



BOARD OF SUPERVISORS

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

Thad Nearmyer

Doug Cupples

Brandon Talsma

July 15, 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 Public Hearing 1st Reading – Engineer – Mike Frietsch

- a) The Closure and Removal of the Bridge on Iowa Street over the North Skunk River

Item 2 Rural EMS Coverage Discussion

Item 3 Buildings & Grounds – Adam Sparks

- a) Jasper County Training Facility
- b) Jasper County Jail Controls Service Agreement – 1 year or 5 years

Item 4 IT - Jenn Cross

- a) Zencity Renewal

Item 5 Human Resources – Dennis Simon

- a) Resolution Approving the Request from the Jasper County Engineer's Office to Create one (1) Permanent Full-Time Skilled Laborer Position

Item 6 Community Development – Kevin Luetters

- a) Resolution Approving The Oaks Subdivision
(Description – The Southeast Quarter of the Southwest Quarter of Section 7, Township 81 North, Range 20 West of the 5th P.M., Jasper County, Iowa)

Item 7 Engineer – Mike Frietsch

- a) Award Contract to InRoads, LLC for L-161—73-50 in the Amount of \$460,325.96 for N 51st Ave W HMA Pavement with Full Depth Reclamation
- b) Approval of Purchase of an Additional 0.05 acres of Permanent Easement for Public Highway at a Total Consideration of \$1,014.23 for Parcel ID No. 02.05.300.0011 (Additional Right-Of-Way for Bridge D05)

Item 8 Conservation – Keri Van Zante

- a) Approval Agreement with Purple Wave to Auction Equipment on Behalf of the County

Item 9 Approval of Recorder's Quarterly Report from April 1, 2025, to June 30, 2025

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- Item 10** Approval of Sheriff's Quarterly Report from April 1, 2025, to June 30, 2025
- Item 11** Approval of Sheriff's Fiscal Year 2024-2025 Report
- Item 12** Approval of the EMS Fund Quarterly Report from April 1, 2025, to June 30, 2025
- Item 13** Approval of the EMS Fund Fiscal Year 2024-2025 Report
- Item 14** Resolution Approving Transfer Order 1557
- Item 15** Resolution Approving Transfer Order 1558
- Item 16** Resolution Approving Transfer Order 1559
- Item 17** Approval of Claims Paid through July 15, 2025
- Item 18** Approval of Board of Supervisors Minutes for July 8, 2025
- Item 19** Board Appointments

PUBLIC INPUT & COMMENTS

After the Regular Meeting
Work Session

Resolution No. _____

**A RESOLUTION AUTHORIZING THE CLOSURE AND REMOVAL OF A
BRIDGE IN JASPER COUNTY, IOWA**

Moved by _____, seconded by _____

WHEREAS, a bridge is defined by Iowa Code 309.1 as a structure or multiple pipes that support a highway or railway over a depression or obstruction and said structure has an opening greater than 20 feet; and

WHEREAS, the Jasper County Secondary Roads department (COUNTY) through a 3rd Party bridge inspection firm completed the inspection of the bridge over the North Skunk River on Iowa Street known as Bridge I07 by the County and as 197730 by the Federal Highway Administration (FHWA), and

WHEREAS, the latest inspection revealed a split and decayed abutment cap, severe pile decay, backwall movement, deck plank splitting and decay, and

WHEREAS, to resolve the issues with the abutments would require the removal of the deck, beams, and abutments and then complete replacement of the abutments and

WHEREAS, the replacement of abutments, beams, and deck could not be in-kind since it would need to meet current bridge loading requirements to avoid load posting immediately after completion, and

WHEREAS, a replacement not in-kind would be a construction project and in-turn subject to programming with the Iowa DOT and subsequent review and/or permitting with the Army Corp of Engineers (COE) and the Iowa Department of Natural Resources (DNR), and

WHEREAS, this would result in a replacement bridge that is longer, wider, and at a higher elevation and in turn necessitating the need for additional permanent easement for public highway (right-of-way) and the allocation of approximately \$2,500,000 in funding, and

WHEREAS, the County has applied for and been unsuccessful with two (2) different sources of grant funding, and

WHEREAS, the County Highway Bridge Program (HBP) funding is allocated to the replacement of bridges on paved Farm-to-Market (FM) routes, this route and bridge are not part of the FM system and therefore ineligible for funding, and insufficient funds are available in the Local Secondary Roads Budget (Local Funds), and

Resolution No. _____

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Jasper County, Iowa, that the County hereby authorizes the removal of this bridge and the subsequent programming of a replacement for said bridge only when a source of funding is successfully awarded and approved by the Board of Supervisors of Jasper County, Iowa:

AYES: _____

NAYS: _____

Approved this _____ day of _____, 2025

Thad Nearmyer

Brandon Talsma

Doug Cupples

ATTEST: _____ Jenna Jennings
Jasper County Auditor



ARCHITECTS
ENGINEERS

July 7, 2025

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

Re: Jasper County Law Enforcement Training Center
BBS Project #: 25041

Mr. Adam Sparks

BBS Architects Engineers is pleased to provide this proposal to Jasper County for the design services regarding the new Jasper County Law Enforcement Training Center in Newton, IA.

Project Description

Based upon discussions during our site visit to the future Training Center building on June 20, 2025 we understand this project to include a renovation of the previous Animal Control facility. Program spaces include, a classroom for up to (40) people, (2-3) offices, a renovated entry vestibule, a breakroom with kitchenette, a garage bay for ambulance parking and a large open, unfinished training space. In addition to these spaces, the project will add (2) new private restrooms with showers and corridor space as required to connect the program functions internally and to exterior entrances. Also requested is the removal/replacement on the NW section of wall to accommodate overhead doors adjacent to the new shooting range.

It is our understanding that the County has arranged for demolition of all interior construction prior to start of the project. Replacement and/or removal of exterior doors & windows will also be a part of the project along with spray foam insulation of all walls and roof structure.

Scope of Work

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

Fee Proposal

For the scope listed above, we propose a stipulated sum of **\$79,900**. Additional services beyond this scope of work may be negotiated in the future as required.

We include the following:

Design & Construction Documentation	\$47,700
Bidding Assistance	\$3,200
Construction Administration	\$24,000
<u>Structural Engineering</u>	<u>\$5,000</u>
Total Fee	\$79,900

219 Eighth Street
Suite 100
Des Moines, IA 50309
515 244 7167

www.bbsae.com

Brandon Talsma, Board Chairperson

Date

Attest: Jenna Jennings, County Auditor

Date

lyr

Automated Logic Contracting Services Assurance Plans Enhance



Prepared For: **Jasper County Jail**
Attn: **Adam Sparks**
Location: **2300 Law Center Drive**
Amboy, IA 50208

Date: **05/13/2025**
Project ID: **22-02385**

AutomatedLogic

Building automation, energy and environmental control
www.automatedlogic.com



Contents

Section 1 - General Services Provided

- What this agreement covers

Section 2 - Systems Included

- What systems are included

Section 3 - Equipment Calendar

- When will equipment visits happen

Section 4 - Detailed Description of Work

- What tasks will be performed

Section 5 - Service Agreement

- Agreement scope, pricing, billing, and dates of services

Section 6 - Contacts

- Meet your team

Section 7 - Service Billable Rates

- What are our service T&M billable rates

Section 8 - Clarifications and Exclusions

- Clarifications and exclusions

Section 9 - Terms and Conditions

- The legal requirements for everyone's protection



General Services Provided

ALC Digital Core

WebCTRL® Software Updates

To keep your WebCTRL® server operating efficiently and securely, software updates are included in this agreement and will be installed as they are made available and scheduled with your staff. Typically provided at least once annually, software updates keep your system up to date, may include feature enhancements and security functions as well as optimize your user experience.

Controller Software maintenance

Revisions and updates to purchased software drivers (firmware) are included in this agreement and will be installed as they are made available and scheduled with your staff. These may include controller firmware updates that improve performance and security of your Automated Logic components.

Common Password Management

Automated Logic is aware of the security concerns of facility owners and is aware of the risks with connected systems in today's environment. Included in this agreement is our assistance in managing secure passwords and credentials that are stored in an encrypted vault where our service team may have access to your system. Vaults are managed by our local remote support teams and are updated periodically.

Database protection and backup Automated Logic helps ensure the WebCTRL® configuration and history are preserved in a secure location.


24/7 call-center support

As an assurance program customer, you will have access to our 24/7 call center. Should an event occur where you require support, either onsite or via remote assistance, an experience service specialist will respond and interrogate your system. Should a site visit be required, we will work with you to determine the best time to dispatch our specialist. Additional charges may apply if our response and action are outside of our agreed upon scope of work.

Scheduled Preventive Maintenance

Planned Preventive Maintenance

Our Enhance service program includes hands on preventive maintenance tasking commensurate with our experience and factory recommended maintenance routines. Scheduled maintenance visits provide preventative support to physical equipment including servers, controllers, field devices and operational checks of mechanical equipment.





Systems Included

Qty	Equipment	Tag	Location
1	WebCTRL Version Upgrade		
1	Air Handling Unit		
1	Hot Water System		
1	Phone Support		
31	VAV Box w Reheat		
10	Unit Heater		
8	Exhaust Fan - General		

Equipment Calendar

Visit/Option	Spring	Summer	Fall	Winter	Annual
WebCTRL Version Upgrade					
WC-A Version Upgrade					✓
Air Handling Unit					
Software Maintenance		✓			
System Verification		✓			
Hot Water System					
Software Maintenance			✓		
System Verification			✓		
Phone Support					
Phone Support					✓
VAV Box w Reheat (Qty: 31)					
Software Maintenance					✓
Unit Heater (Qty: 10)					
Software Maintenance					✓
Exhaust Fan - General (Qty: 8)					
Software Maintenance					✓

NOTE: This schedule represents a tentative time frame per year. A formal service delivery plan will be discussed and furnished at the Customer kickoff meeting and modified as needed throughout the course of the Agreement. Our intent is that overall Task Frequency will stay the same; however, visits may change to meet any schedule requirements for the site.

Detailed Description of Work

Phone Support

Phone Support

- As an assurance program customer, you will have access to our 24/7 call center. Should an event occur where you require support, either onsite or via remote assistance, an experience service specialist will respond and interrogate your system. Should a site visit be required, we will work with you to determine the best time to dispatch our specialist. Additional charges may apply if our response and action are outside of our agreed upon scope of work.

WebCTRL Version Upgrade

WC-A Version Upgrade

- To keep your WebCTRL server operating efficiently and securely, software updates are included in this agreement and will be installed as they are made available and scheduled with your staff. Typically provided at least once annually, software updates keep your system up to date, may include feature enhancements and security functions as well as optimize your user experience.

Air Handling Unit

Software Maintenance

- Revisions and updates to purchased software drivers (firmware) are included in this agreement and will be installed as they are made available and scheduled with your staff

System Verification

- Verify that AHU is being controlled at the appropriate values, while the fan is operating.
- Change one set point value; verify smooth transition and stable control at the new set point.
- Return set point to original value. Repeat for each additional control loop, if any.
- Verify that controlled valves and dampers will stroke fully in both directions, sealing tightly where appropriate.
- Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.
- Verify the setting/operation of the low temperature safety device, if applicable.
- Verify the operation of the cooling, pre-heat, reheat, & humidity control device, if applicable.
- Field test any alarm device or sensor and verify alarm condition is reported properly.
- Verify sensors are within acceptable range, calibrate if applicable.
- Check associated controller(s) and expansion modules for proper 24 Volt power and communication.
- Inspect wiring for signs of corrosion, fraying and discoloration, defective shielding or shield grounding.
- Clean enclosure exterior surfaces & Remove excessive dust from internal surfaces.
- Document any issues and discuss "Corrective Maintenance" options with customer

Detailed Description of Work

Exhaust Fans

Software Maintenance

- Revisions and updates to purchased software drivers (firmware) are included in this agreement and will be installed as they are made available and scheduled with your staff

Hot Water System

Software Maintenance

- Revisions and updates to purchased software drivers (firmware) are included in this agreement and will be installed as they are made available and scheduled with your staff

System Verification

- Verify system is enabled and system components are in the automatic position.
- Verify reasonable readings are received into the system from the Outside Air Temperature/Relative Humidity sensor.
- Ensure enable/disable or lockout setpoints are reasonable for the application and equipment.
- Confirm setpoints, reset schedules or optimized setpoints are in the proper range for equipment.
- Confirm hot water supply and return temperature readings are reasonable for the condition of the system (prior to startup).
- Confirm with the operator the system water levels are full to appropriate levels.
- Start system and confirm the lead equipment i.e. pumps, boilers, etc. started as expected note any deficiencies.
- Confirm hot water supply and return temperature readings are reasonable for the condition of the system (post startup). Note any deficiencies.
- Confirm flow readings (if applicable) are reasonable for the amount of pumps running.
- Enable Pump rotation sequence to confirm proper failure recovery. This process should be initiated once for the amount of pumps present. Note any deficiencies.
- If equipped with VFD's adjust setpoint of process variable i.e. flow or differential pressure and confirm the control loop responds appropriately. Restore setpoint to original setting and note any deficiencies.
- If equipped with a mixing valve, adjust setpoint or reset schedule to force a response from valve. Verify the system responded appropriately and achieved setpoint. Restore setpoint to original and note any deficiencies.
- If equipped with a heat exchanger, adjust setpoint or reset schedule to force a response from valve. Verify the system responded appropriately and achieved setpoint. Restore setpoint to original and note any deficiencies.
- Enable boiler rotation as applicable and be sure to allow for adequate runtime in between rotation in order to avoid the short-cycle of the heating equipment. Note any deficiencies.
- Adjust parameters to allow for staging of equipment as applicable. Return parameters to



Detailed Description of Work

- original values once complete.
- Note any deficiencies of all of the above tests in detail on service report. & Make any recommendations on findings to Facility Manager.

Unit Heater

Software Maintenance

- Revisions and updates to purchased software drivers (firmware) are included in this agreement and will be installed as they are made available and scheduled with your staff

VAV Box w Reheat

Software Maintenance

- Revisions and updates to purchased software drivers (firmware) are included in this agreement and will be installed as they are made available and scheduled with your staff

Service Agreement

Customer Name: Jasper County Jail
Submitted By: Hunter Brunsvold
Customer Address: 2300 Law Center Drive, Amboy, IA 50208

Scope of Service

Automated Logic Contracting Services, Inc. (ALCS) will perform scheduled maintenance during the term of this Agreement covering the automation equipment and systems listed in the Systems Included section of this Agreement. More detailed systems related tasks can be found in the Detailed Description of Work section of this Agreement.

Agreement Term

This Agreement shall become effective upon 07/01/2025 and shall continue for a 1 year(s) term. The Agreement shall automatically renew at each Agreement anniversary (see Terms and Conditions).

Agreement Billing

In each contract year, there will be a total of 2 payment(s), paid Semi-Annually, in advance, in the amount of \$2,980.50 for Year 1.

Agreement Price (Proposal pricing valid for (60) days)

Year 1 pricing 07/01/2025 - 06/30/2026 \$5,961.00 (2 payment(s) of \$2,980.50)

Preferred Rates

Refer to the Service Billable Rates section for details on preferred rates for hours not included in this agreement. Rates subject to annual increase.

Acceptance and Approval

This Agreement will become binding upon signature by Customer and signature by an ALCS representative and is subject to the Terms and Conditions attached and incorporated in this Agreement.

Customer Acceptance (typed/printed name)

Title

Customer Acceptance (signature)

Automated Logic Contracting Services, Inc. Acceptance (typed/printed name)

Title

Automated Logic Contracting Services Inc. (signature)

Attest: Jenna Jennings, County Auditor



Contacts

The following controls professionals at Automated Logic are listed for your convenience whenever you need to contact us:

Your Service Coordinator: For service visit scheduling and emergency calls during normal business hours, please contact our main office, and one of our service coordinators will assist you.
Contact at: 855-734-2521

Your Remote Support Engineer: Chad Sells is responsible for providing Remote Technical support during normal business hours.
Contact at: 855-734-2521

Your Area Service Manager: Aaron Thomas manages our service department. He is responsible for the overall quality of service and ensuring the teams have the proper resources to service your account. The service manager ensures the team is properly trained, have the equipment necessary and ensures we are delivering the best possible product.
Contact at: 703-304-3921 or aaron.thomas@carrier.com

Your General Manager: Ekua Davis serves as General Manager of Automated Logic Midwest.
Contact at: ekua.davis@carrier.com

Your Emergency After Hours Service: Automated Logic After Hours Call Center will connect you to the available on call Field Engineer.
Contact at: 855-734-2521

General Office Information:

Automated Logic Contracting Services
3968 NW Urbandale Dr
Urbandale, Iowa 50322
Phone: 855-734-2521

Service Billable Rates

SERVICE AGREEMENT CUSTOMERS (Billable Labor Rates)					
NO CHARGE	Remote Support, Normal Business Hours				
15% Discount off List	On Site Labor, Normal Business Hours				
15% Discount off List	Remote Support, After hours Overtime				
15% Discount off List	On Site Labor, After hours Overtime				
15% Discount off List	Remote Support, Holidays				
15% Discount off List	On Site Labor, Holidays				
<p><i>*Rates subject to an annual increase</i></p> <p>*Note Each on-site service call is subject to a minimum billing of four hours if premium time labor is not included in the Service agreement. These labor rates include travel time and expenses (tolls, and parking). Holidays include – Nationally recognized Holidays plus ALC Company observed Holidays.</p>					
<p style="text-align: center;">RESPONSE TIMES</p> <table style="width: 100%;"> <tr> <td style="text-align: center;"><u>Emergency</u></td><td style="text-align: center;"><u>Non-Emergency</u></td></tr> <tr> <td style="text-align: center;">4-8 hours (OT Rates May Apply)</td><td style="text-align: center;">24-48 hours</td></tr> </table>		<u>Emergency</u>	<u>Non-Emergency</u>	4-8 hours (OT Rates May Apply)	24-48 hours
<u>Emergency</u>	<u>Non-Emergency</u>				
4-8 hours (OT Rates May Apply)	24-48 hours				

LIST PRICING (Billable Labor Rates)	
\$175.00/HOUR	Remote Support, Normal Business Hours
\$205.00/HOUR	On Site Labor, Normal Business Hours
\$245.00/HOUR	Remote Support, After hours Overtime
\$350.00/HOUR	On Site Labor, After hours Overtime
\$325.00/HOUR	Remote Support, Holidays
\$350.00/HOUR	On Site Labor, Holidays
<p><i>*Rates subject to an annual increase</i></p> <p>*Note Each on-site service call is subject to a minimum billing of four hours. Customer trip charge of \$160.00 per each site visit. Telephone support will be rounded up to the nearest one hour. Holidays include – Nationally recognized Holidays plus ALC Company observed Holidays.</p>	

Please contact the Service Department at 855-734-2521

Clarifications and Exclusions

Clarifications:

- This agreement is based on work being performed during normal business hours defined as (8am – 5pm weekdays)
- Activities performed under this agreement are dependent on the level of Assurance Plan selected.
- Repair and/or replacement of equipment installed by Automated Logic Corporation is dependent on the level of Assurance Plan selected and identified in the covered equipment list.

Exclusions:

- Premium Time for emergency or after normal business hours.
- Mechanical repairs.
- Taxes are not included in price.
- Removal, handling, or transporting any hazardous material.

Equipment Exclusions:

- All items not directly terminated to an Automated Logic control module are excluded from this agreement. Such items include but are not limited to fan motors, pump motors, fuses, disconnects, motor starters, smoke detectors, fire alarms, variable speed drives, air compressors, exhaust air valves, humidifiers, heating coils, mechanical dampers or any computer hardware and DDC controllers not provided by Automated Logic.
- Third party devices not originally installed by Automated Logic.
- Any control wiring or pneumatic tubing outside Automated Logic control panels, variable speed drives, combination fire/smoke dampers and actuators.

Standard Terms & Conditions of Sale

1. PAYMENT AND TAXES – Payment shall be made net 30 days from date of invoice. Automated Logic reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Automated Logic determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall pay Automated Logic any taxes or government charges arising from this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Automated Logic with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of services being rendered. All past due invoices will accrue interest at the lesser of 1% (one percent) per month or the maximum amount allowable by law.

2. TERM – This Agreement shall automatically renew at each Agreement anniversary¹ for an additional like term (a Renewal Term) unless either party gives written notice to the other party at least sixty (60) days prior to the expiration of the Initial Term or the Agreement anniversary. The Agreement Price for the first year of the initial Renewal Term will be adjusted to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor, Bureau of Statistics for the adjustment month compared with the index for the same month of the final year of the Initial Term of the Agreement and the percent increase to ALC straight-time hourly labor rates. The Agreement Price will be adjusted annually thereafter to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor, Bureau of Statistics for the adjustment month compared with the index for the same month of the previous year, and the percent increase to ALC straight-time hourly labor rate compared with the straight-time hourly labor rates for the same month of the previous year.

3. SCOPE OF WORK/EXCLUSIONS – Repair to building construction, plastering, patching and painting are excluded. Customer agrees to provide Automated Logic with required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.) without charge. Automated Logic agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge Automated Logic for any costs or expenses without Automated Logic's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Automated Logic under this Agreement, Automated Logic's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises.

Certain exclusions apply to services where Automated Logic is providing covered repair labor and material cost under this agreement. Those exclusions regarding covered repair labor and material cost services include service calls due to failures resulting from Force Majeure Events (see Section 6 below), abuse or misuse of equipment, willful damage of equipment, alterations, modifications, and/or any damages as a result of negligence by others. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by Automated Logic shall not operate to compel Automated Logic to perform any work relating to Hazards without Automated Logic's express written consent. Services performed at customer's direction outside of the scope of this Agreement will be billed at our scheduled rates.

4. EXTRAS – Work and material in addition to or different from that stated herein, and changes in drawings, specifications or time of performance, shall be considered as extras, and shall entitle Automated Logic to an adjustment in the contract price and the delivery schedule.

5. EMERGENCY SERVICE WORK – If emergency service is performed at Customer's request and inspection does not reveal any defects for which Automated Logic is liable under this Agreement, Customer shall pay for such work at Automated Logic's prevailing time and material rate.

6. SHIPMENT/PARTIAL SHIPMENT/RETURNS – All product shipments shall be EXW shipping point, Automated Logic's loading dock shall be the shipping point. The Customer is responsible for all freight charges, customs clearance and risks involved in the shipment to the job site. Shipment dates quoted are approximate. Automated Logic does not guarantee a particular date for shipment or delivery. Automated Logic shall have the right to ship any portion of equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment. No goods will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

7. DELAYS – Automated Logic shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Automated Logic's control, including, but not limited to, acts of God or of the public, acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer, Owner or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Automated Logic is delayed in manufacturing, shipping, delivery or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Automated Logic, Automated Logic agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Automated Logic shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Automated Logic under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Automated Logic shall be excused from furnishing said materials or equipment.

8. WARRANTY – Automated Logic warrants to Customer that the Work performed by Automated Logic hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. Automated Logic warrants that all equipment manufactured by Automated Logic Corporation and all Automated Logic equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Automated Logic shall at its option repair or replace, EXW point of sale, any equipment, part or component sold by Automated Logic and determined to be defective within one (1) year from the date Customer has beneficial use. Automated Logic does not warrant products not manufactured by Automated Logic, but it does pass on to Customer any available manufacturer's warranty for such products. Automated Logic warrants that all services provided by Automated Logic hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Automated Logic shall at its option re-perform or issue a credit for such service. Automated Logic's obligations as set forth herein shall be Customer's exclusive remedy. Automated Logic shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation when not installed by Automated Logic, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Automated Logic. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. CUSTOMER ACKNOWLEDGES THAT AUTOMATED LOGIC MAKES NO REPRESENTATION OR WARRANTY THAT THE IRON, STEEL, MANUFACTURED PRODUCTS AND/OR

¹ Agreement anniversary is defined as one year after the effective date or renewal date as stated in the Service Agreement section

Standard Terms & Conditions of Sale – Continued

CONSTRUCTION MATERIALS USED BY AUTOMATED LOGIC IN CONNECTION WITH MEETING ITS OBLIGATIONS UNDER THE WARRANTY WITH RESPECT TO REPAIR OR REPLACEMENT WILL COMPLY WITH THE REQUIREMENTS OF THE INFRASTRUCTURE INVESTMENT AND JOBS ACT, THE BUY AMERICAN ACT OR ANY SIMILAR LAWS OR REGULATIONS.

Customer's use of any software provided under this Agreement is licensed (if applicable) and governed by the applicable end user license agreement.

9. WORKING HOURS – All services performed under this Agreement, including major repairs, are to be provided during Automated Logic's normal working hours unless otherwise agreed in writing.

10. CHANGE ORDERS/ADDITIONAL WORK – Automated Logic will not perform additional work until such time as Automated Logic receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement.

11. CUSTOMER RESPONSIBILITIES – Customer shall: provide safe and reasonable access to the job site and equipment being serviced; provide a safe work environment; keep areas adjacent to equipment free of extraneous material; move any stock, fixtures, walls, partitions, ceilings, enclosures or such other property as may be necessary to perform the specified work; promptly notify Automated Logic of any unusual operating conditions; operate any equipment supplied hereunder properly and in accordance with instructions; and identify and label any asbestos containing material that may be present. The Customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the Customer will also provide in writing the method used to determine the absence of asbestos. If online service via modem is being provided, the Customer shall provide and maintain all relevant communications equipment and service, which may include, but not be limited to a telephone line with long distance direct dial and answer capability, internet access or Wi-Fi.

12. LIMITATION OF LIABILITY – Under no circumstances shall Automated Logic be liable for any indirect, incidental, collateral, special, punitive, or consequential damages, including, but not limited to loss of revenue, loss of profit, recalls, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Automated Logic shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Automated Logic's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Automated Logic's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Automated Logic under this Agreement. The aggregate liability shall not limit the liability of Automated Logic for any injury to, or death of a person, caused by its gross negligence.

13. CUSTOMER TERMINATION FOR DEFAULT – Customer shall have the right to terminate this Agreement for Automated Logic's default provided Automated Logic fails to cure such default within thirty (30) days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Automated Logic shall have free access to enter Customer locations to disconnect and remove any and all Automated Logic-owned parts, tools and personal property. Additionally, Customer agrees to pay Automated Logic for all incurred but unamortized service costs performed by Automated Logic including overhead and a reasonable profit.

14. AUTOMATED LOGIC TERMINATION – Automated Logic reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Automated Logic. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Automated Logic may terminate this Agreement without liability.

15. CLAIMS – Any lawsuits arising from the performance or nonperformance of this Agreement, with the exception of any claims for non-payment, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. In the event of any dispute arising out of or related in any way to this Agreement, Automated Logic shall be entitled to recover all costs and expenses incurred in enforcing its rights hereunder, whether based in contract, tort or otherwise, including but not limited to all costs and attorney's fees incurred in any such dispute.

16. INTERNATIONAL TRADE COMPLIANCE – Sales and distribution of commodities, materials, hardware, software, services, and technology Customer receives from Automated Logic pursuant to this Agreement (the "Product") may constitute an export, reexport, or transfer, and such transactions must be conducted in accordance with the export control, trade, and economic sanctions laws and regulations of the government authorities with jurisdiction over such activities, including the European Union and its Member States, the United States, and the United Kingdom (collectively, "Trade Control Laws").

- (a) Customer will conduct all activities under this Agreement in compliance with Trade Control Laws.
- (b) Customer will not sell, supply, export, reexport, or transfer Products directly or indirectly to: 1. Cuba, Iran, North Korea, Russia, Syria, or the Crimea, Donetsk, Kherson, Luhansk, or Zaporizhzhia regions of Ukraine or any other region that becomes restricted (each a "Restricted Country"); 2. to an individual or entity that is (i) an individual or entity designated on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") Specially Designated Nationals ("SDNs") and Blocked Persons List, the U.S. Department of Commerce's Bureau of Industry and Security's Entity List, the European Union's Consolidated List of Sanctions, as well as those of applicable Member States, and the UK Consolidated List; (ii) the Government of a Restricted Country, Venezuela, or Afghanistan; (iii) a person ordinarily resident in, or an entity registered under the laws of, a Restricted Country; (iv) an entity owned or controlled by a party in (i)-(iii); or (v) a person acting on behalf of, or for the benefit of, a party in (i)-(iv) (Parties in subparagraph 2(i)-(v) collectively, a "Denied Party"); 3. for an unauthorized end-use; or 4. in violation of Trade Control Laws.
- (c) Customer shall conduct reasonable diligence to verify its customers' or end-users' identity and location and confirm the Products' intended end-use (collectively, "End-User Diligence"). Customer's End-User Diligence must be sufficient to identify and prevent unauthorized transactions, including those involving Restricted Countries and Denied Parties. Customer shall promptly notify Automated Logic of any transactions involving Restricted Countries and Denied Parties, or other violations of Trade Control Laws with respect to Products or related services.

Standard Terms & Conditions of Sale – Continued

- (d) Notwithstanding any other provision of this contract, Automated Logic will not provide warranty, repair, replacement, or guarantee services for Products in Restricted Countries, to Denied Parties, or otherwise in violation of Trade Control Laws. If Customer extends to its clients any warranty that is broader in scope than the limited warranty provided by Automated Logic, Customer shall be solely responsible for all costs, expenses, liabilities, obligations, and damages resulting from the extension of such warranty.
- (e) Upon request, Customer shall promptly provide Automated Logic with information about Customer's export of Products, including, without limitation, description, volume, value, Customer and/or end-user, transaction dates, and service details.
- (f) Customer represents and warrants that neither it nor its respective directors, officers, employees, or affiliates is a Denied Party or is located, organized, or resident in a Restricted Country.
- (g) Automated Logic can terminate this Agreement effective immediately upon any of the following: 1. Customer becomes a Denied Party; 2. Customer violates Trade Controls with respect to any of the activities subject to this Agreement; or 3. Automated Logic reasonably determines that its Trade Control Laws compliance obligations prohibit Automated Logic's performance (each a "Trade Controls Event"). Termination under this clause shall be deemed a termination for just cause, relieving Automated Logic of any obligation to make further sales or provide further services (including warranty, repair, replacement, or guarantee services) under this Agreement, or to deliver any Products to Customer.
- (h) Customer shall hold Automated Logic harmless against all liabilities, and, to the extent permitted by Trade Control Laws, indemnify Automated Logic for all costs, expenses, damages, and losses incurred by Automated Logic arising from a Trade Controls Event. In no event shall Automated Logic be liable for any special, incidental, exemplary, or consequential damages, including but not limited to, lost profits, fines, or penalties imposed on Customer by relevant governmental authorities, arising in connection with Automated Logic's performance under this Agreement, including but not limited to delays, fees, or limitations imposed in connection with Trade Control Laws.

17. GOVERNMENT PROCUREMENTS –

(a) **COMMERCIAL ITEMS** – The components, equipment and services provided by Automated Logic under this Agreement are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Automated Logic's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Automated Logic will not agree to provide or certify cost or pricing data, nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Automated Logic.

(b) **WHERE AUTOMATED LOGIC IS SUBCONTRACTOR** – Where Automated Logic is subcontractor, Automated Logic is agreeing to perform a private subcontract for the sale of a commercial item on a fixed-price basis to Customer (a private entity) and as such there shall be no Federal Acquisition Regulations (FARs), DFARS, CFRs, or any other government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by Automated Logic. In addition, Automated Logic will not agree to provide or certify cost or pricing data nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). Automated Logic refers to FAR 52.244-6, "Subcontracts for Commercial Items and Commercial Components."

18. HAZARDOUS MATERIALS – If Automated Logic encounters any asbestos or other hazardous material while performing this Agreement, Automated Logic may immediately suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated to Automated Logic's satisfaction. The Customer is solely responsible for the identification, detection, abatement, encapsulating or removal of asbestos, goods or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria at a Customer site. The time for Automated Logic's performance shall be extended accordingly, and Automated Logic shall be compensated for the delay.

19. OCCUPATIONAL SAFETY AND HEALTH – Automated Logic and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

20. ENTIRE AGREEMENT, ASSIGNMENT and MODIFICATION – This Agreement contains the complete and exclusive statement of the agreement between Automated Logic and Customer and supersedes all previous or contemporaneous, oral or written, statements. Customer may transfer or assign all or a portion of this Agreement only with Automated Logic's prior written consent. However, Automated Logic may transfer or assign all or part of this Agreement upon written notice to Customer. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.

21. CUSTOMER CONSENT – Customer grants to Automated Logic and its successors and/or assigns the right to photograph Customer's premises where the equipment and/or services were installed or performed. Customer further grants to Automated Logic and its successors and/or assigns the right to use those photographs and videos, Customer's name and nature of Customer's relationship with Automated Logic in all forms of media for Automated Logic's marketing campaigns including but not limited to press releases, case studies, project profiles, newsletters, social media and promotional brochures.

22. FOR WORK BEING PERFORMED IN CALIFORNIA – Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

23. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Automated Logic retains ownership of its intellectual property and no license to Automated Logic's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

Standard Terms & Conditions of Sale – Continued

24. ANTI-DISCRIMINATION POLICY – The Automated Logic Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: <https://www.automatedlogic.com/en/company/work-for-us/>

25. PRICE ADJUSTMENTS – The prices of services performed and/or equipment purchased under this Agreement are subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Seller to Customer.

26. DATA PRIVACY – Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement. Automated Logic processes personal data as described in our privacy notices at <https://www.automatedlogic.com/en/legal/privacy-notice/>

27. STATE CONTRACTOR LICENSE NUMBERS – A list of Automated Logic's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: <https://www.automatedlogic.com/en/support/contractor-licenses>

28. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY – If Customer is involved in the cannabis industry as a manufacturer, distributor, or otherwise in the United States, the additional terms and conditions available at <https://www.automatedlogic.com/en/support/additional-terms> which are incorporated herein, shall apply.

29. ADDITIONAL TERMS AND CONDITIONS – ABOUND – If this Agreement includes a subscription to the Abound platform, then the additional terms and conditions of the Abound Master SaaS Subscription Agreement available at <https://abound.carrier.com/en/worldwide/saas-agreement/> which are incorporated herein, shall apply.

30. ADDITIONAL TERMS AND CONDITIONS – WEBCTRL CLOUD – If this Agreement includes a subscription to the WebCTRL Cloud platform, then the additional terms and conditions of the WebCTRL Master SaaS Subscription Agreement available at https://www.shreddocs.com/hvac/docs/1000/PUBLIC/04/WEBCTRL_MASTER_SAAS_AGREEMENT_DIRECT_09232022.PDF which are incorporated herein, shall apply.

31. REMOTE MONITORING –

(a) DATA RIGHTS - Customer hereby grants and agrees to grant to Automated Logic a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Automated Logic's performance of services pursuant to this Agreement, (ii) the improvement of Automated Logic services, and Automated Logic's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Automated Logic agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Automated Logic's database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Automated Logic, affiliates or suppliers of Automated Logic, and/or Customer.

(b) RETURN OF DATA - Customer understands and acknowledges that Automated Logic will collect Source Data that will be stored on and/or transmitted to Automated Logic's servers and to suppliers or affiliates that are contracted by Automated Logic and used to transmit, process, extract or store such Source Data for purposes of Automated Logic's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Automated Logic's servers, Customer agrees that such data and information shall become part of Automated Logic's database and therefore subject to the license terms under section 28(a).

(c) DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Automated Logic, and (iii) avoid intentional action to disable, turn off, or remove the data collection hardware or software without Automated Logic's express written consent, which consent shall not be unreasonably withheld.

(d) DATA SAFEGUARDS - Automated Logic processes personal data as described in our privacy notice at Carrier.com. The parties will comply with applicable data privacy laws governing personal data processed in connection with this Agreement, including the California Consumer Privacy Act (CCPA) and the European General Data Protection Regulation (GDPR), and take all reasonable commercial and legal steps to protect personal data. If Customer provides Automated Logic with personal data, Customer will ensure that it has the legal right to do so, including obtaining consent and providing notice to the individuals whose personal data it provides to Automated Logic. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA and will not sell or exchange such personal data for anything of value.

Syr

Automated Logic Contracting Services Assurance Plans Enhance



Prepared For: **Jasper County Jail**
Attn: **Adam Sparks**
Location: **2300 Law Center Drive**
Amboy, IA 50208

Date: **05/13/2025**
Project ID: **22-02385**

AutomatedLogic

Building automation, energy and environmental control
www.automatedlogic.com

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- Clarifications and exclusions

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General Services Provided

ALC Digital Core

WebCTRL® Software Updates

To keep your WebCTRL® server operating efficiently and securely, software updates are included in this agreement and will be installed as they are made available and scheduled with your staff. Typically provided at least once annually, software updates keep your system up to date, may include feature enhancements and security functions as well as optimize your user experience.

Controller Software maintenance

Revisions and updates to purchased software drivers (firmware) are included in this agreement and will be installed as they are made available and scheduled with your staff. These may include controller firmware updates that improve performance and security of your Automated Logic components.

Common Password Management

Automated Logic is aware of the security concerns of facility owners and is aware of the risks with connected systems in today's environment. Included in this agreement is our assistance in managing secure passwords and credentials that are stored in an encrypted vault where our service team may have access to your system. Vaults are managed by our local remote support teams and are updated periodically.

Database protection and backup Automated Logic helps ensure the WebCTRL® configuration and history are preserved in a secure location.


24/7 call-center support

As an assurance program customer, you will have access to our 24/7 call center. Should an event occur where you require support, either onsite or via remote assistance, an experience service specialist will respond and interrogate your system. Should a site visit be required, we will work with you to determine the best time to dispatch our specialist. Additional charges may apply if our response and action are outside of our agreed upon scope of work.

Scheduled Preventive Maintenance

Planned Preventive Maintenance

Our Enhance service program includes hands on preventive maintenance tasking commensurate with our experience and factory recommended maintenance routines. Scheduled maintenance visits provide preventative support to physical equipment including servers, controllers, field devices and operational checks of mechanical equipment.





Systems Included

Qty	Equipment	Tag	Location
1	WebCTRL Version Upgrade		
1	Air Handling Unit		
1	Hot Water System		
1	Phone Support		
31	VAV Box w Reheat		
10	Unit Heater		
8	Exhaust Fan - General		



Equipment Calendar

Visit/Option	Spring	Summer	Fall	Winter	Annual
WebCTRL Version Upgrade					
WC-A Version Upgrade					✓
Air Handling Unit					
Software Maintenance		✓			
System Verification		✓			
Hot Water System					
Software Maintenance			✓		
System Verification			✓		
Phone Support					
Phone Support					✓
VAV Box w Reheat (Qty: 31)					
Software Maintenance					✓
Unit Heater (Qty: 10)					
Software Maintenance					✓
Exhaust Fan - General (Qty: 8)					
Software Maintenance					✓

NOTE: This schedule represents a tentative time frame per year. A formal service delivery plan will be discussed and furnished at the Customer kickoff meeting and modified as needed throughout the course of the Agreement. Our intent is that overall Task Frequency will stay the same; however, visits may change to meet any schedule requirements for the site.

Detailed Description of Work

Phone Support

Phone Support

- As an assurance program customer, you will have access to our 24/7 call center. Should an event occur where you require support, either onsite or via remote assistance, an experience service specialist will respond and interrogate your system. Should a site visit be required, we will work with you to determine the best time to dispatch our specialist. Additional charges may apply if our response and action are outside of our agreed upon scope of work.

WebCTRL Version Upgrade

WC-A Version Upgrade

- To keep your WebCTRL server operating efficiently and securely, software updates are included in this agreement and will be installed as they are made available and scheduled with your staff. Typically provided at least once annually, software updates keep your system up to date, may include feature enhancements and security functions as well as optimize your user experience.

Air Handling Unit

Software Maintenance

- Revisions and updates to purchased software drivers (firmware) are included in this agreement and will be installed as they are made available and scheduled with your staff

System Verification

- Verify that AHU is being controlled at the appropriate values, while the fan is operating.
- Change one set point value; verify smooth transition and stable control at the new set point.
- Return set point to original value. Repeat for each additional control loop, if any.
- Verify that controlled valves and dampers will stroke fully in both directions, sealing tightly where appropriate.
- Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.
- Verify the setting/operation of the low temperature safety device, if applicable.
- Verify the operation of the cooling, pre-heat, reheat, & humidity control device, if applicable.
- Field test any alarm device or sensor and verify alarm condition is reported properly.
- Verify sensors are within acceptable range, calibrate if applicable.
- Check associated controller(s) and expansion modules for proper 24 Volt power and communication.
- Inspect wiring for signs of corrosion, fraying and discoloration, defective shielding or shield grounding.
- Clean enclosure exterior surfaces & Remove excessive dust from internal surfaces.
- Document any issues and discuss "Corrective Maintenance" options with customer

Detailed Description of Work

Exhaust Fans

Software Maintenance

- Revisions and updates to purchased software drivers (firmware) are included in this agreement and will be installed as they are made available and scheduled with your staff

Hot Water System

Software Maintenance

- Revisions and updates to purchased software drivers (firmware) are included in this agreement and will be installed as they are made available and scheduled with your staff

System Verification

- Verify system is enabled and system components are in the automatic position.
- Verify reasonable readings are received into the system from the Outside Air Temperature/Relative Humidity sensor.
- Ensure enable/disable or lockout setpoints are reasonable for the application and equipment.
- Confirm setpoints, reset schedules or optimized setpoints are in the proper range for equipment.
- Confirm hot water supply and return temperature readings are reasonable for the condition of the system (prior to startup).
- Confirm with the operator the system water levels are full to appropriate levels.
- Start system and confirm the lead equipment i.e. pumps, boilers, etc. started as expected note any deficiencies.
- Confirm hot water supply and return temperature readings are reasonable for the condition of the system (post startup). Note any deficiencies.
- Confirm flow readings (if applicable) are reasonable for the amount of pumps running.
- Enable Pump rotation sequence to confirm proper failure recovery. This process should be initiated once for the amount of pumps present. Note any deficiencies.
- If equipped with VFD's adjust setpoint of process variable i.e. flow or differential pressure and confirm the control loop responds appropriately. Restore setpoint to original setting and note any deficiencies.
- If equipped with a mixing valve, adjust setpoint or reset schedule to force a response from valve. Verify the system responded appropriately and achieved setpoint. Restore setpoint to original and note any deficiencies.
- If equipped with a heat exchanger, adjust setpoint or reset schedule to force a response from valve. Verify the system responded appropriately and achieved setpoint. Restore setpoint to original and note any deficiencies.
- Enable boiler rotation as applicable and be sure to allow for adequate runtime in between rotation in order to avoid the short-cycle of the heating equipment. Note any deficiencies.
- Adjust parameters to allow for staging of equipment as applicable. Return parameters to



Detailed Description of Work

original values once complete.

- Note any deficiencies of all of the above tests in detail on service report. & Make any recommendations on findings to Facility Manager.

Unit Heater

Software Maintenance

- Revisions and updates to purchased software drivers (firmware) are included in this agreement and will be installed as they are made available and scheduled with your staff

VAV Box w Reheat

Software Maintenance

- Revisions and updates to purchased software drivers (firmware) are included in this agreement and will be installed as they are made available and scheduled with your staff

Service Agreement

Customer Name: Jasper County Jail
Submitted By: Hunter Brunsvold
Customer Address: 2300 Law Center Drive, Amboy, IA 50208

Scope of Service

Automated Logic Contracting Services, Inc. (ALCS) will perform scheduled maintenance during the term of this Agreement covering the automation equipment and systems listed in the Systems Included section of this Agreement. More detailed systems related tasks can be found in the Detailed Description of Work section of this Agreement.

Agreement Term

This Agreement shall become effective upon 07/01/2025 and shall continue for a 5 year(s) term. The Agreement shall automatically renew at each Agreement anniversary (see Terms and Conditions).

Agreement Billing

In each contract year, there will be a total of 2 payment(s), paid Semi-Annually, in advance, in the amount of \$2,980.50 for Year 1.

Agreement Price (Proposal pricing valid for (60) days)

Year 1 pricing 07/01/2025 - 06/30/2026	\$5,961.00	(2 payment(s) of \$2,980.50)
Year 2 pricing 07/01/2026 - 06/30/2027	\$6,200.00	(2 payment(s) of \$3,100.00)
Year 3 pricing 07/01/2027 - 06/30/2028	\$6,448.00	(2 payment(s) of \$3,224.00)
Year 4 pricing 07/01/2028 - 06/30/2029	\$6,706.00	(2 payment(s) of \$3,353.00)
Year 5 pricing 07/01/2029 - 06/30/2030	\$6,975.00	(2 payment(s) of \$3,487.50)

Preferred Rates

Refer to the Service Billable Rates section for details on preferred rates for hours not included in this agreement. Rates subject to annual increase.

Acceptance and Approval

This Agreement will become binding upon signature by Customer and signature by an ALCS representative and is subject to the Terms and Conditions attached and incorporated in this Agreement.

 Customer Acceptance (typed/printed name)

 Automated Logic Contracting Services, Inc. Acceptance (typed/printed name)

 Title

 Title

 Customer Acceptance (signature)

 Automated Logic Contracting Services Inc. (signature)

 Attest: Jenna Jennings, County Auditor



Contacts

The following controls professionals at Automated Logic are listed for your convenience whenever you need to contact us:

Your Service Coordinator: For service visit scheduling and emergency calls during normal business hours, please contact our main office, and one of our service coordinators will assist you.
Contact at: 855-734-2521

Your Remote Support Engineer: Chad Sells is responsible for providing Remote Technical support during normal business hours.
Contact at: 855-734-2521

Your Area Service Manager: Aaron Thomas manages our service department. He is responsible for the overall quality of service and ensuring the teams have the proper resources to service your account. The service manager ensures the team is properly trained, have the equipment necessary and ensures we are delivering the best possible product.
Contact at: 703-304-3921 or aaron.thomas@carrier.com

Your General Manager: Ekua Davis serves as General Manager of Automated Logic Midwest.
Contact at: ekua.davis@carrier.com

Your Emergency After Hours Service: Automated Logic After Hours Call Center will connect you to the available on call Field Engineer.
Contact at: 855-734-2521

General Office Information:

Automated Logic Contracting Services
3968 NW Urbandale Dr
Urbandale, Iowa 50322
Phone: 855-734-2521



Service Billable Rates

SERVICE AGREEMENT CUSTOMERS (Billable Labor Rates)					
NO CHARGE	Remote Support, Normal Business Hours				
15% Discount off List	On Site Labor, Normal Business Hours				
15% Discount off List	Remote Support, After hours Overtime				
15% Discount off List	On Site Labor, After hours Overtime				
15% Discount off List	Remote Support, Holidays				
15% Discount off List	On Site Labor, Holidays				
<p><i>*Rates subject to an annual increase</i></p> <p>*Note Each on-site service call is subject to a minimum billing of four hours if premium time labor is not included in the Service agreement. These labor rates include travel time and expenses (tolls, and parking). Holidays include – Nationally recognized Holidays plus ALC Company observed Holidays.</p>					
<p style="text-align: center;">RESPONSE TIMES</p> <table style="width: 100%;"> <tr> <td style="text-align: center;"><u>Emergency</u></td><td style="text-align: center;"><u>Non-Emergency</u></td></tr> <tr> <td style="text-align: center;">4-8 hours (OT Rates May Apply)</td><td style="text-align: center;">24-48 hours</td></tr> </table>		<u>Emergency</u>	<u>Non-Emergency</u>	4-8 hours (OT Rates May Apply)	24-48 hours
<u>Emergency</u>	<u>Non-Emergency</u>				
4-8 hours (OT Rates May Apply)	24-48 hours				

LIST PRICING (Billable Labor Rates)	
\$175.00/HOUR	Remote Support, Normal Business Hours
\$205.00/HOUR	On Site Labor, Normal Business Hours
\$245.00/HOUR	Remote Support, After hours Overtime
\$350.00/HOUR	On Site Labor, After hours Overtime
\$325.00/HOUR	Remote Support, Holidays
\$350.00/HOUR	On Site Labor, Holidays
<p><i>*Rates subject to an annual increase</i></p> <p>*Note Each on-site service call is subject to a minimum billing of four hours. Customer trip charge of \$160.00 per each site visit. Telephone support will be rounded up to the nearest one hour. Holidays include – Nationally recognized Holidays plus ALC Company observed Holidays.</p>	

Please contact the Service Department at 855-734-2521



Clarifications and Exclusions

Clarifications:

- This agreement is based on work being performed during normal business hours defined as (8am – 5pm weekdays)
- Activities performed under this agreement are dependent on the level of Assurance Plan selected.
- Repair and/or replacement of equipment installed by Automated Logic Corporation is dependent on the level of Assurance Plan selected and identified in the covered equipment list.

Exclusions:

- Premium Time for emergency or after normal business hours.
- Mechanical repairs.
- Taxes are not included in price.
- Removal, handling, or transporting any hazardous material.

Equipment Exclusions:

- All items not directly terminated to an Automated Logic control module are excluded from this agreement. Such items include but are not limited to fan motors, pump motors, fuses, disconnects, motor starters, smoke detectors, fire alarms, variable speed drives, air compressors, exhaust air valves, humidifiers, heating coils, mechanical dampers or any computer hardware and DDC controllers not provided by Automated Logic.
- Third party devices not originally installed by Automated Logic.
- Any control wiring or pneumatic tubing outside Automated Logic control panels, variable speed drives, combination fire/smoke dampers and actuators.

Standard Terms & Conditions of Sale

1. PAYMENT AND TAXES – Payment shall be made net 30 days from date of invoice. Automated Logic reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Automated Logic determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall pay Automated Logic any taxes or government charges arising from this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Automated Logic with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of services being rendered. All past due invoices will accrue interest at the lesser of 1% (one percent) per month or the maximum amount allowable by law.

2. TERM – This Agreement shall automatically renew at each Agreement anniversary¹ for an additional like term (a Renewal Term) unless either party gives written notice to the other party at least sixty (60) days prior to the expiration of the Initial Term or the Agreement anniversary. The Agreement Price for the first year of the initial Renewal Term will be adjusted to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor, Bureau of Statistics for the adjustment month compared with the index for the same month of the final year of the Initial Term of the Agreement and the percent increase to ALC straight-time hourly labor rates. The Agreement Price will be adjusted annually thereafter to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor, Bureau of Statistics for the adjustment month compared with the index for the same month of the previous year, and the percent increase to ALC straight-time hourly labor rate compared with the straight-time hourly labor rates for the same month of the previous year.

3. SCOPE OF WORK/EXCLUSIONS – Repair to building construction, plastering, patching and painting are excluded. Customer agrees to provide Automated Logic with required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.) without charge. Automated Logic agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge Automated Logic for any costs or expenses without Automated Logic's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Automated Logic under this Agreement, Automated Logic's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises.

Certain exclusions apply to services where Automated Logic is providing covered repair labor and material cost under this agreement. Those exclusions regarding covered repair labor and material cost services include service calls due to failures resulting from Force Majeure Events (see Section 6 below), abuse or misuse of equipment, willful damage of equipment, alterations, modifications, and/or any damages as a result of negligence by others. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by Automated Logic shall not operate to compel Automated Logic to perform any work relating to Hazards without Automated Logic's express written consent. Services performed at customer's direction outside of the scope of this Agreement will be billed at our scheduled rates.

4. EXTRAS – Work and material in addition to or different from that stated herein, and changes in drawings, specifications or time of performance, shall be considered as extras, and shall entitle Automated Logic to an adjustment in the contract price and the delivery schedule.

5. EMERGENCY SERVICE WORK – If emergency service is performed at Customer's request and inspection does not reveal any defects for which Automated Logic is liable under this Agreement, Customer shall pay for such work at Automated Logic's prevailing time and material rate.

6. SHIPMENT/PARTIAL SHIPMENT/RETURNS – All product shipments shall be EXW shipping point, Automated Logic's loading dock shall be the shipping point. The Customer is responsible for all freight charges, customs clearance and risks involved in the shipment to the job site. Shipment dates quoted are approximate. Automated Logic does not guarantee a particular date for shipment or delivery. Automated Logic shall have the right to ship any portion of equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment. No goods will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

7. DELAYS – Automated Logic shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Automated Logic's control, including, but not limited to, acts of God or of the public, acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer, Owner or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Automated Logic is delayed in manufacturing, shipping, delivery or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Automated Logic, Automated Logic agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Automated Logic shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Automated Logic under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Automated Logic shall be excused from furnishing said materials or equipment.

8. WARRANTY – Automated Logic warrants to Customer that the Work performed by Automated Logic hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. Automated Logic warrants that all equipment manufactured by Automated Logic Corporation and all Automated Logic equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Automated Logic shall at its option repair or replace, EXW point of sale, any equipment, part or component sold by Automated Logic and determined to be defective within one (1) year from the date Customer has beneficial use. Automated Logic does not warrant products not manufactured by Automated Logic, but it does pass on to Customer any available manufacturer's warranty for such products. Automated Logic warrants that all services provided by Automated Logic hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Automated Logic shall at its option re-perform or issue a credit for such service. Automated Logic's obligations as set forth herein shall be Customer's exclusive remedy. Automated Logic shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation when not installed by Automated Logic, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Automated Logic. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. CUSTOMER ACKNOWLEDGES THAT AUTOMATED LOGIC MAKES NO REPRESENTATION OR WARRANTY THAT THE IRON, STEEL, MANUFACTURED PRODUCTS AND/OR

¹ Agreement anniversary is defined as one year after the effective date or renewal date as stated in the Service Agreement section

Standard Terms & Conditions of Sale – Continued

CONSTRUCTION MATERIALS USED BY AUTOMATED LOGIC IN CONNECTION WITH MEETING ITS OBLIGATIONS UNDER THE WARRANTY WITH RESPECT TO REPAIR OR REPLACEMENT WILL COMPLY WITH THE REQUIREMENTS OF THE INFRASTRUCTURE INVESTMENT AND JOBS ACT, THE BUY AMERICAN ACT OR ANY SIMILAR LAWS OR REGULATIONS.

Customer's use of any software provided under this Agreement is licensed (if applicable) and governed by the applicable end user license agreement.

9. WORKING HOURS – All services performed under this Agreement, including major repairs, are to be provided during Automated Logic's normal working hours unless otherwise agreed in writing.

10. CHANGE ORDERS/ADDITIONAL WORK – Automated Logic will not perform additional work until such time as Automated Logic receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement.

11. CUSTOMER RESPONSIBILITIES – Customer shall: provide safe and reasonable access to the job site and equipment being serviced; provide a safe work environment; keep areas adjacent to equipment free of extraneous material; move any stock, fixtures, walls, partitions, ceilings, enclosures or such other property as may be necessary to perform the specified work; promptly notify Automated Logic of any unusual operating conditions; operate any equipment supplied hereunder properly and in accordance with instructions; and identify and label any asbestos containing material that may be present. The Customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the Customer will also provide in writing the method used to determine the absence of asbestos. If online service via modem is being provided, the Customer shall provide and maintain all relevant communications equipment and service, which may include, but not be limited to a telephone line with long distance direct dial and answer capability, internet access or Wi-Fi.

12. LIMITATION OF LIABILITY – Under no circumstances shall Automated Logic be liable for any indirect, incidental, collateral, special, punitive, or consequential damages, including, but not limited to loss of revenue, loss of profit, recalls, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Automated Logic shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Automated Logic's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Automated Logic's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Automated Logic under this Agreement. The aggregate liability shall not limit the liability of Automated Logic for any injury to, or death of a person, caused by its gross negligence.

13. CUSTOMER TERMINATION FOR DEFAULT – Customer shall have the right to terminate this Agreement for Automated Logic's default provided Automated Logic fails to cure such default within thirty (30) days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Automated Logic shall have free access to enter Customer locations to disconnect and remove any and all Automated Logic-owned parts, tools and personal property. Additionally, Customer agrees to pay Automated Logic for all incurred but unamortized service costs performed by Automated Logic including overhead and a reasonable profit.

14. AUTOMATED LOGIC TERMINATION – Automated Logic reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Automated Logic. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Automated Logic may terminate this Agreement without liability.

15. CLAIMS – Any lawsuits arising from the performance or nonperformance of this Agreement, with the exception of any claims for non-payment, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. In the event of any dispute arising out of or related in any way to this Agreement, Automated Logic shall be entitled to recover all costs and expenses incurred in enforcing its rights hereunder, whether based in contract, tort or otherwise, including but not limited to all costs and attorney's fees incurred in any such dispute.

16. INTERNATIONAL TRADE COMPLIANCE – Sales and distribution of commodities, materials, hardware, software, services, and technology Customer receives from Automated Logic pursuant to this Agreement (the "Product") may constitute an export, reexport, or transfer, and such transactions must be conducted in accordance with the export control, trade, and economic sanctions laws and regulations of the government authorities with jurisdiction over such activities, including the European Union and its Member States, the United States, and the United Kingdom (collectively, "Trade Control Laws").

- (a) Customer will conduct all activities under this Agreement in compliance with Trade Control Laws.
- (b) Customer will not sell, supply, export, reexport, or transfer Products directly or indirectly to: 1. Cuba, Iran, North Korea, Russia, Syria, or the Crimea, Donetsk, Kherson, Luhansk, or Zaporizhzhia regions of Ukraine or any other region that becomes restricted (each a "Restricted Country"); 2. to an individual or entity that is (i) an individual or entity designated on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") Specially Designated Nationals ("SDNs") and Blocked Persons List, the U.S. Department of Commerce's Bureau of Industry and Security's Entity List, the European Union's Consolidated List of Sanctions, as well as those of applicable Member States, and the UK Consolidated List; (ii) the Government of a Restricted Country, Venezuela, or Afghanistan; (iii) a person ordinarily resident in, or an entity registered under the laws of, a Restricted Country; (iv) an entity owned or controlled by a party in (i)-(iii); or (v) a person acting on behalf of, or for the benefit of, a party in (i)-(iv) (Parties in subparagraph 2(i)-(v) collectively, a "Denied Party"); 3. for an unauthorized end-use; or 4. in violation of Trade Control Laws.
- (c) Customer shall conduct reasonable diligence to verify its customers' or end-users' identity and location and confirm the Products' intended end-use (collectively, "End-User Diligence"). Customer's End-User Diligence must be sufficient to identify and prevent unauthorized transactions, including those involving Restricted Countries and Denied Parties. Customer shall promptly notify Automated Logic of any transactions involving Restricted Countries and Denied Parties, or other violations of Trade Control Laws with respect to Products or related services.

Standard Terms & Conditions of Sale – Continued

- (d) Notwithstanding any other provision of this contract, Automated Logic will not provide warranty, repair, replacement, or guarantee services for Products in Restricted Countries, to Denied Parties, or otherwise in violation of Trade Control Laws. If Customer extends to its clients any warranty that is broader in scope than the limited warranty provided by Automated Logic, Customer shall be solely responsible for all costs, expenses, liabilities, obligations, and damages resulting from the extension of such warranty.
- (e) Upon request, Customer shall promptly provide Automated Logic with information about Customer's export of Products, including, without limitation, description, volume, value, Customer and/or end-user, transaction dates, and service details.
- (f) Customer represents and warrants that neither it nor its respective directors, officers, employees, or affiliates is a Denied Party or is located, organized, or resident in a Restricted Country.
- (g) Automated Logic can terminate this Agreement effective immediately upon any of the following: 1. Customer becomes a Denied Party; 2. Customer violates Trade Controls with respect to any of the activities subject to this Agreement; or 3. Automated Logic reasonably determines that its Trade Control Laws compliance obligations prohibit Automated Logic's performance (each a "Trade Controls Event"). Termination under this clause shall be deemed a termination for just cause, relieving Automated Logic of any obligation to make further sales or provide further services (including warranty, repair, replacement, or guarantee services) under this Agreement, or to deliver any Products to Customer.
- (h) Customer shall hold Automated Logic harmless against all liabilities, and, to the extent permitted by Trade Control Laws, indemnify Automated Logic for all costs, expenses, damages, and losses incurred by Automated Logic arising from a Trade Controls Event. In no event shall Automated Logic be liable for any special, incidental, exemplary, or consequential damages, including but not limited to, lost profits, fines, or penalties imposed on Customer by relevant governmental authorities, arising in connection with Automated Logic's performance under this Agreement, including but not limited to delays, fees, or limitations imposed in connection with Trade Control Laws.

17. GOVERNMENT PROCUREMENTS –

(a) **COMMERCIAL ITEMS** – The components, equipment and services provided by Automated Logic under this Agreement are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Automated Logic's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Automated Logic will not agree to provide or certify cost or pricing data, nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Automated Logic.

(b) **WHERE AUTOMATED LOGIC IS SUBCONTRACTOR** – Where Automated Logic is subcontractor, Automated Logic is agreeing to perform a private subcontract for the sale of a commercial item on a fixed-price basis to Customer (a private entity) and as such there shall be no Federal Acquisition Regulations (FARs), DFARS, CFRs, or any other government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by Automated Logic. In addition, Automated Logic will not agree to provide or certify cost or pricing data nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). Automated Logic refers to FAR 52.244-6, "Subcontracts for Commercial Items and Commercial Components."

18. HAZARDOUS MATERIALS – If Automated Logic encounters any asbestos or other hazardous material while performing this Agreement, Automated Logic may immediately suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated to Automated Logic's satisfaction. The Customer is solely responsible for the identification, detection, abatement, encapsulating or removal of asbestos, goods or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria at a Customer site. The time for Automated Logic's performance shall be extended accordingly, and Automated Logic shall be compensated for the delay.

19. OCCUPATIONAL SAFETY AND HEALTH – Automated Logic and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

20. ENTIRE AGREEMENT, ASSIGNMENT and MODIFICATION – This Agreement contains the complete and exclusive statement of the agreement between Automated Logic and Customer and supersedes all previous or contemporaneous, oral or written, statements. Customer may transfer or assign all or a portion of this Agreement only with Automated Logic's prior written consent. However, Automated Logic may transfer or assign all or part of this Agreement upon written notice to Customer. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.

21. CUSTOMER CONSENT – Customer grants to Automated Logic and its successors and/or assigns the right to photograph Customer's premises where the equipment and/or services were installed or performed. Customer further grants to Automated Logic and its successors and/or assigns the right to use those photographs and videos, Customer's name and nature of Customer's relationship with Automated Logic in all forms of media for Automated Logic's marketing campaigns including but not limited to press releases, case studies, project profiles, newsletters, social media and promotional brochures.

22. FOR WORK BEING PERFORMED IN CALIFORNIA – Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

23. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Automated Logic retains ownership of its intellectual property and no license to Automated Logic's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

Standard Terms & Conditions of Sale – Continued

24. ANTI-DISCRIMINATION POLICY – The Automated Logic Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: <https://www.automatedlogic.com/en/company/work-for-us/>

25. PRICE ADJUSTMENTS – The prices of services performed and/or equipment purchased under this Agreement are subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Seller to Customer.

26. DATA PRIVACY – Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement. Automated Logic processes personal data as described in our privacy notices at <https://www.automatedlogic.com/en/legal/privacy-notice/>

27. STATE CONTRACTOR LICENSE NUMBERS – A list of Automated Logic's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: <https://www.automatedlogic.com/en/support/contractor-licenses>

28. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry as a manufacturer, distributor, or otherwise in the United States, the additional terms and conditions available at <https://www.automatedlogic.com/en/support/additional-terms> which are incorporated herein, shall apply.

29. ADDITIONAL TERMS AND CONDITIONS – ABOUND – If this Agreement includes a subscription to the Abound platform, then the additional terms and conditions of the Abound Master SaaS Subscription Agreement available at <https://abound.carrier.com/en/worldwide/saas-agreement/>, which are incorporated herein, shall apply.

30. ADDITIONAL TERMS AND CONDITIONS – WEBCTRL CLOUD – If this Agreement includes a subscription to the WebCTRL Cloud platform, then the additional terms and conditions of the WebCTRL Master SaaS Subscription Agreement available at https://www.sharedocs.com/hvac/docs/1000/PUBLIC/04/WEBCTRL_MASTER_SAAS_AGREEMENT_DIRECT_09232022.PDF which are incorporated herein, shall apply.

31. REMOTE MONITORING –

(a) DATA RIGHTS - Customer hereby grants and agrees to grant to Automated Logic a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Automated Logic's performance of services pursuant to this Agreement, (ii) the improvement of Automated Logic services, and Automated Logic's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Automated Logic agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Automated Logic's database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Automated Logic, affiliates or suppliers of Automated Logic, and/or Customer.

(b) RETURN OF DATA - Customer understands and acknowledges that Automated Logic will collect Source Data that will be stored on and/or transmitted to Automated Logic's servers and to suppliers or affiliates that are contracted by Automated Logic and used to transmit, process, extract or store such Source Data for purposes of Automated Logic's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Automated Logic's servers, Customer agrees that such data and information shall become part of Automated Logic's database and therefore subject to the license terms under section 28(a).

(c) DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Automated Logic, and (iii) avoid intentional action to disable, turn off, or remove the data collection hardware or software without Automated Logic's express written consent, which consent shall not be unreasonably withheld.

(d) DATA SAFEGUARDS - Automated Logic processes personal data as described in our privacy notice at Carrier.com. The parties will comply with applicable data privacy laws governing personal data processed in connection with this Agreement, including the California Consumer Privacy Act (CCPA) and the European General Data Protection Regulation (GDPR), and take all reasonable commercial and legal steps to protect personal data. If Customer provides Automated Logic with personal data, Customer will ensure that it has the legal right to do so, including obtaining consent and providing notice to the individuals whose personal data it provides to Automated Logic. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA and will not sell or exchange such personal data for anything of value.



06-17-2025

Proposal For: Jasper County, IA

Proposal Expiration: 07-17-2025

ZENCITY ORDER FORM ADDENDUM

This Addendum (the "**Addendum**") to Order Form by and between Jasper County, IA ("**Customer**") and Zencity Technologies US Inc. ("**Zencity**"), dated as of 07-13-2020 (the "**Order Form**") is entered into as of 07-08-2025 (the "**Addendum Date**").

All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Order Form.

Whereas, the Parties wish to amend certain terms of the Order Form as set forth herein;

Now, therefore, the Parties hereto agree to amend the terms of the Order Form as set forth below.

1. **Term.** The term of the Order Form is hereby extended for a 36 Months period commencing as of 07-08-2025 and ending on 07-08-2028 (the "Renewal Term"), after which this addendum shall automatically renew for successive periods of 12 months, unless either part provides notice of non-renewal at least 90 days prior to the end of such applicable term. Customer may terminate the Agreement on the 12 month anniversary of the Effective Date by providing written notice to such effect no less than 90 days in advance.

2. **Recurring Fees.** [During the Renewal Term] The Recurring Fees table included in the Order Form shall be amended and replaced in its entirety as follows:

SKU	Item Name	Description	Year 1-2 Annual Price	Year 3 Price	Total Price
ZC-ECI	Zencity Renewal (including 360 Essentials, Organic, Engage, Pulse, Experience Survey)	<p>Community Engagement SaaS Platform for counties including:</p> <p>Organic - Processing organic feedback on various channels, including:</p> <ul style="list-style-type: none">-Full integration with all data sources provided by Zencity-Unlimited projects, automated anomaly highlights, automated reports, digests and media mentions.-6 annual Zencity Insight reports - verified-Publishing and scheduling to social media accounts and collecting engagement analytics on official (agency operated) social media channels <p>Premium pulse survey - Ad-hoc online survey for generating quick results on timely issues. Zencity handles distribution, with guaranteed representative results. Includes Executive-level presentation by industry experts to translate results into actionable recommendations.</p> <p>Zencity Engage - Unlimited community engagement interface to share essential project context and invite resident collaboration and input.</p> <p>Experience survey - questionnaire designed to immediately collect feedback on non-emergency services provided by the county.</p>	\$15,000	\$30,000	\$60,000

Total Fees \$60,000

General. This Addendum shall form an integral part of the Order Form. Unless expressly specified herein, all other provisions, terms and conditions in the Order Form shall apply and shall remain in full force and effect. In case of any contradiction or discrepancy between the terms of this Addendum to those of the Order Form, with respect to matters described herein, the terms of this Addendum shall prevail.

In witness whereof, the parties have executed this Addendum, effective as of the Addendum Date.

Zencity

Customer

Attest: Jenna Jennings, County Auditor

Resolution 25-

WHEREAS, The Jasper County Engineer has the need for and has requested that the Jasper County Board of Supervisors create one (1) position of permanent full-time Skilled Laborer.

NOW, THEREFORE BE IT RESOLVED that the Jasper County Board of Supervisors shall create one (1) position of permanent full-time Skilled Laborer.

*This new position will replace the current Assistant Road Superintendent positions which was held by Josh Britton.

Resolution adopted this 15th day of July 2025.

Brandon Talsma, Chairman

Attest:

Jenna Jennings, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES
BOOK 22 07/15/25 PAGE

RESOLUTION NO. _____

RESOLUTION APPROVING THE OAKS SUBDIVISION

WHEREAS there has been presented to the Jasper County, Iowa Board of Supervisors a plat of certain property located in Jasper County, said plat being designated as **THE OAKS SUBDIVISION** and certified by Luke D. Ahrens, L.S. with Bolton & Menk.

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

DESCRIPTION – The Oaks Subdivision

**The Southeast Quarter of the Southwest Quarter of Section 7, Township 81 North, Range 20 West
of the 5th P.M., Jasper County, Iowa**

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

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

Approved this _____ day of _____, 2025

Print _____ Signature _____ Date _____
Chairsperson

Print _____ Signature _____ Date _____
Auditor

I, Brandon Talsma, chairman of the Jasper County Board of Supervisors, do hereby certify that the Resolution hereinabove set out is a true and correct copy of a Resolution approved and adopted by the Jasper County Board of Supervisors on the _____ day of _____, 2025 whereby said board accepted and approved the plat of THE OAKS SUBDIVISION.

IN WITNESS WHEREOF, I hereto affix my hand and the seal of Jasper County, Iowa, this _____ day of _____, 2025.

Notary

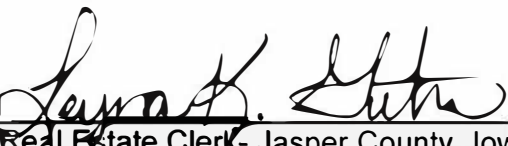
APPROVAL OF SUBDIVISION PLAT NAME BY JASPER COUNTY AUDITOR


Date: 6/26/2025

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

THE OAKS

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.

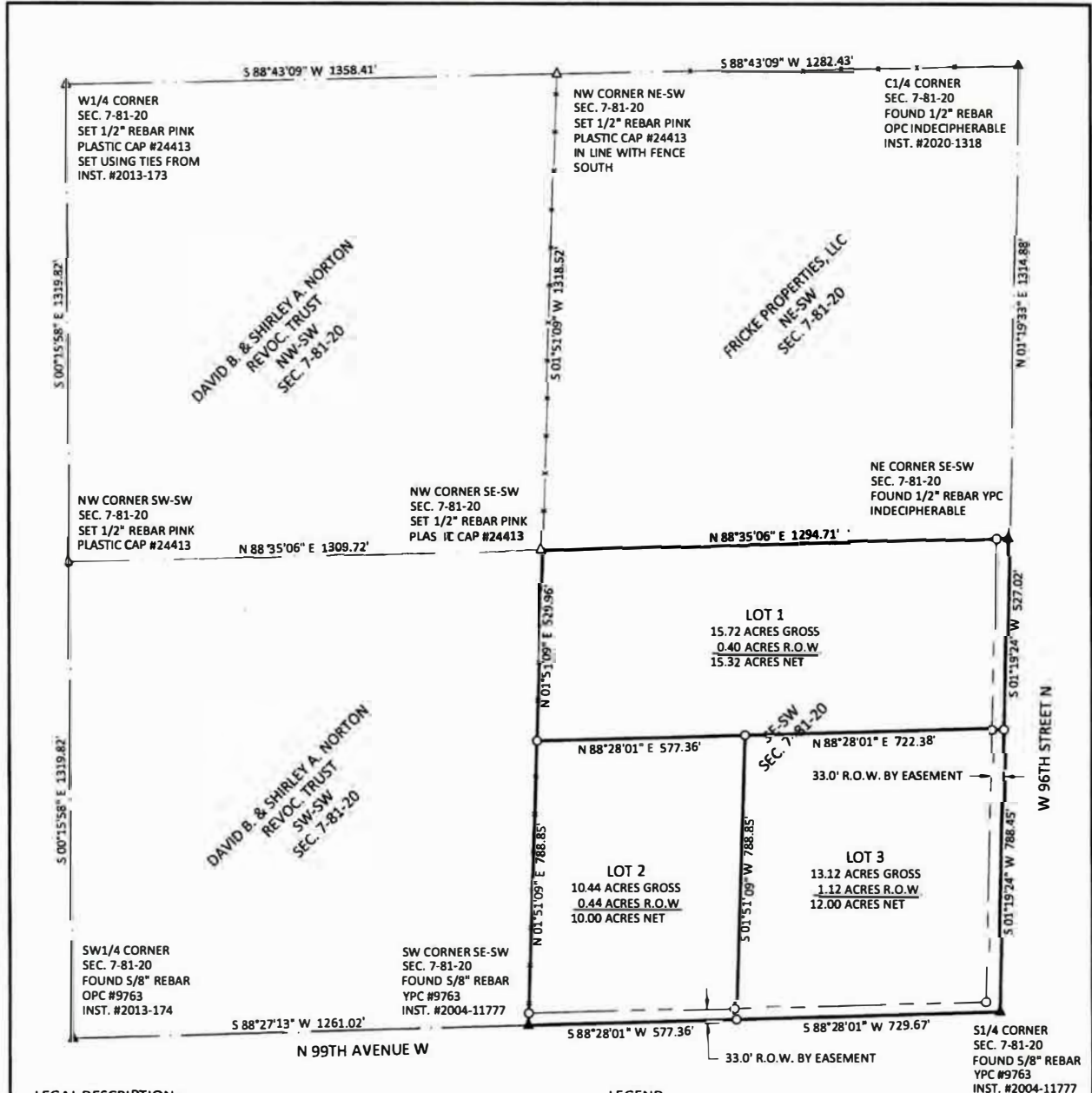
Signed 
Real Estate Clerk- Jasper County, Iowa

Signed 
Auditor of Jasper County, Iowa



INDEX LEGEND	
LOCATION:	THE SE1/4-SW1/4 OF SECTION 7-T81N-R20W, 5TH P.M., JASPER COUNTY, IOWA
REQUESTOR:	MARCUS FRICKE
PROPRIETOR:	FRICKE PROPERTIES, L.L.C.
SURVEYOR:	LUKE D. AHRENS, P.L.S. #24413
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	LUKE D. AHRENS, BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA 50010 (515) 297-2119

FOR RECORDER USE ONLY



LEGAL DESCRIPTION:

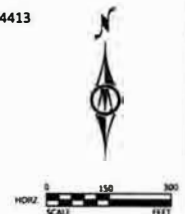
THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 81 NORTH, RANGE 20 WEST OF THE 5TH P.M., JASPER COUNTY, IOWA.

NOTES:

1. THIS PLAT IS SUBJECT TO EASEMENTS APPARENT OR OF RECORD.
2. THIS PLAT MEETS OR EXCEEDS IOWA CODE 355.
3. BEARINGS AND DISTANCES SHOWN ARE IOWA STATE PLANE-SOUTH ZONE, U.S. SURVEY FOOT.
4. CURRENT DEED OF RECORD IN INST. #201900003178
5. NEAREST ADDRESS: 9657 N 99TH AVENUE W

LEGEND:

- SET 1/2"x24" REBAR PINK PLASTIC CAP #24413
- ▲ FOUND SECTION CORNER AS NOTED
- △ SECTION CORNER SET AS NOTED
- (R) RECORDED DIMENSION
- YPC YELLOW PLASTIC CAP
- X — FENCE IN PLACE
- OPC ORANGE PLASTIC CAP



	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 Professional Land Surveyor under the laws of the State of Iowa.		BOLTON & MENK 1519 BALTIMORE DRIVE AMES, IA 50010 (515) 293-6100	SHEET 1 OF 1
	LUKE D. AHRENS, P.L.S. LICENSE NUMBER 24413 DATE 2/25/2025			
	MY LICENSE RENEWAL DATE IS 12/31/2025			
	PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET			
FINAL PLAT - THE OAKS SUBDIVISION THE SE1/4-SW1/4 OF SEC. 7-T81N-R20W, 5TH P.M., JASPER COUNTY, IOWA				



Jasper County, IA



Overview



Legend

Parcels

Parcel

BLL

Corporate Limits

Roads

Parcel ID	0207300004	Alternate ID	011600	Owner Address	FRICKE PROPERTIES LLC
Sec/Twp/Rng	7-81-20	Class	A		611 ROCK CREEK DR
Property Address		Acreage	38.0		MAXWELL, IA 50161
District	IDBX7				
Brief Tax Description	SECTION:7 TOWNSHIP:81 RANGE:20SE SW				
	(Note: Not to be used on legal documents)				

Jasper County Data Disclaimer

Please Read Carefully

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

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

Date created: 7/11/2025

Last Data Uploaded: 7/11/2025 3:47:00 AM

Developed by  **SCHNEIDER**
GEOSPATIAL



JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

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

SD-2025-001

A subdivision request has been made to Jasper County Community Development for The Oaks Subdivision located the following parcel: 02.07.300.004.

Print Marcos Fricke Signature [Signature] Date 5-27-2025

Jasper County Zoning Commission recommends that this variance request Be ~~be~~ not be granted.
4 Aye 0 Nay

Print Ross Becker Signature [Signature] Date 6/25/25
Chairperson Jasper County Zoning Commission

State of Iowa, Jasper County

On this 25 day of June, before me Brett Jennings, a Notary Public in and for the State of Iowa, appeared Ross Becker to me personally known to be the chairperson of Jasper County Board of Adjustment and that said Variance Request was signed by him/her on behalf of said Jasper County Board of Adjustment. Witness my hand and Notary Seal the day and year above written.

[Signature]
Notary in and for the State of Iowa



L-161--73-50
Jasper County
Bid Tabulation

Project Award Amount: \$0.00

Letting Date: 7/9/2025 02:00 PM

Route: N 51st Ave W

Late Start Date: 8/18/2025

Location: On N 51st Ave W, from W 148th St N E 0.5 miles to E...

Contract Period: 30 Work Days

Work Type: HMA Pavement with Full Depth Reclamation

Award Recommendation: INROADS, LLC.

Rank	Contractor	Total Bid	Percent of Estimate	% Over Low Bid
1	INROADS, LLC.	\$460,325.96	113.07%	0.00%
2	GRIMES ASPHALT AND PAVING CORPORATION	\$524,056.70	128.73%	13.84%

**L-161--73-50
Jasper County
Bid Tabulation**

				Engineer's Estimate		INROADS, LLC. 4761 NE 20TH LANE DES MOINES, IA 50313		GRIMES ASPHALT AND PAVI.. 5550 NE 22ND STREET DES MOINES, IA 50316	
	Item Number/Description	Quantity	Units	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1.	2102-2713070 EXCAVATION, CLASS 13, ROADWAY AND BORROW	208.0	CY	\$30.00	\$6,240.00	\$20.00	\$4,160.00	\$65.00	\$13,520.00
2.	2116-0000100 FULL DEPTH RECLAMATION	7,895.7	SY	\$2.93	\$23,134.40	\$9.25	\$73,035.23	\$7.00	\$55,269.90
3.	2116-0000300 MINERAL STABILIZING AGENT	215.0	TON	\$219.00	\$47,085.00	\$200.00	\$43,000.00	\$260.00	\$55,900.00
4.	2121-7425020 GRANULAR SHOULDERS, TYPE B	142.000	TON	\$29.07	\$4,127.94	\$58.00	\$8,236.00	\$64.00	\$9,088.00
5.	2212-0475095 CLEANING AND PREPARATION OF BASE	0.5	MILE	\$50.14	\$25.07	\$500.00	\$250.00	\$7,700.00	\$3,850.00
6.	2213-7100400 RELOCATION OF MAIL BOXES	15	EACH	\$309.43	\$4,641.45	\$250.00	\$3,750.00	\$118.00	\$1,770.00
7.	2303-0001000 HOT MIX ASPHALT MIXTURE, WEDGE, LEVELING OR ST...	440.000	TON	\$65.10	\$28,644.00	\$78.00	\$34,320.00	\$90.00	\$39,600.00
8.	2303-0002380 HOT MIX ASPHALT MIXTURE INTERLAYER BASE COURS...	440.000	TON	\$60.00	\$26,400.00	\$83.00	\$36,520.00	\$104.00	\$45,760.00
9.	2303-1043500 HOT MIX ASPHALT HIGH TRAFFIC, SURFACE COURSE, ...	880.000	TON	\$65.00	\$57,200.00	\$80.00	\$70,400.00	\$80.00	\$70,400.00
10.	2303-1258283 ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	26.00	TON	\$557.69	\$14,499.94	\$546.00	\$14,196.00	\$526.00	\$13,676.00
11.	2303-1258284 ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC	53.00	TON	\$650.00	\$34,450.00	\$621.00	\$32,913.00	\$601.00	\$31,853.00
12.	2303-1258346 ASPHALT BINDER, PG 58-34E, EXTREMELY HIGH TRAFFIC	35.00	TON	\$800.00	\$28,000.00	\$741.00	\$25,935.00	\$706.00	\$24,710.00
13.	2303-6911000 HOT MIX ASPHALT PAVEMENT SAMPLES	1.00	LS	\$3,500.00	\$3,500.00	\$550.00	\$550.00	\$1,200.00	\$1,200.00
14.	2417-0225024 APRONS, METAL, 24 IN. DIA.	10	EACH	\$558.78	\$5,587.80	\$700.00	\$7,000.00	\$853.00	\$8,530.00
15.	2417-0225036 APRONS, METAL, 36 IN. DIA.	2	EACH	\$1,267.42	\$2,534.84	\$1,000.00	\$2,000.00	\$1,706.00	\$3,412.00
16.	2417-1060024 CULVERT, CORRUGATED METAL ROADWAY PIPE, 24 IN....	348	LF	\$110.00	\$38,280.00	\$75.00	\$26,100.00	\$183.00	\$63,684.00

Engineer's Estimate	INROADS, LLC. 4761 NE 20TH LANE DES MOINES, IA 50313	GRIMES ASPHALT AND PAVI... 5550 NE 22ND STREET DES MOINES, IA 50316
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Item Number/Description	Quantity	Units	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
17. 2417-1060036 CULVERT, CORRUGATED METAL ROADWAY PIPE, 36 IN.,...	72	LF	\$183.00	\$13,176.00	\$110.00	\$7,920.00	\$230.00	\$16,560.00
18. 2515-2475005 DRIVEWAY, P.C. CONCRETE, 5 IN.	256.3	SY	\$85.22	\$21,841.89	\$70.75	\$18,133.23	\$101.00	\$25,886.30
19. 2515-6745600 REMOVAL OF PAVED DRIVEWAY	297.5	SY	\$30.00	\$8,925.00	\$15.00	\$4,462.50	\$27.00	\$8,032.50
20. 2526-8285000 CONSTRUCTION SURVEY	1.00	LS	\$9,000.00	\$9,000.00	\$6,100.00	\$6,100.00	\$5,900.00	\$5,900.00
21. 2528-2518000 SAFETY CLOSURE	3	EACH	\$200.00	\$600.00	\$125.00	\$375.00	\$445.00	\$1,335.00
22. 2528-8445110 TRAFFIC CONTROL	1.00	LS	\$4,000.00	\$4,000.00	\$3,400.00	\$3,400.00	\$3,500.00	\$3,500.00
23. 2533-4980005 MOBILIZATION	1.00	LS	\$20,000.00	\$20,000.00	\$33,970.00	\$33,970.00	\$16,300.00	\$16,300.00
24. 2601-2634100 MULCHING	1.5	ACRE	\$492.64	\$738.96	\$1,100.00	\$1,650.00	\$980.00	\$1,470.00
25. 2601-2636043 SEEDING AND FERTILIZING (RURAL)	1.5	ACRE	\$2,985.20	\$4,477.80	\$1,300.00	\$1,950.00	\$1,900.00	\$2,850.00
Contract Totals			\$407,110.09		\$460,325.96		\$524,056.70	
Percent of Estimate			100.00%		113.07%		128.73%	

BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: L-161--73-50

Type of Work: HMA Pavement with Full
Depth Reclamation

System: Local

Miles: 0.500

Location and Description : N 51st Ave W: On N 51st Ave W, from W 148th St N E 0.5 miles to Existing PCC Pavement

Full depth reclamation with mineral stabilizing agent of an existing asphalt pavement and placement of a new HMA pavement surface from W 148th St N 0.5 miles to existing PCC pavement. Work also includes full depth reclamation with mineral stabilization and placement of new HMA surface for side road fillets, granular shoulders, PCC driveway, culvert, and other miscellaneous items of work as required.

Proposal of:

Name of Bidder

Street Address

City

State

Zip Code

Federal Tax I.D. Number

Phone

Fax

Email

The bidder hereby certifies that no other principal is involved in or has an interest in this proposal; that the bidder has thoroughly examined the plans and specifications and this contract form and is aware of the provisions contained herein; that the bidder has examined the site of the work and understands that the quantities of work required by the plans and specifications are approximate only and are subject to increases and decreases; that the bidder understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein; that the bidder proposes to timely furnish the specified material in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently complete this project by the time specified; that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Iowa Code Section 314.2; that the bidder has made no agreement with any supplier of motor fuel or special fuel which will result in a violation of Iowa Code Section 452A.17(8).

If this bid is accepted, Bidder agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached, to perform the work on a "force-account basis" as provided in the specifications; to execute the formal contract within thirty days of the date of approval for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages, which shall accrue at the daily rate specified below, for each additional working day the work remains uncompleted; and to furnish a performance bond in an amount equal to the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

Work Days	Date Type	Date	Liquidated Damages Per Day
30	Late Start Date	8/18/2025	\$1,000.00

Proposal Guaranty: \$0.00

Enclosed herewith is a certified check, credit union share draft, Cashier's Check, bank draft on a solvent bank or a bid bond in the penal sum shown in the contract document as a proposal guaranty. It is understood by bidder that the said guaranty document shall be retained by the Contracting Authority as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

The signing of this Bid Document shall serve as an unsworn declaration that, I (the owner, partner, President, other corporate officer, or an authorized representative) hereby certify under penalty of perjury under the laws of the United States and the State of Iowa that I have read, understand, and accept the Bidding Certifications and other provisions contained in this Proposal Notice.

Signature

William Rose

Date

7/9/25

Signature

Date

Date of Letting: Wednesday, July 9, 2025, 02:00 PM, Engineer's Office, Newton, Iowa

Attest: Jenna Jennings, County Auditor

SCHEDULE OF PRICES -- PROPOSAL

Jasper County, Iowa -- Project L-161--73-50

Type of work : HMA Pavement with Full Depth Reclamation

UNIT PRICES AND EXTENDED AMOUNTS MUST BE TYPED OR SHOWN IN INK OR THE BID WILL BE REJECTED.

Bidder shall show unit price and extension for each item and total for each division.

Item Number	Description	Units	Quantity	Unit Price	Total
Division 1					
1. 2102 - 2713070	EXCAVATION, CLASS 13, ROADWAY AND BORROW	CY	208.0	20 -	4160 -
2. 2116 - 0000100	FULL DEPTH RECLAMATION	SY	7895.7	9.25	73,035.23
3. 2116 - 0000300	MINERAL STABILIZING AGENT	TON	215.0	200 -	43,000 -
4. 2121 - 7425020	GRANULAR SHOULDERS, TYPE B	TON	142.000	58 -	8236 -
5. 2212 - 0475095	CLEANING AND PREPARATION OF BASE	MILE	0.5	500 -	2500 - 1250
6. 2213 - 7100400	RELOCATION OF MAIL BOXES	EACH	15	250 -	3750 -
7. 2303 - 0001000	HOT MIX ASPHALT MIXTURE, WEDGE, LEVELING OR STRENGTHENING COURSE	TON	440.000	78 -	34,320 -
8. 2303 - 0002380	HOT MIX ASPHALT MIXTURE INTERLAYER BASE COURSE, 3/8 IN. MIX	TON	440.000	83 -	36,520 -
9. 2303 - 1043500	HOT MIX ASPHALT HIGH TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	TON	880.000	80 -	70,400 -
10. 2303 - 1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	TON	26.00	546 -	14,196 -
11. 2303 - 1258284	ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC	TON	53.00	621 -	32,913 -
12. 2303 - 1258346	ASPHALT BINDER, PG 58-34E, EXTREMELY HIGH TRAFFIC	TON	35.00	741 -	25,935 -
13. 2303 - 6911000	HOT MIX ASPHALT PAVEMENT SAMPLES	LS	1.00	550 -	550 -
14. 2417 - 0225024	APRONS, METAL, 24 IN. DIA.	EACH	10	700 -	7000 -
15. 2417 - 0225036	APRONS, METAL, 36 IN. DIA.	EACH	2	1000 -	2000 -
16. 2417 - 1060024	CULVERT, CORRUGATED METAL ROADWAY PIPE, 24 IN. DIA.	LF	348	75 -	26,100 -
17. 2417 - 1060036	CULVERT, CORRUGATED METAL ROADWAY PIPE, 36 IN. DIA.	LF	72	110 -	7920 -
18. 2515 - 2475005	DRIVEWAY, P.C. CONCRETE, 5 IN.	SY	256.3	70.75	18,133.23
19. 2515 - 6745600	REMOVAL OF PAVED DRIVEWAY	SY	297.5	15 -	4462.50
20. 2526 - 8285000	CONSTRUCTION SURVEY	LS	1.00	6100 -	6100 -
21. 2528 - 2518000	SAFETY CLOSURE	EACH	3	125 -	375 -
22. 2528 - 8445110	TRAFFIC CONTROL	LS	1.00	3400 -	3400 -
23. 2533 - 4980005	MOBILIZATION	LS	1.00	33,970 -	33,970 -
24. 2601 - 2634100	MULCHING	ACRE	1.5	1100 -	1650 -
25. 2601 - 2636043	SEEDING AND FERTILIZING (RURAL)	ACRE	1.5	1300 -	1950 -
Total Bid				462,575.95	

TARGETED SMALL BUSINESS (TSB) AFFIRMATIVE ACTION RESPONSIBILITIES ON NON-FEDERAL-AID PROJECTS (THIRD PARTY STATE-ASSISTED PROJECTS) SHALL APPLY. SEE ATTACHED TSB CONTRACT PROVISIONS AND FORM. 8400,325.96

The County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2023, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

Contractor IN ROAD LLC
Project # L-161--73-50
County JASPER Co
City —

Page # 1/1

TARGETED SMALL BUSINESS (TSB) PRE-BID CONTACT INFORMATION

(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
ABACI Consulting	x	7/7	✓		✓	5000.00
HS Concrete	x	7/3	✓		NO	—

Total dollar amount proposed to be subcontracted to TSB on this project \$ 5000.00
List items by name to be subcontracted:

BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: L-161--73-50

Type of Work: HMA Pavement with Full
Depth Reclamation

System: Local

Miles: 0.500

Location and Description : N 51st Ave W: On N 51st Ave W, from W 148th St N E 0.5 miles to Existing PCC Pavement

Full depth reclamation with mineral stabilizing agent of an existing asphalt pavement and placement of a new HMA pavement surface from W 148th St N 0.5 miles to existing PCC pavement. Work also includes full depth reclamation with mineral stabilization and placement of new HMA surface for side road fillets, granular shoulders, PCC driveway, culvert, and other miscellaneous items of work as required.

Proposal of:

Brimus Asphalt and Paving Corporation

Name of Bidder

5550 N/E 22nd Street

Street Address

Des Moines

IA

50313

City

State

Zip Code

27-1831755

Federal Tax I.D. Number

(515)-262-8096

Phone

Fax

mdyonker@brimusasphalt.com

Email

The bidder hereby certifies that no other principal is involved in or has an interest in this proposal; that the bidder has thoroughly examined the plans and specifications and this contract form and is aware of the provisions contained herein; that the bidder has examined the site of the work and understands that the quantities of work required by the plans and specifications are approximate only and are subject to increases and decreases; that the bidder understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein; that the bidder proposes to timely furnish the specified material in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently complete this project by the time specified; that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Iowa Code Section 314.2; that the bidder has made no agreement with any supplier of motor fuel or special fuel which will result in a violation of Iowa Code Section 452A.17(8).

If this bid is accepted, Bidder agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached, to perform the work on a "force-account basis" as provided in the specifications; to execute the formal contract within thirty days of the date of approval for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages, which shall accrue at the daily rate specified below, for each additional working day the work remains uncompleted; and to furnish a performance bond in an amount equal to the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

Work Days	Date Type	Date	Liquidated Damages Per Day
30	Late Start Date	8/18/2025	\$1,000.00

Proposal Guaranty: \$0.00

Enclosed herewith is a certified check, credit union share draft, Cashier's Check, bank draft on a solvent bank or a bid bond in the penal sum shown in the contract document as a proposal guaranty. It is understood by bidder that the said guaranty document shall be retained by the Contracting Authority as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

The signing of this Bid Document shall serve as an unsworn declaration that, I (the owner, partner, President, other corporate officer, or an authorized representative) hereby certify under penalty of perjury under the laws of the United States and the State of Iowa that I have read, understand, and accept the Bidding Certifications and other provisions contained in this Proposal Notice.

Signature

Date

Signature

Date

Date of Letting: Wednesday, July 9, 2025, 02:00 PM, Engineer's Office, Newton, Iowa

SCHEDULE OF PRICES -- PROPOSAL

Jasper County, Iowa -- Project L-161--73-50

Type of work : HMA Pavement with Full Depth Reclamation

UNIT PRICES AND EXTENDED AMOUNTS MUST BE TYPED OR SHOWN IN INK OR THE BID WILL BE REJECTED

Bidder shall show unit price and extension for each item and total for each division.

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2. 2116 - 0000100	FULL DEPTH RECLAMATION	SY	7895.7	7. -	55,269.90
3. 2116 - 0000300	MINERAL STABILIZING AGENT	TON	215.0	260. -	55,900. -
4. 2121 - 7425020	GRANULAR SHOULDERS, TYPE B	TON	142.000	64. -	9,088. -
5. 2212 - 0475095	CLEANING AND PREPARATION OF BASE	MILE	0.5	7,700. -	3,850. -
6. 2213 - 7100400	RELOCATION OF MAIL BOXES	EACH	15	118. -	1,770. -
7. 2303 - 0001000	HOT MIX ASPHALT MIXTURE, WEDGE, LEVELING OR STRENGTHENING COURSE	TON	440.000	90. -	39,600. -
8. 2303 - 0002380	HOT MIX ASPHALT MIXTURE INTERLAYER BASE COURSE, 3/8 IN. MIX	TON	440.000	104.00	45,760. -
9. 2303 - 1043500	HOT MIX ASPHALT HIGH TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	TON	880.000	80. -	70,400. -
10. 2303 - 1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	TON	26.00	526. -	13,676. -
11. 2303 - 1258284	ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC	TON	53.00	601. -	31,853. -
12. 2303 - 1258346	ASPHALT BINDER, PG 58-34E, EXTREMELY HIGH TRAFFIC	TON	35.00	706. -	24,710. -
13. 2303 - 6911000	HOT MIX ASPHALT PAVEMENT SAMPLES	LS	1.00	1,200. -	1,200. -
14. 2417 - 0225024	APRONS, METAL, 24 IN. DIA.	EACH	10	853. -	8,530. -
15. 2417 - 0225036	APRONS, METAL, 36 IN. DIA.	EACH	2	1706. -	3,412. -
16. 2417 - 1060024	CULVERT, CORRUGATED METAL ROADWAY PIPE, 24 IN. DIA.	LF	348	183. -	63,604. -
17. 2417 - 1060036	CULVERT, CORRUGATED METAL ROADWAY PIPE, 36 IN. DIA.	LF	72	230. -	16,560. -
18. 2515 - 2475005	DRIVEWAY, P.C. CONCRETE, 5 IN.	SY	256.3	101. -	25,886.30
19. 2515 - 6745600	REMOVAL OF PAVED DRIVEWAY	SY	297.5	27. -	8,032.50
20. 2526 - 8285000	CONSTRUCTION SURVEY	LS	1.00	5,900. -	5,900. -
21. 2528 - 2518000	SAFETY CLOSURE	EACH	3	445. -	1,335. -
22. 2528 - 8445110	TRAFFIC CONTROL	LS	1.00	3,500. -	3,500. -
23. 2533 - 4980005	MOBILIZATION	LS	1.00	16,300. -	16,300. -
24. 2601 - 2634100	MULCHING	ACRE	1.5	980. -	1,470. -
25. 2601 - 2636043	SEEDING AND FERTILIZING (RURAL)	ACRE	1.5	1,900. -	2,850. -
Total Bid				524,056.70	

TARGETED SMALL BUSINESS (TSB) AFFIRMATIVE ACTION RESPONSIBILITIES ON NON-FEDERAL-AID PROJECTS (THIRD PARTY STATE-ASSISTED PROJECTS) SHALL APPLY. SEE ATTACHED TSB CONTRACT PROVISIONS AND FORM.

The County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2023, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

Contractor Grimus Asphalt Paving Corp.
Project # L-161--73-50
County Jasper
City _____

Page # 1

TARGETED SMALL BUSINESS (TSB) PRE-BID CONTACT INFORMATION

(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
LT Leon Associates, Inc.	Yes	7/8/2025	Yes	7/8/2025	Yes	\$5,000.-

Total dollar amount proposed to be subcontracted to TSB on this project \$ \$5000.00
List items by name to be subcontracted:

BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: L-161--73-50

Type of Work: HMA Pavement with Full
Depth Reclamation

System: Local

Miles: 0.500

Location and Description : N 51st Ave W: On N 51st Ave W, from W 148th St N E 0.5 miles to Existing PCC Pavement

Full depth reclamation with mineral stabilizing agent of an existing asphalt pavement and placement of a new HMA pavement surface from W 148th St N 0.5 miles to existing PCC pavement. Work also includes full depth reclamation with mineral stabilization and placement of new HMA surface for side road fillets, granular shoulders, PCC driveway, culvert, and other miscellaneous items of work as required.

Proposal of

Name of Bidder

3216

Hwy 574 South

Street Address

Newton

Iowa

50208

City

State

Zip Code

42-1377409

Federal Tax I.D. Number

41-792-7500

41-792-0336

jonp@manatt.com

Phone

Fax

Email

The bidder hereby certifies that no other principal is involved in or has an interest in this proposal; that the bidder has thoroughly examined the plans and specifications and this contract form and is aware of the provisions contained herein; that the bidder has examined the site of the work and understands that the quantities of work required by the plans and specifications are approximate only and are subject to increases and decreases; that the bidder understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein; that the bidder proposes to timely furnish the specified material in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently complete this project by the time specified; that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Iowa Code Section 314.2; that the bidder has made no agreement with any supplier of motor fuel or special fuel which will result in a violation of Iowa Code Section 452A.17(8).

If this bid is accepted, Bidder agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached, to perform the work on a "force-account basis" as provided in the specifications; to execute the formal contract within thirty days of the date of approval for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages, which shall accrue at the daily rate specified below, for each additional working day the work remains uncompleted; and to furnish a performance bond in an amount equal to the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

Work Days	Date Type	Date	Liquidated Damages Per Day
30	Late Start Date	8/18/2025	\$1,000.00

Proposal Guaranty: \$0.00

Enclosed herewith is a certified check, credit union share draft, Cashier's Check, bank draft on a solvent bank or a bid bond in the penal sum shown in the contract document as a proposal guaranty. It is understood by bidder that the said guaranty document shall be retained by the Contracting Authority as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

The signing of this Bid Document shall serve as an unsworn declaration that, I (the owner, partner, President, other corporate officer, or an authorized representative) hereby certify under penalty of perjury under the laws of the United States and the State of Iowa that I have read, understand, and accept the Bidding Certifications and other provisions contained in this Proposal Notice.

Signature

Date

7.9.2025

Signature

Date

Date of Letting: Wednesday, July 9, 2025, 02:00 PM, Engineer's Office, Newton, Iowa

SCHEDULE OF PRICES -- PROPOSAL

Jasper County, Iowa -- Project L-161--73-50

Type of work : HMA Pavement with Full Depth Reclamation

UNIT PRICES AND EXTENDED AMOUNTS MUST BE TYPED OR SHOWN IN INK OR THE BID WILL BE REJECTED

Bidder shall show unit price and extension for each item and total for each division.

Item Number	Description	Units	Quantity	Unit Price	Total
Division 1					
1. 2102 - 2713070	EXCAVATION, CLASS 13, ROADWAY AND BORROW	CY	208.0	22.00	4576.00
2. 2116 - 0000100	FULL DEPTH RECLAMATION	SY	7895.7	6.15	48,558.50
3. 2116 - 0000300	MINERAL STABILIZING AGENT	TON	215.0	235	50,525
4. 2121 - 7425020	GRANULAR SHOULDERS, TYPE B	TON	142,000	45.91	6,519.22
5. 2212 - 0475095	CLEANING AND PREPARATION OF BASE	MILE	0.5	300	150
6. 2213 - 7100400	RELOCATION OF MAIL BOXES	EACH	15	250	3,750
7. 2303 - 0001000	HOT MIX ASPHALT MIXTURE, WEDGE, LEVELING OR STRENGTHENING COURSE	TON	440,000	76	33,440
8. 2303 - 0002380	HOT MIX ASPHALT MIXTURE INTERLAYER BASE COURSE, 3/8 IN. MIX	TON	440,000	79	34,760
9. 2303 - 1043500	HOT MIX ASPHALT HIGH TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	TON	880,000	78.50	69,080
10. 2303 - 1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	TON	26.00	555.50	14,430
11. 2303 - 1258284	ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC	TON	53.00	615	32,595
12. 2303 - 1258346	ASPHALT BINDER, PG 58-34E, EXTREMELY HIGH TRAFFIC	TON	35.00	735	25,725
13. 2303 - 6911000	HOT MIX ASPHALT PAVEMENT SAMPLES	LS	100	2,200	2,200
14. 2417 - 0225024	APRONS, METAL, 24 IN. DIA.	EACH	10	1,250	12,500
15. 2417 - 0225036	APRONS, METAL, 36 IN. DIA.	EACH	2	2,100	4,200
16. 2417 - 1060024	CULVERT, CORRUGATED METAL ROADWAY PIPE, 24 IN. DIA.	LF	348	55	19,140
17. 2417 - 1060036	CULVERT, CORRUGATED METAL ROADWAY PIPE, 36 IN. DIA.	LF	72	120	8,640
18. 2515 - 2475005	DRIVEWAY, P.C. CONCRETE, 5 IN.	SY	256.3	90	23,067
19. 2515 - 6745600	REMOVAL OF PAVED DRIVEWAY	SY	297.5	25	7,437.50
20. 2526 - 8285000	CONSTRUCTION SURVEY	LS	1.00	5000	5000
21. 2528 - 2518000	SAFETY CLOSURE	EACH	3	100	300
22. 2528 - 8445110	TRAFFIC CONTROL	LS	1.00	3,000	3,000
23. 2533 - 4980005	MOBILIZATION	LS	1.00	48,000	48,000
24. 2601 - 2634100	MULCHING	ACRE	1.5	650	975
25. 2601 - 2636043	SEEDING AND FERTILIZING (RURAL)	ACRE	1.5	750	1,125
Total Bid				453,613.28	

TARGETED SMALL BUSINESS (TSB) AFFIRMATIVE ACTION RESPONSIBILITIES ON NON-FEDERAL-AID PROJECTS (THIRD PARTY STATE-ASSISTED PROJECTS) SHALL APPLY. SEE ATTACHED TSB CONTRACT PROVISIONS AND FORM.

The County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2023, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☒ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☒ Yes ☐ No My company has an office to transact business in Iowa.
- ☒ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☒ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☒ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 6 / 1 / 1971 to 7 / 9 / 25 Address: 3816 Hwy S-74 S.
City, State, Zip: Newton, IA 50208

Dates: 6 / 1 / 1957 to 7 / 9 / 25 Address: 1775 Old Lp Rd PO Box 535
City, State, Zip: Brooklyn, IA 52011

Dates: 6 / 1 / 1982 to 7 / 9 / 25 Address: 2120 E 13th St
City, State, Zip: Ames, IA 50010

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:
2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name:

Manatt Inc.

Signature:

Jon Pius

Date:

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

Received after
Bid opening not

Contractor Manatts Inc.
Project # 1-161--73-50
County Jasper
City _____

Page # _____

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			YES/NO	DATES CONTACTED	YES/NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED
Cross roads thaci		7-7-2025	yes	7-7	yes	\$ 5000.00

Total dollar amount proposed to be subcontracted to TSB on this project \$ 5000.00

List items by name to be subcontracted: Survey



BID BOND

SOLICITATION NUMBER: 502825

KNOW ALL PERSONS BY THESE PRESENTS: That we, Manatt's, Inc.

(Company Name)

of

Brooklyn, IA

(City, State)

as principal, and the

Merchants Bonding Company (Mutual)

(Surety)

of

6700 Westown Parkway, West Des Moines, IA 50266

(Address)

as Surety, are held and firmly bound unto the Iowa Department of Transportation and to the State of Iowa, or Municipality as defined in Iowa Code, Section 73A.1 as applicable, hereinafter defined as Obligor, to the percent of the submitted lump sum price shown in the solicitation documents of the specified project, by which payment by said principal and surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the principal is herewith submitting his/her or its sealed solicitation for.

County Jasper

Proposal Guaranty: \$0

Type of Work L-161--73-50 HMA Pavement with Full Depth Reclamation

Solicitation Due Date July 9, 20 25

NOW THEREFORE, if the said solicitation or proposal submitted by said principal be accepted, and the principal be awarded a contract with the Obligor in accordance with the terms of such solicitation, and give such bond as may be specified in the solicitation or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall become null and void or in the event of the failure of the principal to enter such contract and give such bond, the principal shall pay to the Obligor the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

IN WITNESS WHEREOF, the principal and surety have caused these presents to be signed this 9th day of

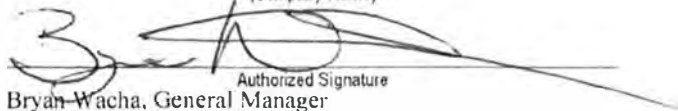
July, 20 25

Manatt's, Inc.

Principal

(Company Name)

By



Authorized Signature

Bryan Wacha, General Manager

1775 Old 6 Road

Brooklyn, IA

Address

Merchants Bonding Company (Mutual)

Surety

By



Authorized Surety Representative

E Marie Burmahl Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Bond #: 502825

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, Individually,

E Marie Burmahl

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of Indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of July 2025



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

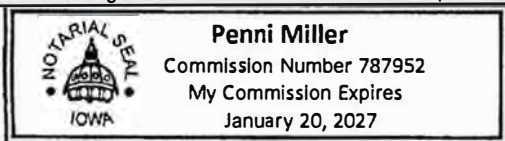
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 9th day of July 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Penni Miller

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER OF ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of July 2025



Elisabeth Sandersfeld

Secretary

Prepared by and Return to: Jasper County Highway Department, 910 N 11th Ave E, Newton, IA 50208
Permanent Easement for Public Highway
Parcel Nos. 0205300011

For the consideration of One Thousand Fourteen and 23/100 ----- (1,014.23)-----DOLLARS and other valuable consideration in hand paid by Jasper County, Iowa, PCW Farmland, LLC, an Iowa limited liability company, does 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 - 2

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 101.00 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 75.00 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 75.00 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 0.11 acres and is subject to an existing Jasper County Highway Easement over the southerly 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.

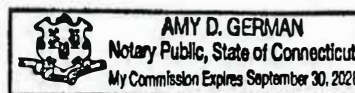
Dated July 8th, 2025 (SIGN IN INK)

D. Ben Benoit
D. Ben Benoit

STATE OF Connecticut, COUNTY OF New London, ss: mystic

On this 8th day of July, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared D. Ben Benoit 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.

Amy D. German (Sign in Ink)
Amy D. German (Print/Type Name)
Notary Public in and for the State



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: PCW Farmland LLC, Nevada, 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 2
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 - 2

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 101.00 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 75.00 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 75.00 feet;
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Said tract contains 0.11 acres and is subject to a Jasper County Highway Easement over the southerly 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 _____

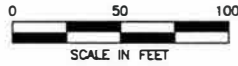
LOWRY LAND SERVICES, L.L.C.

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

PROJ. NO. BRIDGE D05

PAGE 1

RIGHT OF WAY ACQUISITION PLAT - PARCEL 2
PART OF LOT 1, SW 1/4 of the SW 1/4, SEC. 5, T-81N, R-20W,
JASPER COUNTY, IOWA

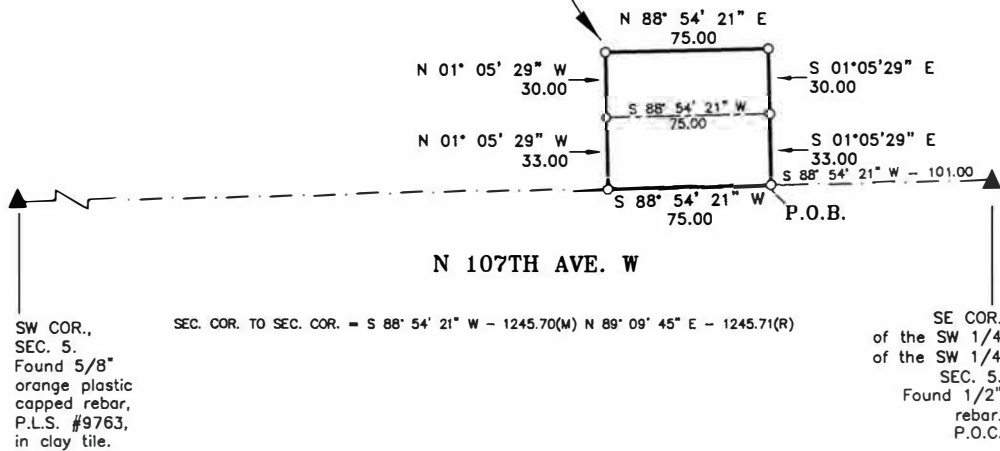


--- Present Jasper Co. Right-of-Way Line

SW 1/4
SW 1/4

Parcel - 2
0.11 Acres
(Hwy. R.O.W. = 0.06 acres)

TRUSTEE SPECIAL
WARRANTY DEED
INST. NO. 2014-01449



AREA OF PARCEL 2

PT. LOT 1 SW 1/4 SW 1/4 SEC. 5	= 0.05 Acres
PLUS PRESENT RIGHT OF WAY	= 0.06 Acres
TOTAL ACREAGE OF RIGHT OF WAY	= 0.11 Acres



INTERNET AUCTION
AGREEMENTpurplewave.com
Straight. Simple. Sold.

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

ANTICIPATED AUCTION DATE(S): _____ TITLE: _____

SELLER INFORMATION: Customer Number: 519331 Segment: Government

Seller Legal Name: Jasper County Company Name: _____

Seller Address: 101 1st St N City: Newton State: IA Zip: 50208

Phone: 641-792-9780 Email: kvanZante@jasperia.org

Representative Name: Keri Van Zante Title: Jasper County Conservation Director

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

SELLER FEES: Seller shall pay a listing fee of \$100 per lot, If applicable, Seller will also pay a service fee(s) of 0 %

Of the winning bid(s). Other: Listing Fee Waived

Internal
Use Only

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OWNERSHIP: - Does the Seller own all of the Property to be sold at Auction? ☒ Yes ☐ No

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

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

If Yes, Please identify the name of the related entity: _____

- Does the Seller owe any money on the Property? Yes ☐ No ☒- Is the Property pledged as collateral or securing a debt or line of credit? Yes ☐ No ☒

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

Lending Institution: _____ Contact: _____ Phone: _____

Lending Institution: _____ Contact: _____ Phone: _____

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

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

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

Seller: _____
Signature Printed Title Date

Auctioneer: _____
Signature Printed Title Date

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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



EXHIBIT 1 PROPERTY LIST

Seller: Jasper County Conservation Customer Number: 519331

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

Description of asset(s)	Additions
Example: Cat D8R dozer	Example: Cat D8R dozer
John Deere Tractor	
John Deere Backhoe	

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

Seller Signature: _____ Date: _____

RECORDER'S QUARTERLY REPORT
Jasper County, Iowa

Item 9
July 15, 2025

TO THE BOARD OF SUPERVISORS OF JASPER COUNTY:

I, Denise Allan, Recorder of the above named county and state do hereby certify that this is a true and correct statement of the fees collected by me in my office for the period of April 1, 2025 through June 30, 2025 and the same have been paid to the county Treasurer.



Denise Allan, Jasper County Recorder

Date: July 2, 2025

Jenna Jennings, Jasper County Auditor

Recording Fees	0001-1-07-8110-400000	41,785.00
Copies	0001-1-07-8110-400070	40.00
Mailing Fees	0001-1-07-8110-425000	238.00
Auditor's Trans	0001-1-07-9010-410000	2,965.00
County Trans Tax	0001-1-07-8110-404000	17,921.53
Overpayments	0001-4-07-0054-822000	121.00
ELSI Co Fees	0001-1-07-8110-403000	3,277.50
Co Boat Title	0001-1-22-6110-412000	300.00
Co Boat Lien	0001-1-07-8110-418000	25.00
Snow Title/Lien	0001-1-07-8110-401100	35.00
ATV/ORV/Title/Lien	0001-1-07-8110-401200	1,005.00
Vital Cert Co	0001-1-07-8110-413000	2,080.00
Co Marriages	0001-1-07-8110-417000	296.00
Int Bank Acct	0001-4-07-0054-600000	35.23
Record Mgmt	0024-1-07-8110-414000	1,806.00
E-Fees	5300-1-77-0500-416000	1,806.00
Laredo Subscription	0001-1-07-8110-405000	375.00
Laredo Copies	0001-1-07-8110-406000	0.00
Monarch Subscription	0001-1-07-8110-407000	0.00
Misc Revenue Fees	0001-1-07-8110-849000	346.40

Total County Fee Collected For:	<u>2nd Quarter 2025</u>	<u>74,457.66</u>
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RECORDER'S MONTHLY REPORT
Jasper County, Iowa

TO THE BOARD OF SUPERVISORS OF JASPER COUNTY:

I, Denise Allan, Recorder of the above named county and state do hereby certify that this is a true and correct statement of the fees collected by me in my office for the period of April 1, 2025 through April 30, 2025 and the same have been paid to the county Treasurer.

Denise Allan, Jasper County Recorder

Date: May 6, 2025

Jenna Jennings, Jasper County Auditor

Recording Fees	0001-1-07-8110-400000	<u>14,425.00</u>
Copies	0001-1-07-8110-400070	<u>0.00</u>
Mailing Fees	0001-1-07-8110-425000	<u>114.00</u>
Auditor's Trans	0001-1-07-9010-410000	<u>1,115.00</u>
County Trans Tax	0001-1-07-8110-404000	<u>5,453.67</u>
Overpayments	0001-4-07-0054-822000	<u>59.00</u>
ELSI Co Fees	0001-1-07-8110-403000	<u>1,407.00</u>
Co Boat Title	0001-1-22-6110-412000	<u>115.00</u>
Co Boat Lien	0001-1-07-8110-418000	<u>10.00</u>
Snow Title/Lien	0001-1-07-8110-401100	<u>20.00</u>
ATV/ORV/Title/Lien	0001-1-07-8110-401200	<u>395.00</u>
Vital Cert Co	0001-1-07-8110-413000	<u>784.00</u>
Co Marriages	0001-1-07-8110-417000	<u>88.00</u>
Int Bank Acct	0001-4-07-0054-600000	<u>9.28</u>
Record Mgmt	0024-1-07-8110-414000	<u>630.00</u>
E-Fees	5300-1-77-0500-416000	<u>630.00</u>
Laredo Subscription	0001-1-07-8110-405000	<u>125.00</u>
Laredo Copies	0001-1-07-8110-406000	<u>0.00</u>
Monarch Subscription	0001-1-07-8110-407000	<u>0.00</u>
Misc Revenue Fees	0001-1-07-8110-849000	<u>346.24</u>

Total County Fee Collected For:	<u>April 2025</u>	<u>25,726.19</u>
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RECORDER'S MONTHLY REPORT

Jasper County, Iowa

TO THE BOARD OF SUPERVISORS OF JASPER COUNTY:

I, Denise Allan, Recorder of the above named county and state do hereby certify that this is a true and correct statement of the fees collected by me in my office for the period of May 1, 2025 through May 31, 2025 and the same have been paid to the county Treasurer.

Denise Allan, Jasper County Recorder

Date: June 4, 2025

Jenna Jennings, Jasper County Auditor

Recording Fees	0001-1-07-8110-400000	12.885.00
Copies	0001-1-07-8110-400070	10.00
Mailing Fees	0001-1-07-8110-425000	68.00
Auditor's Trans	0001-1-07-9010-410000	875.00
County Trans Tax	0001-1-07-8110-404000	4,305.41
Overpayments	0001-4-07-0054-822000	37.00
ELSI Co Fees	0001-1-07-8110-403000	1,018.00
Co Boat Title	0001-1-22-6110-412000	60.00
Co Boat Lien	0001-1-07-8110-418000	0.00
Snow Title/Lien	0001-1-07-8110-401100	5.00
ATV/ORV/Title/Lien	0001-1-07-8110-401200	370.00
Vital Cert Co	0001-1-07-8110-413000	632.00
Co Marriages	0001-1-07-8110-417000	88.00
Int Bank Acct	0001-4-07-0054-600000	9.79
Record Mgmt	0024-1-07-8110-414000	577.00
E-Fees	5300-1-77-0500-416000	577.00
Laredo Subscription	0001-1-07-8110-405000	125.00
Laredo Copies	0001-1-07-8110-406000	0.00
Monarch Subscription	0001-1-07-8110-407000	0.00
Misc Revenue Fees	0001-1-07-8110-849000	0.68

Total County Fee Collected For:

May 2025

21,642.88

RECORDER'S MONTHLY REPORT

Jasper County, Iowa

TO THE BOARD OF SUPERVISORS OF JASPER COUNTY:

I, Denise Allan, Recorder of the above named county and state do hereby certify that this is a true and correct statement of the fees collected by me in my office for the period of June 1, 2025 through June 30, 2025 and the same have been paid to the county Treasurer.

Denise Allan, Jasper County Recorder

Date: July 2, 2025

Jenna Jennings, Jasper County Auditor

Recording Fees	0001-1-07-8110-400000	14,475.00
Copies	0001-1-07-8110-400070	30.00
Mailing Fees	0001-1-07-8110-425000	56.00
Auditor's Trans	0001-1-07-9010-410000	975.00
County Trans Tax	0001-1-07-8110-404000	8,162.45
Overpayments	0001-4-07-0054-822000	25.00
ELSI Co Fees	0001-1-07-8110-403000	852.50
Co Boat Title	0001-1-22-6110-412000	125.00
Co Boat Lien	0001-1-07-8110-418000	15.00
Snow Title/Lien	0001-1-07-8110-401100	10.00
ATV/ORV/Title/Lien	0001-1-07-8110-401200	240.00
Vital Cert Co	0001-1-07-8110-413000	664.00
Co Marriages	0001-1-07-8110-417000	120.00
Int Bank Acct	0001-4-07-0054-600000	16.16
Record Mgmt	0024-1-07-8110-414000	599.00
E-Fees	5300-1-77-0500-416000	599.00
Laredo Subscription	0001-1-07-8110-405000	125.00
Laredo Copies	0001-1-07-8110-406000	0.00
Monarch Subscription	0001-1-07-8110-407000	0.00
Misc Revenue Fees	0001-1-07-8110-849000	- 0.52

Total County Fee Collected For:	<u>June 2025</u>	<u>27,088.59</u>
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QUARTER TOTALS		
Recording Fees	0001-1-07-8110-400000	\$41,785.00
Copies	0001-1-07-8110-400070	\$40.00
Mailing Fees	0001-1-07-8110-425000	\$238.00
Auditor's Trans	0001-1-07-9010-410000	\$2,965.00
Co Trans Tax	0001-1-07-8110-404000	\$17,921.53
Over Payments	0001-4-07-0054-822000	\$121.00
ELSI Co Fees	0001-1-07-8110-403000	\$3,277.50
Co Boat Title	0001-1-22-6110-412000	\$300.00
Co Boat Lien	0001-1-07-8110-418000	\$25.00
Snow Title/Lien	0001-1-07-8110-401100	\$35.00
ATV/ORV Title/Lien	0001-1-07-8110-401200	\$1,005.00
Vital Cert Co	0001-1-07-8110-413000	\$2,080.00
Co Marriages	0001-1-07-8110-417000	\$296.00
Int Bank Acct	0001-4-07-0054-600000	\$35.23
Record Mgmt	0024-1-07-8110-414000	\$1,806.00
E-Fees	5300-1-77-0500-416000	\$1,806.00
Laredo Subscription	0001-1-07-8110-405000	\$375.00
Laredo Copies	0001-1-07-8110-406000	\$0.00
Monarch Subscription	0001-1-07-8110-407000	\$0.00
Misc Revenue Fees	0001-1-07-8110-849000	\$346.40
Total County Fee Collected	2ND QTR 2025	\$74,457.66

MISCELLANEOUS REVENUE FEE LINE ITEM ON RECORDER'S MONTHLY REPORT

Amount

7/1/24 IA Dept of Revenue .13 less than our figure due to rounding	\$0.13
8/1/24 IA Dept of Revenue .10 less than our figure due to rounding	\$0.10
9/1/24 IA Dept of Revenue .10 less than our figure due to rounding	\$0.10
10/1/24 IA Dept of Revenue .11 less than our figure due to rounding, Repayment of NSF CK from customer \$107, Refund from ESS for mtce and support services \$1632.21	\$1,739.32
	\$0.00
11/1/24 IA Dept of Revenue .08 less than our figure due to rounding	\$0.08
12/1/24 IA Dept of Revenue .12 less than our figure due to rounding, wrote ck to replenish petty cash \$100	-\$99.88
1/1/25 IA Dept of Revenue .08 less than our figure due to rounding, \$108.33 Fidar wrote off for Laredo Connect that a customer wasn't using, \$7 for IRS ACH into our cking but not recorded until Feb.	-\$101.25
2/28/25 IA Dept of Revenue .06 less than our figure due to rounding, \$250 Fidar wrote off for Laredo Connect that a customer wasn't using, \$7 for IRS ACH into our cking in Jan but not recorded until Feb, \$29.15 was a debit from AllPaid for a transaction I had to void after it was already paid out	-\$286.09
3/31/25 IA Dept of Revenue .08 less than our figure due to rounding, Bank deposit books ACH from checking	-\$253.44
4/30/25 IA Dept of Revenue .09 less than our figure due to rounding, customer pd cash for nsf ck 317.00 & 29.15	\$346.24
5/31/25 IA Dept of Revenue .05 less than our figure due to rounding, .63 misc amount	\$0.68
6/30/25 IA Dept of Revenue .11 less than our figure due to rounding, -63 cents adj for outstanding deposit last month	-\$0.52
	<u>\$1,345.47</u>

0.0

0.00

0.0

346.24

0.68

0.52

346.40

2nd Qtr
Misc. line

Fund Transaction Summary Report by Account Number

Account Number	Fund Name	Total Fund Amount
-6	PAID CHARGE FUND	480.00
	Subtotal for -6:	480.00
0001-1-07-8110-84900	MISC REVENUE	317.00
	Subtotal for 0001-1-07-8110-84900:	317.00
A-00001-1-07-8110-400000	RECORDING FUND	41,785.00
	Subtotal for A-00001-1-07-8110-400000:	✓41,785.00
B-001-1-07-9010-410000	AUDITOR TRANSFER FEE	2,965.00
	Subtotal for B-001-1-07-9010-410000:	2,965.00 ✓
C-0024-1-07-8110-414000	RECORDS MANAGEMENT	1,806.00
	Subtotal for C-0024-1-07-8110-414000:	1,806.00 ✓
D-5300-1-77-0500-41600	E-COMMERCE FUND	1,806.00
	Subtotal for D-5300-1-77-0500-41600:	1,806.00 ✓
E-0001-1-07-8110-404000	COUNTY TRANSFER TAX	17,921.53
	Subtotal for E-0001-1-07-8110-404000:	17,921.53 ✓
F-STATE TRANSFER TAX	STATE TRANSFER TAX	85,972.87
	Subtotal for F-STATE TRANSFER TAX	85,972.87
G-0001-1-07-8110-41300	DEATH CERT COPIES - COUNTY	1,204.00
	BIRTH CERT COPIES - COUNTY	660.00
	MARRIAGE CERT COPIES - COUNTY	216.00
	Subtotal for G-0001-1-07-8110-41300:	2,080.00 ✓
H-0001-1-07-8110-417000	MARRIAGE LICENSE - COUNTY	296.00
	Subtotal for H-0001-1-07-8110-417000:	296.00 ✓
I-MARRIAGE STATE	MARRIAGE LICENSE - STATE	2,294.00
	MARRIAGE WAIVER - STATE	15.00
	Subtotal for I-MARRIAGE STATE:	2,309.00
I-VITALS STATE		

Fund Transaction Summary Report by Account Number

Account Number	Fund Name	Total Fund Amount
	BIRTH CERT COPIES - STATE	1,815.00
	DEATH CERT COPIES - STATE	3,311.00
	MARRIAGE CERT COPIES - STATE	594.00
	Subtotal for I-VITALS STATE:	5,720.00
K-0001-1-07-8110-403000	WRITING FEE - COUNTY	3,277.50
	Subtotal for K-0001-1-07-8110-403000:	3,277.50 ✓
L-0001-1-07-8110-400070	CERTIFIED COPY FUND	15.00
	COPY FUND	25.00
	Subtotal for L-0001-1-07-8110-400070:	40.00 ✓
M-0001-1-07-8110-418000	BOAT LIEN - COUNTY	25.00
	Subtotal for M-0001-1-07-8110-418000	25.00 ✓
	:	
M-0001-1-22-6110-412000	BOAT TITLE - COUNTY	300.00
	Subtotal for M-0001-1-22-6110-412000:	300.00 ✓
N-0001-1-07-8110-401200	ATV / OHV TITLE - COUNTY	800.00
	Subtotal for N-0001-1-07-8110-401200	800.00 ✓
	:	
N-ATV LIEN - STATE	ATV / OHV LIEN - STATE	205.00
	Subtotal for N-ATV LIEN - STATE:	205.00
N-ATV/OHV LIEN COUNTY	ATV/OHV LIEN - COUNTY	205.00
	Subtotal for N-ATV/OHV LIEN COUNTY:	205.00 ✓
N-ATV/OHV TITLE - STATE	ATV/OHV TITLE - STATE	800.00
	Subtotal for N-ATV/OHV TITLE - STATE:	800.00
O-0001-4-07-0054-82200	OVER PAYMENT FUND	121.00
	Subtotal for O-0001-4-07-0054-82200:	121.00 ✓
P-0001-1-07-8110-425000	RVVRS MAILING FEE	238.00
	Subtotal for P-0001-1-07-8110-425000	238.00 ✓
	:	

Fund Transaction Summary Report by Account Number

Account Number	Fund Name	Total Fund Amount
Q-DOR		
	BOAT TITLE DOR	300.00
	BOAT LIEN DOR	25.00
	Subtotal for Q-DOR:	325.00
R-LOCAL TAX		
	LOCAL TAX	3,749.36
	Subtotal for R-LOCAL TAX:	3,749.36
R-STATE TAX		
	STATE TAX	25,920.66
	Subtotal for R-STATE TAX:	25,920.66
R-USE TAX		
	USE TAX	13,682.05
	Subtotal for R-USE TAX:	13,682.05
T-0001-1-07-8110-401100		
	SNOW TITLE - COUNTY	35.00
	Subtotal for T-0001-1-07-8110-401100:	35.00 ✓
T-RVRS - STATE		
	RVRS - STATE	38,271.85
	Subtotal for T-RVRS - STATE:	38,271.85
T-SNOW TITLE - STATE		
	SNOW TITLE - STATE	35.00
	Subtotal for T-SNOW TITLE - STATE:	35.00
U-DNR ELSI - STATE		
	ELSI - STATE	2,784.00
	Subtotal for U-DNR ELSI - STATE:	2,784.00
V-0001-1-07-8110-405000		
	LAREDO SUBSCRIPTION FUND	375.00
	Subtotal for V-0001-1-07-8110-405000:	375.00 ✓
	Grand Total:	254,647.82

End of Report

Tender Options Summary By Tender Type

Tender Type	Amount
ACH - ILR	116352.20
ACH - IRS	14.00
CHARGE	426.00
CREDIT CARD	33878.14
CREDIT CARD - ONLINE	3114.40
Total for Non-Deposit	153784.74
CASH	16666.05
CHANGE	-1654.93
Total for Cash	15011.12
CHECK	85851.96
Total for Deposit	100863.08
Grand Total	254647.82

**JASPER COUNTY SHERIFF'S
REPORT OF RECEIPTS AND DISBURSEMENTS
For the 4th Quarter Ending**

Item 10
July 15, 2025

FY: 2024-2025
QTR: 4th

June 30, 2025
APR-MAY-JUN

RECEIPTS:

Fees	\$ 35,924.55
Mileage	\$ 11,483.48
Miscellaneous to Treasurer	\$ 218,190.89

Board/Care Prisoners	\$ 196,360.00
Work Release & Prisoner Reimb	\$ 8,309.66
C/W Permits County	\$ 2,460.00
Purchase Permits	\$ 160.00
DARE Trust Fund	\$ -
DARE Reimbursement	\$ -
Miscellaneous	\$ 1,207.56
Sex Offender Registry	\$ 625.00
Prisoner's Phone	\$ 6,041.55
K-9	\$ -
In House Detention	\$ -

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

Overpayment-\$5 or less	\$ 3.63
Donations - Reserve Deputy	\$ -
Inmate Medical Reimbursement	\$ 3,023.49
Motor Vehicle Inspection Fee	\$ -

Miscellaneous Trusts	\$ 118,438.00
C/W Permits to State IDPS	\$ 615.00
Condemnations	\$ -
Sheriff's Sale	\$ 466,696.54
APPLIED RECEIPTS for the Qtr TOTAL	\$ 851,348.46
Voided Checks outside Date Parameter-Redeposited	\$ 238.41
{DEPOSITS FOR THE QTR}	\$ 851,586.87

DISBURSEMENTS:

County Treasurer Receipts	\$ 265,598.92
Clerks of Court	\$ 69,250.39
Garnished Funds (other)	\$ -
C/W Permits to IDPS	\$ 615.00
Miscellaneous Trusts	\$ 4,874.01
Sheriff's Sale	\$ 466,696.54
MT Disbursed	\$ 29,981.03

** DISBURSEMENTS for the QTR TOTAL \$ 837,015.89

Unclaimed fees to Treasurer \$ 238.41


BALANCE ON HAND
BEGINNING OF QUARTER \$ 15,496.59

Total Receipts \$ 851,586.87 *
Total Disbursements \$ 837,015.89 **

BALANCE ON HAND END
OF QUARTER \$ 30,067.57

I, the undersigned, do hereby certify that the report given above is a correct report of fees and expenses charged, and of collections and disbursements by me as Sheriff during the specified period.

Dated this 30th day of June, 2025.


BRAD M. SHOTTS, SHERIFF
Jasper County, Iowa

prepared by


Julie P. Dodds

JASPER COUNTY SHERIFF'S REPORT OF RECEIPTS AND DISBURSEMENTS For the FISCAL YEAR 2024-2025

July 1, 2024 through June 30, 2025 Year End TOTALS

RECEIPTS:

Fees	\$ 122,625.35
Mileage	\$ 36,669.95
Miscellaneous to Treasurer	\$ 689,984.55

Board/Care Prisoners	\$ 553,370.00
Work/Release & Prisoner Reimb	\$ 81,520.63
C/W Permits County	\$ 12,780.00
Purchase Permits	\$ 640.00
DARE Trust Fund	\$ -
DARE Reimbursement	\$ -
Miscellaneous	\$ 7,269.60
Sex Offender Registry	\$ 1,275.00
Prisoner's Phone	\$ 26,192.70
K-9	\$ -
In House Detention	\$ -

Drug Task Force Reimbursement	\$ -
Tobacco Compliance Check	\$ -
Forfeiture Money	\$ -
Concessions/Commissary	\$ -

Overpayment-\$5 or less	\$ 26.29
Donations - Reserve Deputy	\$ -
Inmate Medical Reimbursement	\$ 6,705.31
Motor Vehicle Inspection Fee	\$ 205.02

Miscellaneous Trusts	\$ 394,465.13
C/W Permits to State IDPS	\$ 3,225.00
Condemnations	\$ -
Sheriff's Sale	\$ 1,321,307.65
APPLIED RECEIPTS for the FY TOTAL	\$ 2,568,277.63
Voided Checks outside Date Parameter-Redeposited	\$ 238.41
{DEPOSITS FOR THE FY}	\$ 2,568,516.04

DISBURSEMENTS:

County Treasurer Receipts	\$ 849,279.85
Clerk of Courts	\$ 203,029.28
Garnished Funds (other)	\$ -
C/W Permits to IDPS	\$ 2,500.00
Miscellaneous Trusts	\$ 77,511.16
Sheriff's Sales	\$ 1,321,307.65
MT Disbursed	\$ 92,121.11

DISBURSEMENTS TOTAL \$ 2,545,749.05

Unclaimed fees to Treasurer \$ 238.41

Balance on Hand Beginning of Year \$ 7,300.58

Total Receipts \$ 2,568,516.04

Total Disbursements \$ 2,545,749.05

Balance on Hand Ending of Year \$ 30,067.57

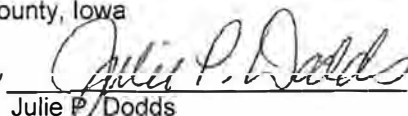
I, the undersigned, do hereby certify that the report given above is a correct report of fees and expenses charged, and of collections and disbursements by me as Sheriff during the specified period.

Dated this 7th day of July, 2025.


BRAD M. SHUTTS, SHERIFF

Jasper County, Iowa

prepared by


Julie P. Dodds

4th Qtr
FY 24-25

JASPER COUNTY SHERIFF

Item 12
July 15, 2025

Treasurer's Report - EMS FUND

04/01/2025 thru 06/30/2025

Credit (Receipt) Details - Includes all Fees not paid to ending date

Item/Service	Account Number	Amount
ALS	0305-1-05-1200-534000	1,316.10
EMS	0305-1-05-1200-539100	4,950.00
Total Due County Treasurer:		6,266.10



BRAD M SHUTTS, SHERIFF

prepared by 

FY 2024-2025

JASPER COUNTY SHERIFF

Item 13
July 15, 2025

Treasurer's Report - EMS FUND

07/01/2024 thru 06/30/2025

Credit (Receipt) Details - Includes all Fees not paid to ending date

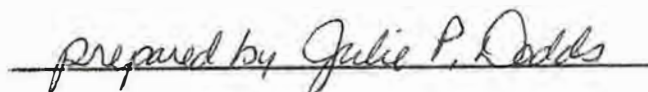
Item/Service	Account Number	Amount
ALS	0305-1-05-1200-534000	2,553.56
EMS	0305-1-05-1200-539100	14,850.00
EMSREIMB	0305-1-05-1200-440000	1,350.00
Total Due County Treasurer:		18,753.56

JASPER COUNTY AUDITOR

2025 JUL -9 AM 9:20

FILED


BRAD M SHUTTS, SHERIFF


prepared by Julie P. Dadds

Resolution _____

STATE OF IOWA }
Jasper County }

TRANSFER ORDER

\$215,000.00

Newton, Iowa, July 15, 2025

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Two hundred fifteen thousand dollars 00/100***

From: 4000- JC Emergency
Management Fund

To: 4001- JC Hazmat
Equipment Reserve Fund

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Director Request

By Order of Board of Supervisors.

NO. 1557

Supervisor

Attest

Auditor/Designee

Resolution _____

STATE OF IOWA }
Jasper County }

TRANSFER ORDER

\$50,734.71

Newton, Iowa, July 15, 2025

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Fifty thousand seven hundred thirty four dollars and 71/100***

From: 0001-General Basic Fund

To: 0004- Ashton/Mariposa Parks
Maintenance Fund

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Director Request

By Order of Board of Supervisors.

Supervisor

NO. 1558

Attest


Auditor/Designee

This transfer includes the total FY 2024-25 camping fees collected.



Jasper County

Detail vs Budget Report

Account Detail

Date Range: 07/01/2024 - 06/30/2025

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
0001 - GENERAL BASIC FUND								
Revenue								
0001-1-22-6110-520000	CAMPING FEES	0.00	-50,000.00	0.00	-50,734.71	-50,734.71	734.71	1.47 %
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	
07/02/2024	CLPKT02765	R00370759		JASPER COUNTY CONSERVATION CAMPIN			-6,069.00	
08/02/2024	CLPKT02787	R00371126		JASPER COUNTY CONSERVATION CAMPIN			-8,358.48	
09/03/2024	CLPKT02808	R00374260		JASPER COUNTY CONSERVATION CAMPIN			-7,532.00	
09/03/2024	CLPKT02808	R00374261		JASPER COUNTY CONSERVATION BOARD			-50.00	
10/09/2024	CLPKT02834	R00389646		JASPER COUNTY CONSERVATION CAMPIN			-5,275.00	
11/07/2024	CLPKT02855	R00390484		JASPER COUNTY CONSERVATION CAMPIN			-4,076.38	
12/06/2024	CLPKT02874	R00391091		JASPER COUNTY CONSERVATION CAMPIN			-596.00	
12/31/2024	CLPKT02889	R00391552		JASPER COUNTY CONSERVATION BOARD			-350.00	
01/03/2025	CLPKT02891	R00391683		JASPER COUNTY CONSERVATION CAMPIN			-548.59	
02/04/2025	CLPKT02914	R00392245		JASPER COUNTY CONSERVATION CAMPIN			-2,136.69	
02/20/2025	CLPKT02925	R00392800		SCA INC BARONY OF COEUR D'ENNUI CA			-300.00	
03/04/2025	CLPKT02933	R00393887		JASPER COUNTY CONSERVATION CAMPIN			-1,575.57	
03/18/2025	CLPKT02943	R00396657		CHICHAQUA FREESKINNERS CAMPING FE			-200.00	
03/26/2025	CLPKT02949	R00404139		VAN HEMERT FAMILY DENTISTRY PC CAM			-200.00	
04/08/2025	CLPKT02958	R00407917		NEWTON MAIN STREET CAMPING FEES C			-200.00	
04/09/2025	CLPKT02959	R00407933		JASPER COUNTY CONSERVATION CAMPIN			-2,383.00	
04/11/2025	CLPKT02961	R00407986		VANDERPOL, DALLAS CAMPING FEES UHL			-150.00	
05/08/2025	CLPKT02979	R00408772		JASPER COUNTY CONSERVATION CAMPIN			-4,051.00	
06/23/2025	CLPKT03010	R00409668		JASPER COUNTY CONSERVATION CAMPIN			-6,683.00	
Revenue Totals:		0.00	-50,000.00	0.00	-50,734.71	-50,734.71	734.71	1.47 %
0001 - GENERAL BASIC FUND Totals:		0.00	-50,000.00	0.00	-50,734.71	-50,734.71	734.71	1.47 %
Report Total:		0.00	-50,000.00	0.00	-50,734.71	-50,734.71	734.71	1.47 %

Account Summary

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
0001 - GENERAL BASIC FUND								
Revenue								
<u>0001-1-22-6110-520000</u>	CAMPING FEES	0.00	-50,000.00	0.00	-50,734.71	-50,734.71	734.71	1.47 %
	Revenue Totals:	0.00	-50,000.00	0.00	-50,734.71	-50,734.71	734.71	1.47 %
	0001 - GENERAL BASIC FUND Totals:	0.00	-50,000.00	0.00	-50,734.71	-50,734.71	734.71	1.47 %
	Report Total:	0.00	-50,000.00	0.00	-50,734.71	-50,734.71	734.71	1.47 %

Resolution _____

STATE OF IOWA }
Jasper County }

TRANSFER ORDER

\$8,477.00

Newton, Iowa, July 15, 2025

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Eight thousand four hundred seventy seven dollars and 00/100***

From: 0001-General Basic Fund

To: 0760- Attorney Collections

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Board Action

By Order of Board of Supervisors.

Supervisor

NO. 1559 _____

Attest

Auditor/Designee

This transfer reflects 4th quarter FY 24-25.

County General Fund receives 28% of all Court Debt Collected. Threshold for Jasper County is \$100,000. Once Jasper County reaches its threshold: General Fund will continue to receive 28% of all Court debt collected. An additional 5% of all Court Debt Collected is designated to the County Attorney Office. This Continues for the remainder of the fiscal year. "Court debt" means all fines, penalties, court costs, fees, forfeited bail, surcharges under chapter 911, victim restitution, court-appointed attorney fees or expenses of a public defender ordered pursuant to section 815.9, or fees charged pursuant to section 356.7 or 904.108.

COLLECTIONS REPORT FISCAL YEAR ENDING JUNE 30, 2025

MONTH	TOTAL COLLECTED	COUNTY SHARE TOTAL	COUNTY SHARE 28%	COA SHARE 5%
July	\$45,814.00	\$12,827.00	\$12,827.00	
August	\$42,384.00	\$11,867.00	\$11,867.00	
September	\$44,313.00	\$13,972.00	\$12,407.00	\$1,565.00
October	\$56,598.00	\$18,711.00	\$15,832.00	\$2,879.00
November		\$17,608.00	\$15,912.00	\$1,696.00
December	\$49,142.00	\$16,661.00	\$13,148.00	\$3,513.00
January	\$67,089.00	\$20,689.00	\$17,554.00	\$3,134.39
February	\$75,715.52	\$23,713.00	\$20,098.00	\$3,615.00
March	\$69,227.00	\$21,749.00	\$18,454.00	\$3,295.00
April	\$58,775.00	\$18,345.00	\$15,565.00	\$2,780.00
May	\$49,528.00	\$15,409.00	\$13,007.00	\$2,402.00
TOTAL	\$558,585.52	\$191,551.00	\$166,671.00	\$24,879.39

8477.

County General Fund receives 28% of all Court Debt collected.

Threshold for Jasper County is \$100,000.

Once Jasper County reaches its threshold:

General fund will continue to receive 28% of all Court debt collected.

An additional 5% of all Court Debt Collected is designated to the County Attorney Office. This continues for the remainder of the fiscal year.

- a. "Court debt" means all fines, penalties, court costs, fees, forfeited bail, surcharges under chapter 911, victim restitution, court-appointed attorney fees or expenses of a public defender ordered pursuant to section 815.9, or fees charged pursuant to section 356.7 or 904.108.

Court Debt for computing the threshold and therefore the amount paid to the County does not include:

Victim Restitution

Surcharges

Criminal penalty surcharge

Law Enforcement Initiative Surcharge

D.A.R.E. surcharge

Sex Offender Civil Penalty

Jail Room and Board—although all that is collected comes back to county.

Tuesday, July 8, 2025, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Cupples, and Nearmyer present and accounted for Chairman Talsma presiding.

Jon Burmeister with PFM presented the bidders that are interested in \$1,895,000* Taxable General Obligation Urban Renewal Capital Loan Notes, Series 2025C. The competitive bidding process closed at 9:30 a.m. There are a total of 6 bidders that were presented:

Colliers Securities LLC
Bernardi Securities, Inc.
Piper Sandler & Co
Robert W. Baird & Co., Inc.
Hilltop Securities
UMB Bank N.A.

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-107, approving the request from the Jasper County Recorder's Office to create the permanent full-time Deputy Recorder position. This position would be replacing the 1 current Recorder Clerk position.

YEA: CUPPLES, NEARMYER, TALSMAS

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-108, a hiring resolution certifying the following appointments to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Recorder's Office	Deputy Recorder	Michelle Hull	\$63,505.00	65% of Recorder's Salary \$97,700	07/12/25

YEA: CUPPLES, NEARMYER, TALSMAS

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 25-109, a hiring resolution certifying the following appointments to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	Deputy Sheriff	Ty Jones	\$30.30	Hire-In Rate per Union Contract	08/04/25

YEA: CUPPLES, NEARMYER, TALSMAS

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

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-110, approving a Jasper County policy for call back time.

YEA: CUPPLES, NEARMYER, TALSMAS

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

Motion by Nearmyer, seconded by Cupples to award the only bid submitted for contract on erosion protection for Bridge D05 to Martin Marietta in the amount of \$20,962.50.

YEA: CUPPLES, NEARMYER, TALSMAS

Engineer, Mike Frietsch presented bids for completing the new PCC pavement and grade project on S. 128th Ave. E. starting 0.3 miles West of T-33 also known as project RC-C050(155)—9A-50.

TK Concrete, Inc	\$221,696.00
Peterson Contractors, Inc	\$233,245.00
Boomerang Corp.	\$247,333.00
Jasper Construction Services	\$255,779.75
Manatt's, Inc.	\$256,417.00
Elder Corporation	\$262,500.00
Absolute Group	\$263,310.00
All Star Concrete, LLC	\$264,500.55

Motion by Nearmyer, seconded by Cupples to award the contract for RC-C050(155)--9A-50 for PCC pavement and grade project on S. 128th Ave. E. starting 0.3 miles West of T-33 to TK Concrete, Inc in the amount of \$221,696.00.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to set a Public Hearing for FY25-26 current budget amendment with a recommended date and time of July 22, 2025, at 9:30 a.m. in the Board of Supervisors Room.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve Board of Supervisors minutes for July 1, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to reappoint Herb Scott and Toni Peska to the Zoning Board of Adjustments effective July 1, 2025, to June 30, 2030.

YEA: CUPPLES, NEARMYER, TALSMA

Jeff McKibben lives outside City limits on the North side of town. His dog was killed by two neighbor dogs on May 8, 2025. They would like to see the two dogs be put down after the attack, so it doesn't happen again. They would like to see the County Ordinances be more in line with the Cities Ordinances and there be tougher lines drawn.

Motion by Nearmyer, seconded by Cupples to recess until 10:30 a.m.

YEA: CUPPLES, NEARMYER, TALSMA

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

YEA: CUPPLES, NEARMYER, TALSMA

Jon Burmeister with PFM presented the final bids for the \$1,895,000* Taxable General Obligation Urban Renewal Capital Loan Notes, Series 2025C. Due to the bond premium from the last Series we were able to reduce the net proceeds down to \$1,715,000.00.

Colliers Securities LLC	4.917977
UMB Bank N.A.	4.937145

Piper Sandler & Co	5.045513
Bernardi Securities, Inc.	5.060615
Hilltop Securities	5.067723
Robert W. Baird & Co., Inc.	5.104638

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-111 directing the sale for \$1,715,000* Taxable General Obligation Urban Renewal Capital Loan Notes, Series 2025C to Colliers Securities LLC

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 adjourn from the regular meeting and enter into a work session.

YEA: CUPPLES, NEARMYER, TALSMA

Dennis Simon drafted a policy for flex time and the expectations that the Board has for salaried employees.

Motion by Cupples, seconded by Nearmyer to adjourn Tuesday, July 8, 2025, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, NEARMYER, TALSMA

Jenna Jennings, Auditor

Brandon Talsma, Chairman