERMINATED OR EMPLOYEE BECOMES DISABLED.

1) Total Training Expenses. The County and the Employee agree that the Employee will attend the Iowa Law Enforcement Academy "(the Academy)" at the expense of the County to receive certification as a Law Enforcement Officer in accordance with the Academy's training requirements. The County shall pay the expense of training, and shall pay the Employee's regular wages during the training. The Employee agrees to be responsible for reimbursing the County in accordance with the terms for reimbursement as stated hereafter in this agreement. The expenses, which the Employee agrees to reimburse, include the County's expenditure for the Employee's mileage, food, lodging, and tuition while attending the Academy. All of these reimbursable costs are referred to generally as "total training expenses." An estimate of the cost of the total training expenses set out above is listed on Exhibit "A" which is attached hereto and by this reference incorporated into this agreement. "Total training expense" will be based on the actual cost incurred by the County, as these costs become known.

2) Reimbursement: In the event the Employee resigns and is employed by another Law Enforcement Agency within four years following completion of certified training, the Employee shall reimburse the County for total training expenses incurred per the following schedule. The amount of reimbursement shall be determined as follows:

- A). If the Employee resigns less than one year after being certified as a law enforcement officer, one hundred percent of the total training expenses.
- B). If the Employee resigns after one year or more but less than two years after being certified as a law enforcement officer, seventy-five percent of the total training expenses.
- C). If the Employee resigns two years or more but less than three years after being certified as a law enforcement officer, fifty percent of the total training expense.
- D). If the Employee resigns three years or more but less than four years after being certified as a law enforcement officer, twenty-five percent of the total training expenses.
- E). If the Employee resigns four or more years after being certified as a law enforcement officer, none of the total training expenses.

3) Payment Schedule: Payment of any training costs owed the County by the Employee shall be made in consecutive monthly payments in accordance with the following schedule:

<u>Minimum monthly payment</u>	<u>Annual percentage rate</u>
\$200	6%

The first payment shall be due thirty (30) days after the Employee's last day of employment, and on the same day each month thereafter. Interest shall commence the day after the Employee's last day of employment and shall be calculated on the unpaid principal balance to the date of each installment paid, with payments being credited first to accrued interest and then to the reduction of the principal.

4) This agreement may be amended or cancelled only upon written agreement of both the County and the Employee.

5) If reimbursement is not made in accordance with this agreement, the Employee understands that the County, at its option, may seek the Employee's decertification as an Iowa Law Enforcement Officer, pursuant to Iowa Code 80B.11(7) (1997).

6) **Purpose.** This agreement is for the purpose of bona fide employment and not for the purpose of achieving certification for the officer by way of "sponsorship" through the Academy.

EXHIBIT "A"

The following is an itemized list of expenses required to send an officer to thirteen weeks of certified law enforcement training at the Iowa Law Enforcement Academy:

I.	ILEA Tuition	\$6,650.00
	Meal Costs	\$1,925.00
	Defensive Tactics/PT Uniforms	\$230.00
	Pursuit Intervention Training	\$225.00
	Total	\$9030.00

Additional reimbursement for issued equipment such as body armor, uniforms etc may also apply and may be added to the total cost.

Dated at Newton, Iowa on this 28th day or July, 2022.



Signature of Employee

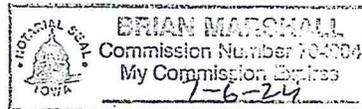
State of Iowa

County of Jasper

The foregoing instrument was acknowledged before me in my presence on this

26th day of July, 2022 by 
(Name of Employee)

who has been hired as a Jasper County Sheriff's Deputy.

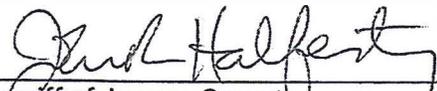


Brian Marshall

Notary Public

Accepted by:

County of Jasper, Iowa


Sheriff of Jasper County

Date: 07-27-22

Chairman, Board of Supervisors

Date: _____

Attest, Jasper County Auditor
Dennis Parrott

Date: _____

RESOLUTION NO. _____

RESOLUTION APPROVING DER EICHENWALD SUBDIVISION

WHEREAS there has been presented to the Jasper County, Iowa Board of Supervisors a plat of certain property located in Jasper County, said plat being designated as **DER EICHENWALD SUBDIVISION** and certified by Richard R. Nowotny PLS with MMS Consultants.

WHEREAS the property covered by said plat is legally described as follows:

A PORTION OF THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 80 NORTH, RANGE 17 WEST OF THE 5TH PRINCIPAL MERIDIAN, JASPER COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 80 NORTH, RANGE 17 WEST OF THE 5TH PRINCIPAL MERIDIAN, JASPER COUNTY, IOWA; THENCE N00°31'28"E, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 13, A DISTANCE OF 918.00 FEET; THENCE N90°00'00"E, 130.00 FEET; THENCE S65°58'28"E, 773.46 FEET; THENCE S60°49'47"E, 190.99 FEET; THENCE N88°52'30"E, 368.00 FEET TO THE MOST NORTHERLY CORNER OF PARCEL "D", JASPER COUNTY, IOWA, ACCORDING TO THE PLAT RECORDED IN (OR AS) FILE:2021-00009460 IN THE RECORDS OF THE JASPER COUNTY RECORDER'S OFFICE; THENCE S42°04'06"E, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL "D", 286.47 FEET; THENCE S66°16'11"E, 62.37 FEET; THENCE N88°52'33"E, 211.00 FEET; THENCE S31°57'48"E, 177.91 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 6; THENCE S00°12'59"W, 94.69 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 13; THENCE S88°52'33"W, ALONG SAID SOUTH LINE, 1933.74 FEET TO THE **POINT OF BEGINNING**, CONTAINING 24.79 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ACCESS EASEMENT

THE SOUTH 30 FEET OF THE NON-ROAD RIGHT-OF-WAY PORTION OF PARCEL "D" AND THE EAST 100 FEET OF THE SOUTH 30 FEET OF THE TRACT OF LAND (NOW LOT 2) WEST OF SAID PARCEL "D", CONTAINING 0.28 ACRE (12,019 SQUARE FEET).

WHEREAS the plat in all respects conforms to the laws and regulations covering the same.

NOW THEREFORE be it resolved that the plat designated **DER EICHENWALD SUBDIVISION** of the above-described property be and the same is hereby approved. The chairman of the board is hereby directed to certify a copy of this Resolution and affix the same to the plat for filing in the office of the Jasper County Recorder.

Approved this _____ day of _____, 2022

Auditor

Chairman

I, Brandon Talsma, chairman of the Jasper County Board of Supervisors, do hereby certify that the Resolution hereinabove set out is a true and correct copy of a Resolution approved and adopted by the Jasper County Board of Supervisors on the _____ day of _____, 2022 whereby said board accepted and approved the plat of DER EICHENWALD SUBDIVISION.

IN WITNESS WHEREOF, I hereto affix my hand and the seal of Jasper County, Iowa, this _____ day of _____, 2022.

Notary

**APPROVAL OF SUBDIVISION PLAT NAME
BY JASPER COUNTY AUDITOR**

Date: 9/1/2022

The Jasper County Auditor's Office has reviewed the final plat of:

DER EICHENWALD SUBDIVISION

Pursuant to Iowa Code §354.6(2) and §354.11(A-F), we approve of the subdivision name or title and have no objections to this subdivision plat being recorded.

Signed *Lynna K. Yuhie*
Real Estate Clerk- Jasper County, Iowa

Signed *Deanna Faust*
Auditor of Jasper County, Iowa



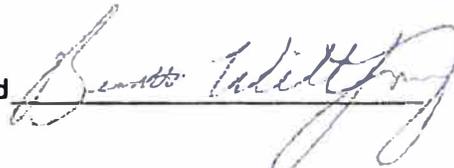
JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division
315 W 3-St N ~ Suite 150 Newton, IA 50208 ph.: 641-792-3084

S-2022-004

A subdivision request has been made to Jasper County Community Development for the Der Eichenwald Subdivision located the following parcels: 1013400001, 1013400002, 1013400011 and 1013400012.

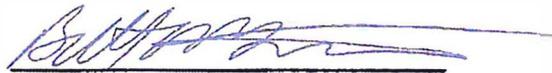
Signed  Date 8/16/22

Jasper County Zoning Commission recommends that this subdivision request be not be granted.
X Aye ___ Nay


Chairperson Jasper County Zoning Commission

State of Iowa, Jasper County

On this 31 day of August, before me Brett Jennings, a Notary Public in and for the State of Iowa, appeared Jeremy Flores to me personally known to be the chairperson of Jasper County Board of Adjustment and that said Variance Request was signed by him/her on behalf of said Jasper County Board of Adjustment. Witness my hand and Notary Seal the day and year above written.


Notary in and for the State of Iowa

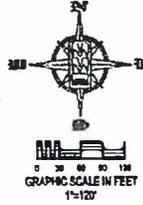


FINAL PLAT
"DER EICHENWALD" SUBDIVISION
JASPER COUNTY, IOWA

PLAT PREPARED BY:
MMS CONSULTANTS INC.
 1917 E. GILBERT STREET
 IOWA CITY, IA 52240

OWNER(S)/SUBDIVIDERS:
PATRICIA A. WILTFANG
 (SEE INDEXED LEGEND)
 15272 MAY 6 E
 GRINNELL, IOWA 50112

OWNER'S ATTORNEY:
DON SCHILD
 SCHILD LAW OFFICE
 P.O. BOX 268
 GRINNELL, IOWA 50112



- NOTES:
- ALL BEARINGS ARE BASED ON ZONE 9 OF THE IOWA REGIONAL COORDINATE SYSTEM (NAD83) LIBRARY CALCULATION. ALL DISTANCES SHOWN ON THE PLAT ARE HORIZONTAL. DISTANCES MEASURED BY SURVEY FOR LOT 2, LOT 3 AND LOT 4 ACCESS TO U.S. HIGHWAY NO. 6.
 - SEE THE HATCHED DOT AREA DELINEATING AN ACCESS EASEMENT BY USAGE FOR LOT 2, LOT 3 AND LOT 4 ACCESS TO U.S. HIGHWAY NO. 6.
 - DEBORAH WILTFANG CALLED THE HOME PLACE "DER EICHENWALD" WHICH TRANSLATES TO "THE OAK FOREST"

PREPARED BY AND UNDER THE SUPERVISION OF: DON SCHILD, REG. SURV. 110, IOWA. DATE: 06/22/22. FILE: 2021-00009481

DESCRIPTION

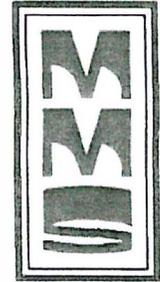
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ACCESS EASEMENT

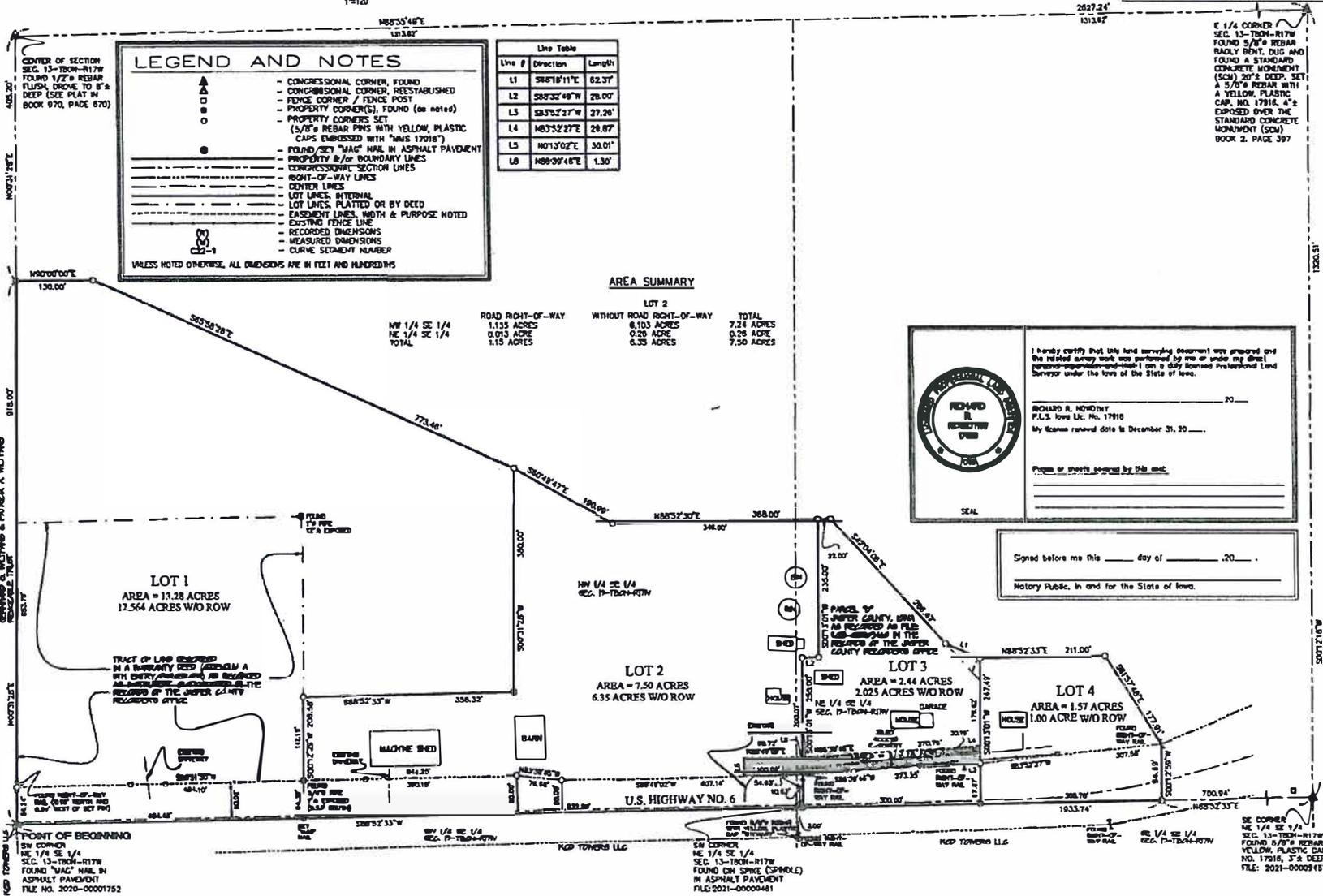
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LOCATION	A PORTION OF THE N 1/2 OF THE SE 1/4 OF SEC. 13-T80N-R17W OF THE 5TH P.M., JASPER COUNTY, IOWA
LAND SURVEYOR, INCLUDING FIRM OR ORGANIZATION	EDWARD R. HODDINOT, P.L.S. MMS CONSULTANTS, INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282
SURVEY REQUESTED BY	BOHEMY WILTFANG
PROPRIETORS OR OWNERS:	DEBORAH A. WILTFANG AND PATRICIA A. WILTFANG REVOCABLE TRUST AND EDWERT C. WILTFANG AND KELSEY R. LARSEN
DATES OF THE SURVEY	JUNE 1 AND JULY 1, 2022
DOCUMENT RETURN INFORMATION	
LAND SURVEYOR	



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS
 1917 E. GILBERT ST.
 IOWA CITY, IOWA 52240
 (319) 351-8282
www.mmsconsultants.net

Date	Revision
6/22/22	REVISED LOT 4 AND DESCRIPTION



LEGEND AND NOTES

- ▲ CONGRESSIONAL CORNER, FOUND
- CONGRESSIONAL CORNER, REESTABLISHED
- FENCE CORNER / FENCE POST
- PROPERTY CORNER(S), FOUND (as noted)
- PROPERTY CORNERS SET (5/8" REBAR PINS WITH YELLOW PLASTIC CAPS EMBOSSED WITH "MMS 17918")
- FOUND SET "MMS" MARK IN ASPHALT PAVEMENT
- PROPERTY &/or BOUNDARY LINES
- CONGRESSIONAL SECTION LINES
- RIGHT-OF-WAY LINES
- COVER LINES
- LOT LINES, INTERNAL
- LOT LINES, PLATTED OR BY DEED
- EASEMENT LINES, WIDTH & PURPOSE NOTED
- EXISTING FENCE LINE
- RECORDED DIMENSIONS
- MEASURED DIMENSIONS
- CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDS

Line Table

Line #	Direction	Length
L1	S84°18'11"E	62.37'
L2	S85°32'49"W	78.00'
L3	S83°52'27"W	27.26'
L4	N63°52'27"E	28.87'
L5	N01°3'02"E	50.01'
L6	N89°39'46"E	1.30'

AREA SUMMARY

	LOT 2	TOTAL
WITHOUT ROAD RIGHT-OF-WAY	6.103 ACRES	7.24 ACRES
WITH ROAD RIGHT-OF-WAY	0.20 ACRES	0.28 ACRES
	6.35 ACRES	7.50 ACRES

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct general supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

EDWARD R. HODDINOT, P.L.S. Iowa Lic. No. 17918
 My license renewal date is December 31, 20...
 Pages or sheets covered by this seal: _____

Signed before me this _____ day of _____, 20...
 Notary Public, in and for the State of Iowa.

FINAL PLAT
"DER EICHENWALD"
SUBDIVISION

A PORTION OF THE
 N 1/2 OF THE SE 1/4
 OF SEC. 13-T80N-R17W
 OF THE 5TH P.M.,
 JASPER COUNTY,
 IOWA

MMS CONSULTANTS, INC.
 Date: **7/6/2022**
 Surveyed by: **RRN** Field Book No: **1339**
 Drawn by: **MAB** Scale: **1"=30'**
 Checked by: **RRN** Sheet No: _____
 Project No: **1**
10958-002 of 1

DESCRIPTION

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ACCESS EASEMENT

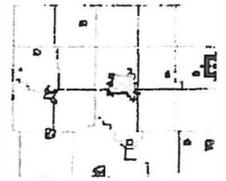
THE SOUTH 30 FEET OF THE NON-ROAD RIGHT-OF-WAY PORTION OF PARCEL "D" AND THE EAST 100 FEET OF THE SOUTH 30 FEET OF THE TRACT OF LAND (NOW LOT 2) WEST OF SAID PARCEL "D", CONTAINING 0.28 ACRE (12,019 SQUARE FEET).



Jasper County, IA



Overview



Legend

- Parcels**
- Parcel
- BLL
- Corporate Limits
- Political Township**
- Roads**
- Local
- Primary Highway
- Secondary Highway
- Other

Parcel ID	1013400002	Alternate ID	020600	Owner Address	WILTFANG, BERNHARD G & PATRICIA A REVOCABLE TRUST
Sec/Twp/Rng	13-80-17	Class	R		15272 HWY 6 E
Property Address	15272 HWY 6 E	Acreage	5		GRINNELL, IA 50112
	GRINNELL				
District	RCGN8				
Brief Tax Description	SECTION:13 TOWNSHIP:80 RANGE:17450' X 484' BEG 64.2' NORTH OF SW COR NWSE				
	(Note: Not to be used on legal documents)				

Jasper County Data Disclaimer

Please Read Carefully

This Jasper County Geographical Information System product contains information from publicly available sources that are subject to constant change. Jasper County makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of this product, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.

The information presented in this product does not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use. All drawing components (lines, curves, points, etc.) are created as a representation and should not be construed as actual.

Date created: 8/5/2022

Last Data Uploaded: 8/4/2022 7:20:50 PM

Developed by Schneider
GEO SPATIAL

Jasper County Civil Service Commission

Pat Wallace, Chairman
Leland Groves
Arie Scholten

On Aug 27, 2022 the Jasper County Sherriff's Office conducted written, physical testing and oral interviews for potential candidates for an open positions of Deputy Sherriff.

Two applicants successfully passed all of the testing components and is deemed certified as eligible for hiring by the JCCSC.

The two individuals are:

Kyle Letendre
Tanner Jones

Respectfully Submitted,

Pat Wallace, Chairman
JCCSC

FILED
2022 AUG 30 AM 10:05
DENNIS H. LAIROTTI
JASPER COUNTY AUDITOR

Prepared by and Return to: Jasper County Highway Department, 910 N 11th Ave E, Newton, IA 50208
Permanent Easement for Public Highway
Parcel No. 1111100002

For the consideration of Eight Thousand and 00/100 ----- (8,000.00)-----DOLLARS and other valuable consideration in hand paid by Jasper County, Iowa, Duane and Marcia Bruxvoort, of Jasper County, State of Iowa, do hereby grant to Jasper County, Iowa a permanent construction easement for road purposes and for use as a Public Highway in, to, on, over and across real estate in Jasper County, Iowa.

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

Permanent Easement:

PERMANENT EASEMENT PARCEL NO. 1

That part of the Northwest Quarter of the Northwest Quarter of Section 11, Township 79 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Northwest Corner of said Section 11;
thence on an assumed bearing South 89 degrees 55 minutes 44 seconds East 874.09 feet along the north line of said Northwest Quarter of the Northwest Quarter to the point of beginning;
thence South 89 degrees 55 minutes 44 seconds East 133.66 feet along said north line;
thence South 00 degrees 23 minutes 43 seconds East 90.00 feet to the present right of way line of a Jasper County Highway;
thence South 29 degrees 00 minutes 49 seconds West 68.93 feet;
thence South 51 degrees 58 minutes 25 seconds West 164.79 feet to the present right of way line of a Jasper County Highway;
thence North 67 degrees 21 minutes 37 seconds West 33.00 feet;
thence North 21 degrees 54 minutes 51 seconds East 160.88 feet;
thence North 00 degrees 23 minutes 43 seconds West 90.00 feet to the point of beginning;

Said tract contains 0.64 acres and is subject to a Jasper County Highway Easement over the northerly and westerly 0.41 acres thereof.

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

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

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

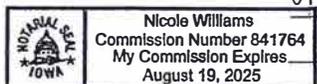
Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated August 29, 20 22 (SIGN IN INK)
Duane Bruxvoort Marcia Bruxvoort

STATE OF Iowa, COUNTY OF Jasper, ss:

On this 29 day of August, 20 22, before me, the undersigned, a Notary Public in and for said state, personally appeared Duane & Marcia Bruxvoort to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Nicole Williams (Sign in Ink)
Nicole Williams (Print/Type Name)
Notary Public in and for the State



Jasper County Project Number: BRS-C050(116)--60-50

Jasper County Board of Supervisor - Chair Brandon Talsma Jasper County Auditor - Dennis Parrott

Date: _____ Date: _____

INDEX LEGEND

COUNTY: JASPER
SECTION: 11, T-79N, R-21W, NW 1/4 OF THE NW 1/4

SURVEY FOR: Jasper County Engineer, Newton, IA
OWNERS: Duane and Marcla Bruxvoort, Colfax, IA

SURVEYOR & SURVEY COMPANY:
Jason S. Lowry, P.L.S.
Lowry Land Services, L.L.C.
752 Diamond Trail Rd., Searsboro, Iowa 50242

PREPARED BY AND RETURN TO:
Jason S. Lowry, P.L.S.
752 Diamond Trail Rd., Searsboro, Iowa 50242
(641) 521-1160, lowrylandservices@gmail.com

RIGHT OF WAY ACQUISITION PLAT - PARCEL 1
NW 1/4 of the NW 1/4, SEC. 11, T-79N, R-21W,
JASPER COUNTY, IOWA

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

DESCRIPTION OF PARCEL - 1

That part of the Northwest Quarter of the Northwest Quarter of Section 11, Township 79 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Northwest Corner of said Section 11;
thence on an assumed bearing South 89 degrees 55 minutes 44 seconds East 874.09 feet along the north line of said Northwest Quarter of the Northwest Quarter to the point of beginning;
thence South 89 degrees 55 minutes 44 seconds East 133.66 feet along said north line;
thence South 00 degrees 23 minutes 43 seconds East 90.00 feet to the present right of way line of a Jasper County Highway;
thence South 29 degrees 00 minutes 49 seconds West 68.93 feet;
thence South 51 degrees 58 minutes 25 seconds West 164.79 feet to the present right of way line of a Jasper County Highway;
thence North 67 degrees 21 minutes 37 seconds West 33.00 feet;
thence North 21 degrees 54 minutes 51 seconds East 160.88 feet;
thence North 00 degrees 23 minutes 43 seconds West 90.00 feet to the point of beginning;

Said tract contains 0.64 acres and is subject to a Jasper County Highway Easement over the northerly and westerly 0.41 acres thereof.

MEASURED DISTANCE/BEARING - (M)
RECORDED DISTANCE/BEARING - (R)

MONUMENTS

- ▲ - found sec. cor. (pipe, stone, etc.)
- - set - 5/8" x 18" rebar with pink plastic cap P.L.S. 22291
- - no monument found or set
- - found lot cor.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

My license renewal date is 12/31/2023

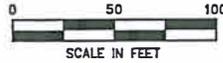
Pages covered by this seal: 1 - 2

PRELIMINARY PLAT FOR REVIEW

Jason S. Lowry Iowa Lic. No. 22291 Date

LOWRY LAND SERVICES, L.L.C. 752 DIAMOND TRAIL RD., SEARSBORO, IOWA 50242, 641-521-1160

RIGHT OF WAY ACQUISITION PLAT - PARCEL 1
 NW 1/4 of the NW 1/4, SEC. 11, T-79N, R-21W,
 JASPER COUNTY, IOWA



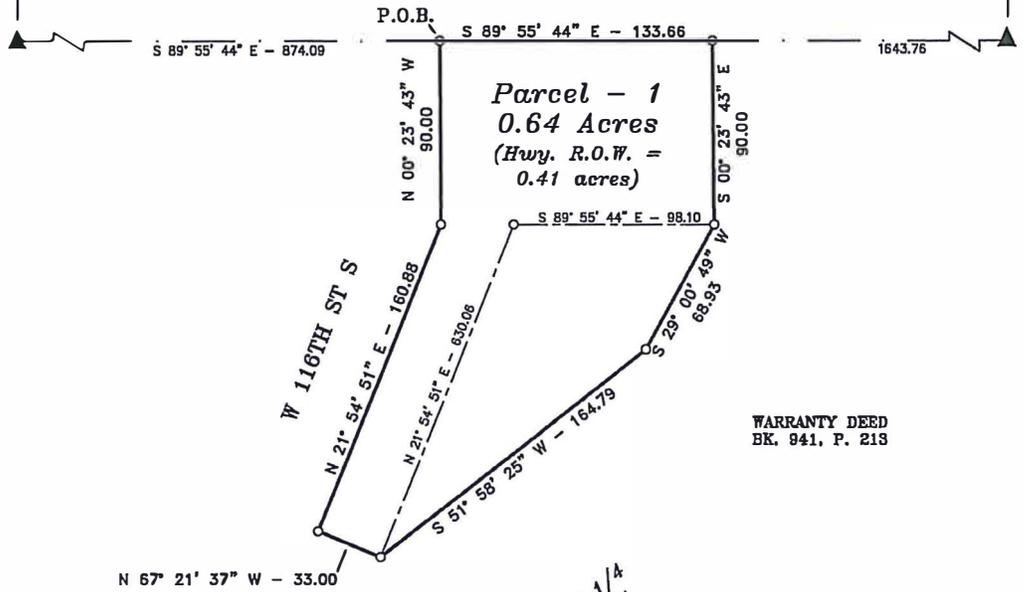
----- Present Jasper Co. Right-of-Way Line

NW COR.
 SEC. 11.
 Found
 concrete
 monument.
 P.O.C.

SEC. COR. TO SEC. COR. = S 89° 55' 44" E - 2851.51

NE COR.
 of the
 NW 1/4,
 SEC. 11.
 Found PK
 nail in
 asphalt
 pavement.

HWY. F-4B W



WARRANTY DEED
 BK. 941, P. 213

NW 1/4
 NW 1/4

AREA OF PARCEL 1	
NW 1/4 NW 1/4 SEC. 11	= 0.23 Acres
PLUS PRESENT RIGHT OF WAY	= 0.41 Acres
TOTAL ACREAGE OF RIGHT OF WAY	= 0.64 Acres

Prepared by and Return to: Jasper County Highway Department, 910 N 11th Ave E, Newton, IA 50208
Temporary Construction Easement for Public Highway
Parcel No. 1111100002

For the consideration of Six and 00/100 -----(6.00)-----DOLLARS and other valuable consideration in hand paid by Jasper County, Iowa, Duane and Marcia Bruxvoort, of Jasper County, State of Iowa, do hereby grant to Jasper County, Iowa a temporary construction easement for road purposes and for use as a Public Highway in, to, on, over and across real estate in Jasper County, Iowa.

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

Temporary Construction Easement:

TEMPORARY CONSTRUCTION EASEMENT PARCEL NO. 3

That part of the Northwest Quarter of the Northwest Quarter of Section 11, Township 79 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Northwest Corner of said Section 11;
thence on an assumed bearing South 89 degrees 55 minutes 44 seconds East 352.79 feet along the north line of said Northwest Quarter of the Northwest Quarter;
thence South 00 degrees 00 minutes 00 seconds East 232.09 feet to the point of beginning;
thence South 22 degrees 00 minutes 24 seconds West 112.97 feet;
thence North 67 degrees 59 minutes 36 seconds West 17.12 feet to the present right of way line of a Jasper County Highway;
thence North 22 degrees 41 minutes 04 seconds East 85.02 feet along said present right of way line;
thence North 51 degrees 58 minutes 23 seconds East 32.27 feet to the point of beginning:

Said tract contains 0.04 acres.

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

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

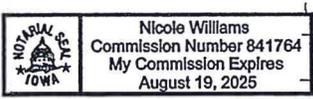
Grantors do hereby covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple, that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated;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

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

Dated August 29, 20 22 (SIGN IN INK)
Duane Bruxvoort Marcia Bruxvoort

STATE OF Iowa, COUNTY OF Jasper .ss:

On this 29th day of August, 20 22, before me, the undersigned, a Notary Public in and for said state, personally appeared Duane & Marcia Bruxvoort to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Nicole Williams (Sign in Ink)
Nicole Williams (Print/Type Name)
Notary Public in and for the State

Jasper County Project Number: BRS-C050(116)—60-50

Jasper County Board of Supervisor - Chair
Brandon Talsma

Jasper County Auditor - Dennis Parrott

Date: _____

Date: _____

INDEX LEGEND

COUNTY: JASPER
SECTION: 11, T-79N, R-21W, NW 1/4 OF THE NW 1/4

SURVEY FOR: Jasper County Engineer, Newton, IA
OWNERS: Duane & Marcia Bruxvoort, Colfax, IA

SURVEYOR & SURVEY COMPANY:
Jason S. Lowry, P.L.S.
Lowry Land Services, L.L.C.
752 Diamond Trail Rd., Searsboro, Iowa 50242

PREPARED BY AND RETURN TO:
Jason S. Lowry, P.L.S.
752 Diamond Trail Rd., Searsboro, Iowa 50242
(641) 521-1160, lowrylandservices@gmail.com

TEMPORARY CONSTRUCTION EASEMENT - PARCEL 3
NW 1/4 of the NW 1/4, SEC. 11, T-79N, R-21W,
JASPER COUNTY, IOWA

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

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT PARCEL - 3

That part of the Northwest Quarter of the Northwest Quarter of Section 11, Township 79 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Northwest Corner of said Section 11;
thence on an assumed bearing South 89 degrees 55 minutes 44 seconds East 352.79 feet along the north line of said Northwest Quarter of the Northwest Quarter;
thence South 00 degrees 00 minutes 00 seconds East 232.09 feet to the point of beginning;
thence South 22 degrees 00 minutes 24 seconds West 112.97 feet;
thence North 67 degrees 59 minutes 36 seconds West 17.12 feet to the present right of way line of a Jasper County Highway;
thence North 22 degrees 41 minutes 04 seconds East 85.02 feet along said present right of way line;
thence North 51 degrees 58 minutes 23 seconds East 32.27 feet to the point of beginning;

Said tract contains 0.04 acres.

MEASURED DISTANCE/BEARING - (M)
RECORDED DISTANCE/BEARING - (R)

MONUMENTS

- A - found sec. cor. (pipe, stone, etc.)
- o set - 5/8" x 18" rebar with pink plastic cap P.L.S. 22291
- O - no monument found or set
- u - found lot cor.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

My license renewal date is 12/31/2023

Pages covered by this seal: 1 - 2

PRELIMINARY EASEMENT FOR REVIEW

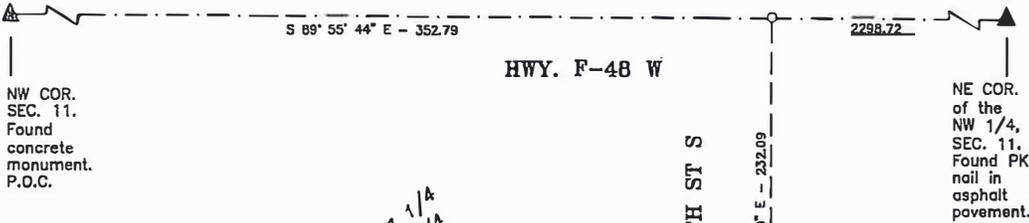
Jason S. Lowry Iowa Lic. No. 22291 Date

LOWRY LAND SERVICES, L.L.C. 752 DIAMOND TRAIL RD., SEARSBORO, IOWA 50242, 641-521-1160

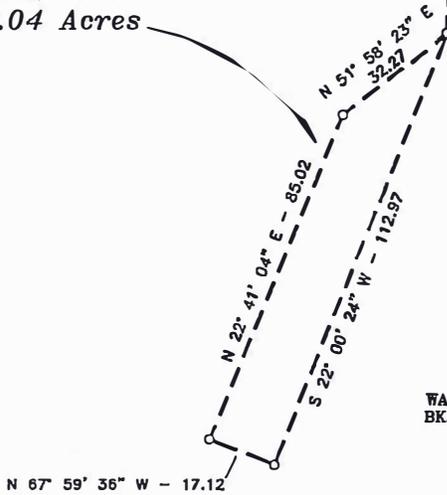
TEMPORARY CONSTRUCTION EASEMENT - PARCEL 3
 NW 1/4 of the NW 1/4, SEC. 11, T-79N, R-21W,
 JASPER COUNTY, IOWA



SEC. COR. TO SEC. COR. = S 89° 55' 44" E - 2651.51



*Temporary Construction Easement
 Parcel 3
 0.04 Acres*



WARRANTY DEED
 BK. 941, P. 219

**MEMORANDUM OF UNDERSTANDING BETWEEN JASPER COUNTY,
IOWA AND DUANE AND MARCIA BRUXVOORT, CONCERNING
INSTALLATION AND FUTURE MAINTENCE OF A CULVERT**

1. **PARTIES AND PURPOSE.** This Memorandum of Understanding is between Jasper County, Iowa, (“Jasper County”) and Duane and Marcia Bruxvoort (“the Bruxvoorts”). The purpose of this Memorandum of Understanding is to address details of a culvert extension project within Jasper County that is connected to the property owned by the Bruxvoort’s.
2. **TERM OF MEMORANDUM OF UNDERSTANDING.** This Memorandum of Understanding is effective upon the date of its signing, and it shall be perpetual unless otherwise noted hereafter.
3. **JASPER COUNTY DUTIES AND OBLIGATIONS.** Upon the mutual acceptance of this agreement, Jasper County shall pay for and implement a plan to extend and/or replace the culvert associated with the driveway of the Bruxvoort’s property at 11289 Hwy F-48 W Colfax, Iowa, which connects with Jasper County Highway F-48 W. Jasper County agrees to extend and/or replace the culvert in accordance with reasonable construction standards with similar situated projects.
4. **THE BRUXVOORT’S DUTIES AND OBLIGATIONS.** Upon the mutual acceptance and upon the completion of the culvert extension, the Bruxvoorts are agreeing to assume full responsibility for culvert. Upon the completion of the culvert extension, the Bruxvoorts shall fully indemnify, hold harmless and defend Jasper County from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney’s fees and costs), whether or not involving a third-party claim, which arises out of or relates to any act or omission of the Bruxvoorts related to the culvert.
5. **REMEDIES OF THE PARTIES.** Jasper County and the Bruxvoorts are entitled to utilize any and all remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain a judgment for costs and reasonable attorney fees. However, prior to any actions at law or in equity, the parties shall make a good faith effort to work with each other on a solution.
6. **MODIFICATION OF MEMORANDUM OF UNDERSTANDING.** This Memorandum of Understanding may be modified by written agreement between the parties.

(SIGNATURE LINES ON PAGE 2)

JASPER COUNTY

Brandon Talsma, Chairman
Jasper County Board of Supervisors

DUANE AND MARCIA BRUXVOORT


Duane Bruxvoort


Marcia Bruxvoort

ATTEST:

Dennis Parrott, Auditor
Jasper County, Iowa

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

August 22, 2022

To: Country View Investments LLC
8061 N 19th Ave W
Colfax IA 50054

Re: Bridge Project Temporary Construction Easement

To Whom it May Concern:

The bridge on Highway F-48 West over Squaw Creek west of W 116th St S is programmed for replacement. The construction limits will temporarily extend beyond the existing right-of-way line. Hence the need to purchase temporary easement. The following are provided with this letter:

1. Temporary Construction Easement Location Map
2. Temporary Construction Easement Plat – Parcel 1
3. Temporary Construction Easement for Public Highway
4. Compensation Estimate

Please sign the Temporary Construction Easement document as indicated before a notary. Please return the executed documents in the enclosed envelope. Feel free to contact me at 641-521-6018 or email me at mfrietsch@jasperia.org with any questions or concerns.

Sincerely,

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

Attachments

Prepared by and Return to: Jasper County Highway Department, 910 N 11th Ave E, Newton, IA 50208
Temporary Construction Easement for Public Highway
Parcel No. 1102300011

For the consideration of Six and 00/100 -----(6.00)-----DOLLARS and other valuable consideration in hand paid by Jasper County, Iowa, Country View Investments LLC, of Jasper County, State of Iowa, do hereby grant to Jasper County, Iowa a temporary construction easement for road purposes and for use as a Public Highway in, to, on, over and across real estate in Jasper County, Iowa.

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

Temporary Construction Easement:

TEMPORARY CONSTRUCTION EASEMENT PARCEL NO. 1

That part of Parcel "B" as recorded in Book 1153, Page 178 in the Jasper County, Iowa, Recorder's Office, in the Southwest Quarter of the Southwest Quarter of Section 2, Township 79 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Southwest Corner of said Section 2;
thence on an assumed bearing South 89 degrees 55 minutes 44 seconds East 322.62 feet along the south line of said Southwest Quarter of the Southwest Quarter;
thence North 00 degrees 00 minutes 00 seconds West 66.00 feet the present northerly right of way line of a Jasper County Highway and to the southerly right of way line of an Iowa Interstate Railroad to the point of beginning;
thence North 73 degrees 45 minutes 39 seconds East 106.11 feet along said southerly railroad right of way line;
thence South 41 degrees 54 minutes 23 seconds East 40.10 feet to said northerly highway right of way line;
thence South 89 degrees 55 minutes 44 seconds West 128.67 feet along said northerly line to the point of beginning;

Said tract contains 0.04 acres.

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

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

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

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

Dated 23 Aug., 20 22 (SIGN IN INK)
Amelia P. Brown Amelia P. Brown

STATE OF Iowa COUNTY OF Jasper SS:
On this 23rd day of August, 20 22, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Michael J. Brown (Sign in Ink)
Michael J. Brown (Print/Type Name)
Notary Public in and for the State



Jasper County Project Number: BRS-C050(116)—60-50

Jasper County Board of Supervisor
Chair - Brandon Talsma

Attest: Jasper County Auditor
Dennis Parrott

Date: _____

Date: _____

COMPENSATION ESTIMATE

Parcel ID Number: 1102300011
Project Number: BRS-C050(116)--60-50
County: Jasper
Owner(s) of Record: Country View Investments LLC

Owner's Mailing Address: 8061 N 19th Ave W
Colfax IA 50054

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

Land to be acquired:	Fee Title	0.00 acres @	= \$	-
	Permanent Easement	0.00 acres @	= \$	-
	Temporary Construction Easement	0.04 acres @ \$ 150.00	= \$	6.00
	Fence	0.00 rods @	= \$	-

Other considerations:

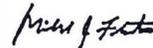
TOTAL ESTIMATE:

\$ 6.00

Certification:

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

Signed:



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

Date of Estimate:

8/22/2022

INDEX LEGEND

COUNTY: JASPER
SECTION: 2, T-79N, R-21W, SW 1/4 OF THE SW 1/4

SURVEY FOR: Jasper County Engineer, Newton, IA
OWNERS: Country View Investments, LLC, Colfax, IA

SURVEYOR & SURVEY COMPANY:
Jason S. Lowry, P.L.S.
Lowry Land Services, L.L.C.
752 Diamond Trail Rd., Searsboro, Iowa 50242

PREPARED BY AND RETURN TO:
Jason S. Lowry, P.L.S.
752 Diamond Trail Rd., Searsboro, Iowa 50242
(641) 521-1160, lowrylandservices@gmail.com

TEMPORARY CONSTRUCTION EASEMENT – PARCEL 1
SW 1/4 of the SW 1/4, SEC. 2, T-79N, R-21W,
JASPER COUNTY, IOWA

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

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT PARCEL – 1

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thence North 73 degrees 45 minutes 39 seconds East 106.11 feet along said southerly railroad right of way line;
thence South 41 degrees 54 minutes 23 seconds East 40.10 feet to said northerly highway right of way line;
thence South 89 degrees 55 minutes 44 seconds West 128.67 feet along said northerly line to the point of beginning;

Said tract contains 0.04 acres.

MEASURED DISTANCE/BEARING – (M)
RECORDED DISTANCE/BEARING – (R)

MONUMENTS

- ▲ – found sec. cor. (pipe, stone, etc.)
- ◊ set – 5/8" x 18" rebar with pink plastic cap P.L.S. 22291
- – no monument found or set
- – found lot cor.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

My license renewal date is 12/31/2023

Pages covered by this seal: 1 – 2

PRELIMINARY EASEMENT FOR REVIEW

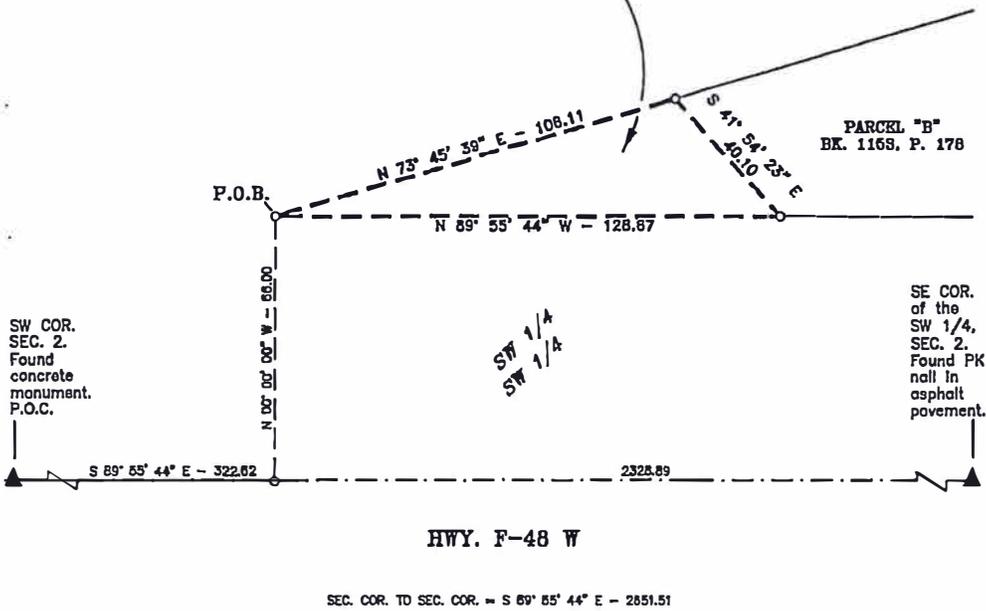
Jason S. Lowry Iowa Lic. No. 22291 Date

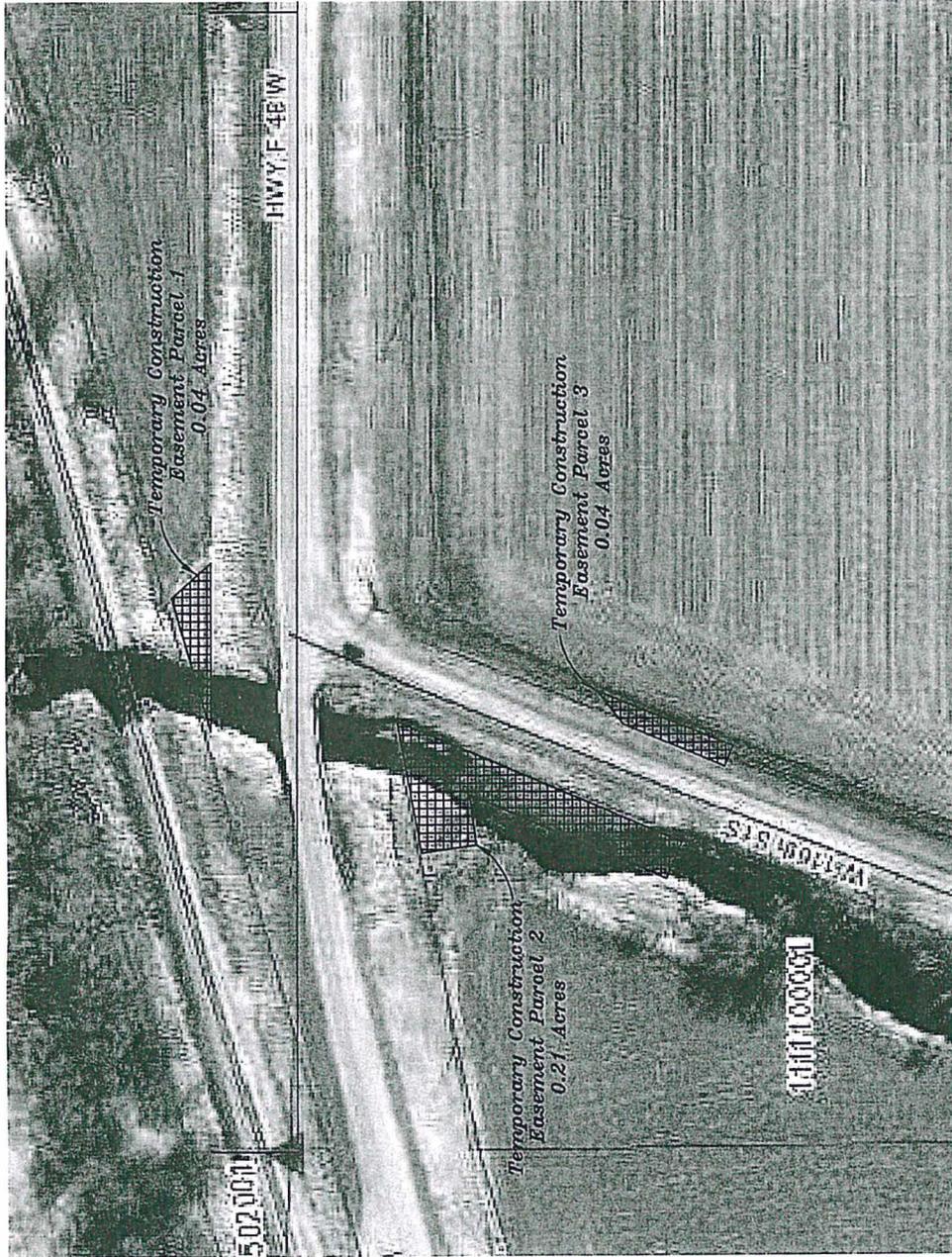
LOWRY LAND SERVICES, L.L.C. 752 DIAMOND TRAIL RD., SEARSBORO, IOWA 50242, 641-521-1160

TEMPORARY CONSTRUCTION EASEMENT - PARCEL 1
 SW 1/4 of the SW 1/4, SEC. 2, T-79N, R-21W,
 JASPER COUNTY, IOWA



Temporary Construction Easement
 Parcel 1
 0.04 Acres





Temporary Construction Easement Parcel 1
0.04 Acres

Temporary Construction Easement Parcel 3
0.04 Acres

Temporary Construction Easement Parcel 2
0.21 Acres

HWY. F 4E W

S 19400 FT. A

S 1000 FT. A

S 1000 FT. A

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 in Attachment "A" 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 306.11 which states "If the proposed vacation is of part of a road right-of-way held by easement and will not change the existing traveled portion of the road or deny access to the road by adjoining land owners, a hearing is not required" a public hearing was not held, since the described portions of the roadway are no longer in the traveled portion and access to properties are maintained.

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:

That portion of West 140th Street North located in Sections 29 and 30, Township 81 North, Range 21 West of the Fifth P.M., Jasper County, Iowa, described as the following parcels:

Parcel – 1

Part of Parcel "B" as recorded in Book 2006, Page 5185 in the Jasper County, Iowa, Recorder's Office, commencing at the southeast corner of said Parcel "B", also being the Southeast Corner of said Section 30; thence on an assumed bearing North 00 degrees 18 minutes 09 seconds East 130.06 feet along the east line of said Southeast Quarter of the Southeast Quarter to the point of beginning; thence North 20 degrees 55 minutes 21 seconds West 118.81 feet; thence North 31 degrees 06 minutes 31 seconds West 134.85 feet to the present right of way line of a Jasper County Highway; thence North 78 degrees 09 minutes 11 seconds East 113.21 feet along said present right of way line to the said east line of said Southeast Quarter of the Southeast Quarter; thence South 00 degrees 18 minutes 09 seconds West 249.67 feet to the point of beginning; Said tract contains 0.29 acres.

Parcel – 2

Commencing at the Southwest Corner of said Section 29; thence on an assumed bearing North 00 degrees 18 minutes 09 seconds East 103.06 feet along the west line of said Southwest Quarter of the Southwest Quarter to the point of beginning; thence North 00 degrees 18 minutes 09 seconds East 249.79 feet to the present northerly right of way line of a Jasper County Highway; thence North 89 degrees 53 minutes 00 seconds East 33.00 feet along said northerly line to the present easterly right of way line of said Jasper County Highway; thence South 00 degrees 18 minutes 09 seconds West 352.73 feet along said easterly line to the south line of said Southwest Quarter of the Southwest Quarter; thence North 18 degrees 03 minutes 29 seconds West 108.21 feet to the point of beginning; Said tract contains 0.23 acres.

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 the owners of record (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 6th day of September 2022.

Doug Cupples
Chairman Board of Supervisors

Brandon Talsma
Board of Supervisors

Dennis Carpenter
Board of Supervisors

ATTEST:

Dennis Parrott
County Auditor

ATTACHMENT A

INDEX LEGEND

COUNTY: JASPER
SECTION: 30, T-81N, R-21W, SE 1/4 OF THE SE 1/4

SURVEY FOR: Jasper County Engineer, Newton, IA
OWNER: Michael W. Birkenholtz, Prairie City, IA

SURVEYOR & SURVEY COMPANY:
Jason S. Lowry, P.L.S.
Lowry Land Services, L.L.C.
752 Diamond Trail Rd., Searsboro, Iowa 50242

PREPARED BY AND RETURN TO:
Jason S. Lowry, P.L.S.
752 Diamond Trail Rd., Searsboro, Iowa 50242
(641) 521-1160, lowrylandservices@gmail.com

RIGHT OF WAY VACATION PLAT - PARCEL 1
SE 1/4 of the SE 1/4, SEC. 30, T-81N, R-21W
JASPER COUNTY, IOWA
(SEE PAGE 2 FOR GRAPHICAL REPRESENTATION OF THIS PLAT OF SURVEY)

DESCRIPTION OF PARCEL - 1

That part of Parcel "B" as recorded in Book 2006, Page 5185 in the Jasper County, Iowa, Recorder's Office located in the Southeast Quarter of the Southeast Quarter of Section 30, Township 81 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the southeast corner of said Parcel "B", also being the Southeast Corner of said Section 30;
thence on an assumed bearing North 00 degrees 18 minutes 09 seconds East 130.06 feet along the east line of said Southeast Quarter of the Southeast Quarter to the point of beginning;
thence North 20 degrees 55 minutes 21 seconds West 118.81 feet;
thence North 31 degrees 06 minutes 31 seconds West 134.85 feet to the present right of way line of a Jasper County Highway;
thence North 78 degrees 09 minutes 11 seconds East 113.21 feet along said present right of way line to the said east line of said Southeast Quarter of the Southeast Quarter;
thence South 00 degrees 18 minutes 09 seconds West 249.67 feet to the point of beginning;

Said tract contains 0.29 acres.

SURVEYOR'S NOTE

The intent of this survey is to vacate the present established Jasper County Highway Easement described.

MEASURED DISTANCE/BEARING - (M)
RECORDED DISTANCE/BEARING - (R)

MONUMENTS

▲ - found sec. cor. (pipe, stone, etc.)

● - set - 5/8" x 18" rebar with pink plastic cap P.L.S. 22291 or Mag nail in pavement

○ - no monument found or set

■ - found lot cor. (5/8" rebar unless otherwise noted)



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

My license renewal date is 12/31/2023

Pages covered by this seal: 1 - 2

LOWRY LAND SERVICES, L.L.C. 752 DIAMOND TRAIL RD., SEARSBORO, IOWA 50242, 641-521-1160

RIGHT OF WAY VACATION PLAT - PARCEL 1
 SE 1/4 of the SE 1/4, SEC. 30, T-81N, R-21W
 JASPER COUNTY, IOWA



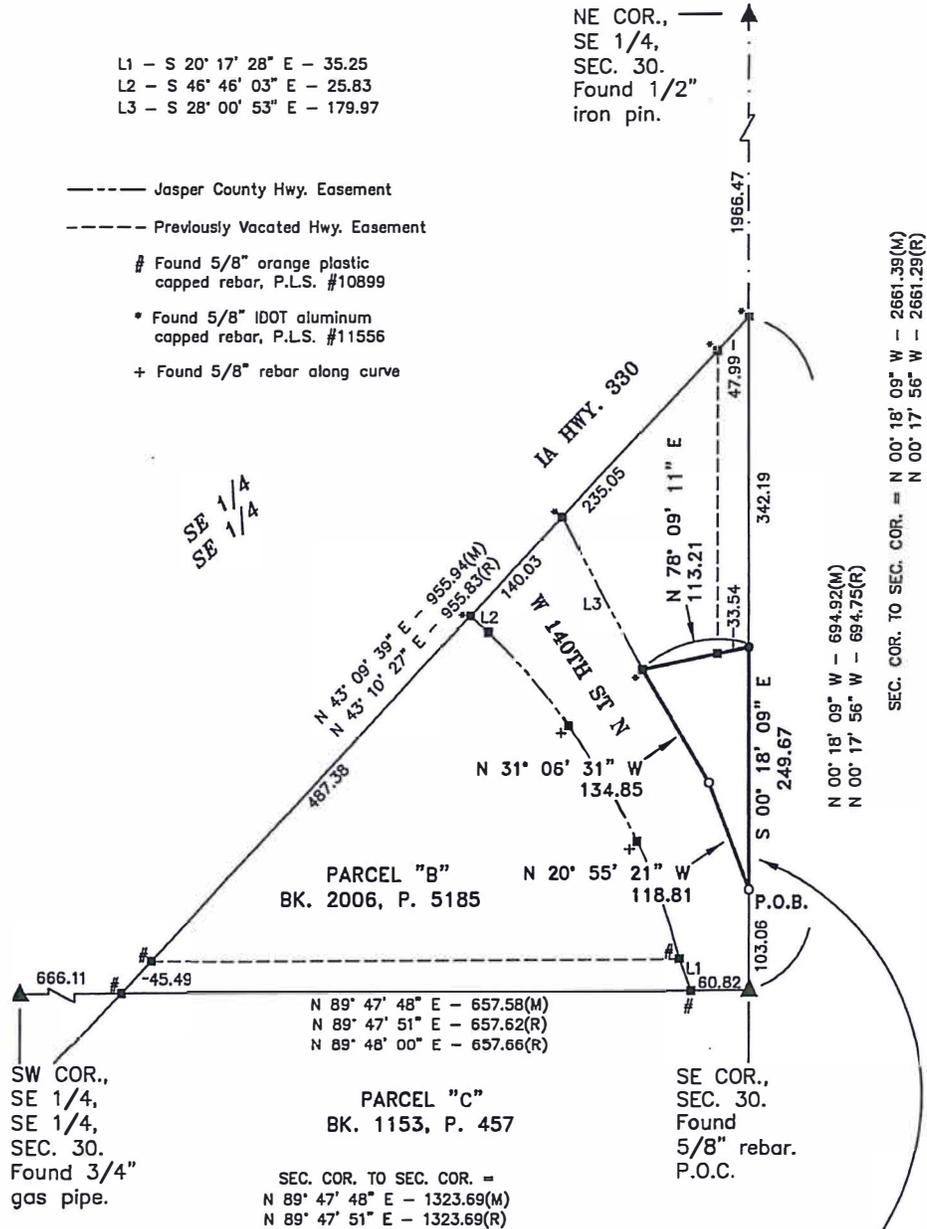
L1 - S 20° 17' 28" E - 35.25
 L2 - S 46° 46' 03" E - 25.83
 L3 - S 28° 00' 53" E - 179.97

NE COR.,
 SE 1/4,
 SEC. 30.
 Found 1/2"
 iron pin.

----- Jasper County Hwy. Easement
 - - - - - Previously Vacated Hwy. Easement

- # Found 5/8" orange plastic capped rebar, P.L.S. #10899
- * Found 5/8" IDOT aluminum capped rebar, P.L.S. #11556
- + Found 5/8" rebar along curve

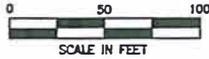
SE 1/4
 SE 1/4



Parcel - 1
0.29 Acres

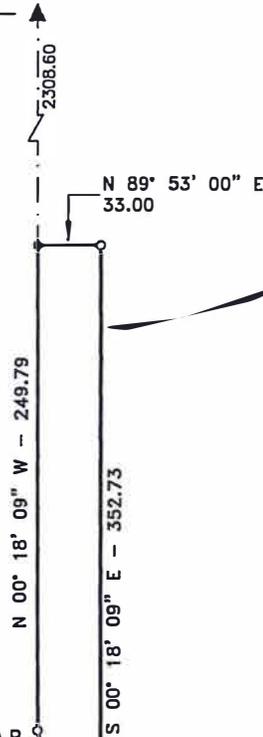
<p style="text-align: center;"><u>INDEX LEGEND</u></p> <p>COUNTY: JASPER SECTION: 29, T-81N, R-21W, SW 1/4 OF THE SW 1/4</p> <p>SURVEY FOR: Jasper County Engineer, Newton, IA OWNERS: DRA Properties, LC, Ankeny, IA</p> <p>SURVEYOR & SURVEY COMPANY: Jason S. Lowry, P.L.S. Lowry Land Services, L.L.C. 752 Diamond Trail Rd., Searsboro, Iowa 50242</p> <p>PREPARED BY AND RETURN TO: Jason S. Lowry, P.L.S. 752 Diamond Trail Rd., Searsboro, Iowa 50242 (641) 521-1160, lowrylandservices@gmail.com</p>		
<p>RIGHT OF WAY VACATION PLAT - PARCEL 2 SW 1/4 of the SW 1/4, SEC. 29, T-81N, R-21W JASPER COUNTY, IOWA</p> <p>(SEE PAGE 2 FOR GRAPHICAL REPRESENTATION OF THIS PLAT OF SURVEY)</p>		
<p><u>DESCRIPTION OF PARCEL - 2</u></p> <p>That part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 81 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:</p> <p>Commencing at the Southwest Corner of said Section 29; thence on an assumed bearing North 00 degrees 18 minutes 09 seconds East 103.06 feet along the west line of said Southwest Quarter of the Southwest Quarter to the point of beginning; thence North 00 degrees 18 minutes 09 seconds East 249.79 feet to the present northerly right of way line of a Jasper County Highway; thence North 89 degrees 53 minutes 00 seconds East 33.00 feet along said northerly line to the present easterly right of way line of said Jasper County Highway; thence South 00 degrees 18 minutes 09 seconds West 352.73 feet along said easterly line to the south line of said Southwest Quarter of the Southwest Quarter; thence North 18 degrees 03 minutes 29 seconds West 108.21 feet to the point of beginning;</p> <p>Said tract contains 0.23 acres.</p> <p><u>SURVEYOR'S NOTE</u></p> <p>The intent of this survey is to vacate the present established Jasper County Highway Easement described.</p>		
<p>MEASURED DISTANCE/BEARING - (M) RECORDED DISTANCE/BEARING - (R)</p> <p><u>MONUMENTS</u></p> <p>▲ - found sec. cor. (pipe, stone, etc.)</p> <p>● - set - 5/8" x 18" rebar with pink plastic cap P.L.S. 22291 or Mag nail in pavement</p> <p>○ - no monument found or set</p> <p>■ - found lat cor. (5/8" rebar unless otherwise noted)</p>		<p>I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.</p> <p>My license renewal date is 12/31/2023</p> <p>Pages covered by this seal: 1 - 2</p>
<p>PRELIMINARY PLAT FOR REVIEW</p> <p>Jason S. Lowry Iowa Lic. No. 22291 Date</p>		
<p>LOWRY LAND SERVICES, L.L.C. 752 DIAMOND TRAIL RD., SEARSBORO, IOWA 50242, 641-521-1160</p>		
PROJ. NO. 5222	DATE OF SURVEY: 06/28/22	PAGE 1

RIGHT OF WAY VACATION PLAT - PARCEL 2
 SW 1/4 of the SW 1/4, SEC. 29, T-81N, R-21W
 JASPER COUNTY, IOWA



NW COR.
 of the
 SW 1/4,
 SEC. 29.
 Found 1/2"
 iron pin.

SEC. COR. TO SEC. COR. = N 00° 18' 09" W - 2661.39(M)
 N 00° 17' 56" W - 2661.29(R)

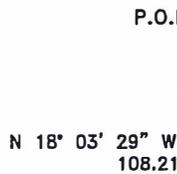


Parcel - 2
0.23 Acres

RETRACEMENT PLAT OF SURVEY
 BK. 2021, P. 9712

SW 1/4
 SW 1/4

PLAT OF SURVEY
 BK. 960, P. 337



W 140TH ST N

SW COR.,
 SEC. 29.
 Found
 5/8" rebar.
 P.O.C.

SEC. COR. TO SEC. COR. =
 N 89° 53' 00" E - 2657.31(M)
 N 89° 59' 00" E - 2657.34(R)

SE COR.
 of the
 SW 1/4,
 SEC. 29.
 Found 1/2"
 yel. plastic
 capped rebar,
 P.L.S. #6586

INDEX LEGEND

COUNTY: JASPER
SECTION: 30, T-81N, R-21W, SE 1/4 OF THE SE 1/4

SURVEY FOR: Jasper County Engineer, Newton, IA
OWNER: Michael W. Birkenholtz, Prairie City, IA

SURVEYOR & SURVEY COMPANY:
Jason S. Lowry, P.L.S.
Lowry Land Services, L.L.C.
752 Diamond Trail Rd., Searsboro, Iowa 50242

PREPARED BY AND RETURN TO:
Jason S. Lowry, P.L.S.
752 Diamond Trail Rd., Searsboro, Iowa 50242
(641) 521-1160, lowrylandservices@gmail.com

RIGHT OF WAY VACATION PLAT – PARCEL 1
SE 1/4 of the SE 1/4, SEC. 30, T-81N, R-21W
JASPER COUNTY, IOWA

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

DESCRIPTION OF PARCEL – 1

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thence on an assumed bearing North 00 degrees 18 minutes 09 seconds East 130.06 feet along the east line of said Southeast Quarter of the Southeast Quarter to the point of beginning;
thence North 20 degrees 55 minutes 21 seconds West 118.81 feet;
thence North 31 degrees 06 minutes 31 seconds West 134.85 feet to the present right of way line of a Jasper County Highway;
thence North 78 degrees 09 minutes 11 seconds East 113.21 feet along said present right of way line to the said east line of said Southeast Quarter of the Southeast Quarter;
thence South 00 degrees 18 minutes 09 seconds West 249.67 feet to the point of beginning;

Said tract contains 0.29 acres.

SURVEYOR'S NOTE

The intent of this survey is to vacate the present established Jasper County Highway Easement described.

MEASURED DISTANCE/BEARING – (M)
RECORDED DISTANCE/BEARING – (R)

MONUMENTS

- ▲ – found sec. cor. (pipe, stone, etc.)
- – set – 5/8" x 18" rebar with pink plastic cap P.L.S. 22291 or Mag nail in pavement
- – no monument found or set
- – found lot cor. (5/8" rebar unless otherwise noted)



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

My license renewal date is 12/31/2023

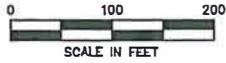
Pages covered by this seal: 1 – 2

PRELIMINARY PLAT FOR REVIEW

Jason S. Lowry Iowa Lic. No. 22291 Date

LOWRY LAND SERVICES, L.L.C. 752 DIAMOND TRAIL RD., SEARSBORO, IOWA 50242, 641-521-1160

RIGHT OF WAY VACATION PLAT - PARCEL 1
SE 1/4 of the SE 1/4, SEC. 30, T-81N, R-21W
JASPER COUNTY, IOWA



- L1 - S 20° 17' 28" E - 35.25
- L2 - S 46° 46' 03" E - 25.83
- L3 - S 28° 00' 53" E - 179.97

NE COR.,
 SE 1/4,
 SEC. 30.
 Found 1/2"
 iron pin.

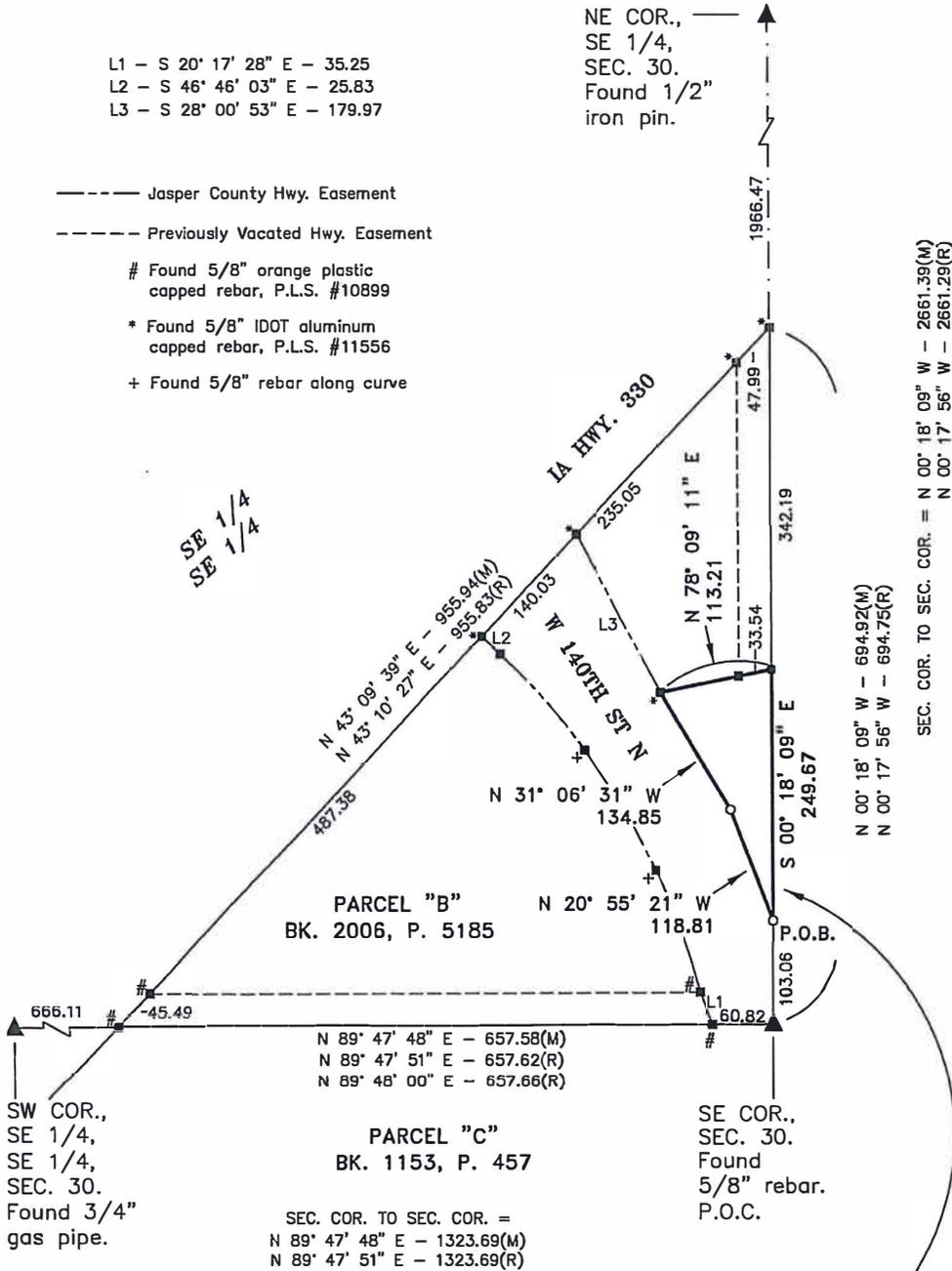
- Jasper County Hwy. Easement
- Previously Vacated Hwy. Easement

Found 5/8" orange plastic capped rebar, P.L.S. #10899

* Found 5/8" IDOT aluminum capped rebar, P.L.S. #11556

+ Found 5/8" rebar along curve

SE 1/4
 SE 1/4



Parcel - 1
0.29 Acres

RIGHT OF WAY VACATION PLAT - PARCEL 1
 SE 1/4 of the SE 1/4, SEC. 30, T-81N, R-21W
 JASPER COUNTY, IOWA



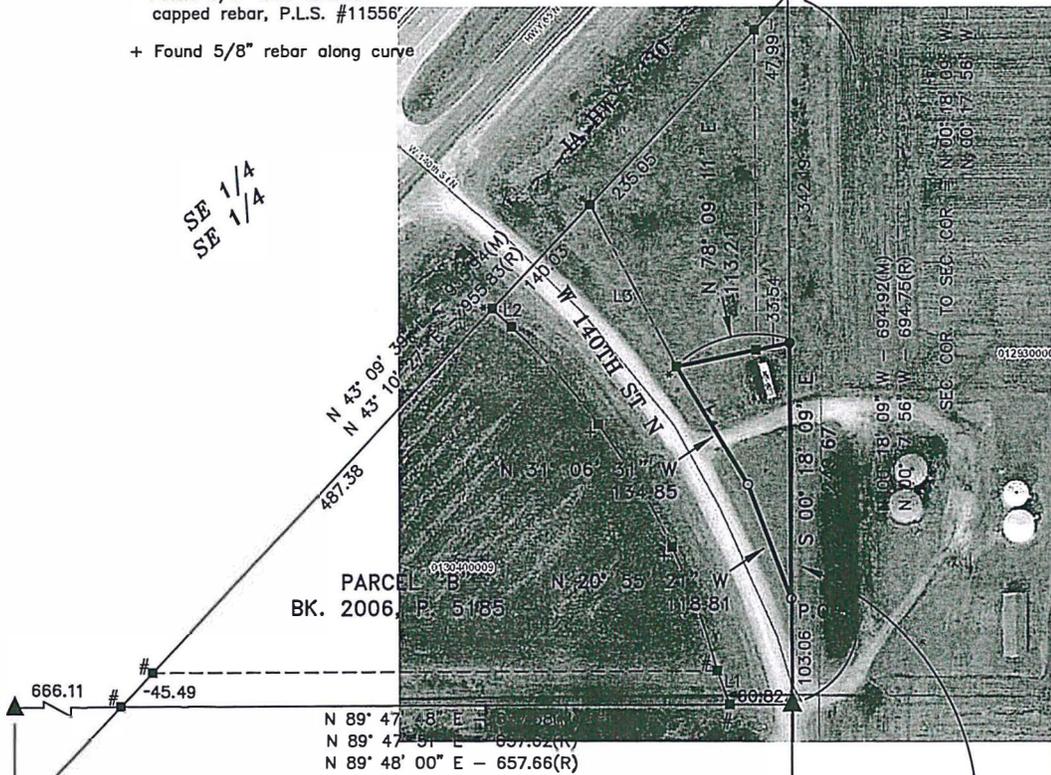
- L1 - S 20° 17' 28" E - 35.25
- L2 - S 46° 46' 03" E - 25.83
- L3 - S 28° 00' 53" E - 179.97

NE COR.,
 SE 1/4,
 SEC. 30.
 Found 1/2"
 iron pin.

----- Jasper County Hwy. Easement
 - - - - - Previously Vacated Hwy. Easement

- # Found 5/8" orange plastic capped rebar, P.L.S. #10899
- * Found 5/8" IDOT aluminum capped rebar, P.L.S. #11556
- + Found 5/8" rebar along curve

SE 1/4
 SE 1/4



SW COR.,
 SE 1/4,
 SE 1/4,
 SEC. 30.
 Found 3/4"
 gas pipe.

PARCEL "C"
 BK. 1153, P. 457

SEC. COR. TO SEC. COR. =
 N 89° 47' 48" E - 1323.69(M)
 N 89° 47' 51" E - 1323.69(R)

SE COR.,
 SEC. 30.
 Found
 5/8" rebar.
 P.O.C.

Parcel - 1
 0.29 Acres

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

August 22, 2022

To: DRA Properties LC
1515 NE 36th St
Ankeny, IA 50021

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

Re: Jasper County PIN 0129300003

To Whom it may Concern,

Our department was asked to vacate a portion of the W 140th St N road easement. This portion of easement predates the current four lane US 65 N and is no longer needed by the county for W 140th St N. The vacation will revert property back to Parcel 0129300003.

See the attached Vacation Plat – Parcel 2 and Vacation Plat – Parcel 2 Aerial for the portion of property that reverts to DRA Properties after the vacation. The north driveway entrance will be impacted as it will reside in property reverted to the adjoining property owner. South driveway entrance will remain.

Please review this vacation plat, and associated impacts, and let me know by end of business August 31st, 2022 if there are any concerns. Vacation will occur during the September 6th, 2022 Board of Supervisors meeting regularly scheduled at 9:30 am. Feel free to contact me at 641-521-6018 or email me at mfrietsch@jasperia.org with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Frietsch", is located below the typed name.

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

INDEX LEGEND

COUNTY: JASPER
SECTION: 29, T-81N, R-21W, SW 1/4 OF THE SW 1/4

SURVEY FOR: Jasper County Engineer, Newton, IA
OWNERS: DRA Properties, LC, Ankeny, IA

SURVEYOR & SURVEY COMPANY:
Jason S. Lowry, P.L.S.
Lowry Land Services, L.L.C.
752 Diamond Trail Rd., Searsboro, Iowa 50242

PREPARED BY AND RETURN TO:
Jason S. Lowry, P.L.S.
752 Diamond Trail Rd., Searsboro, Iowa 50242
(641) 521-1160, lowrylandservices@gmail.com

RIGHT OF WAY VACATION PLAT -- PARCEL 2
SW 1/4 of the SW 1/4, SEC. 29, T-81N, R-21W
JASPER COUNTY, IOWA

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

DESCRIPTION OF PARCEL -- 2

That part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 81 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Southwest Corner of said Section 29;
thence on an assumed bearing North 00 degrees 18 minutes 09 seconds East 103.06 feet along the west line of said Southwest Quarter of the Southwest Quarter to the point of beginning;
thence North 00 degrees 18 minutes 09 seconds East 249.79 feet to the present northerly right of way line of a Jasper County Highway;
thence North 89 degrees 53 minutes 00 seconds East 33.00 feet along said northerly line to the present easterly right of way line of said Jasper County Highway;
thence South 00 degrees 18 minutes 09 seconds West 352.73 feet along said easterly line to the south line of said Southwest Quarter of the Southwest Quarter;
thence North 18 degrees 03 minutes 29 seconds West 108.21 feet to the point of beginning;

Said tract contains 0.23 acres.

SURVEYOR'S NOTE

The intent of this survey is to vacate the present established Jasper County Highway Easement described.

MEASURED DISTANCE/BEARING -- (M)
RECORDED DISTANCE/BEARING -- (R)

MONUMENTS

- ▲ -- found sec. cor. (pipe, stone, etc.)
- -- set -- 5/8" x 18" rebar with pink plastic cap P.L.S. 22291 or Mag nail in pavement
- -- no monument found or set
- -- found lot cor. (5/8" rebar unless otherwise noted)



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

My license renewal date is 12/31/2023

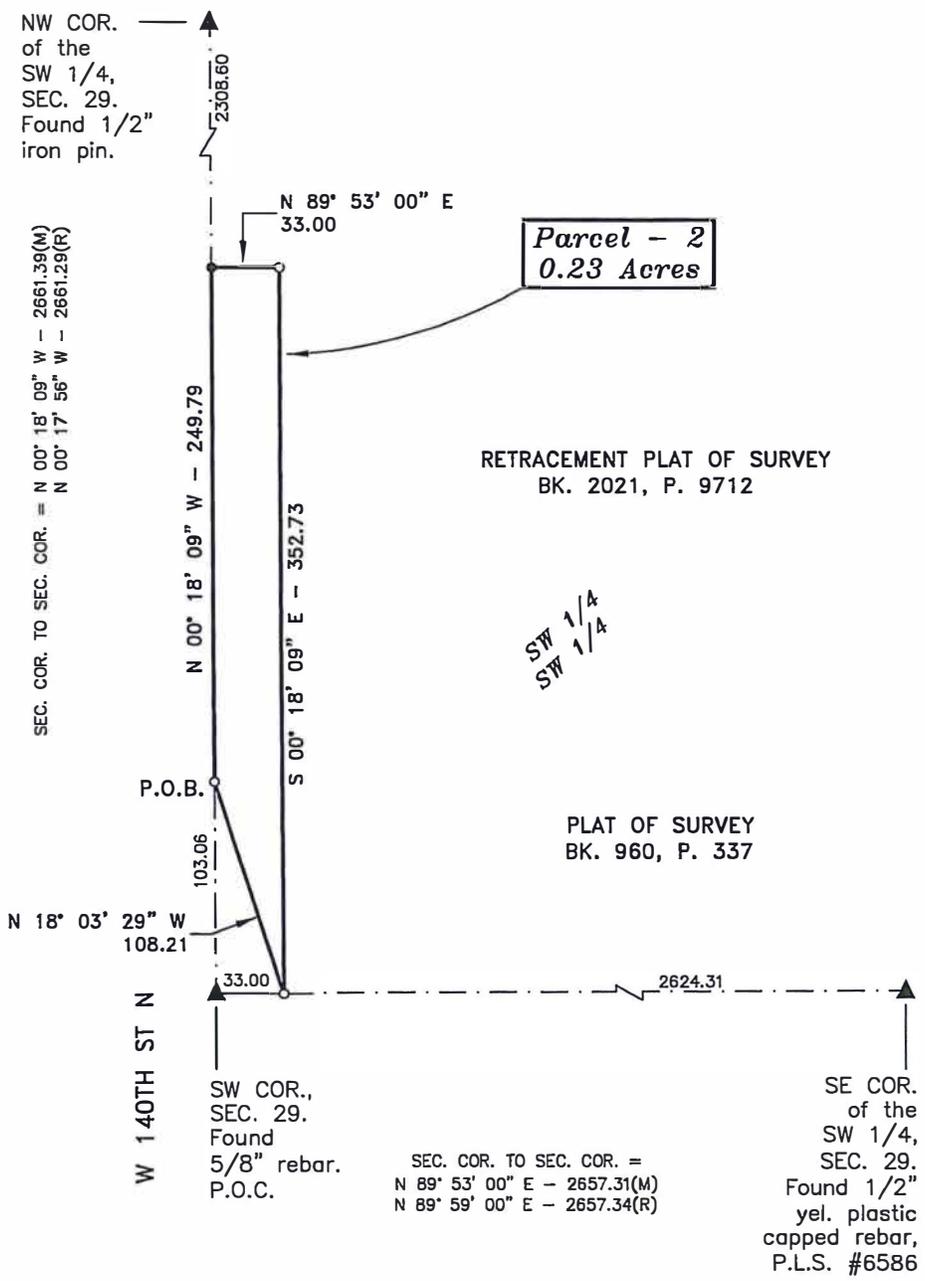
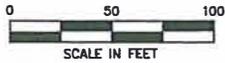
Pages covered by this seal: 1 - 2

PRELIMINARY PLAT FOR REVIEW

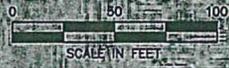
Jason S. Lowry Iowa Lic. No. 22291 Date

LOWRY LAND SERVICES, L.L.C. 752 DIAMOND TRAIL RD., SEARSBORO, IOWA 50242, 641-521-1160

RIGHT OF WAY VACATION PLAT - PARCEL 2
 SW 1/4 of the SW 1/4, SEC. 29, T-81N, R-21W
 JASPER COUNTY, IOWA



RIGHT OF WAY VACATION PLAT -- PARCEL 2
 SW 1/4 of the SW 1/4, SEC. 29, T-81N, R-21W
 JASPER COUNTY, IOWA



NW COR.
 of the
 SW 1/4,
 SEC. 29.
 Found 1/2"
 iron pin.

SEC. COR. TO SEC. COR. = N 00° 18' 09" W - 2661.59(M)
 N 00° 17' 56" W - 2661.29(R)

2308.60

N 89° 53' 00" E
 33.00

Parcel 2
 0.23 Acres 00003

REPLACEMENT PLAT OF SURVEY
 BK. 2021, P. 9712

SW 1/4
 SW 1/4

PLAT OF SURVEY
 BK. 960, P. 337

N 00° 18' 09" W - 249.79

P.O.B.

N 18° 03' 29" W
 108.21

103.06

33.00

SW COR.,
 SEC. 29.
 Found
 5/8" rebar.
 P.O.C.

SEC. COR. TO SEC. COR. =
 N 89° 53' 00" E - 2657.31(M)
 N 89° 59' 00" E - 2657.34(R)

SE COR.
 of the
 SW 1/4,
 SEC. 29.
 Found 1/2"
 yel. plastic
 capped rebar,
 P.L.S. #6586

W 140TH ST

2624.31



CALHOUN-BURNS AND ASSOCIATES, INC.

BRIDGES ♦ STRUCTURES ♦ TRANSPORTATION

August 29, 2022

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

**RE: PROPOSAL FOR DESIGN SERVICES
BRIDGE NO. F04 (FHWA NO. 198462)
SECTION 03, T-80N, R-21W
JASPER COUNTY**

Dear Mr. Frietsch:

This proposal is submitted in accordance with your request for professional structural engineering services to replace the existing bridge listed above. We understand this assignment includes such roadway modification/reconstruction as necessary to properly connect the new bridge to the County road system.

We propose initiating our work by performing a hydraulic analysis for this site. Upon determination of the appropriate type, size and location of the structure an initial recommendation will be submitted for your authorization to proceed to preliminary plans, which will be prepared and submitted for your review and concurrence. We have provided preliminary design fees to complete the work. Upon determination of the bridge type and concept we will negotiate the final design fees with you.

We understand you expect to pay for construction with City Bridge Replacement Funds or such other grants or funding as can be arranged. You also indicated you will pay for project engineering with local funds.

Enclosed are two copies of the standard Consulting Engineering Contract for secondary road projects which have been filled out as described above. Please review this submittal and, if it is acceptable, fill in the date on page one, obtain the signatures on page seven, and forward one executed copy to us as our notice to proceed along with a copy of the survey.

We appreciate the opportunity to design this important project. We will do another good job for you and Jasper County.

Sincerely,

Rodney J. Vance, P.E.
Project Manager

CONSULTING ENGINEERING CONTRACT

COUNTY JASPER
COUNTY BRIDGE NO. F04
FHWA No. 198462
PROJECT NO. _____

I. GENERAL

This CONTRACT made and entered into this _____ day of _____, 2022, by and between the Board of Supervisors of _____ JASPER County, Iowa, Party of the First Part, hereinafter referred to as the "COUNTY" and Calhoun-Burns and Associates, Inc., West Des Moines, Iowa, doing business as a corporation incorporated under the laws of Iowa, Party of the Second Part, hereinafter referred to as the "CONSULTING ENGINEER". A member of the firm is a licensed professional engineer in Iowa, with registration in a field appropriate to the work involved in this CONTRACT.

II. SCOPE OF SERVICES

THE COUNTY PROPOSES TO IMPROVE A BRIDGE LOCATED NEAR THE CENTER OF SECTION 3, T-80N, R-21W ON THE CORPORATE LINE IN THE CITY OF MINGO;

AND THE COUNTY desires to employ the CONSULTING ENGINEER in connection with the engineering work to be performed in accomplishing the objectives of the Farm to Market Road Laws (Current Code of Iowa) and other applicable laws and regulations of the State of Iowa and the United States, consisting of 0.1± miles of roadway and ONE major structure as follows:

PRELIMINARY AND FINAL DESIGN OF A REINFORCED CONCRETE BOX (RCB) CULVERT OR A CONTINUOUS CONCRETE SLAB (CCS) BRIDGE, WITH OPEN CONCRETE RAIL. THE PROJECT INCLUDES ROAD DESIGN AS NECESSARY TO PROPERLY CONNECT TO THE EXISTING COUNTY HIGHWAY SYSTEM, AND INCLUDES SUBMITTALS TO THE IOWA DOT, IOWA DNR AND USACOE; AS NECESSARY.

The authority of the COUNTY to enter into the CONTRACT is found in Chapter 310, current Code of Iowa.

III. TIME OF BEGINNING AND COMPLETION OF THE WORK

- A. If no specific time period is indicated, CONSULTING ENGINEER shall complete its services within a reasonable period of time. Upon execution of this CONTRACT, the CONSULTING ENGINEER and the COUNTY may establish a schedule of work completion. Failure of the CONSULTING ENGINEER to maintain progress in accordance with this schedule may be cause for termination of the CONTRACT.
- B. If, through no fault of CONSULTING ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTING ENGINEER'S services are impaired, or CONSULTING ENGINEER'S services are delayed or suspended, then the time for completion of CONSULTING ENGINEER'S services and the rates and amounts of CONSULTING ENGINEER'S compensation shall be adjusted equitably.
- C. If COUNTY authorized changes in the scope, extent, or character of the Project, then the time for completion of CONSULTING ENGINEER'S services and the rates and amounts of CONSULTING ENGINEER'S compensation shall be adjusted equitably.
- D. COUNTY shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the CONSULTING ENGINEER'S performance of its services.

IV. NUMBER OF COPIES

The CONSULTING ENGINEER shall furnish to the COUNTY:

- 1 electronic copy in PDF format of preliminary plan drawings.
- 0 electronic copy in PDF format of shop drawings for steel structures.
- 0 electronic copy in PDF format of road plans for reconnaissance and field exam.
- 0 electronic copy in PDF format of drainage plats.
- 0 electronic copy in PDF format of capacity analyses computations.
- 0 electronic copy in PDF format of road plans and cross sections after field exam corrections for soils recommendations.
- 1 electronic copy in PDF format of check plan drawings.

V. FEES

A. SURVEYS

NOT A PART OF THIS CONTRACT. TO BE PROVIDED BY COUNTY.

B. ROAD PLANS

PRELIMINARY DESIGN AND DETAILING:	LUMP SUM = \$ 3,480.00
FINAL DESIGN AND DETAILING:	TO BE NEGOTIATED UPON DETERMINATION OF FINAL SCOPE OF WORK.

C. BRIDGE PLANS

PRELIMINARY DESIGN:	LUMP SUM = \$ 5,650.00
PRELIMINARY DETAILING:	LUMP SUM = \$ 5,400.00
COORDINATION AND SUBMITTALS:	AT HOURLY RATES (ESTIMATED TO BE \$2,400)
FINAL DESIGN AND DETAILING:	TO BE NEGOTIATED UPON DETERMINATION OF FINAL SCOPE OF WORK.
GENERAL SERVICES DURING CONSTRUCTION:	TO BE NEGOTIATED UPON DETERMINATION OF FINAL SCOPE OF WORK.

D. CULTURAL, HISTORICAL, ARCHAEOLOGICAL INVESTIGATIONS

IF REQUIRED, AT ACTUAL COST CHARGED BY A QUALIFIED CONSULTANT WORKING AS A SUBCONSULTANT TO THE CONSULTING ENGINEER AND ARRANGED FOR BY THE CONSULTING ENGINEER.

E. WETLANDS, ENDANGERED SPECIES INVESTIGATIONS – EOR IOWA, LLC.

CONFIRMATION OF NATIONWIDE PERMIT:	LUMP SUM = \$ 200.00
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IF WETLAND DELINEATION OR ADDITIONAL ASSESSMENTS ARE REQUESTED BY USACOE, PRIOR AUTHORIZATION FROM THE COUNTY ENGINEER WILL BE REQUIRED.

F. LEAD/ASBESTOS TESTING – IOWA ENVIRONMENTAL SERVICES

PAINTING / ASBESTOS TESTING: LUMP SUM = \$ 700.00

G. RIGHT-OF-WAY

NOT A PART OF THIS CONTRACT. TO BE PROVIDED BY THE COUNTY.

H. SUBSURFACE INVESTIGATIONS

IF REQUIRED, AT ACTUAL COST CHARGED BY A GEOTECHNICAL CONSULTANT WORKING AS A SUBCONSULTANT TO THE CONSULTING ENGINEER AND ARRANGED FOR BY THE CONSULTING ENGINEER.

I. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) COORDINATION

NOT A PART OF THIS CONTRACT. TO BE PROVIDED BY THE COUNTY.

VI. PAYMENTS

Payments shall be made to the CONSULTING ENGINEER as follows:

- A. The CONSULTING ENGINEER may submit monthly statements with proof to the COUNTY for services rendered on the CONTRACT to date. Upon acceptance by the COUNTY, payment will be made promptly. Final payment will be made upon acceptance of the completed plans.
- B. If after the Effective Date of the CONTRACT any governmental entity takes a legislative action that imposes taxes, fees, or charges on CONSULTING ENGINEER'S services or compensation under this CONTRACT, then the CONSULTING ENGINEER shall invoice such new taxes, fees, or charges as a Reimbursable Expense. COUNTY shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which CONSULTING ENGINEER is entitled under the terms of this CONTRACT.

VII. MISCELLANEOUS PROVISIONS

A. OWNERSHIP OF ENGINEERING DOCUMENTS

- (1) All survey notes, sketches, tracings, plans, specifications, reports on special studies and other data prepared under this CONTRACT shall be delivered to the COUNTY upon request.
- (2) Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- (3) All work furnished by the CONSULTING ENGINEER, including data on electronic media, pursuant to this CONTRACT, are instruments of its Services toward the said Project. They are not intended or represented to be suitable for reuse by the COUNTY or others on extensions of the said Project or any other project. Any such reuse without written verification and adaptation by the CONSULTING ENGINEER for specific purposes intended will be at the user's sole risk and without liability or legal exposure to the CONSULTING ENGINEER. Any such verification and adaptation shall entitle the CONSULTING ENGINEER to further compensation at hourly billing rates plus expenses or a lump sum to be agreed upon at that time.

B. CHANGES OF WORK

If the CONSULTING ENGINEER is of the opinion that any work it has been directed to perform is beyond the scope of this CONTRACT and constitutes extra work, it shall promptly notify the COUNTY in writing of that fact. In the event the COUNTY determines that such work does constitute extra work, it shall provide extra compensation to the CONSULTING ENGINEER upon a basis of hourly billing rates, plus actual expenses or a negotiated lump sum. No claims for extra work can be made by the CONSULTING ENGINEER without receiving written agreement from the COUNTY in advance. Major changes in the scope of the anticipated work shall require negotiation of a supplemental CONTRACT.

C. DELAYS

The CONSULTING ENGINEER will notify the COUNTY of any unusual delay including the reasons therefore, to its normal progress in the preparation of plans, either actual or prospective, and request an appropriate extension of time. Action by the COUNTY on such requests may be subject to approval by the Iowa Department of Transportation and/or the Federal Highway Administration.

D. TERMINATION

If the COUNTY should desire to suspend or terminate the service to be rendered by the CONSULTING ENGINEER under this CONTRACT, such suspension or termination may be effected by the COUNTY giving the CONSULTING ENGINEER written notice 30 days in advance. Payment is to be made by the COUNTY for the CONSULTING ENGINEER'S services, based on hourly billing rates, plus actual expenses.

E. ARBITRATION

Any dispute between the COUNTY and the CONSULTING ENGINEER, not otherwise resolved by the parties pursuant to the provisions of this CONTRACT, including the documents incorporated herein by reference, shall be settled by filing a proper action in the proper District Court of the State of Iowa, and subsequent arbitration as provided in Current Code of Iowa. This section is the only section of this CONTRACT relating to "arbitration" and Article 1109.12 of the Current "Standard Specifications, etc.", is deleted from, and is not a part of this CONTRACT.

F. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTING ENGINEER shall indemnify and save harmless the COUNTY, the Iowa Department of Transportation, State of Iowa, and the Federal Government from all claims and liability due to negligence of members, agents or employees of only the CONSULTING ENGINEER.

G. GENERAL COMPLIANCE WITH LAWS

The CONSULTING ENGINEER shall comply with Federal, State and local laws and ordinances applicable to the work.

H. SUBLETTING, ASSIGNMENT OR TRANSFER

Subletting, assignment or transfer of all or part of the interest of the CONSULTING ENGINEER is prohibited unless written consent is obtained from the COUNTY.

I. DESIGN CRITERIA

Design criteria shall be the applicable Farm to Market Design Guides and the AASHTO Design Guides for Local Roads and Streets and shall also conform to local requirements if within an incorporated area.

J. FORBIDDING USE OF OUTSIDE AGENTS

The CONSULTING ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTING ENGINEER, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTING ENGINEER, any fee, commissions, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to annul this CONTRACT without liability, or, in its discretion to deduct from the CONTRACT price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

K. EMPLOYMENT OF COUNTY WORKERS

The CONSULTING ENGINEER shall not engage, on a full or part-time basis during the period of the CONTRACT, any professional or technical personnel who are or have been at any time during the period of the CONTRACT in the employ of the COUNTY, except fully retired employees, without the written consent of the COUNTY.

L. ENGINEER'S CERTIFICATION OF PLANS

The CONSULTING ENGINEER shall place a licensed engineer's certification and seal on the title sheet of the completed plans, all in conformity with Chapter 542B, Code of Iowa.

M. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this CONTRACT, the CONSULTING ENGINEER, for itself, its assignees and successors in interest (herein referred to as the "Consultant"), agrees as follows:

(1) Compliance with Regulations

The Consultant will comply with the regulations of the U.S. Department of Transportation relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereafter referred to as the "regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

(2) Nondiscrimination

The Consultant, with regard to the work performed by it will not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The Consultant will not participate, either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix A-11 of the Regulations.

(3) Solicitations for subcontractors, Including Procurement of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontract or supplier shall be notified by the Consultant of the Consultant's obligations under this subcontract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.

(4) Information and Reports

The Consultant will provide all information and reports required by the regulations, orders and instruction issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY, the Iowa Department of Transportation or the Federal Highway Administration, to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the COUNTY, the Iowa Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain information.

(5) Sanctions for Noncompliance

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this CONTRACT, the COUNTY shall impose such CONTRACT sanctions as it, the Iowa Department of Transportation, or the Federal Highway Administration, may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Consultant under the CONTRACT until the Consultant complies, and/or
- (b) Cancellation, termination or suspension of the CONTRACT, in whole or in part.

(6) Incorporation of Provisions

The Consultant will include the provisions of Paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, orders or instruction issued pursuant thereof.

The Consultant will take such action with respect to any subcontractor procurement as the COUNTY, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the Consultant may request the COUNTY and State to enter into such litigation to protect their interests and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

N. ACCESS TO RECORDS

The CONSULTING ENGINEER and its subconsultants are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the CONTRACT period and for three years from the date of final payment under the CONTRACT, for inspection by the State, Federal Highway Administration, or any authorized representatives of the Federal Government and copies thereof shall be furnished if required.

O. THIRD PARTIES

Nothing expressed or referred to in this CONTRACT is intended or shall be construed to give any person, other than the parties hereto, any legal or equitable right, remedy or claim under this CONTRACT, it being the intention that this CONTRACT is for the sole and exclusive benefit of the parties hereto, and for the benefit of no other persons, corporations or other entities.

P. ATTORNEY

The COUNTY shall provide the services of a competent attorney, at no cost to the CONSULTING ENGINEER, who shall be experienced in legal matters pertaining to the type of work required by this project. The CONSULTING ENGINEER shall cooperate and assist said attorney during the course of his/her duties as attorney for the COUNTY.

The CONSULTING ENGINEER acknowledges that it is fully acquainted with the concept of the project as presently developed by the COUNTY, and that it is the intention of this CONTRACT with the CONSULTING ENGINEER to do work necessary to bring the plans on this project to the letting stage. Engineering decisions on this project are the responsibility of the CONSULTING ENGINEER, who will be required to furnish, to the COUNTY, factual data supporting decisions.

This CONTRACT expresses the entire CONTRACT between the parties and no representations, promises or warranties have been made by either of the parties that are not fully expressed herein. This CONTRACT may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of the day and year first above written.

**CONSULTING ENGINEER
CALHOUN-BURNS AND ASSOCIATES, INC.**



JEFF M. FADDEN, P.E.
VICE PRESIDENT

APPROVED FOR JASPER COUNTY:

BOARD OF SUPERVISOR – CHAIR

ATTESTED BY:

MICHAEL FRIETSCH, P.E.
JASPER COUNTY ENGINEER

Attest: Jasper County Auditor
Dennis Parrott

Tuesday, August 23, 2022, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Talsma and seconded by Cupples to move agenda item 4 b) American Legion Post 111, Project Update to the second position after Rob Denson – DMACC.

YEA: CUPPLES & TALSMA

Rob Denson, President of DMACC gave a power point presentation to the Board about the educational services, growth in programs and activities of DMACC. Denson talked about the Legacy Plaza operations and continued development.

Jerry Nelson of American Legion Post 111 thanked the ARPA Committee and the Board of Supervisors for their contribution to the Legion for their roofing and parking lot projects.

A discussion was had about transferring the Annex to the new owner on September 1, 2022.

Motion by Talsma and seconded by Cupples to approve the hiring of another custodian with the start date to be January 1, 2023, or after.

YEA: CUPPLES & TALSMA

The Supervisors had a discussion with Building and Grounds Director Adam Sparks about purchasing a new ATV for snow removal. Sparks is to bring the Supervisors quotes on a new ATV.

Motion by Cupples and seconded by Talsma to adopt Resolution 22-71 to change the Intersection of N 87th Ave. E. and E. 140th St N. from a 4 way stop to a 2 way stop.

YEA: TALSMA & CUPPLES

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

Motion by Cupples and seconded by Talsma to approve the sale of Secondary Roads Department surplus equipment as follows:

Track Hydraulic Excavator, 1994 CAT 322L - \$23,755, John Damman Melbourne, IA.,
Pickup Truck, 2001 Ford F250 Super Duty XL - \$700, James Lewis Secondary Roads,
Pickup Truck, 2004 Chevrolet K2500 - \$700, James Lewis Secondary Roads,
Pickup Truck, 2004 Chevrolet K2500 - \$325, James Lewis Secondary Roads,
Dump Truck, 2007 International 4400 - \$1,551.51, James Lewis Secondary Roads,
Dump Truck, 2007 International 4400 - \$400, Edward Spangenberg Secondary Roads,
Trailer, 2004 Eager Beaver 20 XPT - \$4,700, Mid Iowa Equipment Clint Vos.

YEA: TALSMA & CUPPLES

Motion by Cupples and seconded by Talsma to award the contract to Manatt's Inc. in the amount of \$2,961,060.03 for PCC OVERLAY for Project STBG-SWAP-C050(125)-FG-50.

YEA: TALSMA & CUPPLES

Motion by Cupples and seconded by Talsma to approve the Construction Pay Estimate (Final) for Contract 50-C050-124.

YEA: TALSMA & CUPPLES

Treasurer, Doug Bishop spoke to the Supervisors about a problem with the property tax statements that were just mail out to taxpayers. Auditor Dennis Parrott stated that the Auditor's Office caught an error made by the Auditor's Office in the data used on the tax statements. It was concluded that the Treasurer's Office would continue taking payments and overpayments would be credited to next year's property taxes. The Auditor's Office would notify property taxpayers of the error and the Treasurer's Office would send out new tax statements.

Motion by Cupples and seconded by Talsma to approve Board of Supervisors Minutes for August 16, 2022.

YEA: TALSMA & CUPPLES

Motion by Cupples and seconded by Talsma to adjourn the Tuesday, August 23, 2022, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, CARPENTER, TALSMA

Dennis K. Parrott, Auditor

Brandon Talsma, Chairman