



BOARD OF SUPERVISORS

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

Thad Nearmyer

Doug Cupples

Brandon Talsma

March 11, 2025

9:30 a.m.

www.jasperia.org

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

Meeting ID: 812 374 4948

Dial In: +1-646-931-3860

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

Pledge of Allegiance

- Item 1 Attorney – Nicholas Pietrack**
a) Request for Property Use – Crisis Canines Training on March 15, 2025
- Item 2 Sheriff – Brad Shutts**
a) Appointment for Deputy
a. Sergeant – Corey Van Kooten
- Item 3 Approval of Eligible Applicates Certified by the Jasper County Civil Service Commission**
- Item 4 Human Resources – Dennis Simon**
a) Hiring Resolution for Veterans Affairs, Director of Veterans Affairs – Ramon Maxey Jr
- Item 5 Engineer – Mike Frietsch**
a) Approve Revitalize Iowa's Sound Economy Program (RISE) Grant Agreement with the Iowa DOT to Extend the Existing PCC Paving on S 128th Ave E approximately 150 feet
b) Approval of Professional Services Agreement with Garden and Associates LTD to Complete Final Design of PCC Paving Extension on S 128th Ave E (Also known as Cordova Ave) for a Total Amount not to exceed \$15,000
c) Approval of a Permanent Easement for Parcel ID No 02-05-300-004 (Bridge D05 Project)
d) Approval of a Permanent Easement for Parcel ID No 02-08-100-006 (Bridge D05 Project)
e) Approval of a Permanent Easement for Parcel ID No 02-08-100-001 (Bridge D05 Project)
f) Approve Funding Agreement with Iowa DOT for Jasper County Project No. STP-C050(154)—5E-50
- Item 6 Approval of Subdivision Plat Name**
a) Whispering Pines Estates in Newton
- Item 7 Resolution Approving Transfer Order 1543**
- Item 8 Approval of Claims Paid through March 11, 2025**
- Item 9 Approval of Board of Supervisors Minutes for March 4, 2025**
- Item 10 Approval of Engineer's 5-year Program Minutes from March 4, 2025**

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Item 11 Board Appointments

PUBLIC INPUT & COMMENTS

Close Session requested by Dennis Simon & Mike Frietsch in Accordance with Iowa Code Section 21.5(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in the litigation.

Close Session requested by Brandon Talsma and Jeff Davidson in Accordance with Iowa Code 21.5(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

Item 12 Employee Evaluation: Kevin Luetters, Community Development Director

After the Regular Meeting Work Session

JASPER COUNTY ATTORNEY

114 West 3rd Street North
Newton, Iowa 50208
Telephone: (641) 792-5010

FAX: (641) 792-8327
E-Mail: general@jaspercoatty.org

Scott W. Nicholson



Kelly T. Bennett, First Assistant County Attorney
Nicholas E. Pietrack, Assistant County Attorney
Anthony M. Leon, Assistant County Attorney
Abigail Shepley, Assistant County Attorney

RE: Request for Property Use – Crisis Canines Training on March 15, 2025

Dear Jasper County Board of Supervisors,

I am writing to respectfully request approval for the use of the Jasper County Courthouse outside of normal business hours, specifically the courtrooms, on March 15, 2025, from 1:00 PM to 5:00 PM, for a training session conducted by Crisis Canines of the Midlands in conjunction with the Jasper County Attorney's Office. This training will involve K9s and their handlers to enhance their capability to support victims and witnesses, particularly in the courtroom setting.

The Jasper County Attorney's Office has previously utilized Crisis Canines during meetings with victims and witnesses of criminal cases, as well as during depositions. These interactions have proven to be immensely beneficial, helping to alleviate anxiety and provide comfort to those recounting traumatic experiences, especially children. However, despite this success, we have not yet utilized a Crisis K9 in the courtroom during hearings or trials. Conducting this training would be a crucial first step toward expanding this invaluable support to the courtroom environment.

I will be actively assisting Crisis Canines of the Midlands during this training. My role will involve demonstrating courtroom procedures, explaining how hearings are conducted, and illustrating how their services could be effectively integrated into these proceedings to benefit victims and witnesses. By familiarizing the K9s and handlers with courtroom protocols, we can ensure that they are well-prepared to provide emotional support in this setting.

The positive impact of the Crisis Canines program on victims and witnesses in Jasper County criminal cases cannot be overstated. I can personally attest to the benefits of having these support K9s present during challenging conversations about traumatic experiences. Allowing this training would further enhance our ability to support vulnerable individuals during some of the most difficult moments of their lives.

The Jasper County Attorney's Office is committed to collaborating with Crisis Canines of the Midlands for this initiative. We believe that by taking this proactive approach, we can create a more supportive and compassionate courtroom experience.

I am happy to provide any additional information or answer any questions you may have.

Sincerely,

Nicholas E. Pietrack
Assistant County Attorney
Jasper County Attorney's Office

Jasper County Property Use Application

Group Name: Crisis Canines of the Midlands

Contact Info: Todd Decker (TJ) or Becca Decker (MUST BE 18 YEARS OF AGE)

Address: 25 E Howard Street

City/State/Zip: Colfax Iowa 50054

Phone: 641-417-9829 Alt Phone: 641-521-1727

Email: b.decker@crisisk9.org

Name of Event: Jasper County/Crisis K9 Courtroom Training

Area of Use: Courthouse - Specifically Courtrooms

Date of Event: March 15th, 2025

Time of Event: 1:00 PM - 5:00 PM

Description of Event: Crisis K9 and handler training with the Jasper County Attorney's Office for courtroom Crisis K9 procedures.

☒ Signed Jasper County Property Usage Agreement

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

Signature:  Date: 02/26/25

Jasper County Contact Information:

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

Jasper County Property Usage Agreement

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

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

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

Rules of Use:

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

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

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

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

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



Responsible Party Signature

02/26/25

(Date)

Jasper County Auditor/Staff Signature

(Date)

CERTIFICATE OF APPOINTMENT OF DEPUTY OR ASSISTANT

STATE OF IOWA, JASPER COUNTY, ss.

I, Brad M. Shutts, Sheriff of Jasper County, Iowa, do hereby constitute and appoint Corey Van Kooten as Sergeant for a period of 4 years, from February 28, 2025, and do hereby authorize and empower him to do and perform in my name as such Sergeant, all acts and things that may lawfully be done by him as such Sergeant.

This commission expires December 31, 2028 unless sooner revoked, or when said Sergeant ceases to perform above named duties.

Given under my hand this 28th day of February, 2025.



Brad M. Shutts
Sheriff of Jasper County, Iowa

STATE OF IOWA, JASPER COUNTY, ss.

I, Corey Van Kooten, having been appointed Sergeant of Jasper County, under Brad M. Shutts, Sheriff of said County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of Sergeant as now or hereafter by law.



Subscribed and sworn to before me, this 28th day of February, 2025.



Notary Public State of Iowa

Above appointment approved by the Board of Supervisors of Jasper County, this _____ day of _____, 20____ by resolution, Minute Book _____, Page _____.

Chairperson, Board of Supervisors

JASPER COUNTY SHERIFF'S OFFICE



Serving Jasper County Since 1846

Sheriff

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

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

Chief Deputy
Duane Rozendaal

March 3rd, 2025

Jasper County Civil Service Commission:

Randy Camp

Dale Brand

Chet Williams – Chairman

On Saturday, March 1st, 2025, civil service testing was conducted by the Jasper County Sheriff's Office for the position of deputy sheriff. The testing consisted of physical fitness standards, written POST test, and oral interviews. As a result of this testing, the following two individuals successfully completed all testing. They are listed alphabetically. We are requesting that you certify this list of applicants. If you have any questions, please contact me.

Neal Cooley
Zachary Dickenson

Madrid, IA
Montezuma, IA

Sincerely,

Brad M. Shutts

Brad M. Shutts, Sheriff

**Iowa Department of Transportation
Agreement for a
Revitalize Iowa's Sound Economy Program (RISE) Project**

RECIPIENT: Jasper County

PROJECT NO: RC-C050(155)--9A-50

IOWA DOT AGREEMENT NO.: 2025-R-004

This is an agreement between Jasper County (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the DOT). The Recipient submitted an application to the DOT for funding through the Revitalize Iowa's Sound Economy (RISE) fund under Iowa Code Chapter 315, and the application was approved by Transportation Commission Order No. TD-2025-27 on November 12, 2024.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules the DOT agrees to provide funding to the Recipient for the authorized and approved costs for eligible items associated with the paving of approximately 150 feet of South 128th Avenue East located southwest of Lynnville.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead organization for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be Jennifer Kolacia, Systems Planning Bureau, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1738, email Jennifer.Kolacia@iowadot.us. The Recipient's contact person shall be Michael Frietsch, County Engineer, Jasper County, 910 N 11th Ave E, Newton, IA 50208, mfrietsch@jasperia.org, 641-841-1187.
3. The Recipient shall be responsible for the development and completion of the following described project:

Paving of approximately 150 feet of South 128th Avenue East located southwest of Lynnville.

Provide improved access totaling over four acres for industrial purposes. The associated economic development is the majority of the designated development area (Over 4 acres and shown on Exhibit A) will be developed with RISE eligible land uses.

See Exhibit A.

4. Eligible project costs for the project described in Section 3 of this agreement, listed above, date of project approval (funding commitment) by the Transportation Commission shall be paid as follows:

County RISE Funds:	\$285,212
Jasper County Local Contribution:	\$285,211
Project Total:	\$570,423

5. The local contribution stated above may include cash or non-cash contributions to the project. The Recipient shall certify to the DOT the value of any non-cash contribution to the project prior to it being incurred. For right of way contributions, the recipient shall submit an appraisal from a qualified independent appraiser. The DOT reserves the right to review the Recipient's certificate of value and has sole authority to determine the value of the Recipient's non-cash contribution for the purposes of this agreement. If, as a result of the DOT's determination, the Recipient's total cash and non-cash contribution is below that stated in the terms of this agreement, the Recipient shall increase its cash contribution in order to complete the Recipient's local contribution, or the grant and/or loan amount associated with this project shall be reduced accordingly.
6. The portion of total project costs paid by RISE grant shall not exceed the amount stated above \$285,212 or 50 percent of the total cost of the eligible items, whichever is the smaller amount. Any cost overruns shall be paid solely by the applicant.
7. Project activities or costs eligible for funding include only those items set out in Exhibit B which is attached hereto and by this reference incorporated into this agreement, and which are necessary to complete the project as described in Section 3.
8. Activities or costs ineligible for funding include but are not limited to those items set out in Exhibit C which is attached hereto and by this reference incorporated into this agreement.
9. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the DOT shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice.
10. The DOT reserves the right to delay reimbursement of funds to the Recipient if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the DOT shall so notify the Recipient in writing and shall give the Recipient an estimate of when reimbursement might be expected. The DOT shall establish a system to equitably make reimbursements to all Recipients so affected.
11. The attached project implementation schedule, Exhibit D, shall be used unless the Recipient submits to the DOT, no later than 30 days subsequent to the Recipient's signature date on this agreement, a revised implementation schedule.
12. The Recipient must have let the contract or construction started within three years of the date this project is approved by DOT. If the Recipient does not do this, they will be in default for which the DOT can revoke funding commitments. This agreement may be extended for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.

13. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
14. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
15. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
16. This agreement is not assignable without the prior written consent of the DOT.
17. If the project described in Section 3 of this agreement crosses a DOT primary road, then:
 - A. If right of way is required for the project, the LPA shall acquire the necessary right of way in accordance with 761 Iowa Administrative Code Chapter 111, Real Property Acquisition and Relocation Assistance. For right of way acquisitions that impact a primary road, the LPA shall submit preliminary right of way plans to the DOT's Right of Way Bureau (Property Management LPA Coordinator) for review and approval prior to the commencement of any acquisition negotiations.
 - B. The Recipient shall submit six copies of plans for all primary road system crossings to the DOT contact person for review and approval by the District Offices for necessary permits, Road Design and Maintenance Bureau with regard to crossing design and location, signing, fencing, safety, maintenance, compliance with access control policy, etc. Said approval shall be obtained before the Recipient proceeds with the construction of any primary road system crossing.
 - C. The use of primary highway right of way for this projects' purpose shall be subject to any rights enjoyed by any existing utility lines presently within the right of way. If excavation of a utility line over which this project has been placed is necessary for any reason, the utility shall be responsible for proper backfilling of said excavation to ground level. The Recipient shall be responsible for any necessary resurfacing or restoration.
 - D. The use of primary highway right of way for this projects' purposes shall be subject to any future plans for reconstruction, improvement, maintenance, and/or relocation of the highway by the DOT. Any relocation of this project necessary because of said plans shall be at the expense of the Recipient, all at no cost to the DOT.
18. The Recipient shall acquire the project right of way, whether by lease, easement or fee title and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in the DOT's Right of Way manual. The Recipient shall contact the DOT for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds in the right of way purchase are involved. The Recipient will need to comply with all state and local environmental requirements and regulations before acquiring any needed right of way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal-aid participation for right of way acquisition, the Recipient will need to get environmental concurrence and Federal Highway Administration (FHWA) authorization before purchasing any needed right of way.

19. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highways Right of Way and the Policy for Accommodating Utilities on Primary Road system when on the DOT's right of way. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal-aid reimbursement in accordance with the FHWA rules applicable to the type of utility involved and Iowa Code Chapter 306A.
20. The Recipient shall be responsible for obtaining any permits, such as the Right to Occupy and/or Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to the start of construction.

The Recipient shall complete all known required environmental permits before the project is advertised for letting. In addition, the Recipient shall fully comply with all applicable environmental requirements before funds are reimbursed or credited.

The approval of the project application for funding nor the signing of this agreement nor the concurrence to advertise shall be construed as approval of any required permit from DOT.

21. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 Iowa Administrative Code Chapter (IAC) 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
22. In the event that right of way is required for the project, said right of way will be acquired in accordance with 761 IAC Chapter 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
23. The project plans, specifications and cost estimate shall be prepared and certified by a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other agreement documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient. However, the plans, specifications and other agreement documents for each division must be submitted at least thirty (30) days prior to the project advertising of each division. Project cannot be advertised until DOT concurrence has been acquired. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project letting. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
24. The Recipient shall be responsible for the daily inspection of the project. For projects let to contract, the Recipient shall compile a daily log of materials and quantities. For projects constructed with local forces, the Recipient shall compile a daily log of materials, equipment and labor on the project. The DOT reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.

25. The Recipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred for the project. The Recipient shall also make such materials available at all reasonable times during the construction period and for three years from the date of final reimbursement, for inspection by the DOT, FHWA, or any authorized representatives of the Federal government. Copies of said materials shall be furnished by the Recipient if requested.
26. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project costs. Reimbursement claims shall include certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
27. The DOT shall reimburse the Recipient for properly documented and certified claims for eligible project activity costs less a retainage of not more than five percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the DOT determines the Recipient is overpaid, the Recipient shall reimburse the overpaid amount to the DOT.
28. Upon completion of the project described in this agreement, a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement.

In addition, prior to final reimbursement for the project the Recipient shall furnish a set of "as-built" plans of the project to the DOT.

Final reimbursement of funds, including retainage, shall be made only after the DOT accepts the project as complete.

29. If, in the opinion of the Recipient, the specific provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, prove to be burdensome to the Recipient or otherwise not in the public interest, and if the Recipient decides that the provisions of this agreement can be otherwise complied with without endangering public safety, the Recipient may request that said provisions be waived on all or specific parts of the project identified by the Recipient. Such request shall be made in writing to the DOT's contact person who shall, after consultation with other DOT staff, as necessary, make the final determination concerning said waiver. If said waiver is granted, all provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall be performed by the Recipient's contact person or designee.
30. The Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews and funding participation.

31. This agreement may be declared to be in default by the DOT if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the DOT determines that the project is not developed as described in the application.
32. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or a notice of continued default.
33. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of funds loaned or granted by this agreement. By signing this agreement, the Recipient agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the DOT Commission and may include cash repayment, installment repayments with negotiable interest rates, charges against the Recipient's share of road use tax funds, or other methods as approved by the Commission.
34. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this section for arbitration.
35. The Recipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the DOT. Failure to comply with this provision may be considered a default of this agreement.
36. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
37. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit E which is attached hereto and by this reference incorporated into this agreement.
38. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules. For portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the Recipient shall provide the DOT file copies of project letting documents within five (5) working days after the letting. The Recipient must wait for DOT concurrence before making the final award.

39. The Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.

40. Local Development: The Recipient shall notify the DOT's contact person within 30 days of the date the RISE project was constructed and open to traffic. The Recipient shall certify to the DOT's contact person within three years of the date the RISE project is constructed and open to traffic any associated economic development which has resulted from the project, including infrastructure improvements, capital investment, and/or job creation. This certification by the Recipient is subject to review by the DOT.

Land: The Recipient shall also provide certification documentation to the DOT's contact person within three years of the date the RISE project is constructed and open to traffic that the majority of the area that was developed is RISE eligible. The Recipient will certify that the developed area has been maintained as a RISE eligible development and that the said development meets RISE eligibility requirements. This certification by the Recipient is subject to audit by the DOT and the DOT has sole authority to determine whether the associated economic development has been accomplished. If the majority of the developed area is not RISE eligible then the Recipient shall pay back an amount determined by the DOT up to the full repayment of the RISE award.

The DOT shall monitor the progress of the associated economic development following the construction of the RISE project. Failure to certify the associated economic development shall be considered a default under this agreement.

41. This agreement as set forth in sections 1 through 41 herein, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2025-R-004 as of the date shown opposite its signature below.

RECIPIENT: Jasper County

This agreement was approved by official action of the Jasper County Board of Supervisors in official session on the _____ day of _____, _____.

County Auditor

Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Transportation Development Division
800 Lincoln Way, Ames, Iowa 50010

By: _____ Date _____, 20__

Debra Arp
Grant Team Leader
Local Systems Bureau

Exhibit A

Project Site Map:

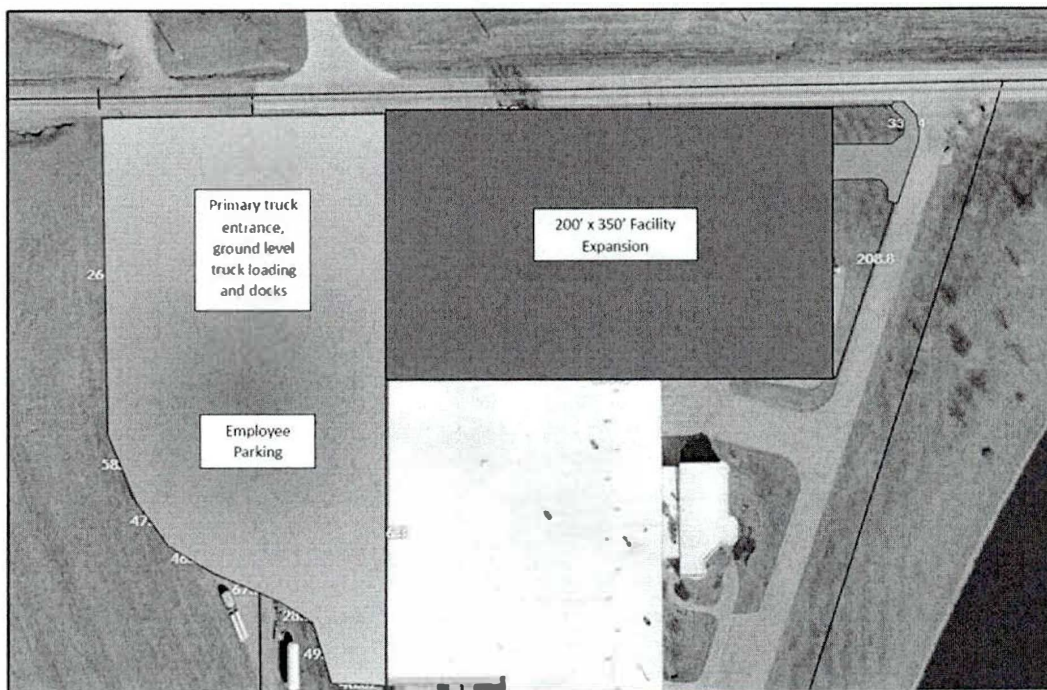


Exhibit B

Project activities or costs eligible for RISE funding, and which may be counted as part of the non-RISE participation in immediate opportunity and local development roadway projects, include only the following:

- a. Roadway resurfacing, rehabilitation, modernization, upgrading, reconstruction or initial construction, including grading and drainage, paving, erosion control, pavement overlays and shoulder widening and stabilization.
- b. Bridge and culvert repair, modernization, replacement or initial construction.
- c. Roadway intersection and interchange improvements including warranted traffic signalization when it is integral to the improvement.
- d. Public transportation system improvements, including but not limited to bus shelters, bus turnouts, and passenger information signage, when they are integral to the roadway improvement and were approved for inclusion in the project by the Department prior to the funding commitment.
- e. Bicycle and pedestrian infrastructure improvements, including but not limited to sidewalks, at-grade pedestrian crossings, bike lanes, and separated bike lanes, when they are integral to the roadway improvement and were approved for inclusion in the project by the Department prior to the funding commitment.
- f. Right-of-way acquisition costs, including but not limited to appraisals, negotiation, compensation, and cultural resources surveys necessary to comply with applicable local, state and federal laws, rules and regulations.
- g. Construction or improvement of motorist rest areas, welcome centers and information centers.
- h. Design engineering costs leading to construction plan development and construction inspection costs associated with RISE-financed projects.
- i. County and City bond principal and interest payments associated with RISE projects. No financing expenses incurred prior to funding commitment shall be eligible.
- j. Storm drainage and storm sewer costs to the extent needed for draining the roadway.
- k. Reconstruction or adjustment of utilities, including but not limited to water, sanitary sewer, electric, telephone, and natural gas, when utilities are located on private property and require replacement or relocation due to project construction; or said utilities are located in the public right-of-way and the utility is not required to relocate at its own expense.
- l. Costs associated with the acquisition of local, state and federal permits required for roadway construction.

Exhibit C

Activities or costs ineligible for RISE funding, and which may not be counted as part of the non-RISE participation in immediate opportunity or local development roadway projects, include but are not limited to the following:

- a. Any and all costs incurred prior to a funding commitment by the commission notwithstanding rule 761—163.9(315).
- b. Routine roadway, bridge and culvert maintenance, including but not limited to pothole filling, crack sealing, seal coating, patching, shoulder maintenance, gravel or earth roadway maintenance, and bridge painting.
- c. Winter roadway and bridge maintenance, including but not limited to snow plowing, sanding and salting.
- d. Overhead and operating costs associated with eligible project activities, including auditing.
- e. Expenses associated with the preparation and submission of applications for RISE funding.
- f. Pre-design engineering, feasibility or alignment studies, and other planning expenses.
- g. Traffic signalization, except as an integral part of a roadway project.
- h. Pavement marking and traffic signs, except as an integral part of a roadway project.
- i. Utility construction, reconstruction or adjustment except for those activities or costs described in Exhibit B, Item k.
- j. Safety appurtenances, except as an integral part of a roadway project.
- k. Lighting, except as an integral part of a roadway project.
- l. Lighting energy and maintenance costs.
- m. Sidewalks, bicycle paths and railroad-highway crossings, except when replacing those facilities in service and affected by the project, or as an integral part of a roadway project.
- n. Parking expenditures, including those for structure, lots, meters, paving, and marking whether on-street or off-street parking.
- o. Non-roadway transportation expenditures, including those for railway, aviation, public transportation and inland waterway facilities and equipment.
- p. Purchase of furnishings, construction equipment and personal property.
- q. General government expenses and expenses associated with the provision of any public service which are not eligible for RISE program assistance.
- r. Donated right of way.

Exhibit D

Project Implementation Schedule:

Commission Approval Date:	November 12, 2024
Design Completion:	May 2025
Letting/Bid Date:	June 2025
Project Closeout:	November 2025

Exhibit E

CONTRACT PROVISION

**Targeted Small Business (TSB)
Affirmative Action Responsibilities**
on
Non-Federal Aid Projects (Third-Party State-Assisted Projects)

October 2023

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority
Targeted Small Business Certification Program
1963 Bell Ave.
Suite 200
Des Moines, IA 50315
Phone: (515-348-6193)
Website: <https://www.iowaeda.com/small-business/targeted-small-business/>

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufacturers and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufacturers and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTORS SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6193) to identify potential material suppliers, manufacturers and contractors.

TSB Affirmative Action Responsibilities

- B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are submitted. Maintain complete records of negotiations efforts.
- D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.
- E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

A. The bidder may count:

- 1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- 2) Work to be subcontracted to a TSB; or
- 3) Any other commercially useful function.

B. The contractor may count:

- 1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- 2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- 3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- 4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

TSB Affirmative Action Responsibilities

- 1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- 2) Date of the contract.
- 3) Whether or not a TSB bid/quotation was received.
- 4) Whether or not the TSB's bid/quotation was used.
- 5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre- BID Contract Information Form.

C. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contact Information Form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- 1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- 2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- 3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- 4) Were initial solicitations of interested TSBs followed up?
- 5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
- 6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- 7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- 8) Were services used of minority community organization, minority contractors' groups; local State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form 730007, "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C of this document prior to the contract award. Form 730007 can be found here:

<https://iowadot.seamlessdocs.com/f/TargetedSmallBusinessTSBPrebidContactInfo>

Contractor _____

Page# _____

Project# _____

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

County _____

City _____

(To Be Completed By All Bidders Per The Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ _____

List items by name to be subcontracted:

**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6193) or from its website at: <https://www.iowaeda.com/small-business/targeted-small-business/>
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available from the Administering Bureau.
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. Form 260017 "Checklist and Certification for the Utilization of TSBs" shall be filled out upon completion of each project, and sent to Iowa Department of Transportation, Civil Rights Bureau, 800 Lincoln Way, Ames, IA 50010:
<https://iowadot.seamlessdocs.com/f/ChecklistandCertforUtilizationofTSBOnNonFederalProjects>

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Economic Development Authority? ☐ YES ☐ NO

If no, explain _____

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) _____

If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

If no, explain _____

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

If yes, what was the goal or percentage? _____

If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

If no, what action was taken by Recipient? _____

Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient
from the Iowa Department of Transportation?

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

Name(s) and address(es) of the TSB firm(s) _____
(Use additional sheets if necessary)

Was the goal or percentage achieved? ☐ YES ☐ NO

If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

Date

PROFESSIONAL SERVICES AGREEMENT

This agreement made between JASPER COUNTY, IOWA

the CLIENT and GARDEN & ASSOCIATES, LTD., the CONSULTANT, for services concerning the following PROJECT:

P.C.C. paving of approximately 600' of Cordova Avenue with vertical alignment adjustment.

GARDEN & ASSOCIATES, LTD. agrees to perform the following professional services in connection with the PROJECT:

- Prepare project plans in IDOT format
- Certify project plans

The CLIENT hereby agrees to provide the CONSULTANT all criteria, design and construction standards, and full information as to the CLIENT'S requirements for the PROJECT. Other terms and conditions of this contract, including time of performance are as follows:

- Client to provide all needed survey information for the project
- Client to administer letting and construction phases of the project

The CLIENT agrees to compensate the CONSULTANT for services rendered under this agreement on the following basis:

Standard hourly rates with a Maximum Fee of \$15,000. Current standard rate schedule is attached.

THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED HERETO.

This agreement represents the entire and integrated agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

CLIENT

DATE



FOR GARDEN & ASSOCIATES, LTD.

3/5/25

DATE

ATTACHMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

GENERAL CONDITIONS

Reference Conditions: Garden & Associates, Ltd. will hereinafter be referenced as G&A and the above referenced CLIENT will be referred to as CLIENT. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

Change Order: The term "Change Order" as used herein is a written order to G&A and signed by G&A and CLIENT, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

Severability: The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereto shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

Billings/Payments: Invoices for services shall be submitted at G&A's option either upon completion of such services or on periodic basis. Invoices shall be payable within 45 days after the invoice date. If the invoice is not paid within 45 days, G&A may, without waiving any claim or right against the CLIENT and without liability whatsoever to the CLIENT, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 45 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of G&A. In the event any portion or all of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection including reasonable attorney's fees.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Applicable Law: The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Iowa.

Standard of Care: Services performed by G&A under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty of guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

Professional Liability: CLIENT agrees to limit G&A's liability to CLIENT arising from negligent professional acts, errors, or omissions, such that G&A's total aggregate liability shall not exceed \$50,000.00 or the total fee for this contract, whichever is greater.

Indemnification: The CLIENT shall indemnify and hold harmless G&A and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT or anyone directly or indirectly employed by the CLIENT (except G&A). G&A shall indemnify and hold harmless the CLIENT and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of G&A or anyone directly or indirectly employed by G&A (except the CLIENT). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the CLIENT and G&A, then the responsibility shall lie between the CLIENT and G&A in proportion to their contribution of negligence. In no case shall G&A's liability exceed the limit of liability established under the Professional Liability Section of this contract, and in no event shall liability exist for any lost profits or loss of use.

Terms: Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and affect from the date first written on the Agreement until the date of completion of the services or either party becomes insolvent, make an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate the Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, CLIENT shall pay and reimburse G&A for services rendered and costs incurred by G&A prior to the effective date of termination. The indemnification of G&A by CLIENT wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

Without Representation or Warranty: G&A makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor for such warranties to be implied with respect to the data or service furnished. G&A assumes no responsibility with respect to CLIENT's use thereof.

Applicability: These General Conditions, being part of an Agreement for Professional Services between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges and reimbursable expenses for services and costs incurred by G&A, they shall be based on the annually adopted Standard Rate Schedule of G&A for the period from March 1st through February 28th of each year. The Standard Rate Schedule will annually be subject to change each March 1st of each year.

Enforcement: In the event Client should fail to perform any obligation hereunder, Client agrees to pay all costs of enforcement, including G&A's reasonable attorney fees and court costs. The parties further agree that in the event of litigation thereon, that the District Court of Jasper County shall have exclusive jurisdiction, unless waived in writing by G&A.

GARDEN & ASSOCIATES, LTD.
2025 RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 179.00
Project Manager	\$ 173.00
Engineer 1	\$ 160.00
Engineer 2	\$ 145.00
Engineer 3	\$ 136.00
Engineer 4	\$ 122.00
Engineer 5	\$ 115.00
Surveyor 1	\$ 146.00
Surveyor 2	\$ 140.00
Surveyor 3	\$ 124.00
Technician 1	\$ 136.00
Technician 2	\$ 114.00
Technician 3	\$ 108.00
Technician 4	\$ 100.00
Technician 5	\$ 88.00
Technician 6	\$ 72.00

REIMBURSABLE EXPENSES

Mileage, Per Mile	\$ 0.70
Printing, Per Square Foot	\$ 0.30
Printing - Color, Per Square Foot	\$ 2.00
Copying, Per Sheet	\$ 0.30
Copying - Color, Per Sheet	\$ 1.50
GPS Survey Equipment, Per Hour	\$ 53.00
Robotic Total Station Equipment, Per Hour	\$ 53.00
ATV GPS Mapping, Per Hour	\$ 145.00
Laser Scanning, Per Hour	\$ 170.00
GIS, Mapping Equipment, Per Hour	\$ 13.00

OTHER REIMBURSABLE EXPENSES

- 1 Charges for outside services such as soils and materials testing, fiscal, and legal will be billed at their invoice cost.
- 2 All other direct expenses will be invoiced at cost.

ADJUSTMENTS TO FEE SCHEDULE

- 1 Rate Schedule effective March 1, 2025 through February 28, 2026. The Rate Schedule shall be subject to change each March 1st of each year.

Prepared by and Return to: Jasper County Highway Department, 910 N 11th Ave E, Newton, IA 50208
Permanent Easement for Public Highway
Parcel Nos. 0205300004

For the consideration of Four Hundred Thirty-Six and 91/100 -----(436.91)----- DOLLARS and other valuable consideration in hand paid by Jasper County, Iowa, Trent A. Clapper and Mickolyn E. Clapper, of Rhodes, 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 PARCEL - I

That part of the Southwest Quarter of the Southwest Quarter of Section 5, Township 81 North, Range 20 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Southeast Corner of the Southwest Quarter of the Southwest Quarter of said Section 5;
thence on an assumed bearing South 88 degrees 54 minutes 21 seconds West 176.00 feet along the south line of said Southwest Quarter of the Southwest Quarter to the point of beginning;
thence South 88 degrees 54 minutes 21 seconds West 100.00 feet along said south line;
thence North 01 degrees 05 minutes 29 seconds West 33.00 feet to the present right of way line of a Jasper County Highway;
thence North 01 degrees 05 minutes 29 seconds West 30.00 feet;
thence North 88 degrees 54 minutes 21 seconds East 100.00 feet;
thence South 01 degrees 05 minutes 29 seconds East 30.00 feet to the present right of way line of a Jasper County Highway;
thence South 01 degrees 05 minutes 29 seconds East 33.00 feet to the point of beginning.

Said tract contains 0.14 acres and is subject to an existing Jasper County Highway Easement over the southerly 0.08 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 3-5, 2025 (SIGN IN INK)

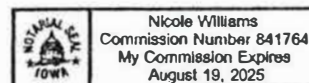
Trent Clapper

STATE OF Iowa, COUNTY OF Jasper, ss:

On this 5th day of March, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Trent Clapper 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: L-C050(D05)—73-50



INDEX LEGEND

COUNTY: Jasper

SECTION: 5, T-81N, R-20W, SW 1/4 of the SW 1/4

SURVEY FOR: Jasper County Engineer, Newton, IA
OWNERS: Trent A. Clapper & Mickolyn E. Clapper,
Rhodes, 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.

Lowry Land Services, L.L.C.

752 Diamond Trail Rd., Searsboro, Iowa 50242

(641) 521-1160, lowrylandservices@gmail.com

RIGHT OF WAY ACQUISITION PLAT - PARCEL 1
PART OF LOT 1, SW 1/4 of the SW 1/4, SEC. 5, T-81N, R-20W,
JASPER COUNTY, IOWA

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

DESCRIPTION OF PARCEL - 1

That part of the Southwest Quarter of the Southwest Quarter of Section 5, Township 81 North, Range 20 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Southeast Corner of the Southwest Quarter of the Southwest Quarter of said Section 5;
thence on an assumed bearing South 88 degrees 54 minutes 21 seconds West 176.00 feet along the south line of said Southwest Quarter of the Southwest Quarter to the point of beginning;
thence South 88 degrees 54 minutes 21 seconds West 100.00 feet along said south line;
thence North 01 degrees 05 minutes 29 seconds West 33.00 feet to the present right of way line of a Jasper County Highway;
thence North 01 degrees 05 minutes 29 seconds West 30.00 feet;
thence North 88 degrees 54 minutes 21 seconds East 100.00 feet;
thence South 01 degrees 05 minutes 29 seconds East 30.00 feet to the present right of way line of a Jasper County Highway;
thence South 01 degrees 05 minutes 29 seconds East 33.00 feet to the point of beginning.

Said tract contains 0.14 acres and is subject to a Jasper County Highway Easement over the southerly 0.08 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 12/31/2025

Pages covered by this seal: 1 - 2

PRELIMINARY PLAT FOR REVIEW

Jason S. Lowry

Iowa Lic. No. 22291

Date

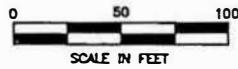
LOWRY LAND SERVICES, L.L.C.

752 DIAMOND TRAIL RD., SEARSBORO, IOWA 50242, 641-521-1160

PROJ. NO. BRIDGE D05

PAGE 1

RIGHT OF WAY ACQUISITION PLAT - PARCEL 1
PART OF LOT 1, SW 1/4 of the SW 1/4, SEC. 5, T-81N, R-20W,
JASPER COUNTY, IOWA



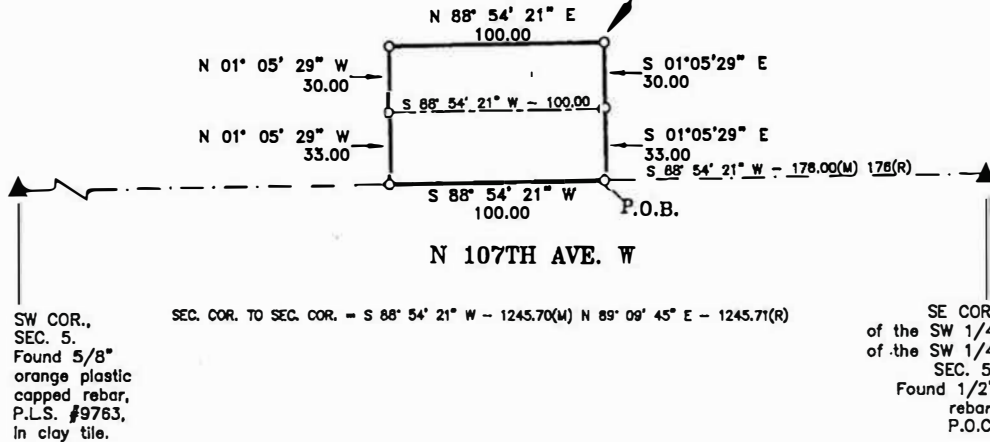
— — — — — Present Jasper Co. Right-of-Way Line

LOT 1

SW 1/4
SW 1/4

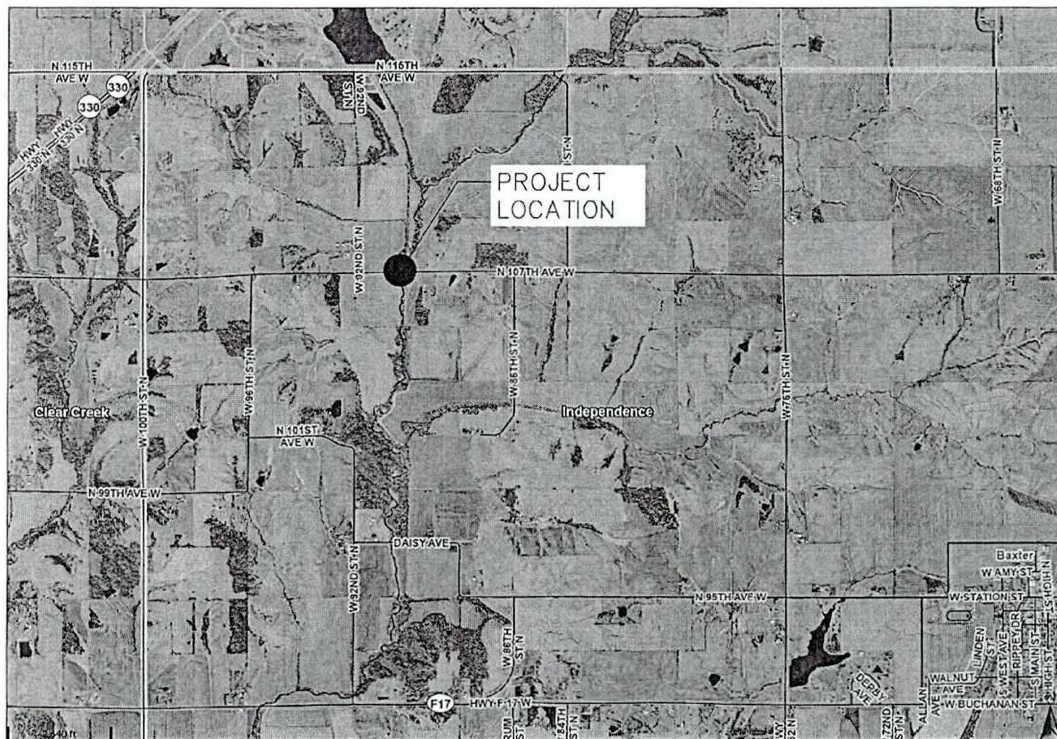
REPORT OF CHANGE OF TITLE
 BK. 1117, P. 253

Parcel - 1
0.14 Acres
(Hwy. R.O.W. = 0.08 acres)



AREA OF PARCEL 1

PT. LOT 1 SW 1/4 SW 1/4 SEC. 5	= 0.06 Acres
PLUS PRESENT RIGHT OF WAY	= 0.08 Acres
TOTAL ACREAGE OF RIGHT OF WAY	= 0.14 Acres



Prepared by and Return to: Jasper County Highway Department, 910 N 11th Ave E, Newton, IA 50208
Permanent Easement for Public Highway
Parcel ID No. 0208100006

For the consideration of Three Hundred Sixty-Eight and 95/100 ----- (368.95)----- DOLLARS and other valuable consideration in hand paid by Jasper County, Iowa, Trent A. Clapper and Mickolyn E. Clapper, of Rhodes, 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 PARCEL - 3

That part of the Northwest Quarter of the Northwest Quarter of Section 8, Township 81 North, Range 20 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of the Northwest Quarter of said Section 8; thence on an assumed bearing South 88 degrees 54 minutes 21 seconds West 71.00 feet along the north line of said Northwest Quarter of the Northwest Quarter to the point of beginning;
thence South 01 degrees 05 minutes 29 seconds East 33.00 feet to the present right of way line of a Jasper County Highway;
thence South 43 degrees 54 minutes 40 seconds West 42.43 feet;
thence South 88 degrees 54 minutes 21 seconds West 54.70 feet;
thence North 01 degrees 05 minutes 29 seconds West 30.00 feet to the present right of way line of a Jasper County Highway;
thence North 01 degrees 05 minutes 29 seconds West 33.00 feet to said north line of the Northwest Quarter of the Northwest Quarter;
thence North 88 degrees 54 minutes 21 seconds East 84.71 feet along said north line to the point of beginning.

Said tract contains 0.11 acres and is subject to an existing Jasper County Highway Easement over the northerly 0.06 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 3-5, 20 25 (SIGN IN INK)

Trent Clapper

STATE OF Iowa, COUNTY OF Jasper, ss:

On this 5th day of March, 20 25, before me, the undersigned, a Notary Public in and for said state, personally appeared Trent Clapper 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.

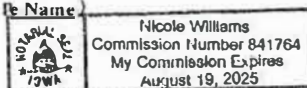
Nicole Williams

(Sign in Ink)

Nicole Williams

(Print/Type Name)

Notary Public in and for the State



INDEX LEGEND

COUNTY: Jasper

SECTION: 8, T-81N, R-20W, NW 1/4 of the NW 1/4

SURVEY FOR: Jasper County Engineer, Newton, IA

OWNERS: Trent A. Clopper & Mickolyn E. Clopper,
Rhodes, 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.

Lowry Land Services, L.L.C.

752 Diamond Trail Rd., Searsboro, Iowa 50242

(641) 521-1160, lowrylandservices@gmail.com

RIGHT OF WAY ACQUISITION PLAT - PARCEL 3
Part of the NW 1/4 of the NW 1/4, SEC. 8, T-81N, R-20W,
JASPER COUNTY, IOWA

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

DESCRIPTION OF PARCEL - 3

That part of the Northwest Quarter of the Northwest Quarter of Section 8, Township 81 North, Range 20 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of the Northwest Quarter of said Section 8; thence on an assumed bearing South 88 degrees 54 minutes 21 seconds West 71.00 feet along the north line of said Northwest Quarter of the Northwest Quarter to the point of beginning; thence South 01 degrees 05 minutes 29 seconds East 33.00 feet to the present right of way line of a Jasper County Highway; thence South 43 degrees 54 minutes 40 seconds West 42.43 feet; thence South 88 degrees 54 minutes 21 seconds West 54.70 feet; thence North 01 degrees 05 minutes 29 seconds West 30.00 feet to the present right of way line of a Jasper County Highway; thence North 01 degrees 05 minutes 29 seconds West 33.00 feet to said north line of the Northwest Quarter of the Northwest Quarter; thence North 88 degrees 54 minutes 21 seconds East 84.71 feet along said north line to the point of beginning.

Said tract contains 0.11 acres and is subject to a Jasper County Highway Easement over the northerly 0.06 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 12/31/2025

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

PROJ. NO. BRIDGE D05

PAGE 1

RIGHT OF WAY ACQUISITION PLAT - PARCEL 3 Part of the NW 1/4 of the NW 1/4, SEC. 8, T-81N, R-20W, JASPER COUNTY, IOWA



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

AREA OF PARCEL 3

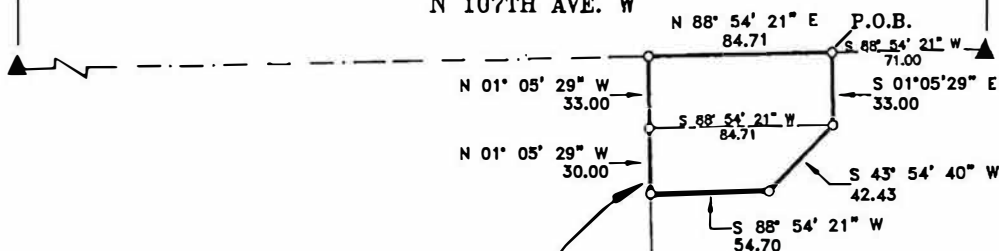
PART OF NW 1/4 NW 1/4 SEC. 8	= 0.05 Acres
PLUS PRESENT RIGHT OF WAY	= 0.06 Acres
TOTAL ACREAGE OF RIGHT OF WAY	= 0.11 Acres

NW COR.,
SEC. 8.
Found 5/8"
orange plastic
capped rebar,
P.L.S. #9783,
in clay tile.

NE COR.
of the NW 1/4
of the NW 1/4
SEC. 8.
Found 1/2"
rebar.
P.O.C.

SEC. COR. TO SEC. COR. = S 88° 54' 21" W - 1245.70(M) N 89° 09' 45" E - 1245.71(R)

N 107TH AVE. W



Parcel - 3
0.11 Acres
 (Hwy. R.O.W. = 0.06 acres)

WARRANTY DEED
INSTRUMENT NO.
 2021-02091

NW 1/4
NW 1/4

Prepared by and Return to: Jasper County Highway Department, 910 N 11th Ave E, Newton, IA 50208
Permanent Easement for Public Highway
Parcel ID No. 0208100001

For the consideration of Nine Hundred Thirty-seven and 36/100 -----(937.36)-----DOLLARS and other valuable consideration in hand paid by Jasper County, Iowa, Trent A. Clapper and Mickolyn E. Clapper, of Rhodes, 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 PARCEL - 4

That part of the Northwest Quarter of the Northwest Quarter of Section 8, Township 81 North, Range 20 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of the Northwest Quarter of said Section 8; thence on an assumed bearing South 88 degrees 54 minutes 21 seconds West 155.71 feet along the north line of said Northwest Quarter of the Northwest Quarter to the point of beginning;
thence South 01 degrees 05 minutes 29 seconds East 33.00 feet to the present right of way line of a Jasper County Highway;
thence South 01 degrees 05 minutes 29 seconds East 30.00 feet;
thence South 88 degrees 54 minutes 21 seconds West 120.30 feet;
thence North 43 degrees 54 minutes 40 seconds West 42.43 feet to the present right of way line of a Jasper County Highway;
thence North 01 degrees 05 minutes 29 seconds West 33.00 feet to said north line of the Northwest Quarter of the Northwest Quarter;
thence North 88 degrees 54 minutes 21 seconds East 150.30 feet along said north line to the point of beginning.

Said tract contains 0.21 acres and is subject to an existing Jasper County Highway Easement over the northerly 0.11 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 3-5, 20 25 (SIGN IN INK)

Trent Clapper

STATE OF Iowa, COUNTY OF Jasper, ss:

On this 5th day of March, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Trent Clapper 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

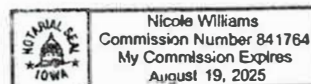
(Sign in Ink)


Nicole Williams

(Print/Type Name)

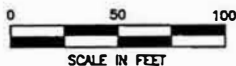
Notary Public in and for the State

Jasper County Project Number: L-C050(D05)—73-50



<p style="text-align: center;"><u>INDEX LEGEND</u></p> <p>COUNTY: Jasper SECTION: 8, T-81N, R-20W, NW 1/4 of the NW 1/4</p> <p>SURVEY FOR: Jasper County Engineer, Newton, IA OWNERS: Trent A. Clapper & Mickolyn E. Clapper, Rhodes, 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. Lowry Land Services, L.L.C. 752 Diamond Trail Rd., Searsboro, Iowa 50242 (641) 521-1160, lowrylandservices@gmail.com</p>				
<p style="text-align: center;">RIGHT OF WAY ACQUISITION PLAT – PARCEL 4 Part of the NW 1/4 of the NW 1/4, SEC. 8, T-81N, R-20W, JASPER COUNTY, IOWA (SEE PAGE 2 FOR GRAPHICAL REPRESENTATION OF THIS PLAT OF SURVEY)</p>				
<p><u>DESCRIPTION OF PARCEL – 4</u></p> <p>That part of the Northwest Quarter of the Northwest Quarter of Section 8, Township 81 North, Range 20 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:</p> <p>Commencing at the Northeast Corner of the Northwest Quarter of the Northwest Quarter of said Section 8; thence on an assumed bearing South 88 degrees 54 minutes 21 seconds West 155.71 feet along the north line of said Northwest Quarter of the Northwest Quarter to the point of beginning; thence South 01 degrees 05 minutes 29 seconds East 33.00 feet to the present right of way line of a Jasper County Highway; thence South 01 degrees 05 minutes 29 seconds East 30.00 feet; thence South 88 degrees 54 minutes 21 seconds West 120.30 feet; thence North 43 degrees 54 minutes 40 seconds West 42.43 feet to the present right of way line of a Jasper County Highway; thence North 01 degrees 05 minutes 29 seconds West 33.00 feet to said north line of the Northwest Quarter of the Northwest Quarter; thence North 88 degrees 54 minutes 21 seconds East 150.30 feet along said north line to the point of beginning.</p> <p>Said tract contains 0.21 acres and is subject to a Jasper County Highway Easement over the northerly 0.11 acres thereof.</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</p> <p>○ – no monument found or set</p> <p>■ – found lot cor.</p>	<div><div><p>JASON S. LOWRY 22291</p></div><div><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 12/31/2025</p><p>Pages covered by this seal: 1 – 2</p></div></div> <p style="text-align: center;">PRELIMINARY PLAT FOR REVIEW</p> <table><tr><td>Jason S. Lowry</td><td>Iowa Lic. No. 22291</td><td>Date</td></tr></table>	Jason S. Lowry	Iowa Lic. No. 22291	Date
Jason S. Lowry	Iowa Lic. No. 22291	Date		
<p>LOWRY LAND SERVICES, L.L.C. 752 DIAMOND TRAIL RD., SEARSBORO, IOWA 50242, 641-521-1160</p> <p>PROJ. NO. BRIDGE D05 PAGE 1</p>				

RIGHT OF WAY ACQUISITION PLAT - PARCEL 4 Part of the NW 1/4 of the NW 1/4, SEC. 8, T-81N, R-20W, JASPER COUNTY, IOWA



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

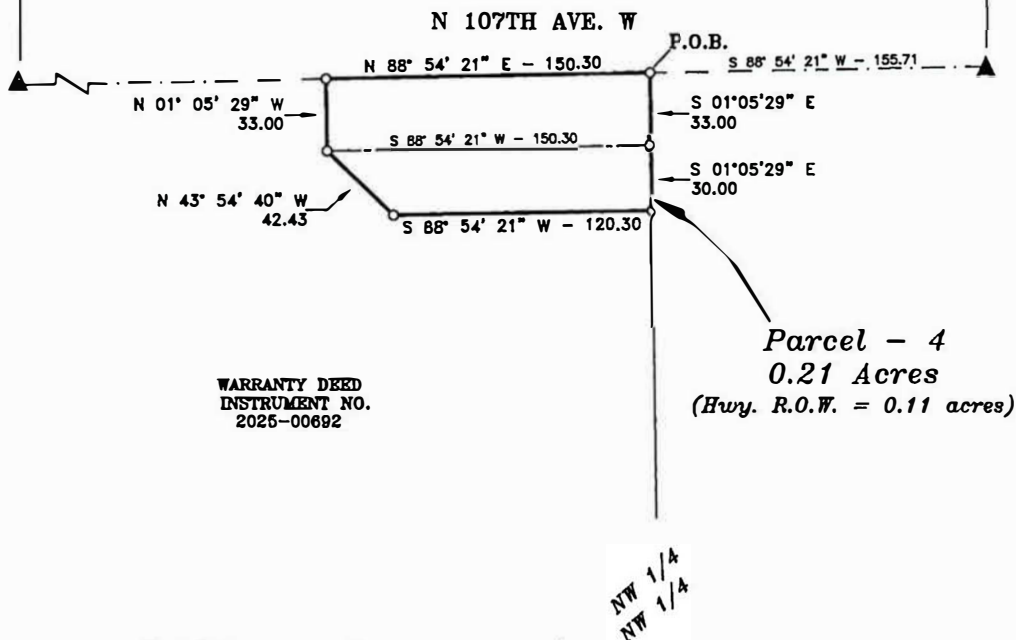
AREA OF PARCEL 4

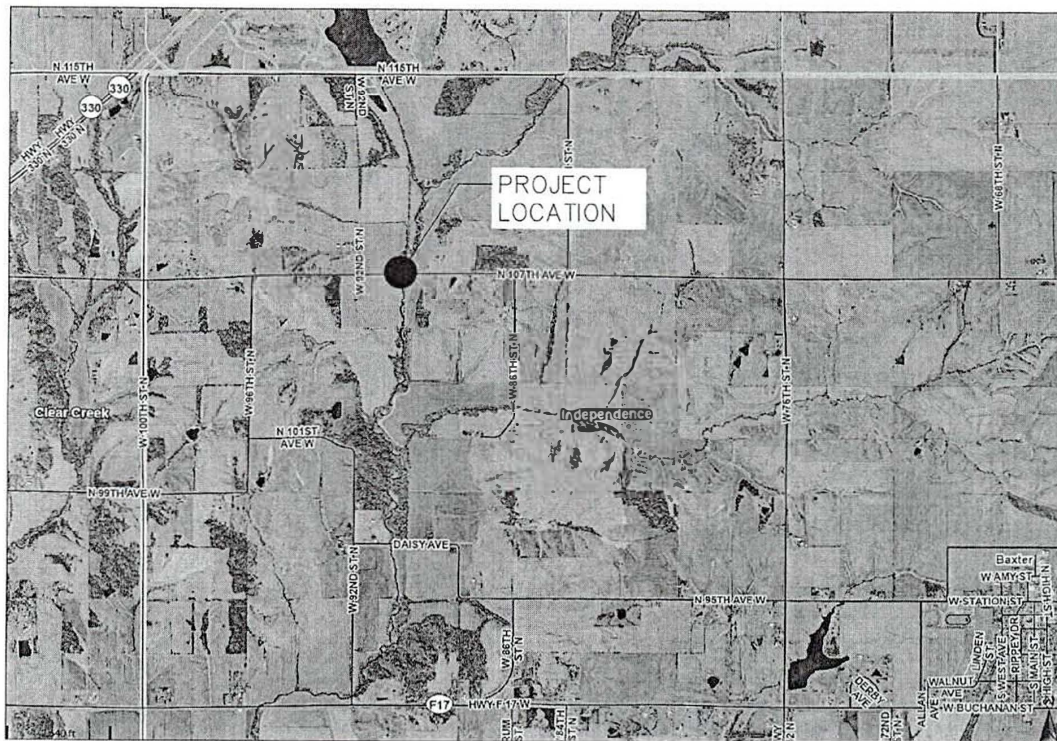
PART OF NW 1/4 NW 1/4 SEC. 8	= 0.10 Acres
PLUS PRESENT RIGHT OF WAY	= 0.11 Acres
TOTAL ACREAGE OF RIGHT OF WAY	= 0.21 Acres

NW COR.,
SEC. 8,
Found 5/8"
orange plastic
capped rebar,
P.L.S. #9763,
in clay tile.

NE COR.
of the NW 1/4
of the NW 1/4
SEC. 8,
Found 1/2"
rebar.
P.O.C.

SEC. COR. TO SEC. COR. = S 88° 54' 21" W - 1245.70(M) N 89° 09' 45" E - 1245.71(R)





June 2024

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a Surface Transportation Block Grant Program Project**

RECIPIENT: Jasper County

Project No.: STP-S-C050(154)—5E-50

Iowa DOT Agreement No.: 1-24-STPS-041

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Jasper County, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds. Federal regulations require Federal funds to be administered by the DEPARTMENT.

The RECIPIENT has received Federal funding through the Surface Transportation Block Grant (STBG) Program. STBG funds are available for construction, reconstruction, rehabilitation, resurfacing, restoration and operational or safety improvement projects on Federal-aid highways, bridges (as defined by the National Bridge Inspection Standards) on any public road, and several other types of projects, as specified in 23 U.S.C. 133(b). Federal-aid highways include all Federal Functional Classifications, except for rural minor collectors or local roads.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the DEPARTMENT agrees to provide STBG funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Jenifer Bates, and the Local Systems Central Region Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following described STBG project:

On F48 West from Polk County East 5.3 miles to West CL of Colfax HMA Resurfacing with Milling.
4. Eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. The RECIPIENT shall receive reimbursement for costs of authorized and approved eligible project activities from STBG funds. The portion of the project costs reimbursed by STBG funds shall be limited to a maximum of either 80 percent of eligible costs or the amount of \$2,000,000 as stipulated in the Central IA Region Transportation Planning Alliance current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.
7. The RECIPIENT shall pay for all project costs not reimbursed with STBG funds.
8. If the project described in Section 3 drops out of the Central IA Region Transportation Planning Alliance current TIP or the approved current STIP prior to obligation of Federal funds, and the RECIPIENT fails to

reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.

9. The RECIPIENT shall let the project for bids through the DEPARTMENT.
10. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
11. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
12. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

County Signature Block

This agreement was approved by official action of the Jasper County Board of Supervisors in official session on the _____ day of _____, 20_____.

County Auditor

Chair, County Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Transportation Development Division

By _____ Date _____, 20_____
Brian J. Catus, P.E.
Local Systems Field Engineer
Central Region

EXHIBIT 1
General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

1. General Requirements

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_im.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the DEPARTMENT.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. When the DEPARTMENT will pay initial project costs and credit those accounts from which initial costs were paid, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The RECIPIENT shall comply with the requirements of I.M. 5.010, DBE Guidelines.

- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming and Federal Authorization

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. The RECIPIENT must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous funding activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the RECIPIENT knows in advance that funding activity will not occur for nine months or more, the DEPARTMENT's Contract Administrator needs to be notified to determine if programming or authorization of funds can be adjusted or other options can be explored.
- c. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- d. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Design

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location

approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions; 4.020, NEPA Process; 4.110 Threatened and Endangered Species; and 4.120, Cultural Resource Regulations.

- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.
- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. 4.130, 404 Permit Process; 4.140, Storm Water Permits; 4.150 Iowa DNR Floodplain Permits and Regulations; 4.190, Highway Improvements in the Vicinity of Airports or Heliports; and 4.160, Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

5. Right-of-Way, Railroads and Utilities

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. Acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way and I.M. 3.680, Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the DEPARTMENT'S Policy for Accommodating Utilities on the County and City Non-Primary Federal-aid Road System for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating and Adjustment of Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.

- ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
- iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents in Doc Express.
- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in I.M. 5.120, Local Letting Process - Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with I.M. 3.710, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract execution.

7. Construction

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in I.M. 6.000, Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

8. Reimbursements

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable

and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

- d. Reimbursement claims shall be submitted on forms identified by the DEPARTMENT along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.
- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. The RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

APPROVAL OF SUBDIVISION PLAT NAME BY JASPER COUNTY AUDITOR

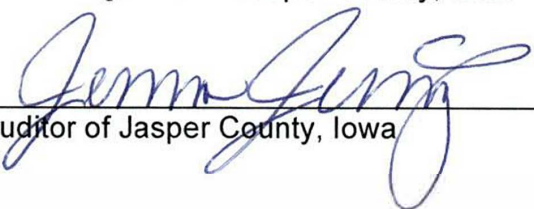
Date: 2/12/2025

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

WHISPERING PINES ESTATES

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 
Real Estate Clerk- Jasper County, Iowa

Signed 
Auditor of Jasper County, Iowa



INDEX LEGEND

LOCATION: WHISPERING PINES TOWNSHIPS IN THE NE 1/4-SW 1/4, SEC 35, T89N, R19W, CITY OF NEWTON, JASPER COUNTY, IA

PROPRIETORS: -OUTLOT A, UNITS 2-6, UNIT 9 AND UNITS 11-13: CV GRIFFITH PROPERTIES LLC, PO BOX 66, KELLOGG, IA 50135
-UNIT 1: TIMOTHY DEAN PALMISTE TRUST, PO BOX 717, NEWICE, IA 50171
-UNIT 7: LARRY AND THELMA PETTET, 501 E 19TH STREET SOUTH #7, NEWTON, IA 50208
-UNIT 8: RONNIE E. PETTET, 501 E 19TH STREET SOUTH #8, NEWTON, IA 50208
-UNIT 10: BETTE J. OSKAM, 501 E 19TH STREET SOUTH #10, NEWTON, IA 50208
-UNIT 14: MICHAEL KIDA, 501 E 19TH STREET SOUTH #14, NEWTON, IA 50208

REQUESTOR: CHUCK GRIFFITH

SURVEYOR: NICHOLAS F. CARTER
COMPANY & RETURN TO: CARTER SURVEYING & CONSTRUCTION SERVICES
8755 NE 27TH AVE
ALTDONA, IA 50009
515-343-6756

OWNER INFORMATION:

CHUCK GRIFFITH
CV GRIFFITH PROPERTIES, LLC
P.O. BOX 66
KELLOGG, IA 50135
641-990-9533

ZONING:

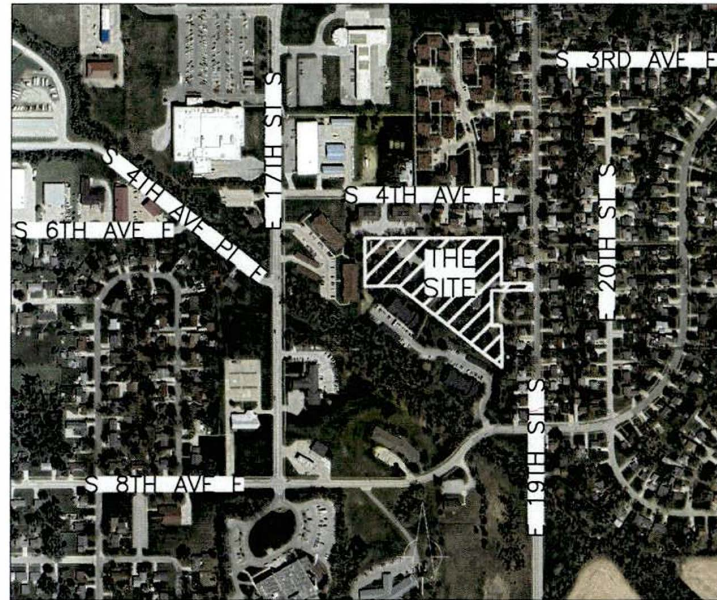
R-4 RESIDENTIAL

NOTES:

- SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.
- DATE OF FIELD WORK: FEBRUARY 4, 2025.
- THE PURPOSE OF THIS SUBDIVISION PLAN IS TO DIVIDE THE EXISTING WHISPERING PINES TOWNSHIPS HORIZONTAL REGIME INTO INDIVIDUALLY OWNED LOTS.
- BASIS OF BEARING FOR THE SURVEY IS THE IDWA RTH - IDWA SOUTH STATE PLANE COORDINATE SYSTEM.
- MINIMUM SETBACKS FOR APPLICABLE CITY OF NEWTON ZONING DISTRICT R-4 RESIDENTIAL SHALL APPLY:
-FRONT YARD: 25 FEET
-REAR YARD: 30 FEET
-SIDE YARD: 8 FEET
-MIN LOT WIDTH: 50'
-MIN LOT AREA: 6,000 SF
-MAX BUILDING LOT COVERAGE: 40%
- ALL MONUMENTS NOTED AS "SET" WILL BE PLACED WITHIN 30 DAYS OF THE RECORDING OF THIS FINAL PLAN.
- THIS PLAN HAS AN ERROR OF CLOSURE OF LESS THAN 1 FOOT IN 10,000 FEET AND EACH LOT WITHIN THIS PLAN HAS AN ERROR OF CLOSURE OF LESS THAN 1 FOOT IN 5,000 FEET.
- ALL MONUMENTS PLACED ARE A 1/2" DIAMETER IRON ROD WITH A YELLOW PLASTIC IDENTIFICATION CAP NO. 20757 UNLESS OTHERWISE NOTED.
- RECORD MEASUREMENTS ("M") REFER TO THOSE MEASUREMENTS SHOWN ON WHISPERING PINES TOWNSHIPS, AN OFFICIAL PLAN, AS RECORDED IN FILE 2004-03922, THE PLAN OF SURVEY RECORDED IN FILE 2022-03375, AND THE PLAN OF SURVEY RECORDED IN BOOK 1125, PAGE 605, ALL IN THE OFFICE OF THE JASPER COUNTY RECORDER.
- THE SITE IS LOCATED IN ZONE X, AREA OF MINIMAL FLOOD HAZARD, PER FEMA PANEL #19099001840, EFFECTIVE DATE 10-5-2018.
- ALL EXISTING DWELLINGS WITHIN THIS PLAN ARE CONNECTED TO THE WASTEWATER COLLECTION SYSTEM OWNED AND MANAGED BY THE CITY OF NEWTON.
- EXISTING ELECTRICAL SERVICE PROVIDED BY BLACK HILLS ENERGY.
- EXISTING GAS SERVICE PROVIDED BY ALLIANT ENERGY.
- EXISTING WATER AND SANITARY SEWER SERVICE PROVIDED BY THE CITY OF NEWTON.
- SOUTHWEST CORNER OF LOT 19 IN BLOCK X OF AURORA HEIGHTS SUBDIVISION - FOUND IR OPC 17342. OTHER MONUMENTS IN AREA HARMONIZE - THIS MONUMENT APPEARS TO HAVE BEEN MOVED AND IS 1.90 FEET NORTH AND 2.74 FEET WEST OF CALCULATED CORNER. USED INFORMATION ON SURVEY RECORDED IN FILE 2006-08328 TO ESTABLISH THIS CORNER. SAID CALCULATED CORNER IS THE ACCEPTED SW CORNER OF SAID LOT 19.
- NO PERMANENT STRUCTURES NOR FENCES ARE ALLOWED WITHIN THE EASEMENT AREAS.

WHISPERING PINES ESTATES FINAL PLAT

VICINITY MAP



LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 89 NORTH, RANGE 19 WEST OF THE 5TH PM, SAID TRACT BEING ALL OF WHISPERING PINES TOWNSHIPS, A HORIZONTAL PROPERTY REGIME, AN OFFICIAL PLAN, AS RECORDED IN FILE 2004-03922 OF THE JASPER COUNTY RECORDER; AND, PARCEL A, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 1125, PAGE 605 OF THE JASPER COUNTY RECORDER; AND, PARCEL C, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN FILE 2022-03375, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF NEWTON, JASPER COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON ROD WITH AN ILLEGIBLE WHITE IDENTIFICATION CAP, SAID MONUMENT BEING THE NORTHWEST CORNER OF SAID WHISPERING PINES TOWNSHIPS; THENCE N89°37'40"E ALONG THE NORTH LINE OF SAID WHISPERING PINES TOWNSHIPS, A DISTANCE OF 213.02 FEET TO THE SOUTHWEST CORNER OF LOT 5 OF CRESTVIEW PLACE, AN OFFICIAL PLAN, AS RECORDED IN BOOK E, PAGE 225 OF THE JASPER COUNTY RECORDER; THENCE N89°34'59"E ALONG THE NORTH LINE OF SAID WHISPERING PINES TOWNSHIPS, A DISTANCE OF 129.97 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF SAID CRESTVIEW PLACE; THENCE N89°34'57"E ALONG THE NORTH LINE OF SAID WHISPERING PINES TOWNSHIPS, A DISTANCE OF 69.87 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID CRESTVIEW PLACE; THENCE N89°30'47"E ALONG THE NORTH LINE OF SAID WHISPERING PINES TOWNSHIPS, A DISTANCE OF 70.11 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID CRESTVIEW PLACE; THENCE N89°16'56"E ALONG THE NORTH LINE OF SAID WHISPERING PINES TOWNSHIPS, A DISTANCE OF 65.45 FEET TO THE NORTHEAST CORNER OF SAID WHISPERING PINES TOWNSHIPS; THENCE S00°44'26"E ALONG THE EAST LINE OF SAID WHISPERING PINES TOWNSHIPS, A DISTANCE OF 78.81 FEET TO THE SOUTHWEST CORNER OF LOT 17 IN BLOCK X OF AURORA HEIGHTS SUBDIVISION, AN OFFICIAL PLAN, AS RECORDED IN BOOK D, PAGE 96 OF THE JASPER COUNTY RECORDER; THENCE S00°59'05"E ALONG THE EAST LINE OF SAID WHISPERING PINES TOWNSHIPS, A DISTANCE OF 58.07 FEET TO THE SOUTHWEST CORNER OF LOT 18 IN BLOCK X OF SAID AURORA HEIGHTS SUBDIVISION; THENCE S00°05'44"E ALONG THE EAST LINE OF SAID WHISPERING PINES TOWNSHIPS, A DISTANCE OF 57.31 FEET TO THE SOUTHWEST CORNER OF LOT 19 IN BLOCK X OF SAID AURORA HEIGHTS SUBDIVISION; SAID POINT ALSO BEING A POINT ON THE NORTH LINE OF SAID PARCEL A; THENCE N89°30'15"E ALONG THE NORTH LINE OF SAID PARCEL A, A DISTANCE OF 125.11 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19; SAID POINT ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF EAST 19TH STREET SOUTH; THENCE S00°40'05"E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 25.97 FEET TO THE SOUTH LINE OF SAID PARCEL A; THENCE S89°56'25"W ALONG THE SOUTH LINE OF SAID PARCEL A, A DISTANCE OF 165.29 FEET TO THE NORTHEAST CORNER OF SAID PARCEL C; THENCE S00°34'19"E ALONG THE EAST LINE OF SAID PARCEL C, A DISTANCE OF 145.86 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL C; THENCE S89°52'45"E ALONG THE SOUTH LINE OF SAID PARCEL C, AS SHOWN ON SAID PLAT OF SURVEY RECORDED IN BOOK 1125, PAGE 605, A DISTANCE OF 39.90 FEET TO THE NORTHWEST CORNER OF LOT 20 IN BLOCK X OF SAID AURORA HEIGHTS SUBDIVISION; THENCE S00°41'54"E ALONG THE EAST LINE OF SAID WHISPERING PINES TOWNSHIPS, A DISTANCE OF 113.41 FEET TO THE NORTHWEST CORNER OF LOT 22 IN BLOCK X OF SAID AURORA HEIGHTS SUBDIVISION; THENCE S00°41'54"E ALONG THE EAST LINE OF SAID WHISPERING PINES TOWNSHIPS, A DISTANCE OF 58.15 FEET TO THE SOUTHWEST CORNER OF SAID LOT 22; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID WHISPERING PINES TOWNSHIPS; THENCE N89°33'21"W ALONG THE SOUTH LINE OF SAID WHISPERING PINES TOWNSHIPS, A DISTANCE OF 549.06 FEET TO A SOUTHERLY CORNER OF SAID WHISPERING PINES TOWNSHIPS; THENCE S89°41'03"W ALONG THE SOUTH LINE OF SAID WHISPERING PINES TOWNSHIPS, A DISTANCE OF 134.95 FEET TO THE SOUTHWEST CORNER OF SAID WHISPERING PINES TOWNSHIPS; THENCE N00°19'35"W ALONG THE WEST LINE OF SAID WHISPERING PINES TOWNSHIPS, A DISTANCE OF 200.33 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 4.22 ACRES.

0' 500' 1000'



Certificate of Planning and Zoning Commission

This final plat of approval by the Planning and Zoning Commission this _____ day of _____, 20____.

Chair

Secretary

Certificate of City Council

This final plat of _____ was accepted and approved by the city of Newton City Council in resolution form, said resolution being _____, The City Clerk further certifies that the same final plat hereto attached has been accepted, approved and filed in accordance with the city ordinance of Newton, Iowa and the code of Iowa.

Passed: _____

Approved: _____

Attest: _____

Mayor

City Clerk



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORKS WERE PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

NICHOLAS F. CARTER P.L.S. IA LIC. NO. 20757 DATE _____

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2028

ADDITIONAL PAGES OR SHEETS COVERED BY THIS SEAL (NONE UNLESS INDICATED HEREY) PAGE 1 THROUGH 1

SYMBOLS LEGEND:

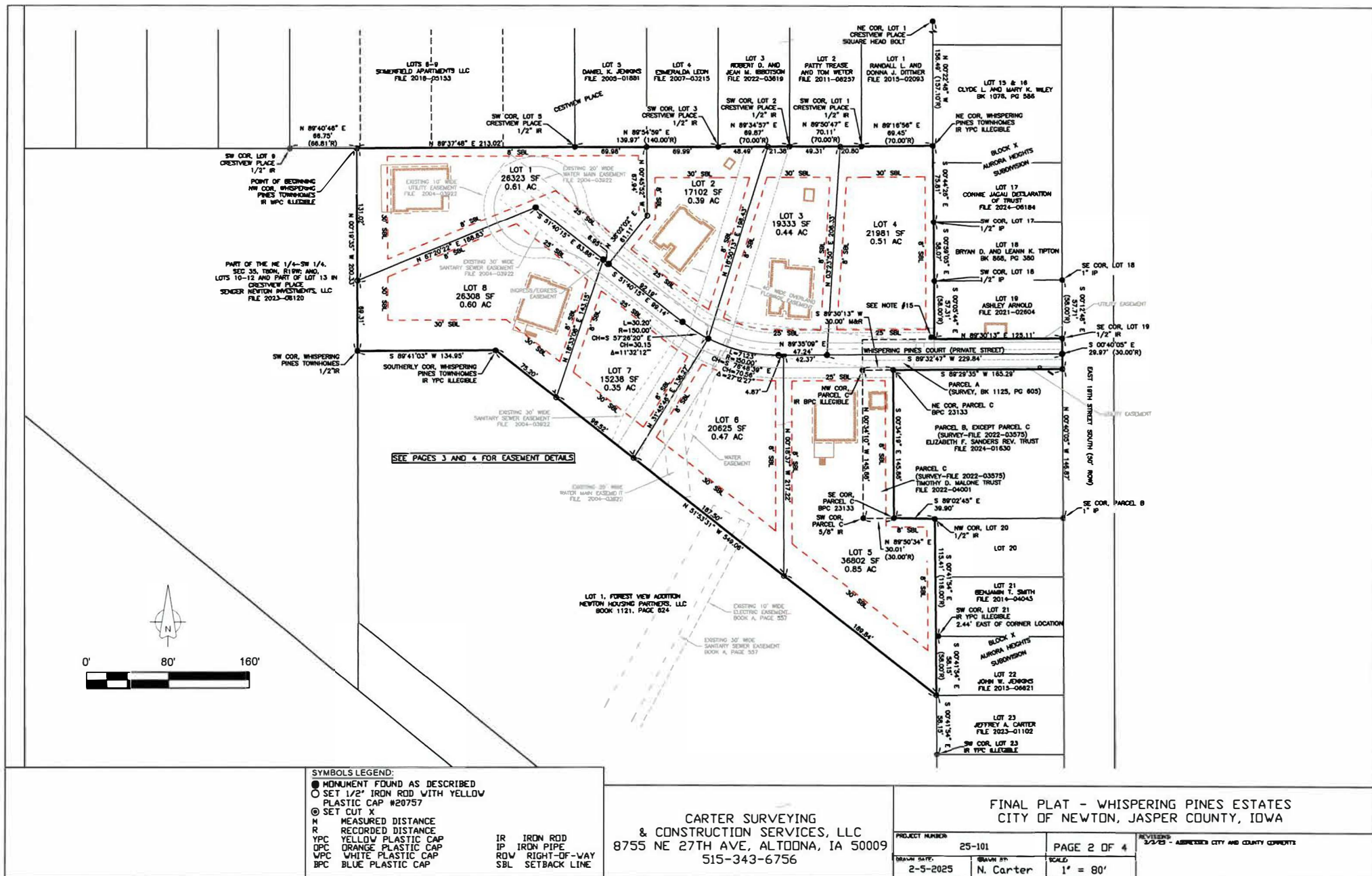
- MONUMENT FOUND AS DESCRIBED
- SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP #20757
- ◎ SET CUT X
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- YPC YELLOW PLASTIC CAP
- OPC ORANGE PLASTIC CAP
- WPC WHITE PLASTIC CAP
- BPC BLUE PLASTIC CAP

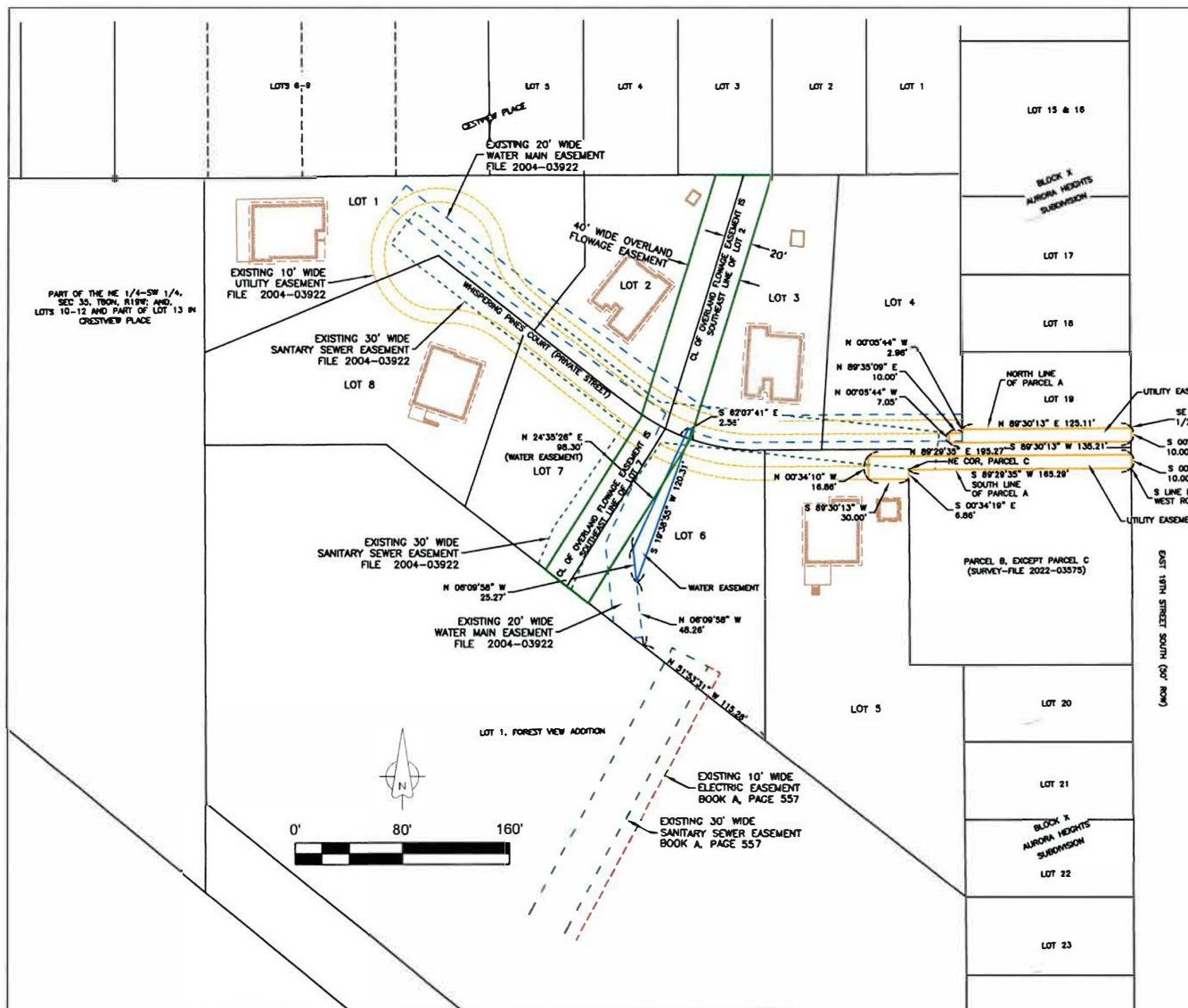
- IR IRON ROD
- IP IRON PIPE
- ROW RIGHT-OF-WAY
- SBL SETBACK LINE

CARTER SURVEYING
& CONSTRUCTION SERVICES, LLC
8755 NE 27TH AVE, ALTDONA, IA 50009
515-343-6756

FINAL PLAT - WHISPERING PINES ESTATES CITY OF NEWTON, JASPER COUNTY, IOWA

PROJECT NUMBER	DATE	PAGE	REVISIONS
25-101	2-5-2025	1 OF 4	3/2/25 - APPROVED CITY AND COUNTY COMMISSIONS
DRAWN BY:	DRAWN BY:	SCALE:	
N. Carter	N. Carter	1" = 500'	





LEGAL DESCRIPTION - UTILITY EASEMENT "A"
 A TRACT OF LAND LOCATED IN LOT 4 OF WHISPERING PINES ESTATES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF NEWTON, JASPER COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHEAST CORNER OF LOT 19 OF BLOCK X IN AURORA HEIGHTS SUBDIVISION, AN OFFICIAL PLAT, AS RECORDED IN BOOK D, PAGE 96 OF THE JASPER COUNTY RECORDER; THENCE S89°40'55"E ALONG THE WEST RIGHT-OF-WAY LINE OF EAST 19TH STREET SOUTH, A DISTANCE OF 10.80 FEET; THENCE S89°30'13"W, A DISTANCE OF 135.21 FEET; THENCE N00°05'44"W, A DISTANCE OF 7.05 FEET; THENCE N89°35'09"E, A DISTANCE OF 10.00 FEET; THENCE N00°05'44"W, A DISTANCE OF 2.96 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19; THENCE N89°30'13"E ALONG THE SOUTH LINE OF SAID LOT 19, A DISTANCE OF 125.11 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 1,322 SQUARE FEET OR 0.03 ACRES.

LEGAL DESCRIPTION - UTILITY EASEMENT "B"
 A TRACT OF LAND LOCATED IN LOT 5 OF WHISPERING PINES ESTATES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF NEWTON, JASPER COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHEAST CORNER OF PARCEL C, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN FILE 2022-03575 OF THE JASPER COUNTY RECORDER; THENCE S00°34'19"E ALONG THE EAST LINE OF SAID PARCEL C, A DISTANCE OF 6.86 FEET; THENCE S89°30'13"W, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF SAID PARCEL C; THENCE N00°34'10"W ALONG THE WEST LINE, AND LINE EXTENDED OF SAID PARCEL C, A DISTANCE OF 16.86 FEET; THENCE N89°29'35"E, A DISTANCE OF 195.27 FEET TO THE WEST RIGHT-OF-WAY LINE OF EAST 19TH STREET SOUTH; THENCE S00°40'05"E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO A POINT ON THE SOUTH LINE OF PARCEL A, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 1125, PAGE 608 OF THE JASPER COUNTY RECORDER; THENCE S89°29'35"E ALONG THE SOUTH LINE OF SAID PARCEL A, A DISTANCE OF 169.29 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 2,159 SQUARE FEET OR 0.05 ACRES.

LEGAL DESCRIPTION - WATER EASEMENT
 A TRACT OF LAND LOCATED IN LOT 3 AND LOT 6 OF WHISPERING PINES ESTATES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF NEWTON, JASPER COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6; THENCE N51°53'31"W ALONG THE SOUTHERLY LINE OF SAID LOT 6, A DISTANCE OF 115.28 FEET; THENCE N06°09'38"W ALONG THE EAST LINE AND LINE EXTENDED OF THE WATER MAIN EASEMENT SHOWN ON WHISPERING PINES TOWNMAPS, A HORIZONTAL RECORD, AN OFFICIAL PLAT, AS RECORDED IN FILE 2004-03922 OF THE JASPER COUNTY RECORDER, A DISTANCE OF 48.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N06°09'38"W ALONG THE EAST LINE OF SAID WATER MAIN EASEMENT, A DISTANCE OF 25.27 FEET TO AN EASTERLY CORNER OF SAID WATER MAIN EASEMENT; THENCE N24°35'26"E ALONG THE EAST LINE OF SAID WATER MAIN EASEMENT, A DISTANCE OF 98.30 FEET; THENCE S62°07'41"E, A DISTANCE OF 2.56 FEET; THENCE S19°28'35"W, A DISTANCE OF 120.31 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 788 SQUARE FEET OR 0.02 ACRES.

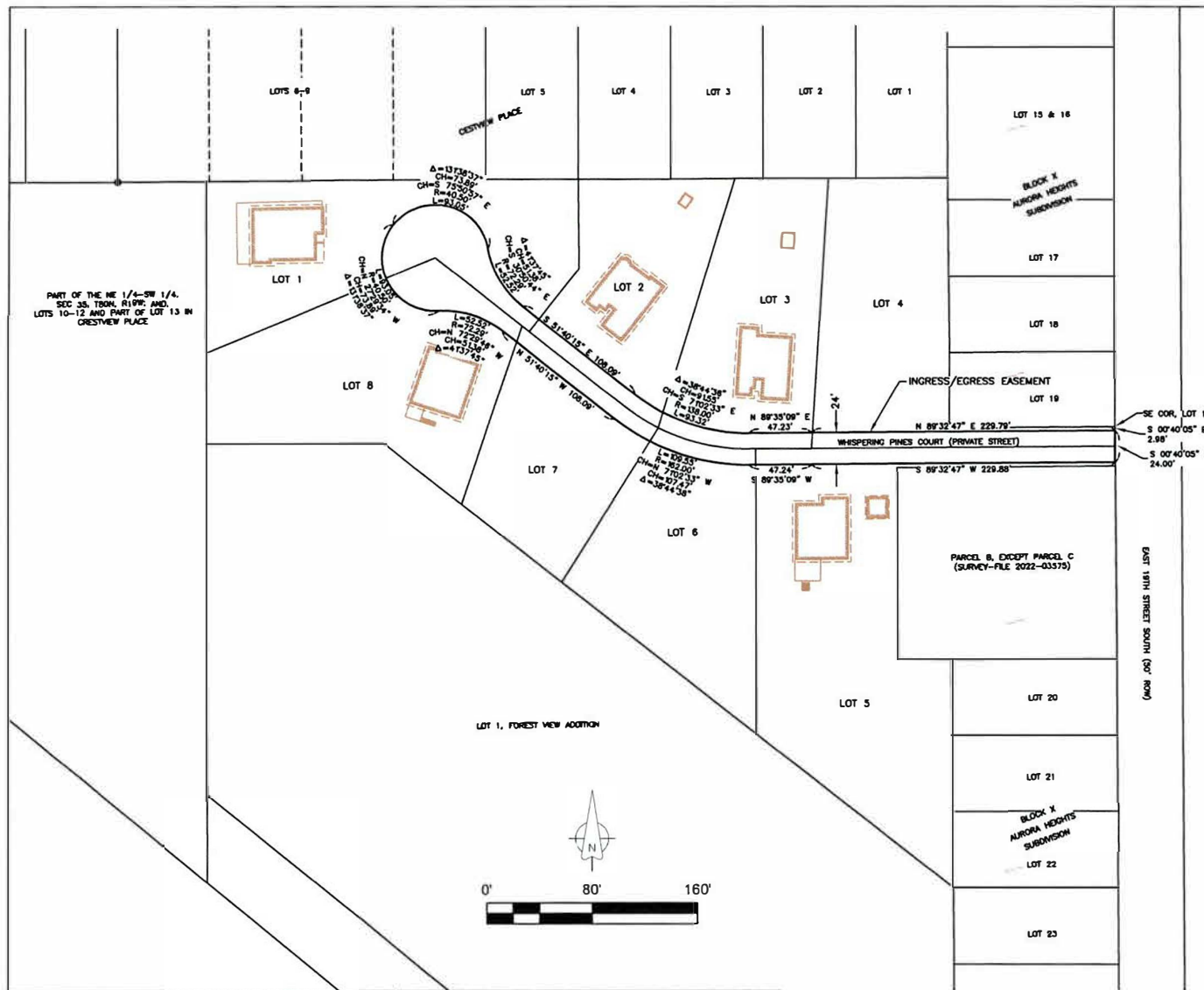
LEGAL DESCRIPTION - OVERLAND FLOWAGE EASEMENT
 A TRACT OF LAND LOCATED IN LOT 2, LOT 3, LOT 6 AND LOT 7 OF WHISPERING PINES ESTATES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF NEWTON, JASPER COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 THE SOUTHEASTERLY 20.00 FEET OF SAID LOT 2 AND,
 THE NORTHWESTERLY 20.00 FEET OF SAID LOT 3; AND,
 THE NORTHWESTERLY 20.00 FEET OF SAID LOT 6 AND,
 THE SOUTHEASTERLY 20.00 FEET OF SAID LOT 7,
 SAID TRACT CONTAINING 13,468 SQUARE FEET OR 0.31 ACRES.

SYMBOLS LEGEND:
 ● MONUMENT FOUND AS DESCRIBED
 ○ SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP #20757
 ⊙ SET CUT X
 M MEASURED DISTANCE
 R RECORDED DISTANCE
 YPC YELLOW PLASTIC CAP
 DPC DRANGE PLASTIC CAP
 WPC WHITE PLASTIC CAP
 BPC BLUE PLASTIC CAP
 IR IRON ROD
 IP IRON PIPE
 ROW RIGHT-OF-WAY
 SBL SETBACK LINE

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 & CONSTRUCTION SERVICES, LLC
 8755 NE 27TH AVE, ALTOONA, IA 50009
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FINAL PLAT - WHISPERING PINES ESTATES
 CITY OF NEWTON, JASPER COUNTY, IOWA

PROJECT NUMBER	25-101	PAGE 3 OF 4
DRAWN DATE	2-5-2025	SCALE: 1" = 80'
DRAWN BY	N. Carter	
REVISIONS	2/2/25 - APPROVED CITY AND COUNTY COMMENTS	



LEGAL DESCRIPTION - INGRESS/EGRESS EASEMENT:
 A TRACT OF LAND LOCATED IN LOTS 1 THROUGH 8 OF WHISPERING PINES ESTATES, AN OFFICIAL PLAT, NON-INCORPORATED AND FORMING A PART OF THE CITY OF NEWTON, JASPER COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF LOT 19 OF BLOCK X IN AURORA HEIGHTS SUBDIVISION, AN OFFICIAL PLAT, AS RECORDED IN BOOK D, PAGE 96 OF THE JASPER COUNTY RECORDER; THENCE S00°40'05"E ALONG THE WEST RIGHT-OF-WAY LINE OF EAST 19TH STREET SOUTH, A DISTANCE OF 2.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°40'05"E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 24.00 FEET; THENCE S89°32'47"W, A DISTANCE OF 229.88 FEET; THENCE S89°32'09"W, A DISTANCE OF 47.24 FEET; THENCE NORTHWESTERLY, A DISTANCE OF 109.55 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 162.00 FEET, CHORD BEARING OF N71°02'33"W, CHORD LENGTH OF 107.47 FEET AND DELTA ANGLE OF 38°44'38"; THENCE N51°40'15"W, A DISTANCE OF 108.09 FEET; THENCE NORTHWESTERLY, A DISTANCE OF 32.52 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 72.29 FEET, CHORD BEARING OF N72°29'46"W, CHORD LENGTH OF 51.38 FEET AND DELTA ANGLE OF 41°37'45"; THENCE NORTHWESTERLY, A DISTANCE OF 93.05 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 40.50 FEET, CHORD BEARING OF N67°29'34"W, CHORD LENGTH OF 73.89 FEET AND DELTA ANGLE OF 131°38'37"; THENCE SOUTHEASTERLY, A DISTANCE OF 93.05 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 40.50 FEET, CHORD BEARING OF S73°50'57"E, CHORD LENGTH OF 73.89 FEET AND DELTA ANGLE OF 131°38'37"; THENCE SOUTHEASTERLY, A DISTANCE OF 52.52 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 72.29 FEET, CHORD BEARING OF S30°50'44"E, CHORD LENGTH OF 51.38 FEET AND DELTA ANGLE OF 41°37'45"; THENCE S51°40'15"E, A DISTANCE OF 108.09 FEET; THENCE SOUTHEASTERLY, A DISTANCE OF 93.32 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 138.00 FEET, CHORD BEARING OF S71°52'33"E, CHORD LENGTH OF 91.55 FEET AND DELTA ANGLE OF 38°44'36"; THENCE N89°32'09"E, A DISTANCE OF 47.23 FEET; THENCE N89°32'47"E, A DISTANCE OF 229.79 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 17,966 SQUARE FEET OR 0.41 ACRES.

SYMBOLS LEGEND:
 ● MONUMENT FOUND AS DESCRIBED
 ○ SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP #20757
 ⊗ SET CUT X
 M MEASURED DISTANCE
 R RECORDED DISTANCE
 YPC YELLOW PLASTIC CAP
 OPC ORANGE PLASTIC CAP
 WPC WHITE PLASTIC CAP
 BPC BLUE PLASTIC CAP
 IR IRON ROD
 IP IRON PIPE
 ROW RIGHT-OF-WAY
 SBL SETBACK LINE

CARTER SURVEYING
 & CONSTRUCTION SERVICES, LLC
 8755 NE 27TH AVE, ALTOONA, IA 50009
 515-343-6756

FINAL PLAT - WHISPERING PINES ESTATES
 CITY OF NEWTON, JASPER COUNTY, IOWA

PROJECT NUMBER	25-101	PAGE 4 OF 4	REVISIONS
DRAWN DATE	2-5-2025	DRAWN BY	N. Carter
SCALE	1" = 80'		3/2/25 - APPROVED CITY AND COUNTY COMMISSIONS

Resolution _____

STATE OF IOWA
Jasper County

}

TRANSFER ORDER

\$229,555.00

Newton, Iowa, March 11, 2025

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Two hundred twenty nine thousand five hundred fifty five dollars and 00/100***

From: 1520- (2023)
Legacy Plaza Cap Proj

To: 2005 - (2023) Legacy Plaza
Debt Service

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Debt Payment

By Order of Board of Supervisors.

Supervisor

Attest

NO. 1543



Auditor/Designee

This transfer will cover the debt payment on the following bond:
Taxable GO Urban Renewal Capital Loan Notes, Series 2023, Legacy Plaza.

March 4, 2025

Tuesday, March 4, 2025, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Nearmyer and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Cupples, seconded by Nearmyer to set Public Hearings for installing a 30,000-gallon and 26,000-gallon NH3 storage at Key Cooperative located at 10683 Hwy F-62, Sully, IA 50251 and the 26,000-gallons will be moved from the existing location at 504 6th Ave, Sully, IA 50251 with recommended dates and times of March 18th, March 25th, and April 1st, 2025, at 9:30 a.m. in the Jasper County Board of Supervisors room.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve the quote from Workspace in the amount of \$4,633.15 for 5 new chairs in the dispatch office at the Sheriff's Office.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-27 approving the increased amount for boot/clothing/glasses policy for Secondary Roads.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Nearmyer, seconded by Cupples to approve the Federal-Aid Agreement with the Iowa Department of Transportation for project no. BRS-C050(150)—60-50 (Bridge S07 Replacement).

YEA: CUPPLES, NEARMYER, TALSMA

Engineer Mike Frietsch presented bids for a bridge replacement on Bridge F04 on East Street over a small stream. There were five (5) bids presented:

Peterson Contractors Inc	\$806,718.40
Jasper Construction Services, Inc.	\$876,260.25
Herberger Construction Co., Inc.	\$890,114.20
Manatt's, Inc.	\$901,395.50
Godbersen-Smith Construction, Co	\$1,048,434.60

Motion by Nearmyer, seconded by Cupples to approve and award contract 50-5110-602 to Peterson Contractors, Inc. in the amount of \$806,718.40 for the replacement of bridge F04 on East Street over a small stream.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve the only bid presented and award contract 50-C050-148 to Peterson Contractors, Inc in the amount of \$1,723,742.19 for the replacement of bridge A11 on Highway F-17 over Rock Creek.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve a lease agreement with CNHI for a new 2023 Case IH 115 Maxxum tractor at an annual payment of \$18,911.40 for 800 hours per year at a term of 36 months.

YEA: CUPPLES, NEARMYER, TALSMA

Supervisor Chairman, Brandon Talsma presented bids to install a denitrifying bioreactor on the County farm. There were two (2) bids presented:

LandPro LLC \$20,000.00

RW Excavating Solutions \$26,954.00

Motion by Nearmyer, seconded by Cupples to approve the bid from LandPro LLC in the amount of \$20,000.00 to install a denitrifying bioreactor on the County farm.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-28 approving transfer order 1541 in the amount of \$129,588.00 from Local Option Sales Services Tax Fund to the General Fund.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-29 approving transfer order 1542 in the amount of \$129,588.00 from the General Fund to Various Funds.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to approve the Board of Supervisors minutes from February 25, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

There were no Board Appointments.

Motion by Nearmyer, seconded by Cupples to change the order of the closed sessions listed on the agenda.

YEA: CUPPLES, NEARMYER, TALSMA

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

YEA: CUPPLES, NEARMYER, TALSMA

ROLL CALL YEA: NEARMYER, CUPPLES, TALSMA

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

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to allow ICAP to pay the settlement in Warren County court case # LACV040520.

YEA: CUPPLES, NEARMYER, TALSMA

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

YEA: CUPPLES, NEARMYER, TALSMA

ROLL CALL YEA: NEARMYER, CUPPLES, TALSMA

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

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to enter into closed session requested by Brandon Talsma and Jeff Davidson in accordance with Iowa Code Section 21.5(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

YEA: CUPPLES, NEARMYER, TALSMA

ROLL CALL YEA: NEARMYER, CUPPLES, TALSMA

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

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to recess until 3:45 p.m.

YEA: CUPPLES, NEARMYER, TALSMA

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

YEA: CUPPLES, NEARMYER, TALSMA

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

YEA: CUPPLES, NEARMYER, TALSMA

ROLL CALL YEA: CUPPLES, NEARMYER, TALSMA

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

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to direct Scott Nicholson to take action discussed in the closed session.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to enter into closed session requested by Scott Nicholson & Mike Frietsch in accordance with Iowa Code Section 21.5(c) to discuss strategy with council in matters

that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in the litigation.

YEA: CUPPLES, NEARMYER, TALSMA

ROLL CALL YEA: CUPPLES, NEARMYER, TALSMA

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

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to adjourn the Tuesday, March 4, 2025, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, NEARMYER, TALSMA

Jenna Jennings, Auditor

Brandon Talsma, Chairman

March 4, 2025

Tuesday, March 4, 2025, the Jasper County Board of Supervisors met to discuss the County 5-Year Road Program at 6:00 p.m. with Supervisors Talsma, Nearmyer and Cupples present and accounted for; Chairman Talsma presiding.

Engineer, Mike Frietsch reviewed the County 5-year Program. Mike reviewed the bridges that the county plans to replace along with the roads that will be paved. The plan reflects from FY2026 to FY 2030.

Motion by Talsma, seconded by Nearmyer to adjourn the Tuesday, March 4, 2025, County 5-year Road Program meeting of the Jasper County Board of Supervisors.

YEA: NEARMYER & TALSMA

Jenna Jennings, Auditor

Brandon Talsma, Chairman