



# BOARD OF SUPERVISORS

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

Denny Stevenson

Doug Cupples

Brandon Talsma

**October 15, 2024**

9:30 a.m.

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

#### Policy Works

- a) Grow Solar Program

### Item 2

#### Meller Insurance & Consulting – Rober Meller

- a) Approval of Health, Dental & Vision Insurance Rates
- b) Elected Official Cafeteria Plan Election Form 1/1/25 – 12/31/25
- c) Employee Cafeteria Plan Election Form 1/1/25 – 12/31/25

### Item 3

#### Sheriff – John Halferty

- a) Approval of the Sheriff's Quarterly Report from July 2024 – September 2024

### Item 4

#### Engineer – Mike Frietsch

- a) Standard Agreement for Professional Services from Allender Butzke Engineers for Geotechnical Investigation for Bridge A08
- b) Standard Agreement for Professional Services from Allender Butzke Engineers for Geotechnical Investigation for Bridge C05
- c) Standard Agreement for Professional Services from Allender Butzke Engineers for Geotechnical Investigation for Bridge H08
- d) Standard Agreement for Professional Services from Allender Butzke Engineers for Geotechnical Investigation for Bridge K15
- e) Standard Agreement for Professional Services from Allender Butzke Engineers for Geotechnical Investigation for Bridge L01
- f) Approval of a Temporary Easement for Parcel ID No. 16.08.300.005 (FLAP Grand Project)
- g) Approval of a Permanent Easement for Parcel ID No. 06.03.200.006 (Bridge F04 Project or BROS-5110(602)—8J-50)
- h) Approval of a Temporary Easement for Parcel ID No. 06.03.200.006 (Bridge F04 Project or BROS-5110(602)—8J-50)
- i) Approval of a Memorandum of Understanding between Jasper County and WJG and KKG Trust for Field Entrance and Associated Culvert Pipe (Bridge F04 Project or BROS-5110(602)—8J-50)
- j) Approval of a Temporary Easement for Parcel ID No. 20.12.100.004 (Bridge T06 Project or BRS-C050(132)—60-50)



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Page 2

- k) Approval of a Permanent Easement for Parcel ID No. 20.12.100.004 (Bridge T06 Project or BRS-C050(132)—60-50
- l) Approval of a Temporary Easement for Parcel ID No. 20.12.300.004 (Bridge T06 Project or BRS-C050(132)—60-50
- m) Approval of a Permanent Easement for Parcel ID No. 20.12.300.004 (Bridge T06 Project or BRS-C050(132)—60-50
- n) Approval of a Memorandum of Understanding Between Jasper County and Mark & Kendra Hay Trust for Driveway Entrances and Associated Culvert Pipes (Bridge T06 Project or BRS-C050(132)—60-50
- o) Resolution of Support for Co-Line Welding RISE Grant Funding
- p) Award Contract to TK Concrete Inc for Highway T-22 PCC Pavement Replace
- q) Resolution Vacating a Portion of Right-of-Way Along Highway T-38 S at S 20<sup>th</sup> Ave E
- r) Approval of a Standard Professional Services Agreement with Snyder & Associates for Initial Design Services with Phase 3 of the F-48 W HMA Resurfacing Project.

**Item 5 Approval of Board of Supervisors Minutes for October 8, 2024**

**Item 6 Board Appointments**

## PUBLIC INPUT & COMMENTS

**After the Regular Meeting  
Work Session**

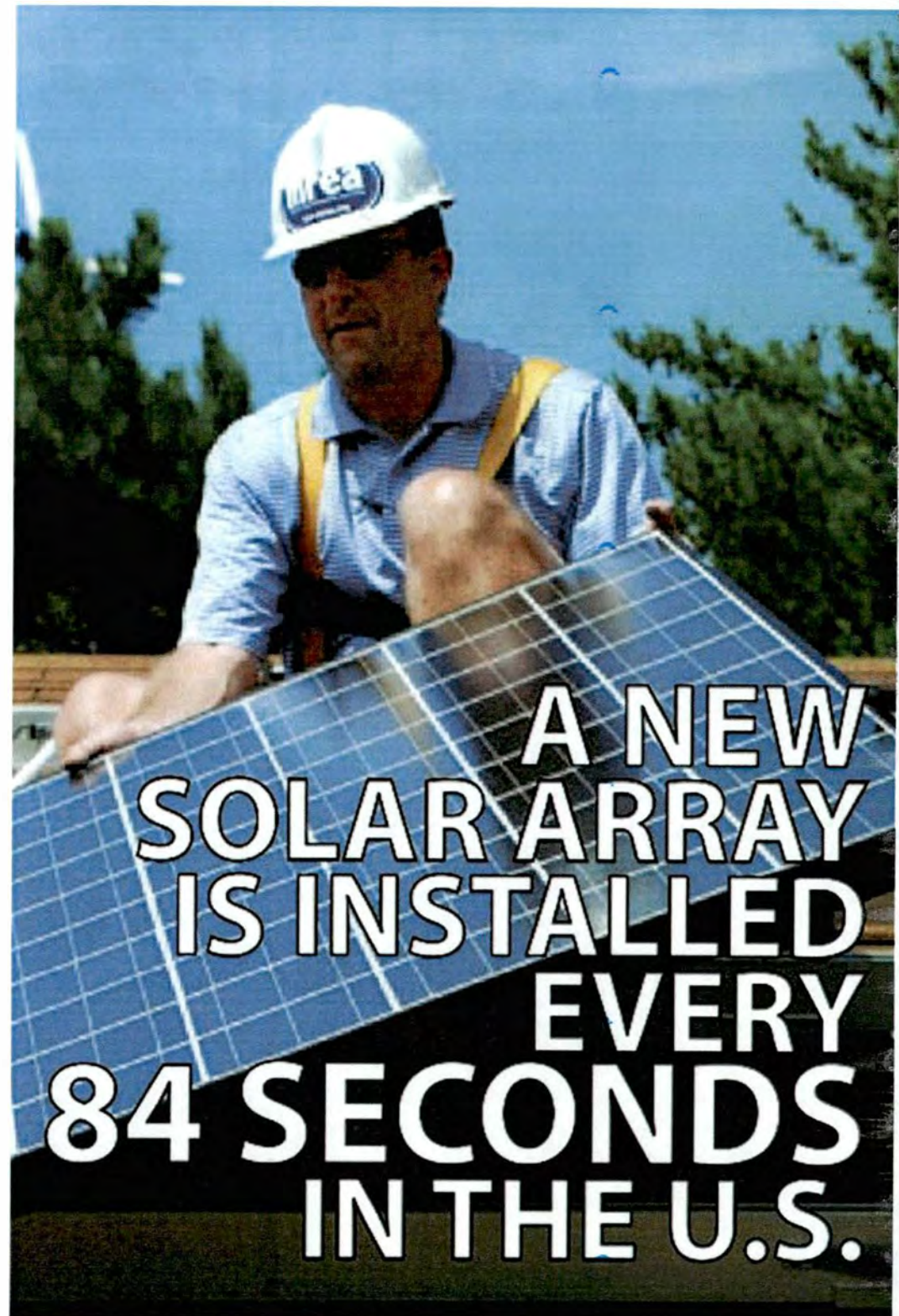


# **GROW SOLAR**

Powering Economic Opportunity for Communities

# Solar in Iowa

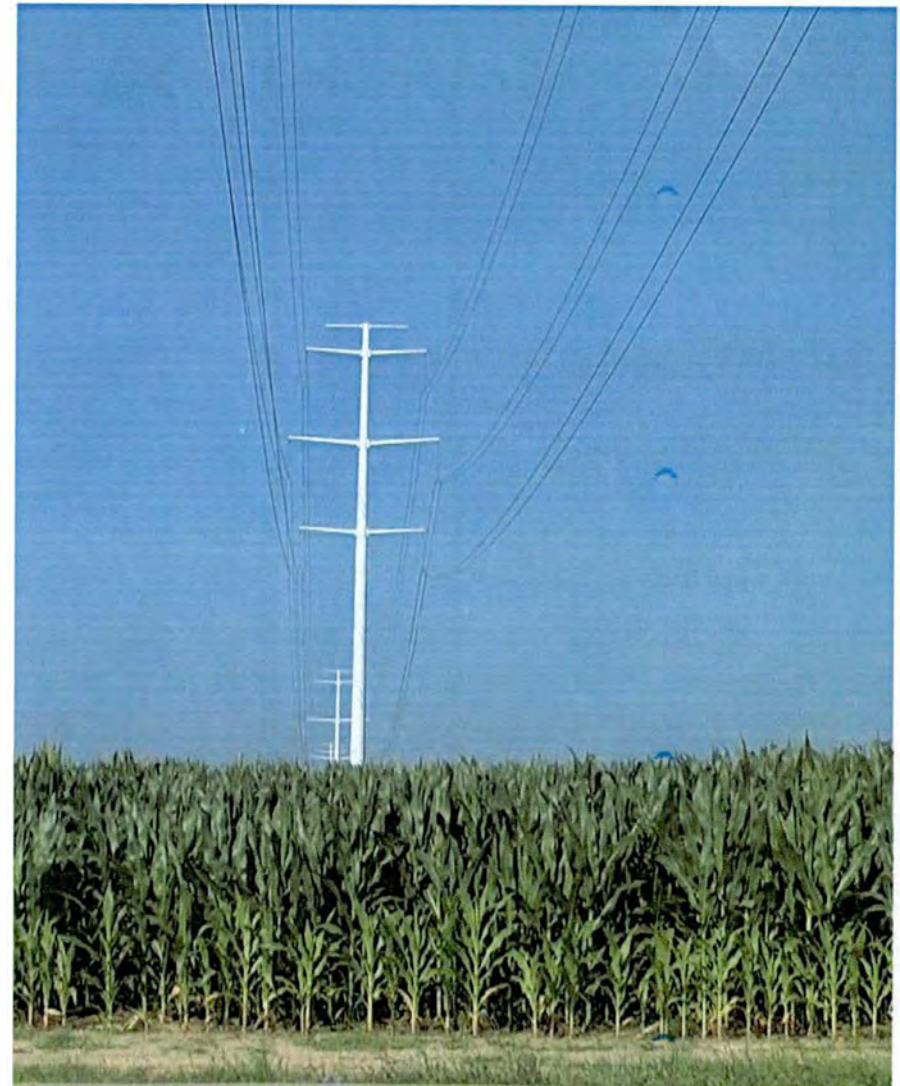
- Iowa's solar industry employs 1,000 Iowans and supports 100 businesses throughout the supply chain.
- Solar benefits both urban AND rural Iowa with projects in all 99 counties.
- Solar has spurred more than \$337 million in capital investment in Iowa, increasing property values and adding to the tax base.
- Prices have fallen 32% over last 5 years, making it an affordable way for farmers, small businesses and homeowners to harness the power of the sun to control energy costs.
- Zillow reports homes with solar sell for 4.1% more on average than comparable homes without solar.





# Locally-Generated Energy Provides Value to Grid

- Solar adds low-cost energy to the grid when it's most expensive, in the hottest days and times of year, keeping costs in check for everyone.
- Solar energy can help reduce peak demand charges.
- Solar can keep power steady and strong at the end of rural lines where customers may otherwise be hit with flickering lights and early equipment failure.
- Well-placed solar can help utilities avoid upgrades to lines and transformers, reducing the overall cost of delivering electricity for everyone.





# What is a Grow Solar Program?

A program where homeowners & businesses come together as a community to purchase and install solar at reduced prices.

Solar group buys help individuals overcome the financial and logistical barriers of installing solar by:

1. Providing an educational venue to inform individuals about solar energy and what to consider when making an investment in the technology
2. Creating an opportunity for those interested in solar to participate in a volume discount through a group purchasing program

## Photo Description

Event photos and solar installation from Solarize Cedar Rapids and Linn County

# Case Study:



**GROW SOLAR**

POLK COUNTY



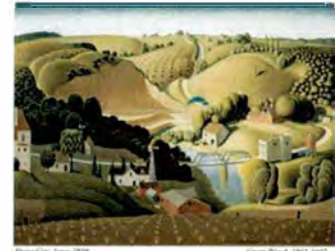


# GROW SOLAR

POLK COUNTY



1000 Friends of Iowa



Citizens United for Responsible Land Use





# Success by the Numbers:

1. **585 kW** of solar energy signed up through program!
2. **52** Property owners added solar
3. **360** people attended the free Solar Power Hours.
4. **\$1.6+ million of private investment added to the local economy.**
5. **15+ local media new stories, radio hits, and/or television spots highlighting the program**





# Why Jasper & Poweshiek Counties?



## Innovative Leadership

An innovative way for the county to meet sustainability goals

A no-cost program for your community



## Economic Development

Empower your homeowners and businesses to make their own energy decisions (and at a lower cost)

Another tool in the economic toolbox to attract business by demonstrating commitment and access to renewable energy



## Local Enthusiasm

Generate local enthusiasm through heavily promoted solar Power Hours



### **Ways for a community to get involved:**

1. Use of logo and communication channels to-market the program
2. Option to have participant(s) on the Advisory Team
3. Use of facilities to host community events
4. Review and potential streamlining of solar system installation permitting process
5. Consideration of solar projects for facilities
6. Sharing of success of Grow Solar with others



The Nature  
Conservancy



nature.org

Thank you

Contact: Patrick Snell | email: [patrick.snell@tnc.org](mailto:patrick.snell@tnc.org)

Jessica Maldonado: [jessica.maldonado@policyworksllc.com](mailto:jessica.maldonado@policyworksllc.com)



Account Number: 1058604

Anniversary Date: January 1, 2025

Renewal rates  
Effective January 1, 2025

Group term life - rates are expressed as per \$1,000

ALL MEMBERS, CLOSED CLASS RANDY FREESE				
Volume Lives	Current rate	Current monthly premium	Renewal rate	Renewal monthly premium
\$5,120,000 170	\$0.238	\$1,218.56	\$0.238	\$1,218.56
Renewal rates are guaranteed through December 31, 2025.				
Your rates aren't changing.				

Accidental Death & Dismemberment - rates are expressed as per \$1,000

Active members only				
Volume Lives	Current rate	Current monthly premium	Renewal rate	Renewal monthly premium
\$5,120,000 170	\$0.031	\$158.72	\$0.031	\$158.72
Renewal rates are guaranteed through December 31, 2025.				
Your rates aren't changing.				

Group voluntary term life – rates are expressed as per \$1,000

ALL MEMBERS					
Age range	Current rate	Renewal rate	Volume Lives	Current monthly premium	Renewal monthly premium
<b>Employee</b>					
0 - 29	\$0.087	\$0.087			
30 - 34	\$0.096	\$0.096			
35 - 39	\$0.144	\$0.144			
40 - 44	\$0.233	\$0.233			
45 - 49	\$0.359	\$0.359			
50 - 54	\$0.585	\$0.585			
55 - 59	\$0.919	\$0.919			
60 - 64	\$1.276	\$1.276			
65 - 69	\$2.355	\$2.355			
70 & over	\$3.877	\$3.877			
<b>Total</b>			\$5,210,000 66	\$1,682.63	\$1,682.63
Renewal rates are guaranteed through December 31, 2025.					
Your rates aren't changing.					

Account Number: 1058604

Anniversary Date: January 1, 2025

Spouse					
0 - 29	\$0.087	\$0.087			
30 - 34	\$0.096	\$0.096			
35 - 39	\$0.144	\$0.144			
40 - 44	\$0.233	\$0.233			
45 - 49	\$0.359	\$0.359			
50 - 54	\$0.585	\$0.585			
55 - 59	\$0.919	\$0.919			
60 - 64	\$1.276	\$1.276			
65 - 69	\$2.355	\$2.355			
70 & over	\$3.877	\$3.877			
<b>Total</b>			\$1,055,000 35	\$509.89	\$509.89

Renewal rates are guaranteed through December 31, 2025.

Your rates aren't changing.

Voluntary term Accidental Death & Dismemberment - rates are expressed as per \$1,000

Active employee & spouse members only				
Volume	Current rate	Current monthly premium	Renewal rate	Renewal monthly premium
\$6,265,000	\$0.031	\$194.22	\$0.031	\$194.22

Renewal rates are guaranteed through December 31, 2025.

Your rates aren't changing.

Voluntary term child insurance - rates are expressed as per family per month

Eligible Members					
Amount of coverage	Lives	Current rate	Current monthly premium	Renewal rate	Renewal monthly premium
\$10,000	10	\$2.00	\$20.00	\$2.00	\$20.00
\$20,000	4	\$4.00	\$16.00	\$4.00	\$16.00
\$5,000	1	\$1.00	\$1.00	\$1.00	\$1.00
\$15,000	1	\$3.00	\$3.00	\$3.00	\$3.00
\$25,000	19	\$5.00	\$95.00	\$5.00	\$95.00
<b>Total</b>			<b>\$135.00</b>		<b>\$135.00</b>

Renewal rates are guaranteed through December 31, 2025.

Your rates aren't changing.

Account Number: 1058604

Anniversary Date: January 1, 2025

Long term disability

ALL MEMBERS				
Rates are expressed as a percent of covered monthly earnings				
Covered monthly earnings/Lives	Current rate	Current monthly premium	Renewal rate	Renewal monthly premium
\$935,816 / 170	0.59%	\$5,521.31	0.59%	\$5,521.31
Renewal rates are guaranteed through December 31, 2025.				
Your rates aren't changing.				

Vision

ALL MEMBERS					
	Lives	Current rates	Renewal rates	Current monthly premium	Renewal monthly premium
Employee	64	\$7.20	\$7.20	\$460.80	\$460.80
Employee & spouse	114	\$20.50	\$20.50	\$2,337.00	\$2,337.00
Employee & child(ren)	0	\$20.50	\$20.50	\$.00	\$.00
Family	0	\$20.50	\$20.50	\$.00	\$.00
<b>Total</b>				<b>\$2,797.80</b>	<b>\$2,797.80</b>
Renewal rates are guaranteed through December 31, 2025.					
Your rates aren't changing.					



Principal Life Insurance Company  
 Des Moines, Iowa 50392  
 ©2017-2020 Principal Financial Services, Inc.

## 2025 JASPER COUNTY CAFETERIA PLAN ELECTION FORM (Elected Officials & Deputies)

<b>Employee Information</b>			
Your Name (last, first, middle initial)	Social Security Number/ID number		
Address (street)	City	State	ZIP code
Please Mark Box If New Address			
<input type="checkbox"/>	Date of Birth ____/____/____		

For the 9/1/23 to 8/31/24 paid claims period, net paid claims were 2.7% greater than the prior claims period which translates to a 3.15% renewal increase. There are many components to the renewal calculation, including Wellmark re-adjusting the base cost differences between all their plans, which means our traditional plan will have a 2.93% and the HDHP 3.27% increases. Jasper County utilization in comparison to Wellmark’s overall large group business is 23.9% below their benchmark. Outstanding!

The IRS has again made an inflationary adjustment to the HDHP family minimum out-of-pocket from \$3,200 to \$3,300 (For embedded plans). However, the second family member will only have a \$2,300 out-of-pocket maximum so that the total family out-of-pocket will remain at \$5,600. Jasper County is introducing a third medical plan which will be a \$2,800/\$5,600 HDHP (Non-embedded) which will be fairer and more attractive to single coverage employees.

There are no rate changes to the Principal Vision and Voluntary Term Life rates. Delta Dental is increasing rates 3.5% and after a 3% increase the prior year, Jasper County will be terminating the Delta Dental coverage and implementing Blue Dental. The new dental rates will remain unchanged from the current rates. Preventative services will not count toward the annual plan maximum. The Blue Dental “Carry-over” does differ from the Delta Dental “To-Go” provision. Employees are encouraged to make 1 of the enrollment meetings to learn more about any changes.

Again, the Principal is offering a re-opening for the Voluntary Term Life for up to 2 units each per employee, spouse, and child(ren) without completion of a statement of health. This includes all current and future first-time enrollees. Spouse and child(ren) life coverage amounts cannot exceed the employee coverage amount.

***The County’s medical plan contribution for plan #3 coverage will be 90% of the monthly rates. Employees will contribute 10% for single and family coverage. The County monthly contribution will be \$843.66 for single contracts and \$1,884.16 for family coverage.***

Open enrollment for completing paperwork will begin October 28 with forms to be returned by November 8. **The Federal ERISA and IRC Section 125 codes require employees to annually designate their plan choice and either elect or waive participation in the pre-tax and/or flexible spending account.**

Some items to remember: A Flexible Spending Account (IRC 125) election can only be changed during the year for a qualifying event (e.g. Birth, Death, Divorce, and Marriage). The Principal Vision plan does not have a calendar deductible or co-insurance and therefore benefits are based upon the last date-of-service. If a member terminates the dental plan and later wishes to re-enroll, they will be subject to 1 and 2-year deferred benefits for Basic and Major Services. Dependent children will have a 3-year deferred benefit for Orthodontics.

The following outline provides the Single and Family elections and the associated monthly costs:

**#3.) Wellmark - BluePOS \$500**

\$770.74 Single or  \$1,926.84 Family



**#4.) Wellmark - BluePOS \$3300/\$5600 HDHP (Embedded)**

\$624.94 Single or  \$1,562.36 Family

**#5.) Wellmark – BluePOS \$2800/\$5600 HDHP (Non-embedded)**

\$624.94 Single or  \$1,562.36 Family

**#6.) Blue Dental of IA – Dental Coverage**

\$40.14 Single or  \$81.28 Dependent cost

**#7.) Principal Life Company – Vision Coverage**

\$7.20 Single or  \$13.30 Dependent cost

**#8.) I Elect to Direct the Balance of County Flex Dollars \$\_\_\_\_\_ per month  
Into my Section 125 Healthcare Expense Account, or**

**I Elect to Direct the Balance of County Flex \$\_\_\_\_\_ per month  
Into my Section 125 Dependent Care Reimbursement Account,  
or  
Health Savings Account (HSA) \$\_\_\_\_\_ per month**

**(EMPLOYEE MONEY)**

**#9.) I Elect to Direct from my wages \$\_\_\_\_\_ per month  
to my Section 125 Healthcare Expense Account or**

**I Elect to Direct from my wages \$\_\_\_\_\_ per month  
to my Section 125 Dependent Care Reimbursement Account  
and/or  
Health Savings Account (HSA) \$\_\_\_\_\_ per month**

**I decline to participate in our FSA.**

You have the option to use IRC Section 125 (Flex I) to fund any payroll deduction. The pre-tax savings is approximately 27.65% (15% Federal, 5% State and 7.65% FICA).

I authorize my future compensation to be reduced by the amount exceeding the employer contribution. This amount will be on my behalf to the county Section 125 Premium Only Plan. I understand this reduces my wages for Social Security purposes, and may reduce my Social Security disability and retirement benefits. I also understand that once I made this election, I can only change it during the election period prior to the next plan year, or if there has been a qualifying change in my family's status, employment or group health care coverage as determined by IRS regulations. **NOTE:** Changes in election allowed due to a qualifying change in family status must be made no later than 30 days after the date of the qualifying change in status.

I understand the deadline to return this form is November 8, 2024.

Signed: \_\_\_\_\_

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

## 2025 JASPER COUNTY CAFETERIA PLAN ELECTION FORM (AFSCME, PPME, & NON-BARGAINING)

<b>Employee Information</b>			
Your Name (last, first, middle initial)	Social Security Number/ID number		
Address (street)	City	State	ZIP code
Please Mark Box If New Address		Date of Birth ____/____/____	
<input type="checkbox"/>			

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**or**

**I Elect to Direct the Balance of County Flex \$\_\_\_\_\_ per month  
Into my Section 125 Dependent Care Reimbursement Account,**

**or**

**Health Savings Account (HSA) \$\_\_\_\_\_ per month**

**(EMPLOYEE MONEY)**

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to my Section 125 Healthcare Expense Account**

**or**

**I Elect to Direct from my wages \$\_\_\_\_\_ per month  
to my Section 125 Dependent Care Reimbursement Account**

**and/or**

**Health Savings Account (HSA) \$\_\_\_\_\_ per month**

**I decline to participate in our FSA.**

You have the option to use IRC Section 125 (Flex I) to fund any payroll deduction. The pre-tax savings is approximately 27.65% (15% Federal, 5% State and 7.65% FICA).

I authorize my future compensation to be reduced by the amount exceeding the employer contribution. This amount will be on my behalf to the county Section 125 Premium Only Plan. I understand this reduces my wages for Social Security purposes and may reduce my Social Security disability and retirement benefits. I also understand that once I made this election, I can only change it during the election period prior to the next plan year, or if there has been a qualifying change in my family's status, employment or group health care coverage as determined by IRS regulations. **NOTE:** Changes in election allowed due to a qualifying change in family status must be made no later than 30 days after the date of the qualifying change in status.

I understand the deadline to return this form is November 8, 2024.

Signed: \_\_\_\_\_

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



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

Item 3  
October 15, 2024

**FY: 2024-2025  
QTR: 1st**

September 30, 2024  
**JUL-AUG-SEP**

**RECEIPTS:**

Fees	\$ 30,670.95
Mileage	\$ 9,126.48
Miscellaneous to Treasurer	\$ 144,322.58

Board/Care Prisoners	\$ 127,810.00
Work Release & Prisoner Reimb	\$ 5,448.55
C/W Permits County	\$ 2,220.00
Purchase Permits	\$ 160.00
DARE Trust Fund	\$ -
DARE Reimbursement	\$ -
Miscellaneous	\$ 613.35
Sex Offender Registry	\$ 425.00
Prisoner's Phone	\$ 6,534.52
K-9	\$ -
In House Detention	\$ -
Drug Task Force Reimbursement	\$ -
Tobacco Compliance Checks	\$ -
Forfeiture Money	\$ -
Concessions/Comm	\$ -
Overpayment-\$5 or less	\$ 6.84
Donations - Reserve Deputy	\$ -
Inmate Medical Reimbursement	\$ 1,104.32
Motor Vehicle Inspection Fee	\$ -

Miscellaneous Trusts	\$ 99,509.85
C/W Permits to State IDPS	\$ 555.00
Condemnations	\$ -
Sheriff's Sale	\$ 417,606.54
<b>APPLIED RECEIPTS for the Qtr TOTAL</b>	<b>\$ 701,791.40</b>
	\$ -
<b>{DEPOSITS FOR THE QTR}</b>	<b>\$ 701,791.40</b>

<b>BALANCE ON HAND BEGINNING OF QUARTER</b>	\$ 7,300.58
<b>Total Receipts</b>	\$ 701,791.40
<b>Total Disbursements</b>	\$ 708,682.94
<b>BALANCE ON HAND END OF QUARTER</b>	\$ 409.04

**DISBURSEMENTS:**

County Treasurer Receipts	\$ 184,120.01
Clerks of Court	\$ 52,500.00
Garnished Funds (other)	\$ -
C/W Permits to IDPS	\$ 370.00
Miscellaneous Trusts	\$ 40,326.99
Sheriff's Sale	\$ 417,606.54
MT Disbursed	\$ 13,759.40

**\*\* DISBURSEMENTS for the QTR TOTAL \$ 708,682.94**

JASPER COUNTY AUDITOR  
OCT - 9 AM 9:40  
FILED

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 30<sup>th</sup> day of September, 2024.

  
\_\_\_\_\_  
JOHN R. HALFERTY, Sheriff  
Jasper County, Iowa

prepared by Julie P. Dadds



# ALLENDER BUTZKE ENGINEERS INC.

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION Q. C.



## STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

**PROJECT NAME:** Bridge A08 Replacement **PN:** 241355

**PROJECT ADDRESS:** N. 99<sup>th</sup> Ave. E.  
Section 8, Hickory Grove Township, Jasper County, Iowa

**CLIENT:** Jasper County Engineer Attn: Rick Elliott, Survey Design Specialist

**ADDRESS:** 910 N 11<sup>th</sup> Avenue  
Newton, IA 50208

**SCOPE:** Geotechnical Exploration - Mobilization with truck mounted drilling equipment, boring locations, utility locations (Iowa One Call), drill 2 borings 70 +/- feet deep with blow counts in both abutment borings, laboratory testing, LRFD soil design parameters for driven pile, typed boring logs, and written report.


**COMPENSATION TERMS:** Total cost for the above scope of services will be \$7,600.00. Consultation subsequent to completion of report invoiced at current engineering rates. We assume the county will temporarily close the road and/or provide traffic control during drilling operations, the costs of which is not included in the above fee.

**REMARKS:** Field exploration could be scheduled to be conducted within one to two weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one week later with the written report. ABE will contact only Iowa One Call for public utility locates.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

ACCEPTED FOR CLIENT

By:   
David Logemann, P.E.

Title: Senior Principal Engineer

Date: October 7, 2024

By: \_\_\_\_\_  
 Printed Name

Title: \_\_\_\_\_

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

**PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!**

## GENERAL CONDITIONS

PN 241355

**1. PARTIES AND SCOPE OF WORK:** Allender Butzke Engineers (hereinafter referred to as "ABE") shall perform the work as set forth in ABE's proposal, the client's acceptance thereof if accepted by ABE and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by ABE. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of ABE's work. ABE shall have no duty or obligation to any third party greater than that set forth in ABE's proposal, client's acceptance thereof and these General Conditions. ABE may issue a third party reliance letter to a party the client identifies in writing provided ABE solely determines that the report is still reliable and that the third party, its successors, assigns, and agents agree in writing to these General Conditions and agree to pay ABE the greater of either 10 percent of the contract amount or \$250.00 for issuing the reliance letter. The ordering of work from ABE shall constitute acceptance of the terms of ABE's proposal and these General Conditions.

**2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by ABE or others to be timely and properly performed in accordance with the plans, specifications and contract documents and ABE's recommendations. No claims for loss, damage or injury shall be brought against ABE by client or any third party unless all tests and inspections have been so performed and unless ABE's recommendations have been followed. Client agrees to indemnify, defend and hold ABE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or ABE's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of ABE, its officers, agents or employees, subject to the limitation contained in paragraph 9.

**3. SCHEDULING OF WORK:** The services set forth in ABE's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by ABE personnel at the prices quoted. If ABE is required to delay commencement of the work or if, upon embarking upon its work, ABE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of ABE, additional charges will be applicable and payable by client.

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**5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that he has advised ABE of any known or suspected hazardous materials, utility lines and pollutants at any site at which ABE is to do work hereunder, and unless ABE has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save ABE harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to ABE's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to ABE by client.

**6. RESPONSIBILITY:** ABE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. ABE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. ABE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. ABE has no right or duty to stop the contractor's work.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of ABE's report.

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thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay ABE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. ABE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein ABE waives any rights to a mechanics' lien, or any provision conditioning ABE's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that ABE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of ABE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

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**10. LIMITATION OF LIABILITY:** SHOULD ABE OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ABE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF ABE, ITS OFFICERS, EMPLOYEES, AND AGENTS SHALL BE LIMITED TO \$ 20,000.

**11. INDEMNITY:** Subject to the foregoing limitations, ABE agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of ABE's negligence to the extent of ABE's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against ABE, the party initiating such action shall pay to ABE the costs and expenses incurred by ABE to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that ABE shall prevail in such suit.

**12. TERMINATION:** This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, ABE shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place ABE's files in order and/or protect its professional reputation.

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**15. PROVISIONS SEVERABLE:** In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

**16. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



# ALLENDER BUTZKE ENGINEERS INC.

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION Q. C.



## STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

**PROJECT NAME:** Bridge C05 Replacement **PN:** 241356  
**PROJECT ADDRESS:** N. 115<sup>th</sup> Ave. W.  
Section 4, Malaka Township, Jasper County, Iowa  
**CLIENT:** Jasper County Engineer Attn: Rick Elliott, Survey Design Specialist  
**ADDRESS:** 910 N 11<sup>th</sup> Avenue  
Newton, IA 50208

**SCOPE:** Geotechnical Exploration - Mobilization with truck mounted drilling equipment, boring locations, utility locations (Iowa One Call), drill 2 borings 70 +/- feet deep with blow counts in both abutment borings, laboratory testing, LRFD soil design parameters for driven pile, typed boring logs, and written report.


**COMPENSATION TERMS:** Total cost for the above scope of services will be \$7,600.00. Consultation subsequent to completion of report invoiced at current engineering rates. We assume the county will temporarily close the road and/or provide traffic control during drilling operations, the costs of which is not included in the above fee.

**REMARKS:** Field exploration could be scheduled to be conducted within one to two weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one week later with the written report. ABE will contact only Iowa One Call for public utility locates.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

ACCEPTED FOR CLIENT

By:   
David Logemann, P.E.  
Title: Senior Principal Engineer  
Date: October 7, 2024

By: \_\_\_\_\_  
Printed Name  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!**

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# ALLENDER BUTZKE ENGINEERS INC.



GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION Q. C.

## STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

**PROJECT NAME:** Bridge H08 Replacement **PN:** 241357  
**PROJECT ADDRESS:** N. 35<sup>th</sup> Ave. W.  
Section 17, Newton Township, Jasper County, Iowa  
**CLIENT:** Jasper County Engineer      Attn: Rick Elliott, Survey Design Specialist  
**ADDRESS:** 910 N 11<sup>th</sup> Avenue  
Newton, IA 50208

**SCOPE:** Geotechnical Exploration - Mobilization with truck mounted drilling equipment, boring locations, utility locations (Iowa One Call), drill 2 borings 70 +/- feet deep with blow counts in both abutment borings, laboratory testing, LRFD soil design parameters for driven pile, typed boring logs, and written report.

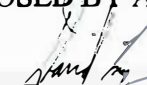
**COMPENSATION TERMS:** Total cost for the above scope of services will be \$7,600.00. Consultation subsequent to completion of report invoiced at current engineering rates. We assume the county will temporarily close the road and/or provide traffic control during drilling operations, the costs of which is not included in the above fee.

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PROPOSED BY ABE INC.

ACCEPTED FOR CLIENT

By:   
David Logemann, P.E.

By: \_\_\_\_\_  
Printed Name

Title: Senior Principal Engineer

Title: \_\_\_\_\_

Date: October 7, 2024

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

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## GENERAL CONDITIONS

PN 241357

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# ALLENDER BUTZKE ENGINEERS INC.

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION Q. C.



## STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

**PROJECT NAME:** Bridge K15 Replacement **PN:** 241358  
**PROJECT ADDRESS:** S. 36<sup>th</sup> Ave. E.  
Section 12, Richland Township, Jasper County, Iowa  
**CLIENT:** Jasper County Engineer Attn: Rick Elliott, Survey Design Specialist  
**ADDRESS:** 910 N 11<sup>th</sup> Avenue  
Newton, IA 50208

**SCOPE:** Geotechnical Exploration - Mobilization with truck mounted drilling equipment, boring locations, utility locations (Iowa One Call), drill 2 borings 40 +/- feet deep with blow counts in both abutment borings, laboratory testing, LRFD soil design parameters for driven pile, typed boring logs, and written report.

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ACCEPTED FOR CLIENT

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By: \_\_\_\_\_  
Printed Name

Title: Senior Principal Engineer

Title: \_\_\_\_\_

Date: October 7, 2024

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

**PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!**

## GENERAL CONDITIONS

PN 241358

**1. PARTIES AND SCOPE OF WORK:** Allender Butzke Engineers (hereinafter referred to as "ABE") shall perform the work as set forth in ABE's proposal, the client's acceptance thereof if accepted by ABE and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by ABE. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of ABE's work. ABE shall have no duty or obligation to any third party greater than that set forth in ABE's proposal, client's acceptance thereof and these General Conditions. ABE may issue a third party reliance letter to a party the client identifies in writing provided ABE solely determines that the report is still reliable and that the third party, its successors, assigns, and agents agree in writing to these General Conditions and agree to pay ABE the greater of either 10 percent of the contract amount or \$250.00 for issuing the reliance letter. The ordering of work from ABE shall constitute acceptance of the terms of ABE's proposal and these General Conditions.

**2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by ABE or others to be timely and properly performed in accordance with the plans, specifications and contract documents and ABE's recommendations. No claims for loss, damage or injury shall be brought against ABE by client or any third party unless all tests and inspections have been so performed and unless ABE's recommendations have been followed. Client agrees to indemnify, defend and hold ABE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or ABE's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of ABE, its officers, agents or employees, subject to the limitation contained in paragraph 9.

**3. SCHEDULING OF WORK:** The services set forth in ABE's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by ABE personnel at the prices quoted. If ABE is required to delay commencement of the work or if, upon embarking upon its work, ABE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of ABE, additional charges will be applicable and payable by client.

**4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for ABE to perform the work. ABE shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, ABE has not included in its fee the cost of restoration of damage which may occur. If client desires or requires ABE to restore the site to its former condition, upon written request ABE will perform such additional work as is necessary to do so and client agrees to pay ABE the cost thereof.

**5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that he has advised ABE of any known or suspected hazardous materials, utility lines and pollutants at any site at which ABE is to do work hereunder, and unless ABE has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save ABE harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to ABE's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to ABE by client.

**6. RESPONSIBILITY:** ABE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. ABE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. ABE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. ABE has no right or duty to stop the contractor's work.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of ABE's report.

**8. PAYMENT:** Client shall be invoiced as work is completed and reported, either periodically or at end of project. Client agrees to pay each invoice within

thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay ABE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. ABE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein ABE waives any rights to a mechanics' lien, or any provision conditioning ABE's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that ABE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of ABE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

**9. STANDARD OF CARE:** ABE'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, ABE WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. STATEMENTS MADE IN ABE REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

**10. LIMITATION OF LIABILITY:** SHOULD ABE OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ABE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF ABE, ITS OFFICERS, EMPLOYEES, AND AGENTS SHALL BE LIMITED TO \$ 20,000.

**11. INDEMNITY:** Subject to the foregoing limitations, ABE agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of ABE's negligence to the extent of ABE's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against ABE, the party initiating such action shall pay to ABE the costs and expenses incurred by ABE to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that ABE shall prevail in such suit.

**12. TERMINATION:** This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, ABE shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place ABE's files in order and/or protect its professional reputation.

**13. WITNESS FEES:** ABE's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay ABE's legal expenses, administrative costs and fees pursuant to ABE's then current fee schedule for ABE to respond to any subpoena.

**14. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring ABE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

**15. PROVISIONS SEVERABLE:** In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

**16. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



# ALLENDER BUTZKE ENGINEERS INC.

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION Q. C.



## STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

**PROJECT NAME:** Bridge L01 Replacement **PN:** 241359  
**PROJECT ADDRESS:** S. 12<sup>th</sup> Ave. E.  
Section 5, Buena Vista Township, Jasper County, Iowa  
**CLIENT:** Jasper County Engineer Attn: Rick Elliott, Survey Design Specialist  
**ADDRESS:** 910 N 11<sup>th</sup> Avenue  
Newton, IA 50208

**SCOPE:** Geotechnical Exploration - Mobilization with truck mounted drilling equipment, boring locations, utility locations (Iowa One Call), drill 2 borings 70 +/- feet deep with blow counts in both abutment borings, laboratory testing, LRFD soil design parameters for driven pile, typed boring logs, and written report.

**COMPENSATION TERMS:** Total cost for the above scope of services will be \$7,600.00. Consultation subsequent to completion of report invoiced at current engineering rates. We assume the county will temporarily close the road and/or provide traffic control during drilling operations, the costs of which is not included in the above fee.

**REMARKS:** Field exploration could be scheduled to be conducted within one to two weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one week later with the written report. ABE will contact only Iowa One Call for public utility locates.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

ACCEPTED FOR CLIENT

By: 

By: \_\_\_\_\_

David Logemann, P.E.

Printed Name

Title: Senior Principal Engineer

Title: \_\_\_\_\_

Date: October 7, 2024

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

**PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!**

## GENERAL CONDITIONS

PN 241359

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**15. PROVISIONS SEVERABLE:** In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

**16. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



**Prepared by and Return to: Jasper County Highway Department, 910 N 11<sup>th</sup> Ave E, Newton, IA 50208**  
**Temporary Construction Easement for Public Highway**  
**Parcel Identification No. 1608300005**

For the consideration of Twenty One and 00/100 -----(21.00) -----DOLLARS and other valuable consideration in hand paid by Jasper County, Iowa, Stravers Farm Co. of Prairie City, State of Iowa, do hereby grant to Jasper County, Iowa a temporary construction easement for road purposes in, to, on, over and across real estate in Jasper County, Iowa.

THE EASEMENT RIGHT GRANTED IS TO LAND LOCATED WITHIN PARCEL NO. 1608300005 AND DESCRIBED AS FOLLOWS:

TEMPORARY CONSTRUCTION EASEMENT

PARCEL 4

A PART OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 78 NORTH, RANGE 21 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF JASPER COUNTY, IOWA BEING THE NORTH 311.5 FEET OF THE SOUTH 672.5 FEET OF SAID NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 8 AND BEING A 20.00 FOOT STRIP OF LAND LYING 20.00 FEET WEST OF THE EXISTING WEST RIGHT-OF-WAY LINE OF W. 129TH STREET S. AND CONTAINING 6,230 S.F.

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 SEPT 25, 2024 (SIGN IN INK)

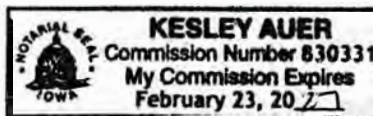
Don Stravers PRES

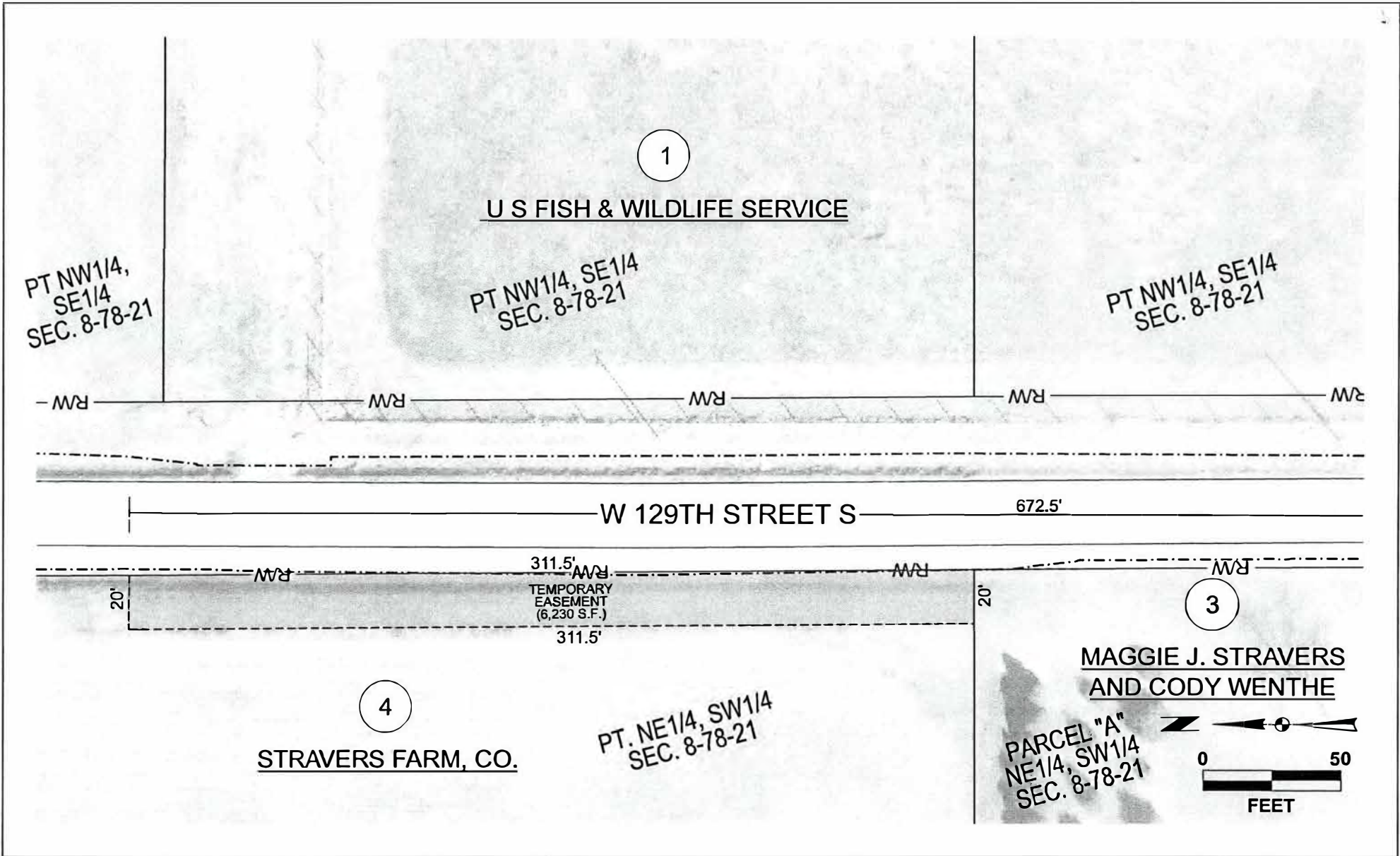
STATE OF Iowa, COUNTY OF Jasper, ss:



On this 25<sup>th</sup> day of September, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Don Stravers 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.

Kesley Auer (Sign in Ink)

Kesley Auer (Print/Type Name)  
Notary Public in and for the State





 = PROPOSED TEMPORARY EASEMENT  
 = PROPOSED EASEMENT LINE

PROJECT NAME - W 129th ST & S 96th AVE W IMPROVEMENTS  
 PARCEL 4 - STRAVERS FARM, CO.  
 PIN - 1608300005



SHEET REFERENCE:  
 EASEMENT EXHIBIT

SCALE:  
 1" = 50'  
 PROJECT # :  
 123.0673.01  
 DATE:  
 JULY 10, 2024



# COMPENSATION ESTIMATE

Parcel ID Number: 1608300005  
Project Number: FLAP-C050(133)--6L-50  
County: Jasper  
Owner(s) of Record: Stravers Farm Co  
Owner's Mailing Address: 9649 W 129th St S  
Prairie City, IA 50228

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

Land to be aquired:	Fee Title	0.00 acres @	= \$	-
	Permanent Easement	0.00 acres @	= \$	-
	Temp Construction Easement	0.14 acres @ \$ 150.00	= \$	21.00
	Fence	0.00 rods @	= \$	-

Other considerations:

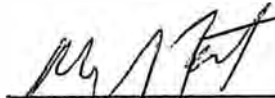
TOTAL ESTIMATE:

**\$ 21.00**

Certification:

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

Signed:

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

Date of Estimate:

7/22/2024

Prepared by and Return to: Jasper County Highway Department, 910 N 11<sup>th</sup> Ave E, Newton, IA 50208  
Permanent Easement for Public Highway  
Parcel Nos. 0603200006

For the consideration of Two Thousand Fifty Eight and 59/100 2,058.59 DOLLARS and other valuable consideration in hand paid by Jasper County, Iowa, WJO and KKG Trust, of Jasper County, State of Iowa, do hereby grant to Jasper County, Iowa a permanent construction easement for road purposes and for use as a Public Highway in, to, on, over and across real estate in Jasper County, Iowa.

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

PERMANENT EASEMENT PARCEL -2

That part of the Southwest Quarter of the Northeast Quarter of Section 3, Township 80 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Center of said Section 3;  
thence on an assumed bearing North 00 degrees 32 minutes 25 seconds East 425.57 feet along the west line of said Southwest Quarter of the Northeast Quarter to the point of beginning;  
thence North 00 degrees 32 minutes 25 seconds East 600.45 feet along said west line;  
thence South 90 degrees 00 minutes 00 seconds East 29.99 feet to the present right of way line of a Jasper County Highway;  
thence South 13 degrees 16 minutes 26 seconds East 51.42 feet;  
thence South 02 degrees 13 minutes 30 seconds East 234.35 feet;  
thence South 01 degrees 07 minutes 07 seconds West 176.72 feet;  
thence South 06 degrees 33 minutes 33 seconds West 141.69 feet to said present right of way line of a Jasper County Highway;  
thence North 90 degrees 00 minutes 00 seconds West 28.38 feet continuing to the point of beginning.

Said tract contains 0.64 acres and is subject to an existing Jasper County Highway Easement over the westerly 0.42 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.

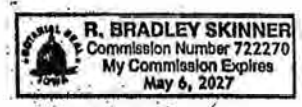
Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated September 30<sup>th</sup>, 2024 (SIGN IN INK)  
Ruthleen Cannon Ruthleen Cannon  
Ruthleen Cannon, WJO Trustee Ruthleen Cannon, KKG Trustee  
STATE OF Iowa COUNTY OF Polk

On this 30<sup>th</sup> day of SEPTEMBER, 2024 before me, the undersigned, a Notary Public in and for said state, personally appeared Ruthleen Cannon, Trustee 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.

R. Bradley Skinner (Sign In Ink)  
R. BRADLEY SKINNER (Print/Type Name)  
Notary Public in and for the State

Jasper County Project Number: BROS-5110(602)-81-50



INDEX LEGEND

COUNTY: JASPER  
SECTION: 3, T-80N, R-21W, SW 1/4 OF THE NE 1/4

SURVEY FOR: Jasper County Engineer, Newton, IA  
OWNERS: WJG Trust & KKG Trust, Mingo, IA

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

PREPARED BY AND RETURN TO:  
Jason S. Lowry, P.L.S.  
752 Diamond Trail Rd., Searsboro, Iowa 50242  
(841) 521-1160, lowrylandservices@gmail.com

**RIGHT OF WAY ACQUISITION PLAT - PARCEL 2**  
SW 1/4 of the NE 1/4, SEC. 3, T-80N, R-21W,  
JASPER COUNTY, IOWA  
(SEE PAGE 2 FOR GRAPHICAL REPRESENTATION OF THIS PLAT OF SURVEY)

DESCRIPTION OF PARCEL - 2

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Said tract contains 0.64 acres and is subject to a Jasper County Highway Easement over the westerly 0.42 acres thereof.

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

MONUMENTS

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

● set - 5/8" x 18" rebar with pink plastic cap P.L.S. 22291

○ - no monument found or set

■ - found lot cor.



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

My license renewal date is 12/31/2023

Pages covered by this seal: 1 - 2

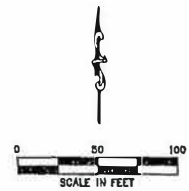
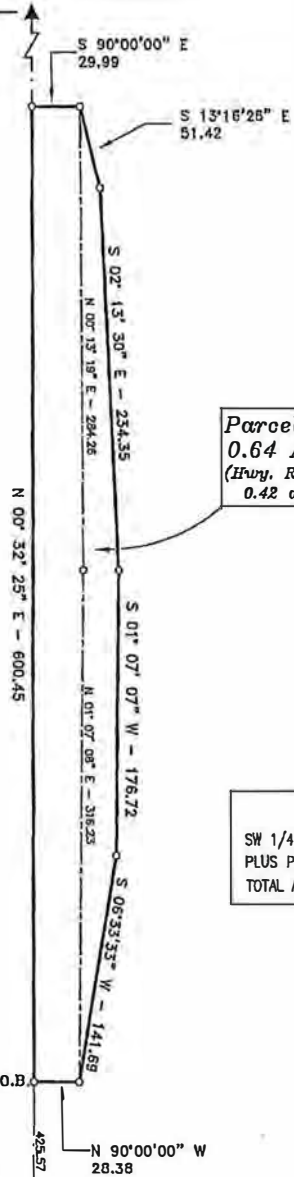
**PRELIMINARY PLAT FOR REVIEW**

Jason S. Lowry      Iowa Lic. No. 22291      Date



**RIGHT OF WAY ACQUISITION PLAT - PARCEL 2**  
 SW 1/4 of the NE 1/4, SEC. 3, T-80N, R-21W,  
 JASPER COUNTY, IOWA

NW COR.  
 of the  
 NE 1/4,  
 SEC. 3,  
 Found gln  
 spike in  
 asphalt  
 pavement.



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

*Parcel - 2*  
 0.64 Acres  
 (Hwy. R.O.W. =  
 0.42 acres)

SW 1/4  
 NE 1/4

SEC. COR. TO SEC. COR. = N 00° 32' 25" E - 3119.05(N) N 00° 00' 00" E - 3118.90(W)

N. EAST STREET

AREA OF PARCEL 2	
SW 1/4 NE 1/4 SEC. 3	= 0.22 Acres
PLUS PRESENT RIGHT OF WAY	= 0.42 Acres
<b>TOTAL ACREAGE OF RIGHT OF WAY</b>	<b>= 0.64 Acres</b>

CENTER,  
 SEC. 3,  
 Found  
 2" pipe.  
 P.O.C.

## COMPENSATION ESTIMATE

Parcel ID Number: 0603200006  
Project Number: BROS-5110(602)--8J-50  
County: Jasper  
Owner(s) of Record: WJG and KKG Trust

Owner's Mailing Address: PO Box 67  
Mingo, IA 50168

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

Land to be aquired:	Fee Title	0.00 acres @	= \$	-
	Permanent Easement	0.22 acres @ \$ 9,357.23	= \$	2,058.59
	Temp Construction Easement	0.21 acres @ \$ 150.00	= \$	31.50
	Fence	0.00 rods @	= \$	-
	Other considerations:	2 Entrances @ \$ 3,601.09	=	\$7,202.18

TOTAL ESTIMATE:

\$ 9,292.27

Certification:

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

Signed:

  
\_\_\_\_\_  
Michael J. Fritsch, P.E., FMP  
Jasper County Engineer

Date of Estimate:

8/12/2024  
\_\_\_\_\_

Prepared by and Return to: Jasper County Highway Department, 910 N 11<sup>th</sup> Ave E, Newton, IA 50208  
Temporary Construction Easement for Public Highway  
Parcel Nos. 0603200006

For the consideration of Thirty One and 50/100 — (31.50) — DOLLARS and other valuable consideration in hand paid by Jasper County, Iowa, WJG and KKG Trust, of Jasper County, State of Iowa, do hereby grant to Jasper County, Iowa a temporary construction easement for road purposes and for use as a Public Highway in, to, on, over and across real estate in Jasper County, Iowa.

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

TEMPORARY CONSTRUCTION EASEMENT PARCEL - 3

That part of the Southwest Quarter of the Northeast Quarter of Section 3, Township 80 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Center of said Section 3;  
thence on an assumed bearing North 00 degrees 32 minutes 25 seconds East 624.89 feet along the west line of said Southwest Quarter of the Northeast Quarter;  
thence South 90 degrees 00 minutes 00 seconds East 52.40 feet to the point of beginning;  
thence North 01 degrees 07 minutes 07 seconds East 116.92 feet;  
thence North 02 degrees 13 minutes 30 seconds West 34.17 feet;  
thence South 89 degrees 46 minutes 41 seconds East 61.46 feet;  
thence South 00 degrees 54 minutes 45 seconds West 151.80 feet;  
thence North 89 degrees 04 minutes 04 seconds West 60.00 feet to the point of beginning.

Said tract contains 0.21 acres.

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

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

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

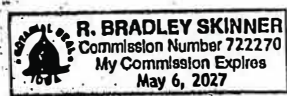
Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated September 30<sup>th</sup>, 2024 (SIGN IN INK)  
Kathleen Cannon  
Kathleen Cannon, WJG Trustee Kathleen Cannon, KKG Trustee  
STATE OF IOWA, COUNTY OF Polk

On this 30<sup>th</sup> day of September, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Kathleen Cannon, Trustee, 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.

R. Bradley Skinner (Sign in Ink)  
R. Bradley Skinner (Print/Type Name)  
Notary Public in and for the State

Jasper County Project Number: BROS-5110(602)--81-50





INDEX LEGEND

COUNTY: JASPER  
SECTION: 3, T-80N, R-21W, SW 1/4 OF THE NE 1/4

SURVEY FOR: Jasper County Engineer, Newton, IA  
OWNERS: WJG Trust & KKG Trust, Mingo, IA

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

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

**TEMPORARY CONSTRUCTION EASEMENT - PARCEL 3**  
SW 1/4 of the NE 1/4, SEC. 3, T-80N, R-21W,  
JASPER COUNTY, IOWA  
(SEE PAGE 2 FOR GRAPHICAL REPRESENTATION OF THIS PLAT OF SURVEY)

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT PARCEL - 3

That part of the Southwest Quarter of the Northeast Quarter of Section 3, Township 80 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Center of said Section 3;  
thence on an assumed bearing North 00 degrees 32 minutes 25 seconds East 624.89 feet along the west line of said Southwest Quarter of the Northeast Quarter;  
thence South 90 degrees 00 minutes 00 seconds East 52.40 feet to the point of beginning;  
thence North 01 degrees 07 minutes 07 seconds East 116.92 feet;  
thence North 02 degrees 13 minutes 30 seconds West 34.17 feet;  
thence South 89 degrees 46 minutes 41 seconds East 61.46 feet;  
thence South 00 degrees 54 minutes 45 seconds West 151.80 feet;  
thence North 89 degrees 04 minutes 04 seconds West 60.00 feet to the point of beginning.

Said tract contains 0.21 acres.

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

MONUMENTS

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

● set - 5/8" x 18" rebar with pink plastic cap P.L.S. 22291

○ - no monument found or set

■ - found lot cor.

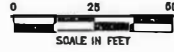


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

My license renewal date is 12/31/2023

Pages covered by this seal: 1 - 2

TEMPORARY CONSTRUCTION EASEMENT - PARCEL 3  
 SW 1/4 of the NE 1/4, SEC. 3, T-80N, R-21W,  
 JASPER COUNTY, IOWA

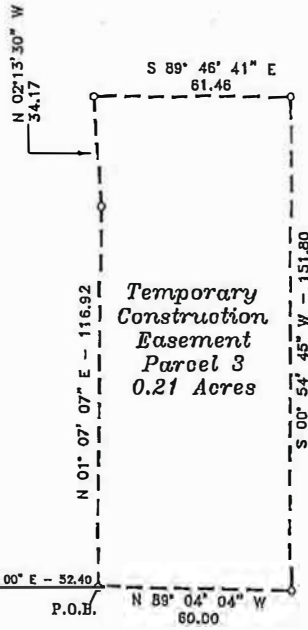


NE COR.  
 of the  
 NW 1/4,  
 SEC. 3.  
 Found gin  
 spike in  
 asphalt  
 pavement.

SEC. COR. TO SEC. COR. = N 00° 32' 25" E - 3118.05(0) N 00° 00' 00" E - 3118.86(0)

N. EAST STREET

CENTER,  
 SEC. 3.  
 Found  
 2" pipe.  
 P.O.C.



SW 1/4  
 NE 1/4

**MEMORANDUM OF UNDERSTANDING BETWEEN PARTY 1 AND  
PARTY 2, CONCERNING INSTALLATION AND FUTURE MAINTENCE  
OF FIELD ENTRANCES AND ASSOCIATED CULVERT PIPES**

1. **PARTIES AND PURPOSE.** This Memorandum of Understanding is between Party 1, ("Jasper County") and Party 2 ("WJG and KKG Trust"). The purpose of this Memorandum of Understanding is to address details of two (2) proposed field entrances with culvert pipes within the County of Jasper that is connected to the property owned by the ~~KKG~~ and KKG Trust. WJG
2. **TERM OF MEMORANDUM OF UNDERSTANDING.** This Memorandum of Understanding is effective upon the date of its signing, and it shall be perpetual unless otherwise noted hereafter.
3. **PARTY 1 DUTIES AND OBLIGATIONS.** Upon the mutual acceptance of this agreement, Jasper County shall pay for and implement a plan to add culverts and construct field entrances over said culverts onto the Party 2 property along North East Street north and east of Mingo, Iowa. Said entrances will be located 352 feet north of and 161 feet south of an existing bridge on North East Street crossing a small stream flowing west to east towards Indian Creek. See Exhibit A attached for a location drawing for these field entrances. Party 1 agrees to construct the field entrances in accordance with reasonable construction standards with similar situated projects.
4. **PARTY 2 DUTIES AND OBLIGATIONS.** Upon the mutual acceptance and upon the completion of the new field entrances, Party 2 agrees to assume full responsibility for said entrances and associated culverts. Upon the completion of the field entrances, Party 2 shall fully indemnify, hold harmless and defend Party 1 from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third-party claim, which arises out of or relates to any act or omission of the Party 2 in relationship to this field entrance.
5. **REMEDIES OF THE PARTIES.** Party 1 and Party 2 are entitled to utilize any and all remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain a judgment for costs and reasonable attorney fees. However, the parties agree that any legal disputes shall be litigated in Jasper County, Iowa.
6. **MODIFICATION OF MEMORANDUM OF UNDERSTANDING.** This Memorandum of Understanding may be modified by written agreement between the parties.

**<SIGNATURE LINES ON PAGE 2>**



The parties are causing this Memorandum of Understanding to be become binding and effective as of the date when all parties have signed this Memorandum of Understanding.

JASPER COUNTY, IOWA

WJG AND KKG TRUST

By: \_\_\_\_\_  
Brandon Talsma, Chairman  
Jasper County Board of Supervisors

By: Kathleen Gannon

ATTEST:

Date: September 30<sup>th</sup> 2024

By: \_\_\_\_\_  
Jenna Jennings, Auditor  
Jasper County, Iowa

Date----- 2024



Exhibit A  
Field Entrances Location Map





Prepared by and Return to: Jasper County Highway Department, 910 N 11<sup>th</sup> Ave E, Newton, IA 50208  
Temporary Construction Easement for Public Highway  
Parcel Nos. 2012100004

For the consideration of One Hundred Ninety Eight and 00/100 -----(198.00)-----DOLLARS and other valuable consideration in hand paid by Jasper County, Iowa, Mark and Kendra Hay Trust, of Jasper County, State of Iowa, do hereby grant to Jasper County, Iowa a temporary easement for road purposes and for use as a Public Highway in, to, on, over and across real estate in Jasper County, Iowa during construction.

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

TEMPORARY CONSTRUCTION EASEMENT PARCEL - 1

That part of the Southeast Quarter of the Northwest Quarter of Section 12, Township 78 North, Range 17 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the West Quarter Corner of said Section 12;  
thence on an assumed bearing North 89 degrees 24 minutes 45 seconds East 1747.54 feet along the south line of said Southeast Quarter of the Northwest Quarter;  
thence North 00 degrees 16 minutes 12 seconds West 104.48 feet to the present right of way line of a Jasper County Highway and to the point of beginning;  
thence South 88 degrees 24 minutes 06 seconds West 20.00 feet along said right of way line;  
thence North 00 degrees 16 minutes 12 seconds West 85.73 feet;  
thence North 89 degrees 43 minutes 48 seconds East 290.00 feet;  
thence North 00 degrees 16 minutes 12 seconds West 60.00 feet;  
thence North 89 degrees 43 minutes 48 seconds East 250.00 feet;  
thence South 45 degrees 16 minutes 39 seconds East 240.39 feet to said present right of way line;  
thence North 70 degrees 55 minutes 10 seconds West 153.14 feet along said present right of way line;  
thence South 89 degrees 43 minutes 48 seconds West 450.00 feet continuing along said present right of way line;  
thence South 74 degrees 28 minutes 34 seconds West 99.00 feet continuing along said present right of way line to the point of beginning

Said tract contains 1.32 acres.

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

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

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

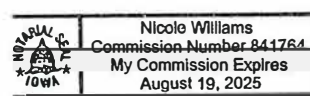
Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated October 9, 2024 (SIGN IN INK)

Mark R. Hay + Kendra Hay

STATE OF Iowa, COUNTY OF Jasper, ss:

On this 9<sup>th</sup> day of October, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Mark and Kendra Hay to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

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

INDEX LEGEND

COUNTY: Jasper  
SECTION: 12, T-78N, R-17W, SE 1/4 of the NW 1/4

SURVEY FOR: Jasper County Engineer, Newton, IA  
OWNERS: Mark & Kendra Hay Trust, Lynnville, 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

**TEMPORARY CONSTRUCTION EASEMENT - PARCEL 1**  
**SE 1/4 of the NW 1/4, SEC. 12, T-78N, R-17W,**  
**JASPER COUNTY, IOWA**

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

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT PARCEL - 1

That part of the Southeast Quarter of the Northwest Quarter of Section 12, Township 78 North, Range 17 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the West Quarter Corner of said Section 12;  
thence on an assumed bearing North 89 degrees 24 minutes 45 seconds East 1747.54 feet along the south line of said Southeast Quarter of the Northwest Quarter;  
thence North 00 degrees 16 minutes 12 seconds West 104.48 feet to the present right of way line of a Jasper County Highway and to the point of beginning;  
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thence North 00 degrees 16 minutes 12 seconds West 85.73 feet;  
thence North 89 degrees 43 minutes 48 seconds East 290.00 feet;  
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thence South 89 degrees 43 minutes 48 seconds West 450.00 feet continuing along said present right of way line;  
thence South 74 degrees 28 minutes 34 seconds West 99.00 feet continuing along said present right of way line to the point of beginning.

Said tract contains 1.32 acres.

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

MONUMENTS

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



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

My license renewal date is 12/31/2025

Pages covered by this seal: 1 - 2

**PRELIMINARY PLAT FOR REVIEW**

Jason S. Lowry Iowa Lic. No. 22291 Date

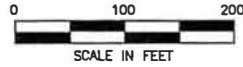
**LOWRY LAND SERVICES, L.L.C.** 752 DIAMOND TRAIL RD., SEARSBORO, IOWA 50242, 641-521-1160

PROJ. NO. BRS-C050(132)--60-50

PAGE 1



**TEMPORARY CONSTRUCTION EASEMENT - PARCEL 1**  
 SE 1/4 of the NW 1/4, SEC. 12, T-78N, R-17W,  
 JASPER COUNTY, IOWA

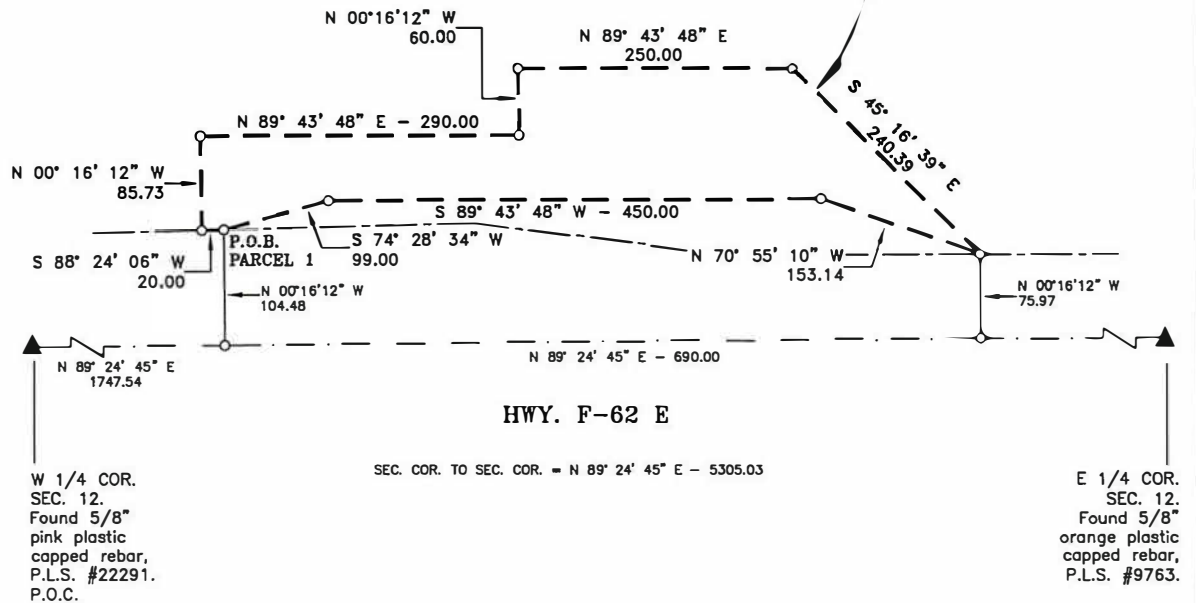


-----Present Jasper Co. Right-of-Way Line

SE 1/4  
NW 1/4

*Temporary  
Construction  
Easement  
Parcel - 1  
1.32 Acres*

WARRANTY DEED  
INST. NO. 2021-1582



Prepared by and Return to: Jasper County Highway Department, 910 N 11<sup>th</sup> Ave E, Newton, IA 50208  
Permanent Easement for Public Highway  
Parcel Nos. 2012100004

For the consideration of Six Thousand Three Hundred Eight and 88/100 -----(6,308.88)-----DOLLARS and other valuable consideration in hand paid by Jasper County, Iowa, Mark and Kendra Hay Trust, of Jasper County, State of Iowa, do hereby grant to Jasper County, Iowa a permanent construction easement for road purposes and for use as a Public Highway in, to, on, over and across real estate in Jasper County, Iowa.

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

PERMANENT EASEMENT PARCEL - 1

That part of the Southeast Quarter of the Northwest Quarter of Section 12, Township 78 North, Range 17 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

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thence North 00 degrees 16 minutes 12 seconds West 104.48 feet to the present right of way line of a Jasper County Highway;  
thence North 74 degrees 28 minutes 34 seconds East 99.00 feet;  
thence North 89 degrees 43 minutes 48 seconds East 450.00 feet;  
thence South 70 degrees 55 minutes 10 seconds East 153.14 feet to the present right of way line of a Jasper County Highway;  
thence South 00 degrees 16 minutes 12 seconds East 75.97 feet to said south line of said Southeast Quarter of the Northwest Quarter;  
thence South 89 degrees 24 minutes 45 seconds West 690.00 feet along said south line to the point of beginning.

Said tract contains 1.92 acres and is subject to an existing Jasper County Highway Easement over the southerly 1.45 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.

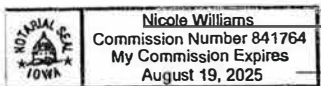
Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated October 9, 2024 (SIGN IN INK)  
Mark Hay & Kendra Hay

STATE OF Iowa, COUNTY OF Jasper .SS:

On this 9<sup>th</sup> day of October, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Mark and Kendra Hay to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

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



INDEX LEGEND

COUNTY: Jasper  
SECTION: 12, T-78N, R-17W, SE 1/4 of the NW 1/4  
  
SURVEY FOR: Jasper County Engineer, Newton, IA  
OWNERS: Mark & Kendra Hay Trust, Lynnville, IA  
  
SURVEYOR & SURVEY COMPANY:  
Jason S. Lowry, P.L.S.  
Lowry Land Services, L.L.C.  
752 Diamond Trail Rd., Searsboro, Iowa 50242  
PREPARED BY AND RETURN TO:  
Jason S. Lowry, P.L.S.  
Lowry Land Services, L.L.C.  
752 Diamond Trail Rd., Searsboro, Iowa 50242  
(641) 521-1160, lowrylandservices@gmail.com

**RIGHT OF WAY ACQUISITION PLAT - PARCEL 1**  
**SE 1/4 of the NW 1/4, SEC. 12, T-78N, R-17W,**  
**JASPER COUNTY, IOWA**

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

DESCRIPTION OF PARCEL - 1

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thence North 89 degrees 43 minutes 48 seconds East 450.00 feet;  
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thence South 89 degrees 24 minutes 45 seconds West 690.00 feet along said south line to the point of beginning.

Said tract contains 1.92 acres and is subject to a Jasper County Highway Easement over the southerly 1.45 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**

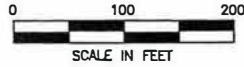
Jason S. Lowry Iowa Lic. No. 22291 Date

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

PROJ. NO. BRS-C050(132)--60-50



**RIGHT OF WAY ACQUISITION PLAT – PARCEL 1**  
**SE 1/4 of the NW 1/4, SEC. 12, T-78N, R-17W,**  
**JASPER COUNTY, IOWA**

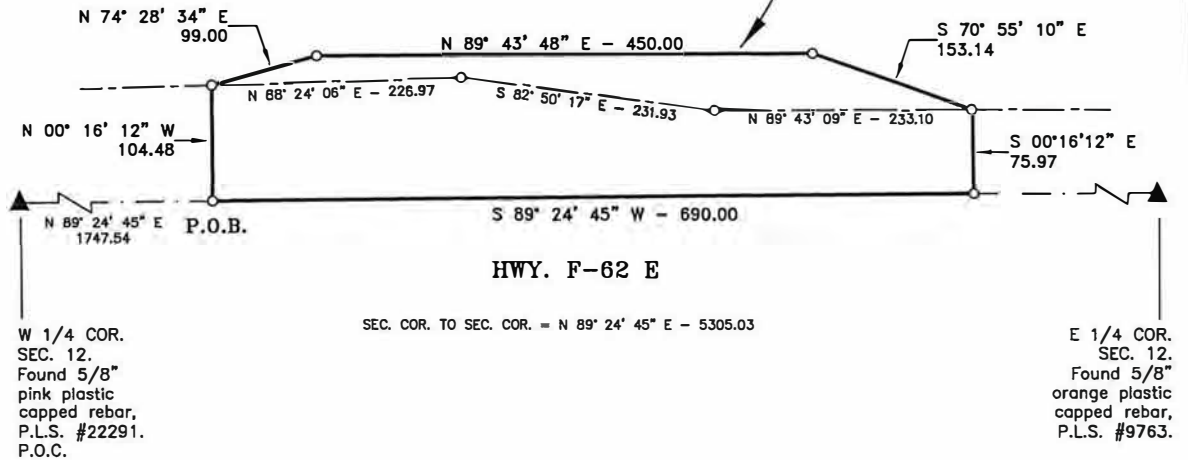


----- Present Jasper Co. Right-of-Way Line

WARRANTY DEED  
 INST. NO. 2021-1562

SE 1/4  
 NW 1/4

*Parcel - 1*  
**1.92 Acres**  
 (Hwy. R.O.W. = 1.45 acres)



AREA OF PARCEL 1	
SE 1/4 NW 1/4 SEC. 12	= 0.47 Acres
PLUS PRESENT RIGHT OF WAY	= 1.45 Acres
<b>TOTAL ACREAGE OF RIGHT OF WAY</b>	<b>= 1.92 Acres</b>

# COMPENSATION ESTIMATE

Parcel ID Number: 2012100004  
Project Number: BRS-C050(132)--60-50  
County: Jasper  
Owner(s) of Record: Mark & Kendra Hay Trust

Owner's Mailing Address: 15686 HWY F 62 E  
Lynnville, IA 50153

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

Land to be aquired:	Fee Title	0.00 acres @	= \$	-
	Permanent Easement	0.47 acres @ \$ 6,055.06	= \$	2,845.88
	Temp Construction Easement	1.32 acres @ \$ 150.00	= \$	198.00
	Fence	0.00 rods @	= \$	-
	Other considerations:	3 entrances	\$28,112.80	
		5 year crop loss	\$ 3,463.00	

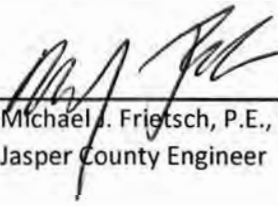
**TOTAL ESTIMATE:**

**\$ 34,619.68**

Certification:

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

Signed:

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

Date of Estimate:

9/16/2024

Prepared by and Return to: Jasper County Highway Department, 910 N 11<sup>th</sup> Ave E, Newton, IA 50208  
Temporary Construction Easement for Public Highway  
Parcel Nos. 2012300004

For the consideration of One Hundred Thirty Six and 50/100 -----( 136.50)-----DOLLARS and other valuable consideration in hand paid by Jasper County, Iowa, Mark and Kendra Hay Trust, of Jasper County, State of Iowa, do hereby grant to Jasper County, Iowa a temporary easement for road purposes and for use as a Public Highway in, to, on, over and across real estate in Jasper County, Iowa during construction.

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

TEMPORARY CONSTRUCTION EASEMENT PARCEL - X ? NBS&J

That part of the Northeast Quarter of the Southwest Quarter of Section 12, Township 78 North, Range 17 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the West Quarter Corner of said Section 12;  
thence on an assumed bearing North 89 degrees 24 minutes 45 seconds East 2269.44 feet along the north line of said Northeast Quarter of the Southwest Quarter;  
thence South 00 degrees 16 minutes 12 seconds East 43.15 feet to the present right of way line of a Jasper County Highway and to the point of beginning;  
thence North 89 degrees 43 minutes 48 seconds East 98.10 feet along said right of way line;  
thence South 00 degrees 16 minutes 12 seconds West 160.00 feet;  
thence South 89 degrees 43 minutes 48 seconds West 120.00 feet;  
thence North 00 degrees 16 minutes 12 seconds East 50.00 feet;  
thence South 89 degrees 43 minutes 48 seconds West 200.00 feet;  
thence North 68 degrees 28 minutes 07 seconds West 161.55 feet;  
thence North 89 degrees 43 minutes 48 seconds East 170.00 feet;  
hence North 75 degrees 49 minutes 14 seconds East 208.00 feet to the point of beginning.

Said tract contains 0.91 acres.

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

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

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

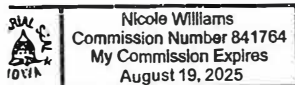
Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated October 9, 2024 (SIGN IN INK)

X Mark and Kendra Hay X Kendra Hay

STATE OF Iowa, COUNTY OF Jasper, ss:

On this 9<sup>th</sup> day of October, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Mark and Kendra Hay to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



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



INDEX LEGEND

COUNTY: Jasper  
SECTION: 12, T-78N, R-17W, NE 1/4 of the SW 1/4  
  
SURVEY FOR: Jasper County Engineer, Newton, IA  
OWNERS: Mark & Kendra Hay Trust, Lynnville, 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

**TEMPORARY CONSTRUCTION EASEMENT – PARCEL 2**  
**NE 1/4 of the SW 1/4, SEC. 12, T-78N, R-17W,**  
**JASPER COUNTY, IOWA**

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

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT PARCEL – 2

That part of the Northeast Quarter of the Southwest Quarter of Section 12, Township 78 North, Range 17 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the West Quarter Corner of said Section 12;  
thence on an assumed bearing North 89 degrees 24 minutes 45 seconds East 2269.44 feet along the north line of said Northeast Quarter of the Southwest Quarter;  
thence South 00 degrees 16 minutes 12 seconds East 43.15 feet to the present right of way line of a Jasper County Highway and to the point of beginning;  
thence North 89 degrees 43 minutes 48 seconds East 98.10 feet along said right of way line;  
thence South 00 degrees 16 minutes 12 seconds West 160.00 feet;  
thence South 89 degrees 43 minutes 48 seconds West 120.00 feet;  
thence North 00 degrees 16 minutes 12 seconds East 50.00 feet;  
thence South 89 degrees 43 minutes 48 seconds West 200.00 feet;  
thence North 68 degrees 28 minutes 07 seconds West 161.55 feet;  
thence North 89 degrees 43 minutes 48 seconds East 170.00 feet;  
thence North 75 degrees 49 minutes 14 seconds East 208.00 feet to the point of beginning.

Said tract contains 0.91 acres.

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

MONUMENTS

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



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

My license renewal date is 12/31/2025

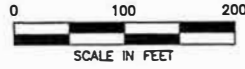
Pages covered by this seal: 1 – 2

**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

TEMPORARY CONSTRUCTION EASEMENT - PARCEL 2  
 NE 1/4 of the SW 1/4, SEC. 12, T-78N, R-17W,  
 JASPER COUNTY, IOWA



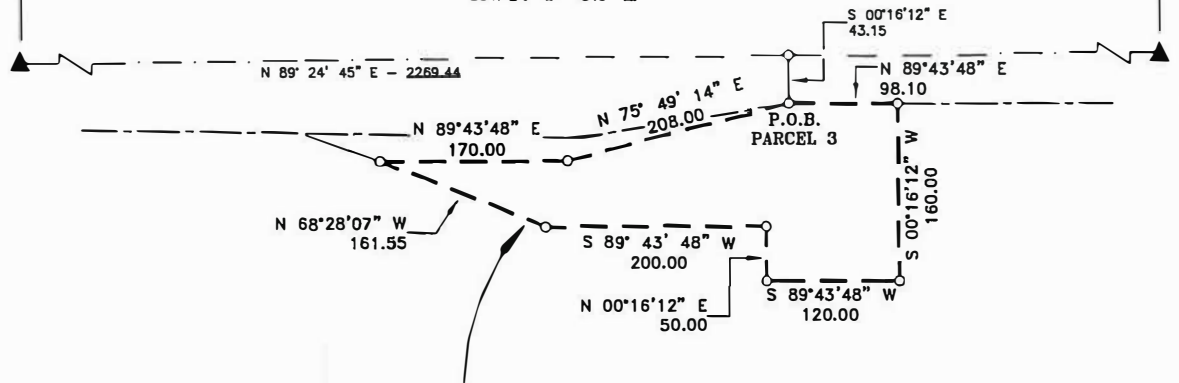
----- Present Jasper Co. Right-of-Way Line

W 1/4 COR.  
 SEC. 12.  
 Found 5/8"  
 pink plastic  
 capped rebar,  
 P.L.S. #22291.  
 P.O.C.

E 1/4 COR.  
 SEC. 12.  
 Found 5/8"  
 orange plastic  
 capped rebar,  
 P.L.S. #9763.

SEC. COR. TO SEC. COR. = N 89° 24' 45" E - 5305.03

HWY. F-62 E



*Temporary Construction Easement  
 Parcel - 2  
 0.91 Acres*

WARRANTY DEED  
 INST. NO. 2021-1562

NE 1/4  
 SW 1/4

Prepared by and Return to: Jasper County Highway Department, 910 N 11<sup>th</sup> Ave E, Newton, IA 50208  
Permanent Easement for Public Highway  
Parcel Nos. 2012300004

For the consideration of One Thousand Seven Hundred Eighty Three and 55/100 -----(1,783.55)----- DOLLARS and other valuable consideration in hand paid by Jasper County, Iowa, Mark and Kendra Hay Trust, of Jasper County, State of Iowa, do hereby grant to Jasper County, Iowa a permanent construction easement for road purposes and for use as a Public Highway in, to, on, over and across real estate in Jasper County, Iowa.

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

PERMANENT EASEMENT PARCEL - 2

That part of the Northeast Quarter of the Southwest Quarter of Section 12, Township 78 North, Range 17 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the West Quarter Corner of said Section 12; thence on an assumed bearing North 89 degrees 24 minutes 45 seconds East 1827.13 feet along the north line of said Northeast Quarter of the Southwest Quarter to the point of beginning; thence North 89 degrees 24 minutes 45 seconds East 442.31 feet continuing along said north line thence South 00 degrees 16 minutes 12 seconds East 43.15 feet to the present right of way line of a Jasper County Highway; thence South 75 degrees 49 minutes 14 seconds West 208.00 feet; thence South 89 degrees 43 minutes 48 seconds West 170.00 feet; thence North 70 degrees 43 minutes 10 seconds West 74.72 feet to the present right of way line of a Jasper County Highway; thence North 00 degrees 16 minutes 12 seconds West 65.69 feet to the point of beginning.

Said tract contains 0.80 acres and is subject to an existing Jasper County Highway Easement over the northerly 0.65 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.

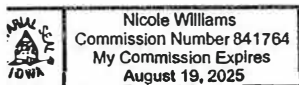
Grantors do hereby covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple, that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; 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 October 9, 2024 (SIGN IN INK)  
Mark R Hay & Kendra Hay

STATE OF Iowa, COUNTY OF Jasper ss:

On this 9<sup>th</sup> day of October, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Mark and Kendra Hay to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



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



INDEX LEGEND

COUNTY: Jasper  
SECTION: 12, T-78N, R-17W, NE 1/4 of the SW 1/4  
  
SURVEY FOR: Jasper County Engineer, Newton, IA  
OWNERS: Mark & Kendra Hay Trust, Lynnville, 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**  
**NE 1/4 of the SW 1/4, SEC. 12, T-78N, R-17W,**  
**JASPER COUNTY, IOWA**

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

DESCRIPTION OF PARCEL - 2

That part of the Northeast Quarter of the Southwest Quarter of Section 12, Township 78 North, Range 17 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the West Quarter Corner of said Section 12;  
thence on an assumed bearing North 89 degrees 24 minutes 45 seconds East 1827.13 feet along the north line of said Northeast Quarter of the Southwest Quarter to the point of beginning;  
thence North 89 degrees 24 minutes 45 seconds East 442.31 feet continuing along said north line  
thence South 00 degrees 16 minutes 12 seconds East 43.15 feet to the present right of way line of a Jasper County Highway;  
thence South 75 degrees 49 minutes 14 seconds West 208.00 feet;  
thence South 89 degrees 43 minutes 48 seconds West 170.00 feet;  
thence North 70 degrees 43 minutes 10 seconds West 74.72 feet to the present right of way line of a Jasper County Highway;  
thence North 00 degrees 16 minutes 12 seconds West 65.69 feet to the point of beginning.

Said tract contains 0.80 acres and is subject to a Jasper County Highway Easement over the northerly 0.65 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

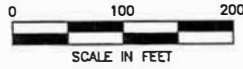
**PRELIMINARY PLAT FOR REVIEW**

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. BRS-C050(132)--60-50

**RIGHT OF WAY ACQUISITION PLAT - PARCEL 2**  
 NE 1/4 of the SW 1/4, SEC. 12, T-78N, R-17W,  
 JASPER COUNTY, IOWA



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

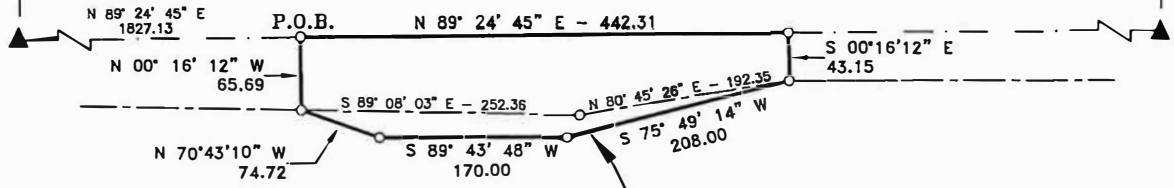
AREA OF PARCEL 2	
NE 1/4 SW 1/4 SEC. 12	= 0.15 Acres
PLUS PRESENT RIGHT OF WAY	= 0.65 Acres
<b>TOTAL ACREAGE OF RIGHT OF WAY</b>	<b>= 0.80 Acres</b>

W 1/4 COR.  
 SEC. 12.  
 Found 5/8" pink plastic capped rebar, P.L.S. #22291.  
 P.O.C.

E 1/4 COR.  
 SEC. 12.  
 Found 5/8" orange plastic capped rebar, P.L.S. #9763.

SEC. COR. TO SEC. COR. = N 89° 24' 45" E - 5305.03

**HWY. F-62 E**



*Parcel - 2*  
**0.80 Acres**  
 (Hwy. R.O.W. = 0.65 acres)

WARRANTY DEED  
 INST. NO. 2021-1562

NE 1/4  
 SW 1/4

# COMPENSATION ESTIMATE

Parcel ID Number: 2012300004  
Project Number: BRS-C050(132)--60-50  
County: Jasper  
Owner(s) of Record: Mark & Kendra Hay Trust

Owner's Mailing Address: 15686 HWY F 62 E  
Lynnvile, IA 50153

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

Land to be acquired:	Fee Title	0.00 acres @	= \$	-
	Permanent Easement	0.15 acres @ \$ 8,427.36	= \$	1,264.10
	Temp Construction Easement	0.91 acres @ \$ 150.00	= \$	136.50
	Fence	0.00 rods @	= \$	-
	Other considerations:	2 entrances		\$13,954.34
		5 year crop loss		\$ 519.45

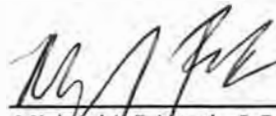
**TOTAL ESTIMATE:**

**\$ 15,874.39**

Certification:

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

Signed:

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

Date of Estimate:

9/16/2024



**MEMORANDUM OF UNDERSTANDING BETWEEN PARTY 1 AND  
PARTY 2, CONCERNING INSTALLATION AND FUTURE  
MAINTENANCE OF DRIVEWAY ENTRANCES AND ASSOCIATED  
CULVERT PIPES**

1. **PARTIES AND PURPOSE.** This Memorandum of Understanding is between Party 1, (“Jasper County”) and Party 2 (“Mark & Kendra Hay Trust”). The purpose of this Memorandum of Understanding is to address details of five (5) proposed driveway entrances with culvert pipes within the County of Jasper that are connected to property owned by the Mark & Kendra Hay Trust.
2. **TERM OF MEMORANDUM OF UNDERSTANDING.** This Memorandum of Understanding is effective upon the date of its signing, and it shall be perpetual unless otherwise noted hereafter.
3. **PARTY 1 DUTIES AND OBLIGATIONS.** Upon the mutual acceptance of this agreement, Jasper County shall pay for and implement a plan to add new or replace or modify existing culverts and construct new or replace or modify existing driveway entrances over said culverts onto the Party 2 property along Highway F-62 E east of Lynnville, Iowa. Said entrances will be located both east and west of the one (1) existing bridge (Bridge T06) on Highway F-62 E crossing the North Skunk River. See Exhibit A attached for a location drawing of these driveway entrances. Party 1 agrees to construct the driveway entrances in accordance with reasonable construction standards with similar situated projects.
4. **PARTY 2 DUTIES AND OBLIGATIONS.** Upon the mutual acceptance of this Memorandum of Understanding and the final completion of construction associated with the replacement of one (1) bridge (Bridge T06) over the North Skunk River, Party 2 agrees to assume full responsibility for said entrances and associated culverts. Upon the completion of the driveway entrances, Party 2 shall fully indemnify, hold harmless and defend Party 1 from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney’s fees and costs), whether or not involving a third-party claim, which arises out of or relates to any act or omission of the Party 2 in relationship to this driveway entrance.
5. **REMEDIES OF THE PARTIES.** Party 1 and Party 2 are entitled to utilize any and all remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain a judgment for costs and reasonable attorney fees. However, the parties agree that any legal disputes shall be litigated in Jasper County, Iowa.
6. **MODIFICATION OF MEMORANDUM OF UNDERSTANDING.** This Memorandum of Understanding may be modified by written agreement between the parties.

**(SIGNATURE LINES ON PAGE 2)**

The parties are causing this Memorandum of Understanding to be become binding and effective as of the date when all parties have signed this Memorandum of Understanding.

JASPER COUNTY, IOWA

MARK & KENDRA HAY TRUST

By: \_\_\_\_\_  
Brandon Talsma, Chairman  
Jasper County Board of Supervisors

By: Mark Hay  
\_\_\_\_\_

ATTEST:

Date: Oct 9, 2024

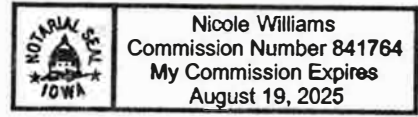
By: \_\_\_\_\_  
Jenna Jennings, Auditor  
Jasper County, Iowa

Date: \_\_\_\_\_, 2024

STATE OF IOWA )  
 )  
COUNTY OF Jasper ) SS:

This record was acknowledged before me on October 9, 2024, by MARK & KENDRA HAY TRUST.

Nicole Williams  
Notary Public



STATE OF IOWA )  
 )  
COUNTY OF JASPER ) SS:

This record was acknowledged before me on \_\_\_\_\_, 2024, by and **Jenna Jennings**, as the **Chairman of the Board of Supervisors**, and **Auditor**, respectively, of **Jasper County, Iowa**.

\_\_\_\_\_  
Notary Public

Exhibit A  
Driveway Entrances Location Map





Resolution No. \_\_\_\_\_

**A RESOLUTION APPROVING JASPER COUNTY'S PARTICIPTION IN THE  
REVITALIZE IOWA'S SOUND ECONOMY (RISE) PROGRAM – IMMEDIATE  
OPPORTUNITY FUNDING – FOR ROADWAY IMPROVEMENTS**

Moved by \_\_\_\_\_, seconded by \_\_\_\_\_

WHEREAS, the State Code of Iowa has authorized the RISE program; and

WHEREAS, the Iowa Department of Transportation is always accepting applications for Immediate Opportunity funding; and

WHEREAS, the improved roadway will support the expansion of an existing business and said expansion will involve a private investment estimated at \$4,251,000 and the creation of 25 new employment opportunities

WHEREAS, the expansion of this existing business is contingent upon an improved roadway, and

WHEREAS, this roadway will be maintained by Jasper County and dedicated for public use.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Jasper County, Iowa, that the County endorses this project states the following:

1. There is an Immediate Need for the project and RISE Funds are essential
2. Jasper County will accept said roadway for public maintenance within the existing permanent road use easements, also known as right-of-way, and that said road and construction of roadway will be of adequate design
3. Jasper County agrees to pay the matching funds identified in the grant application for the roadway project

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Denny Stevenson

\_\_\_\_\_  
Brandon Talsma

\_\_\_\_\_  
Doug Cupples

ATTEST: \_\_\_\_\_ Jenna Jennings

Jasper County Auditor

**LFM-C050(T22S)--7X-50**

**Jasper County**

**Bid Tabulation**

**Project Award Amount:** \$0.00

**Route:** Hwy T-22 S

**Location:** From S 44th Ave E North 0.20 Miles

**Work Type:** PCC Pavement - Replace

**Letting Date:** 10/10/2024 01:00 PM

**Late Start Date:** 4/14/2025

**Contract Period:** 60 Work Days

**Award Recommendation:** TK CONCRETE, INC.

Rank	Contractor	Total Bid	Percent of Estimate	% Over Low Bid
1	TK CONCRETE, INC.	\$70,165.00	82.67%	0.00%
2	BOULDER CONTRACTING, LLC.	\$87,801.20	103.45%	25.14%
3	MANATT'S, INC.	\$91,848.50	108.22%	30.90%

LFM-C050(T22S)--7X-50

Jasper County

Bid Tabulation

	Item Number/Description	Quantity	Units	Engineer's Estimate		TK CONCRETE, INC. 1608 FIFIELD RD PELLA, IA 50219-0000		BOULDER CONTRACTING, L... PO BOX 310 GRUNDY CENTER, IA 50638	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1.	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	78.7	CY	\$14.00	\$1,101.80	\$20.00	\$1,574.00	\$42.00	\$3,305.40
2.	2109-8225100 SPECIAL COMPACTION OF SUBGRADE	1.77	STA	\$1,000.00	\$1,770.00	\$1,000.00	\$1,770.00	\$1,100.00	\$1,947.00
3.	2115-0100000 MODIFIED SUBBASE	78.7	CY	\$100.00	\$7,870.00	\$70.00	\$5,509.00	\$85.00	\$6,689.50
4.	2214-7450050 BLADING AND SHAPING SHOULDER MATERIAL	1.77	STA	\$100.00	\$177.00	\$700.00	\$1,239.00	\$1,850.00	\$3,274.50
5.	2301-1033080 STANDARD OR SLIP FORM PORTLAND CEMENT CONCR...	472.000	SY	\$100.00	\$47,200.00	\$72.00	\$33,984.00	\$94.00	\$44,368.00
6.	2301-6911722 PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	1.00	LS	\$500.00	\$500.00	\$1,250.00	\$1,250.00	\$1,500.00	\$1,500.00
7.	2510-6745850 REMOVAL OF PAVEMENT	472.0	SY	\$20.00	\$9,440.00	\$12.00	\$5,664.00	\$18.50	\$8,732.00
8.	2526-8285000 CONSTRUCTION SURVEY	1.00	LS	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00	\$2,600.00	\$2,600.00
9.	2527-9263117 PAINTED PAVEMENT MARKINGS, DURABLE	4.74	STA	\$45.00	\$213.30	\$1,250.00	\$5,925.00	\$1,020.00	\$4,834.80
10.	2528-2518000 SAFETY CLOSURE	2	EACH	\$300.00	\$600.00	\$250.00	\$500.00	\$225.00	\$450.00
11.	2528-8445110 TRAFFIC CONTROL	1.00	LS	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00	\$5,100.00	\$5,100.00
12.	2533-4980005 MOBILIZATION	1.00	LS	\$6,000.00	\$6,000.00	\$3,750.00	\$3,750.00	\$5,000.00	\$5,000.00
<b>Contract Totals</b>					<b>\$84,872.10</b>		<b>\$70,165.00</b>		<b>\$87,801.20</b>
<b>Percent of Estimate</b>					<b>100.00%</b>		<b>82.67%</b>		<b>103.45%</b>



MANATT'S, INC.  
 1775 OLD HIGHWAY 6  
 BROOKLYN, IA 52211-0535

	Item Number/Description	Quantity	Units	Unit Price	Extended Price
1.	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	78.7	CY	\$50.00	\$3,935.00
2.	2109-8225100 SPECIAL COMPACTION OF SUBGRADE	1.77	STA	\$1,200.00	\$2,124.00
3.	2115-0100000 MODIFIED SUBBASE	78.7	CY	\$85.00	\$6,689.50
4.	2214-7450050 BLADING AND SHAPING SHOULDER MATERIAL	1.77	STA	\$2,000.00	\$3,540.00
5.	2301-1033080 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLA...	472.000	SY	\$90.00	\$42,480.00
6.	2301-6911722 PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	1.00	LS	\$1,000.00	\$1,000.00
7.	2510-6745850 REMOVAL OF PAVEMENT	472.0	SY	\$20.00	\$9,440.00
8.	2526-8285000 CONSTRUCTION SURVEY	1.00	LS	\$2,500.00	\$2,500.00
9.	2527-9263117 PAINTED PAVEMENT MARKINGS, DURABLE	4.74	STA	\$1,000.00	\$4,740.00
10.	2528-2518000 SAFETY CLOSURE	2	EACH	\$200.00	\$400.00
11.	2528-8445110 TRAFFIC CONTROL	1.00	LS	\$5,000.00	\$5,000.00
12.	2533-4980005 MOBILIZATION	1.00	LS	\$10,000.00	\$10,000.00
<b>Contract Totals</b>					<b>\$91,848.50</b>
<b>Percent of Estimate</b>					<b>108.22%</b>

# BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: LFM-C050(T22S)--7X-50

Type of Work: PCC Pavement -  
Replace

System: FM

Miles: 0.200

Location and Description : Hwy T-22 S: From S 44th Ave E North 0.20 Miles

See attached plans for project details.

Proposal of: Tk Concrete, Inc.  
Name of Bidder  
1608 Fifield Road  
Street Address  
Pella IA 50219  
City State Zip Code  
39-1898532  
Federal Tax I.D. Number  
641-628-4590 641-628-0064 tvm@vermcergroup.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
60	Late Start Date	4/14/2025	\$0.00
<b>Proposal Guaranty: \$0.00</b>			

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.

Tony Vermeer Tony Vermeer 10/10/24  
Signature Date

\_\_\_\_\_  
Signature Date

Date of Letting: Thursday, October 10, 2024, 01:00 PM, Engineer's Office, Newton, Iowa

**SCHEDULE OF PRICES -- PROPOSAL**  
**Jasper County, Iowa -- Project LFM-C050(T22S)--7X-50**

Type of work : PCC Pavement - Replace

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
Estimated Quantities					
1. 2102 - 2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	78.7	20	1,574
2. 2109 - 8225100	SPECIAL COMPACTION OF SUBGRADE	STA	1.77	1,600	1,770
3. 2115 - 0100000	MODIFIED SUBBASE	CY	78.7	70	5,509
4. 2214 - 7450050	BLADING AND SHAPING SHOULDER MATERIAL	STA	1.77	700	1,239
5. 2301 - 1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	472.000	72	33,984
6. 2301 - 6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1.00	1,250	1,250
7. 2510 - 6745850	REMOVAL OF PAVEMENT	SY	472.0	12	5,664
8. 2526 - 8285000	CONSTRUCTION SURVEY	LS	1.00	3,000	3,000
9. 2527 - 9263117	PAINTED PAVEMENT MARKINGS, DURABLE	STA	4.74	1,250	5,925
10. 2528 - 2518000	SAFETY CLOSURE	EACH	2	250	500
11. 2528 - 8445110	TRAFFIC CONTROL	LS	1.00	6,000	6,000
12. 2533 - 4980005	MOBILIZATION	LS	1.00	3,750	3,750
<b>Total Bid</b>				<b>70,165</b>	

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.

# Addendum 1

LFM-C050(T22S)--7X-50

Jasper County

10/10/2024 01:00 PM

Type of Work: PCC Pavement -  
Replace

System: FM


Miles: 0.200

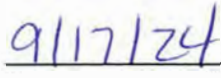
## Addendum Details

Error in quantity for Painted Pavement Markings on Bid Documents. Quantity was shown as 345.72 STA but should be 4.74 STA. Please see revised Sheet E.01.

The Responsibility for notifying potential subcontractors or suppliers lies with the proposal holder.

Bid List changed: discard previous Form of Proposal and use the one that accompanies this addendum.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

Addendum must be signed and attached to Proposal or the bid will be rejected.



# BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: LFM-C050(T22S)--7X-50

Type of Work: PCC Pavement -  
Replace

System: FM

Miles: 0.200

Location and Description : Hwy T-22 S: From S 44th Ave E North 0.20 Miles

See attached plans for project details.

Proposal of: Boulder Contracting, LLC.  
Name of Bidder  
P.O. Box 310 606 E 1st St.  
Street Address  
GRUNDY CENTER IOWA 50638  
City State Zip Code  
27-3072483  
Federal Tax I.D. Number  
641-243-3285 319-538-0131 DAVID@BOULDERCONTRACTING.NET  
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
60	Late Start Date	4/14/2025	\$0.00

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.

David Casarolas DAVID CASAROLAS 10/10/2024  
Signature Date

\_\_\_\_\_  
Signature Date

Date of Letting: Thursday, October 10, 2024, 01:00 PM, Engineer's Office, Newton, Iowa

**SCHEDULE OF PRICES -- PROPOSAL**  
**Jasper County, Iowa -- Project LFM-C050(T22S)--7X-50**

Type of work : PCC Pavement - Replace

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
Estimated Quantities					
1. 2102 - 2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	78.7	42.00	3,305.40
2. 2109 - 8225100	SPECIAL COMPACTION OF SUBGRADE	STA	1.77	1,100.00	1,947.00
3. 2115 - 0100000	MODIFIED SUBBASE	CY	78.7	85.00	6,689.50
4. 2214 - 7450050	BLADING AND SHAPING SHOULDER MATERIAL	STA	1.77	1,850.00	3,274.50
5. 2301 - 1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	472.000	94.00	44,368.00
6. 2301 - 6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1.00	1,500.00	1,500.00
7. 2510 - 6745850	REMOVAL OF PAVEMENT	SY	472.0	18.50	8,732.00
8. 2526 - 8285000	CONSTRUCTION SURVEY	LS	1.00	2,600.00	2,600.00
9. 2527 - 9263117	PAINTED PAVEMENT MARKINGS, DURABLE	STA	4.74	1,020.00	4,834.80
10. 2528 - 2518000	SAFETY CLOSURE	EACH	2	225.00	450.00
11. 2528 - 8445110	TRAFFIC CONTROL	LS	1.00	5,100.00	5,100.00
12. 2533 - 4980005	MOBILIZATION	LS	1.00	5,000.00	5,000.00
<b>Total Bid</b>				<b>87,801.20</b>	

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.

# Addendum 1

LFM-C050(T22S)--7X-50

Jasper County

10/10/2024 01:00 PM

Type of Work: PCC Pavement -  
Replace

System: FM

Miles: 0.200

## Addendum Details

Error in quantity for Painted Pavement Markings on Bid Documents. Quantity was shown as 345.72 STA but should be 4.74 STA. Please see revised Sheet E.01.

The Responsibility for notifying potential subcontractors or suppliers lies with the proposal holder.

Bid List changed: discard previous Form of Proposal and use the one that accompanies this addendum.

 DAVID CARDOSO

Signature

10/10/2024

Date

Addendum must be signed and attached to Proposal or the bid will be rejected.

# BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: LFM-C050(T22S)--7X-50

Type of Work: PCC Pavement -  
Replace

System: FM

Miles: 0.200

Location and Description : Hwy T-22 S: From S 44th Ave E North 0.20 Miles

See attached plans for project details.

Proposal of: Manatts Inc.  
Name of Bidder  
6333 NW Beaver Drive  
Street Address  
Johnston Iowa 50131  
City State Zip Code  
42-1377409  
Federal Tax I.D. Number  
(515) 278-0247 (515) 278-9830 mattu@manatts.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).

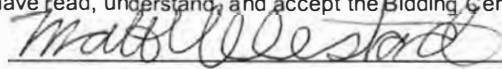
If this bid is accepted, Bidder agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached, to perform the work on a "force-account basis" as provided 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
60	Late Start Date	4/14/2025	\$0.00

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

10/10/24

Date

Signature

Date

Date of Letting: Thursday, October 10, 2024, 01:00 PM, Engineer's Office, Newton, Iowa



**SCHEDULE OF PRICES -- PROPOSAL**  
**Jasper County, Iowa -- Project LFM-C050(T22S)--7X-50**

Type of work : PCC Pavement - Replace

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
Estimated Quantities					
1. 2102 - 2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	78.7	\$50.00	\$3,935.00
2. 2109 - 8225100	SPECIAL COMPACTION OF SUBGRADE	STA	1.77	\$1,200.00	\$2,124.00
3. 2115 - 0100000	MODIFIED SUBBASE	CY	78.7	\$85.00	\$6,689.50
4. 2214 - 7450050	BLADING AND SHAPING SHOULDER MATERIAL	STA	1.77	\$2,000.00	\$3,540.00
5. 2301 - 1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	472.000	\$90.00	\$42,480.00
6. 2301 - 6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1.00	\$1,000.00	\$1,000.00
7. 2510 - 6745850	REMOVAL OF PAVEMENT	SY	472.0	\$20.00	\$9,440.00
8. 2526 - 8285000	CONSTRUCTION SURVEY	LS	1.00	\$2,500.00	\$2,500.00
9. 2527 - 9263117	PAINTED PAVEMENT MARKINGS, DURABLE	STA	4.74	\$1,000.00	\$4,740.00
10. 2528 - 2518000	SAFETY CLOSURE	EACH	2	\$200.00	\$400.00
11. 2528 - 8445110	TRAFFIC CONTROL	LS	1.00	\$5,000.00	\$5,000.00
12. 2533 - 4980005	MOBILIZATION	LS	1.00	\$10,000.00	\$10,000.00
<b>Total Bid</b>				<b>\$91,848.50</b>	

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.

# Addendum 1

LFM-C050(T22S)--7X-50

Jasper County

10/10/2024 01:00 PM

Type of Work: PCC Pavement -  
Replace

System: FM

Miles: 0.200

## Addendum Details

Error in quantity for Painted Pavement Markings on Bid Documents. Quantity was shown as 345.72 STA but should be 4.74 STA. Please see revised Sheet E.01.

The Responsibility for notifying potential subcontractors or suppliers lies with the proposal holder.

Bid List changed: discard previous Form of Proposal and use the one that accompanies this addendum.



10/10/24

Signature

Date

Addendum must be signed and attached to Proposal or the bid will be rejected.

**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: Authorization to Transact Business", on page 3 of the "Instructions to Bidders".)*
- 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: 06 / 01 / 1998 to Current / Address: 6333 NW Beaver Dr.  
City, State, Zip: Johnston, Iowa 50131
- Dates: 06 / 01 / 1947 to Current / Address: 1775 Old 6 Road  
City, State, Zip: Brooklyn, Iowa 52211
- Dates:  / / to  / / Address:  / / /  
City, State, Zip:  / / /

*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 bidders who are residents? 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: Manatts, Inc.

Signature: *Matthew West*

Date: 10/10/2024

**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.**

309-6001 02-14

# BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: LFM-C050(T22S)--7X-50

Type of Work: PCC Pavement -  
Replace

System: FM

Miles: 0.200

**Location and Description : Hwy T-22 S: From S 44th Ave E North 0.20 Miles**

See attached plans for project details.

Proposal of: Jasper Construction Services, Inc.  
 Name of Bidder  
928 N. 19th Ave E.  
 Street Address  
Newton IA 50208  
 City State Zip Code  
39-1870523  
 Federal Tax I.D. Number  
641-792-8650 641-792-7088 jasper@jasperco.com  
 Phone Fax Email

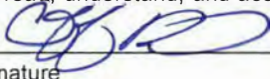
The bidder hereby certifies that no other principal is involved in or has an interest in this proposal; that the bidder has thoroughly examined the plans and specifications and this contract form and is aware of the provisions contained herein; that the bidder has examined the site of the work and understands 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
60	Late Start Date	4/14/2025	\$0.00
<b>Proposal Guaranty: \$0.00</b>			

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.

 10/10/24  
 Signature Date  
 \_\_\_\_\_  
 Signature Date

Date of Letting: Thursday, October 10, 2024, 01:00 PM, Engineer's Office, Newton, Iowa



**SCHEDULE OF PRICES -- PROPOSAL**  
**Jasper County, Iowa -- Project LFM-C050(T22S)--7X-50**

Type of work : PCC Pavement - Replace

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
Estimated Quantities					
1. 2102 - 2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	78.7	25.00	1967.50
2. 2109 - 8225100	SPECIAL COMPACTION OF SUBGRADE	STA	1.77	2500.00	4425.00
3. 2115 - 0100000	MODIFIED SUBBASE	CY	78.7	90.00	7083.00
4. 2214 - 7450050	BLADING AND SHAPING SHOULDER MATERIAL	STA	1.77	1000.00	1770.00
5. 2301 - 1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	472.000	120.00	56640.00
6. 2301 - 6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1.00	2000.00	2000.00
7. 2510 - 6745850	REMOVAL OF PAVEMENT	SY	472.0	20.00	9440.00
8. 2526 - 8285000	CONSTRUCTION SURVEY	LS	1.00	2750.00	2750.00
9. 2527 - 9263117	PAINTED PAVEMENT MARKINGS, DURABLE	STA	345.72	1100.00	5214.00
10. 2528 - 2518000	SAFETY CLOSURE	EACH	2	225.00	450.00
11. 2528 - 8445110	TRAFFIC CONTROL	LS	1.00	5500.00	5500.00
12. 2533 - 4980005	MOBILIZATION	LS	1.00	6000.00	6000.00
<b>Total Bid</b>				<b>103,239.50</b>	

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.

Resolution No. \_\_\_\_\_

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

BE IT RESOLVED that the Jasper County, Iowa roadway easements and other interests upon the real estate described below are no longer necessary for any public purpose and ought now be vacated in the manner allowed by law, reserving however all of such area for general public utility usage.

FURTHER RESOLVED that by Iowa Code 306.11 which states "If the proposed vacation is of part of a road right-of-way held by easement and will not change the existing traveled portion of the road or deny access to the road by adjoining landowners, a hearing is not required" a public hearing was not held since there was no evidence found to indicate that any of the described portions of roadway are currently used for roadway purposes.

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

**PARCEL - 1**

**That part of Parcel "J" as recorded in Book 970, Page 599 in the Jasper County, Iowa, Recorder's Office located in the Southeast Quarter of the Northeast Quarter of Section 2, Township 79 North, Range 17 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:**

**Commencing at the southeast corner of said Parcel "J";  
thence on an assumed bearing North 00 degrees 15 minutes 01 seconds West 40.00 feet along the east line of said Parcel "J" to the present right of way line of a Jasper County Highway;  
thence South 89 degrees 41 minutes 21 seconds West 86.22 feet along said present right of way line to the to the point of beginning;  
thence North 59 degrees 54 minutes 25 seconds West 96.91 feet;  
thence North 18 degrees 37 minutes 30 seconds West 170.62 feet to the said present right of way line;  
thence South 33 degrees 20 minutes 26 seconds East 251.67 feet along said present right of way line to the point of beginning.**

**Said tract contains 0.13 acres.**

BE IT HEREBY FURTHER RESOLVED that the aforesaid property and all interests of Jasper County, Iowa in and to said property be, and are hereby, conveyed to the owners of record (both legal and equitable titleholders as their respective interests may appear), an equal split of the adjacent strip to record owners of such respective adjoining parcels or as agreed upon by said owners, subject to reservation of utility use thereof. Upon subsequent formal or informal request by any such adjoining landowner or successors in interest and preparation of all documents by said landowners at their sole expense and to the satisfaction of the Jasper County Attorney as to both form and content, Jasper County, Iowa, by and through the chairperson of its Board of Supervisors and its Auditor shall execute and deliver appropriate conveyancing instruments reserving utility use interests only.

The Auditor of Jasper County, Iowa is hereby directed to promptly file in the office of the Jasper County Recorder a certified copy of this Resolution.

Passed and Approved this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Doug Cupples  
Chairman Board of Supervisors

\_\_\_\_\_  
Brandon Talsma  
Board of Supervisors

\_\_\_\_\_  
Denny Stevenson  
Board of Supervisors

ATTEST: \_\_\_\_\_  
Jenna Jennings  
County Auditor

INDEX LEGEND

COUNTY: Jasper  
SECTION: 2, T-79N, R-17W, SE 1/4 of the NE 1/4  
SURVEY FOR: Jasper County Engineer, Newton, IA  
OWNERS: Christopher E. Hunter & Meaghan Hunter,  
Grinnell, IA  
REFERENCED DOCUMENTS: Book 970, Page 599  
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 VACATION PLAT - PARCEL 1**  
**SE 1/4 of the NE 1/4, SEC. 2, T-79N, R-17W**  
**JASPER COUNTY, IOWA**

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

DESCRIPTION OF PARCEL - 1

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thence North 18 degrees 37 minutes 30 seconds West 170.62 feet to the said present right of way line;  
thence South 33 degrees 20 minutes 26 seconds East 251.67 feet along said present right of way line to the point of beginning.

Said tract contains 0.13 acres.

SURVEYOR'S NOTE

The intent of this survey is to vacate the present established Jasper County Highway Easement described. Said vacated easement shall remain part of Parcel "J".

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. (5/8" yellow plastic capped rebar, P.L.S. #9763, unless otherwise noted)



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

My license renewal date is 12/31/2025

Pages covered by this seal: 1 - 2

*Jason S. Lowry*  
Jason S. Lowry

Iowa Lic. No. 22291

10/10/2024

Date

**LOWRY LAND SERVICES, L.L.C.**

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

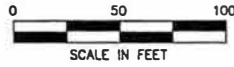
PROJ. NO. 9824

DATE OF SURVEY: 10/01/24

PAGE 1

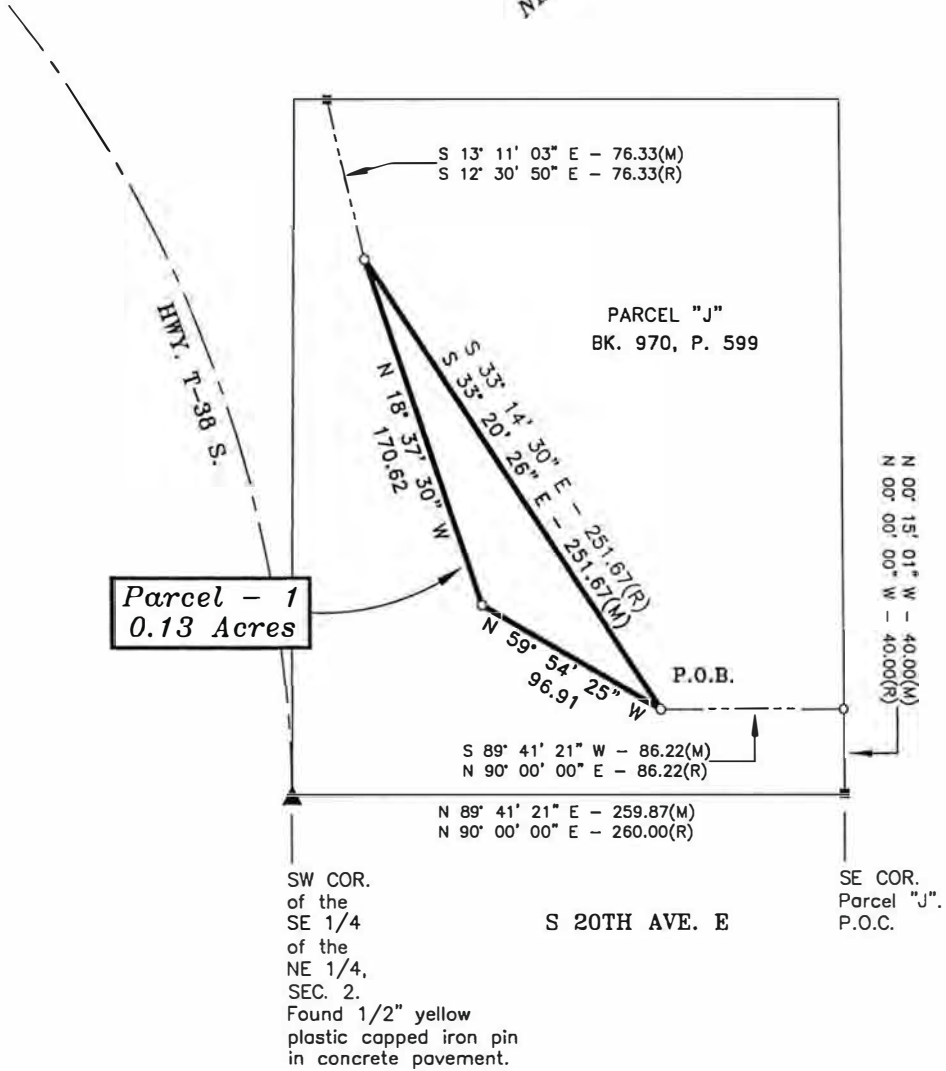


RIGHT OF WAY VACATION PLAT - PARCEL 1  
 SE 1/4 of the NE 1/4, SEC. 2, T-79N, R-17W  
 JASPER COUNTY, IOWA



----- Jasper County Hwy. Easement

SE 1/4  
 NE 1/4





## STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form - **modified**)

NOW ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024, **Snyder & Associates, Inc.**, 2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and Jasper County Engineering Office, 910 North 11th Avenue East, Newton, Iowa 50208 (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: County Highway F-48 Resurfacing from Polk County Limits to Colfax City Limits
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

**ADDITIONAL TERMS AND CONDITIONS**

- 9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
- 10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
- 11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- 12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to Jasper County District Court. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
- 13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
- 14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
- 15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
- 16. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:


**Exhibit A Scope of Services**  
**Exhibit C Project Location**

**Exhibit B Standard Fee Schedule**  
**Exhibit**

Jasper County Iowa (Client)

**SNYDER & ASSOCIATES, INC. (Professional)**

By: \_\_\_\_\_  
 (Authorized agent)

By:  \_\_\_\_\_  
Digitally signed by Mark A. Land, P.E.,  
 CF M  
 Da ee:2024.10.10 15:30:05 -05' 00  
 (Authorized agent)

\_\_\_\_\_  
 (Printed or typed signature)

**Mark A. Land, P.E., CFM**  
 \_\_\_\_\_  
 (Printed or typed signature)

Route executed copy to: AGB



## **EXHIBIT "A"**

### **I. NAME OF PARTIES OF THE AGREEMENT**

This Agreement made by and between the Jasper County Engineering Office, hereinafter called "COUNTY" or "OWNER" and Snyder & Associates, Inc., 2727 SW Snyder Boulevard, Ankeny, Iowa, a corporation, hereinafter called "PROFESSIONAL" as follows:

### **II. NAME OF PROFESSIONAL SERVICE**

It is understood that this project includes milling/scarification and HMA overlay of existing roadway surface along County Highway F-48 beginning at the Jasper County / Polk County line (approximately on the east leg of F48W and W 148<sup>th</sup> Street S / NE 120<sup>th</sup> Street) to the western city limits of the City of Colfax (approximately 530' west of S Hastings Avenue). This project will also include the replacement of Jasper County bridge 010 over an unnamed tributary to Squaw Creek with a precast box culvert. It is understood the milling and overlay will not raise existing surface elevations of the roadway. It is understood that COUNTY administered a Local Road Safety Plan along this project corridor and desires to implement the recommended improvements into this project. Based on the Local Road Safety Plan received from the COUNTY these improvements include: retroreflective edge line and centerline, paved shoulder with safety edge, edge line and centerline rumble strips, review of curve signage, and clear and grub along the shoulder/ditches. It is understood that the existing roadway is a rural section with ditches. It is understood that this project will be funded by Farm to Market, Federal Aid, local sources, and potentially the Highway Safety Improvement Program (HSIP). It is anticipated that this project will be environmentally cleared through the Iowa DOT by Countersigned Categorical Exclusion, refer to Section V for additional information. It is understood that the project will be let through the Iowa DOT Contracts Bureau and will include one plan set and one bid letting. It is understood that one (1) set of bid letting plans and specifications will be prepared. It is understood that the PROFESSIONAL shall not commence work until the Professional Services Agreement has been approved and signed by the COUNTY.

### **III. BASIC SCOPE OF SERVICES**

#### **A. PROJECT ADMINISTRATION AND MANAGEMENT**

PROFESSIONAL will provide overall project management and control of the design contract for project personnel, planning, scheduling, and adjustments.

1. PROFESSIONAL will provide monthly progress reporting and billing statements for COUNTY review and approval.
2. PROFESSIONAL will attend up to two (2) meetings with COUNTY staff to review project progress, coordinate work, field questions, and resolve issues. PROFESSIONAL will prepare meeting notes and distribute them to attendees.
3. PROFESSIONAL will coordinate with City of Colfax staff and Iowa DOT staff related to the project and specific design elements that may impact those



jurisdictions/agencies. Virtual meetings will be held, as needed, to coordinate design efforts and plan development.

4. PROFESSIONAL will assist in preparing and submitting necessary permits for the project including Iowa DOT Perform Work Within State Highway ROW and NPDES Permit, if required. COUNTY shall pay all required permit fees through a pass-through task on invoicing.
5. PROFESSIONAL will assist COUNTY in preparation for the Highway Safety Improvement Program application, which is administered by the Iowa DOT.

#### B. TOPOGRAPHIC SURVEY

Topographic survey is not included in this scope of services.

#### C. DATA COLLECTION

1. PROFESSIONAL will perform record drawing research through Iowa DOT's online research portal. PROFESSIONAL will further perform record drawing requests with the COUNTY. It is anticipated that all improvements will be performed using record drawings, Iowa DOT stationing, mileposts, quantity tabulations, and typical sections with field verification review. Jasper County Assessor's parcel boundary lines will be used for reference on the base map. No boundary survey or topographic survey will be performed for this project. If topographic survey or boundary survey is deemed necessary to complete the design of the improvements, it shall be considered an additional service.
2. PROFESSIONAL shall depict known utility mapping information based on record information, surface evidence, as-built drawings, and utility company mapping information. No field locates are anticipated with this project. This service includes the use of Iowa One Call's Design Information Request (DIR) System to identify known utilities that subscribe to Iowa One Call. PROFESSIONAL shall perform field review of the corridor to identify surface features that may be impacted by the project. Utilities as depicted as a result of this activity will constitute a Quality Level "D" effort in accordance with ASCE 38 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. Private utilities are the responsibility of the owner of such private utilities and shall not be identified as a part of this project unless included as a separate item.
3. PROFESSIONAL shall perform a field review of existing roadway signage for compliance with current MUTCD guidance. PROFESSIONAL will prepare a general summary of the existing curve signage inventory to identify deficiencies that do not meet MUTCD guidance. PROFESSIONAL will include updated signage into design and construction plans, if directed by COUNTY.
4. PROFESSIONAL shall perform a field review of existing roadway guardrail systems. PROFESSIONAL will prepare a general summary of the existing guardrail inventory to identify systems that do not meet current Iowa DOT standards. If directed by the COUNTY to perform guardrail design and develop into construction plans, it shall be considered an additional service.

5. PROFESSIONAL shall perform a field review of clear zone distances for existing roadway culverts. PROFESSIONAL will prepare a general summary of the existing roadway culvert clear zone inventory to identify locations that do not meet current Iowa DOT standards. If directed by the COUNTY to perform guardrail design, culvert extension design, or similar work, it shall be considered an additional service.
6. PROFESSIONAL shall perform horizontal and vertical geometry review of the two curves along Highway F48W at W 124<sup>th</sup> Street S within the project limits. This review will include horizontal curve geometry, vertical sight distance, stopping sight distance, and intersection decision sight distance. These review elements will follow Iowa DOT Design Manual guidelines. This review will be based on available as-built plans, aerial-based mapping, and Lidar contours. No topographic survey will be performed. PROFESSIONAL will summarize the findings in a memorandum for the COUNTY review and consideration. If directed by the COUNTY to perform roadway improvements at these locations, it shall be considered an additional service.

#### D. EXISTING REINFORCED BOX CULVERT EVALUATION

PROFESSIONAL shall perform a field review and structure evaluation for up to six (6) reinforced concrete culverts within the project limits. It is understood that the COUNTY will be performing the structure evaluations on all circular culverts. Services will include:

1. Observe and record existing conditions based on visual observation or sounding and probing as practicable.
2. Identify the general condition of structure members.
3. Make sketches on-site for records, primarily to document the observed condition of structures.
4. Take general measurements of the structure as needed for quantity estimates.
5. Record condition observations and measurements.
6. An allowance is included in this scope to obtain measurements and estimated quantities for structure components that appear to be in need of immediate repair to maintain serviceability.
7. Preparation of a summary report of the field visit findings including:
  - i. General structure description.
  - ii. Description of conditions observed.
  - iii. List of items (repairs / reinforcing) and additional work (extensions, fence, etc) intended to be included in repair work.
  - iv. Opinion of probable construction costs for repair or modifications to the existing structure.

E. HYDROLOGIC AND HYDRAULIC ANALYSIS

PROFESSIONAL will perform the following services related to the hydraulic evaluation of the existing Jasper County bridge 010.

1. Flood discharges will be computed using regional regression equation methodology.
2. It is assumed a culvert will be used as the structure to replace the existing bridge.
3. Hydraulic modeling of the existing bridge will be performed using the Iowa Bridge Backwater program.
4. Hydraulic modeling of the culvert will be performed using the Iowa DOT Culvert program.
5. The existing bridge and proposed culvert will be analyzed for the 10-, 50-, 100-, 200-, and 500-year flood events.
6. Headwater will be calculated for the culvert and compared to the Iowa DOT and SUDAS design recommendations.
7. Comparison of the hydraulic results of the existing bridge and the proposed culvert will be performed and an evaluation of possible adverse effects due to the proposed culvert structure.
8. Control measures will be evaluated to mitigate erosional effects caused by the proposed culvert outlet velocities.
9. A technical hydraulic memorandum of the analysis will be prepared.
10. Local flood plain permitting will be submitted if required.
11. An Iowa DNR floodplain permit is not required since the existing bridge is located in an unincorporated area with a drainage area of less than 100 square miles.
12. Analysis for a replacement bridge structure is not included in this scope of services and can be added to the scope through a Supplemental Agreement.

F. ROADWAY DESIGN AND PLAN PREPARATION

PROFESSIONAL will perform these services under a Supplemental Agreement.

G. STRUCTURAL BOX CULVERT OR BRIDGE DESIGN AND PLAN PREPARATION

PROFESSIONAL will perform these services under a Supplemental Agreement.

F. BID PERIOD ASSISTANCE

PROFESSIONAL will perform these services under a Supplemental Agreement.

#### G. CHANGES IN SCOPE OF SERVICES

Changes in Scope of Services may include but are not limited to, expanding the scope or limits of the PROJECT and work to be completed, requesting the development of various documents outside of those noted in this agreement, or requesting additional work items that increases the Professional Services and corresponding costs. Upon initiation of Additional Services, the PROFESSIONAL will submit the estimated cost. Such costs will be based on the current hourly rates and fixed expenses as outlined in the PROFESSIONAL's Standard Fee Schedule (as shown in Exhibit "B").

If at any time during the work the PROFESSIONAL determines that its actual costs will exceed the estimated actual costs, the PROFESSIONAL will promptly notify the COUNTY, in writing, and describe what costs are causing the overrun and the reason. The PROFESSIONAL shall not exceed the estimated actual costs without the prior written approval of the COUNTY. If the PROFESSIONAL exceeds the estimated actual costs for any reason before the COUNTY is notified in writing, the COUNTY will have the right, at its discretion, to deny the request for additional services. The fee amounts will not be changed unless there is a substantial change in the PROJECT time, character, or complexity of the services covered by the Agreement.

For the PROFESSIONAL to receive approval to use Additional Services, the PROFESSIONAL will prepare a change order for COUNTY approval in the amount agreed upon for the work. The change order will describe the work and the amount of time needed to complete this work.

Work that is typically included as Additional Services includes, but is not limited to:

1. Subsurface utility Engineering (SUE)
2. COUNTY or Iowa DOT requested significant PROJECT revisions
3. Public utility (storm sewer, water main, sanitary sewer) infrastructure evaluation and design
4. Structural design, not provided herein
5. Topographic and boundary survey
6. Construction Engineering services including administration, observation, field and material testing
7. Right of way and easement platting, acquisition, or negotiation services
8. Geotechnical investigation or reporting
9. Special onsite trips for property owner meetings
10. Additional meetings beyond the scope provided herein
11. Traffic studies
12. Landscape architecture
13. Environmental investigations and reporting not included herein

#### V. ADDITIONAL SERVICES

*The following services will be performed by the PROFESSIONAL only as approved by the COUNTY through a written notice to proceed.*



A. CATEGORICAL EXCLUSION

The National Environmental Policy Act (NEPA) of 1969, as amended, establishes a national policy for protecting the environment. NEPA provides for the analysis and comparison of alternative impacts for a proposed project seeking federal funding or approval. The proposed improvements constitute a federal action and are subject to requirements set forth in the National Environmental Policy Act (NEPA). The Federal Highway Administration (FHWA) and Iowa DOT Location and Environment Bureau (LEB) may determine that the project will require a countersigned Categorical Exclusion (CE). The proposed action is not anticipated to have a significant environmental impact from existing conditions. The fee for this project represents the completion of a countersigned CE. If, based on the findings of the CE, the Iowa DOT recommends the completion of additional NEPA documentation, the PROFESSIONAL will prepare and present to the COUNTY, a contract amendment for additional services.

B. WETLAND AND STREAM DELINEATION

The PROFESSIONAL will provide Wetland and Stream Delineation for the above referenced project. The Delineation will be performed during the growing season to determine the upper boundaries of wetland and stream areas at the project site. The PROFESSIONAL will review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search. On-site visits will be performed during the growing season to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils. The boundary of each wetland and stream located within the project limits will be surveyed. Field work will be conducted in accordance with procedures outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual and Regional Supplements. The PROFESSIONAL will provide copies of the Wetland and Stream Delineation Report summarizing the findings of the data searches and the on-site wetland delineation.

C. THREATENED AND ENDANGERED SPECIES HABITAT SURVEY

The PROFESSIONAL will evaluate potential threatened and endangered (T&E) species habitat at the project site. The PROFESSIONAL will conduct a web search for all pertinent information regarding T&E species and their potential for existence in the project area. The PROFESSIONAL will complete a site visit to identify potential habitat within the project area. Potential areas will be documented and photographed. Approximate boundaries will be surveyed with GPS equipment. A report documenting the findings and all pertinent information identified during the research period will be provided to the client.

D. WATERS OF THE US PERMITTING

A permit application will be submitted to the US Army Corps of Engineers (USACE). The PROFESSIONAL will act as the Authorized Agent throughout the permitting process. During this process, the PROFESSIONAL will respond to inquiries from USACE. The PROFESSIONAL will submit a 404 joint permit application to the USACE on the COUNTY's behalf.

E. PHASE I ARCHAEOLOGICAL SURVEY

The Phase I Archaeological Survey will be completed to identify, delineate, and describe archaeological resources within the project area to identify potential National Register of Historic Places (NRHP)-eligible sites. The proposed project will carry out a Phase I cultural resources survey for the proposed County Highway F48W resurfacing and bridge replacement in Jasper County, Iowa. All proposed research will follow standards for archaeological investigations in Iowa defined by the Association of Iowa Archaeologists Guidelines (2022). The PROFESSIONAL will complete the following tasks:

1. Review of historic plat maps, historic records, archaeological site records, and historic architectural inventories.
2. Description of the project area, including maps and representative photographs.
3. Archaeological field investigations that will include pedestrian survey and systematic subsurface testing of areas with high archaeological potential or <25% ground surface visibility.
4. Analysis and interpretation of identified artifacts and sites.
5. Preliminary evaluation of identified archaeological resources within the area of potential effect, including National Register recommendations for those resources.
6. A technical report will be provided to the COUNTY based on IA SHPO standards. Research methods and final report preparation will help to fulfill compliance requirements of Section 106 of the National Historic Preservation Act.
7. The PROFESSIONAL will provide deliverables digitally in the form of a pdf document of the cultural resource report, including project maps and photographs, all GPS coordinates if collected, and if any avoidance areas are recommended, they will be provided in either KMZ or GIS shapefile format to the COUNTY.

VI. RESPONSIBILITY OF THE COUNTY

At its own expense, the COUNTY shall have the following responsibilities regarding the execution of the Contract by the PROFESSIONAL.

A. PROJECT OFFICER

The COUNTY shall name a project officer to act as the County's representative with respect to the work performed under this Agreement. All correspondence with COUNTY relating to PROJECT shall be directed to the Project Officer and the Project Officer shall be invited to all progress meetings and other meetings called during the PROJECT.

B. PROMPT RESPONSE

To prevent an unreasonable delay in the PROFESSIONAL'S work, the COUNTY will examine all reports, drawings, specifications, and other documents and will provide

authorizations in writing to the PROFESSIONAL to proceed with work within a reasonable time period.

**C. PROJECT REQUIREMENTS**

The PROFESSIONAL will require assistance from the COUNTY in locating roadway as-built documents, existing mapping information, and attending design meetings to discuss PROJECT elements.

**VI. WORK SCHEDULE**

The PROFESSIONAL understands the general proposed schedule for this project is as follows assuming the Notice to Proceed is approved by the COUNTY on the date noted:

Notice to Proceed received from COUNTY	November 1, 2024
Submit HSIP Application	November 15, 2024
Submit Hydraulic Memo to COUNTY	November 30, 2024
Data collection and data research	December 31, 2024
Submittal of Supplemental Agreement for Additional Design	January 3, 2025
Approval of Supplemental Agreement	January 14, 2025
Submit Concept Statement	March 18, 2025
Submit Preliminary Plans	June 17, 2025
Submit Check Plans	August 5, 2025
Submit Final Plans and Project Development Certificate	September 16, 2025
Bid letting	December 16, 2025**
Begin construction	Spring 2026

\*\* Current NEPA clearances through the Iowa DOT Location and Environment Bureau have required six (6) months on recent projects for Categorical Exclusions. PROFESSIONAL will attempt to meet the established bid letting but is not responsible for delays in the schedule which are beyond the PROFESSIONAL's control.

**VII. COMPENSATION AND TERMS OF PAYMENT**

The COUNTY shall reimburse the PROFESSIONAL in accordance with the terms and conditions of this Agreement.

**A. BASIC SERVICES**

The PROFESSIONAL will perform Project Administration and Management, Data Collection, Engineering Design and Plan Preparation, and Bid Period Assistance tasks as outlined in the Scope of Services on a lump sum basis.

The following is a breakdown of the fee amounts for Basic Services on the PROJECT.

**F-48 W Resurfacing and Bridge Replacement - Basic Services**

Task	Description	Fee
1	Project Administration and Management	\$ 8,400
2	Data Collection	\$ 9,800
3	Existing Box Culvert Evaluation	\$ 13,500
4	Hydrologic and Hydraulic Analysis	\$ 10,000
5	Preliminary Roadway Design	***
6	Preliminary Culvert Design	***
7	Final Roadway Design	***
8	Final Culvert Design	***
9	Bid Assistance	***
	Direct Expenses (Mileage and Printing)	<u>\$ 400</u>
	Lump Sum Total	\$ 42,100

\*\*\* These tasks will be performed under a Supplemental Agreement.

**B. ADDITIONAL SERVICES**

The PROFESSIONAL will perform Additional Services as noted in Section V at the direction of the COUNTY. *These services will be performed by the PROFESSIONAL only as approved by the COUNTY through a written notice to proceed.* These services will be performed on a lump sum basis, per task approved.

The following is a breakdown of the fee amounts for Additional Services on the PROJECT.

**F-48 W Resurfacing and Bridge Replacement - Additional Services**

Task	Description	Fee
1	Categorical Exclusion	\$ 25,000
2	Wetland and Stream Delineation	\$ 6,000
3	Threatened and Endangered Species	\$ 5,000
4	Waters of the US Permitting	\$ 2,500
5	Phase I Archaeological Survey	<u>\$ 10,000</u>
	Lump Sum Total	\$ 48,500

**VIII. METHOD OF PAYMENT**

The PROFESSIONAL shall submit invoices for professional services to the COUNTY on a thirty (30) day basis under separate cover and shall be paid by the COUNTY within fourteen (14) days after approval by the Board of Supervisors. The COUNTY shall pay the PROFESSIONAL a percentage of the total fee for each phase or a cost not to exceed the amount shown. Invoices shall include sufficient documentation to explain the charges.



## EXHIBIT "B"

**SNYDER & ASSOCIATES, INC.**  
**2024**  
**STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate
<b>Professional</b>	
<i>Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Archaeologist, Right-of-Way Agent, Graphic Designer</i>	
Principal II	\$252.00 /hour
Principal I	\$237.00 /hour
Senior	\$216.00 /hour
VIII	\$198.00 /hour
VII	\$187.00 /hour
VI	\$178.00 /hour
V	\$166.00 /hour
IV	\$153.00 /hour
III	\$141.00 /hour
II	\$128.00 /hour
I	\$115.00 /hour
<b>Technical</b>	
<i>CADD, Survey, Construction Observation</i>	
Lead	\$150.00 /hour
Senior	\$144.00 /hour
VIII	\$134.00 /hour
VII	\$124.00 /hour
VI	\$111.00 /hour
V	\$101.00 /hour
IV	\$91.00 /hour
III	\$82.00 /hour
II	\$75.00 /hour
I	\$66.00 /hour
<b>Administrative</b>	
II	\$77.00 /hour
I	\$63.00 /hour
<b>Reimbursables</b>	
Mileage	<i>current IRS standard rate</i>
Outside Services	<i>As Invoiced</i>

### EXHIBIT "C" Project Location Map



October 8, 2024

Tuesday, October 8, 2024, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Stevenson and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Stevenson, seconded by Cupples to approve Jamie Robinson, Emergency Management, EMA Initial EMT Training Fund up to \$8,000.

YEA: CUPPLES, STEVENSON, TALSMA

Motion by Stevenson, seconded by Cupples to adopt Resolution 24-90, a resolution approving the appointments for 7 new Reserve Deputies with updated effective date of October 9, 2024.

YEA: CUPPLES, STEVENSON, TALSMA

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

Motion by Cupples, seconded by Stevenson to approve the quote presented by Mike Frietsch for grader and truck blade cutting edge from EB Equipment Blades Inc. for \$46,064.74.

YEA: CUPPLES, STEVENSON, TALSMA

Motion by Cupples, seconded by Stevenson to approve the Records Quarterly Report, from July through September 2024.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to approve claims paid through October 8, 2024.

YEA: CUPPLES, STEVENSON, TALSMA

Motion by Cupples, seconded by Stevenson to approve the Board of Supervisors minutes from October 8, 2024.

YEA: CUPPLES, STEVENSON, TALSMA

There were no Board Appointments.

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

YEA: STEVENSON, CUPPLES, TALSMA

ROLL CALL YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to come out of Closed Session.

Motion by Cupples, seconded by Stevenson to enter into a Closed Session requested by Doug Bishop in accordance with Iowa Code Section 21.5(c) to discuss strategy with council in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in the litigation.

YEA: STEVENSON, CUPPLES, TALSMA

ROLL CALL YEA: CUPPLES, STEVENSON, TALSMA

Motion by Stevenson, seconded by Cupples to come out of Closed Session.

There was no work session.

Motion by Stevenson, seconded by Cupples to adjourn the Tuesday, October 8, 2024, meeting of the Jasper County Board of Supervisors.

YEA: STEVENSON, CUPPLES, TALSMA

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Mackenzie Moss, Auditor Clerk

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Brandon Talsma, Chairman