



BOARD OF SUPERVISORS

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

Denny Stevenson

Doug Cupples

Brandon Talsma

March 26, 2024

9:30 a.m.

www.jasperia.org

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

Meeting ID: 812 374 4948

Dial In: +1-646-931-3860

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

Pledge of Allegiance



Item 1 Public Hearing – Engineer – Mike Frietsch

- a) Public Hearing for Alley and Street Right-of-Way Vacation in Ira – (PIN) 0232380001
The South One Half of North Street lying along the north side of Block 4, and the North-South alley lying along the west side of Lots 1 and 2 of Block 4, Rippey's First Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 197, page 274 in the Jasper County, Iowa, Recorder's Office.
- b) Approval of Resolution for Alley and Street Right-of-Way Vacation and Conveyance of Property to (PIN) 0232380001
- c) Public Hearing for Alley and Street Right-of-Way Vacation in Ira – (PIN) 0232380002
The North-South alley lying along the west side of Lots 3 and 4 of Block 4, Rippey's First Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 197, Page 274 in the Jasper County, Iowa, Recorder's Office.
- d) Approval of Resolution for Alley and Street Right-of-Way Vacation and Conveyance of Property to (PIN) 0232380002
- e) Public Hearing for Alley and Street Right-of-Way Vacation in Ira – (PIN) 0232380003
The East-West alley lying along the north side of Block 4, and the North-South alley lying along the west side of Lot 1 of Block 4, Original Plat of the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 130, Page 62 in the Jasper County, Iowa, Recorder's Office.
- f) Approval of Resolution for Alley and Street Right-of-Way Vacation and Conveyance of Property to (PIN) 0232380003

Item 2 Engineer – Mike Frietsch

- a) Approval of Check Plans for HMA Resurfacing with Milling for E 142nd St S
- b) Granular Resurfacing Rock Bids (FY2025)

Item 3 Public Hearing – Community Development – Kevin Luettters

- a) Ordinance #40D Jasper County Building Regulations.

Item 4 Ryan Eaton, IT & Stacy Von Dielingen, Assessor

- a) GIS\Assessor imagery flyover contract



BOARD OF SUPERVISORS

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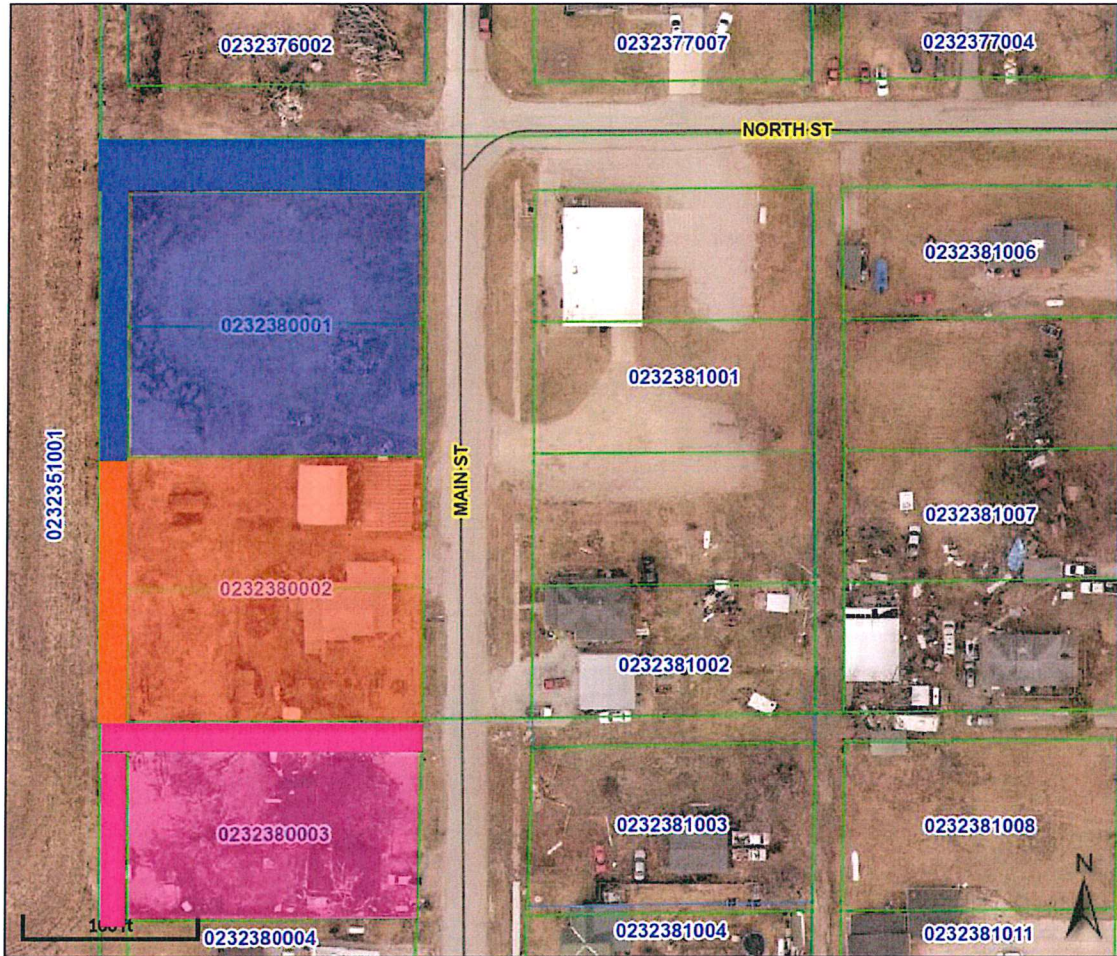
- Item 5** Approval of Subdivision Plat Name
 - a) The Meadows at Monroe Plat 3 in Monroe City Limits
- Item 6** Approval of Claims Paid through 03/26/2024
- Item 7** Approval of Board of Supervisors minutes for March 19 & 20, 2024
- Item 8** Board Appointments

PUBLIC INPUT & COMMENTS

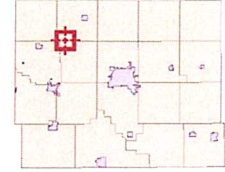
**After Regular Meeting
Work Session**



Jasper County, IA



Overview



Legend

Parcels

Parcel

BLL

Corporate Limits

Lots

Roads

Local

Primary Highway

Secondary Highway

Other

LOTID = 1

Shape_Length = 442.66528485428938

Jasper County Data Disclaimer

Please Read Carefully

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

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

Date created: 3/7/2024

Last Data Uploaded: 3/7/2024 2:31:55 AM

Developed by  Schneider
GEOSPATIAL

Resolution No. _____

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

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

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

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

The South One Half of North Street lying along the north side of Block 4, and the North-South alley lying along the west side of Lots 1 and 2 of Block 4, Rippey's First Addition to the Town of Ira (also known as Millard), Jasper County, Iowa as recorded in Book 197, Page 274 in the Jasper County, Iowa, Recorder's Office..

BE IT HEREBY FURTHER RESOLVED that the aforesaid property and all interests of Jasper County, Iowa in and to said property be, and are hereby, conveyed to **Parcel Identification Number (PIN) 0232380001** (both legal and equitable titleholders as their respective interests may appear), subject to reservation of utility use thereof. Upon subsequent formal or informal request by any such adjoining landowner or successors in interest and preparation of all documents by said landowners at their sole expense and to the satisfaction of the Jasper County Attorney as to both form and content, Jasper County, Iowa, by and through the chairperson of its Board of Supervisors and its Auditor shall execute and deliver appropriate conveyancing instruments reserving utility use interests only. The Auditor of Jasper County, Iowa is hereby directed to promptly file in the office of the Jasper County Recorder a certified copy of this Resolution.

Passed and Approved this ___th day of _____ 2024.

Brandon Talsma
Chairman Board of Supervisors

Doug Cupples
Board of Supervisors

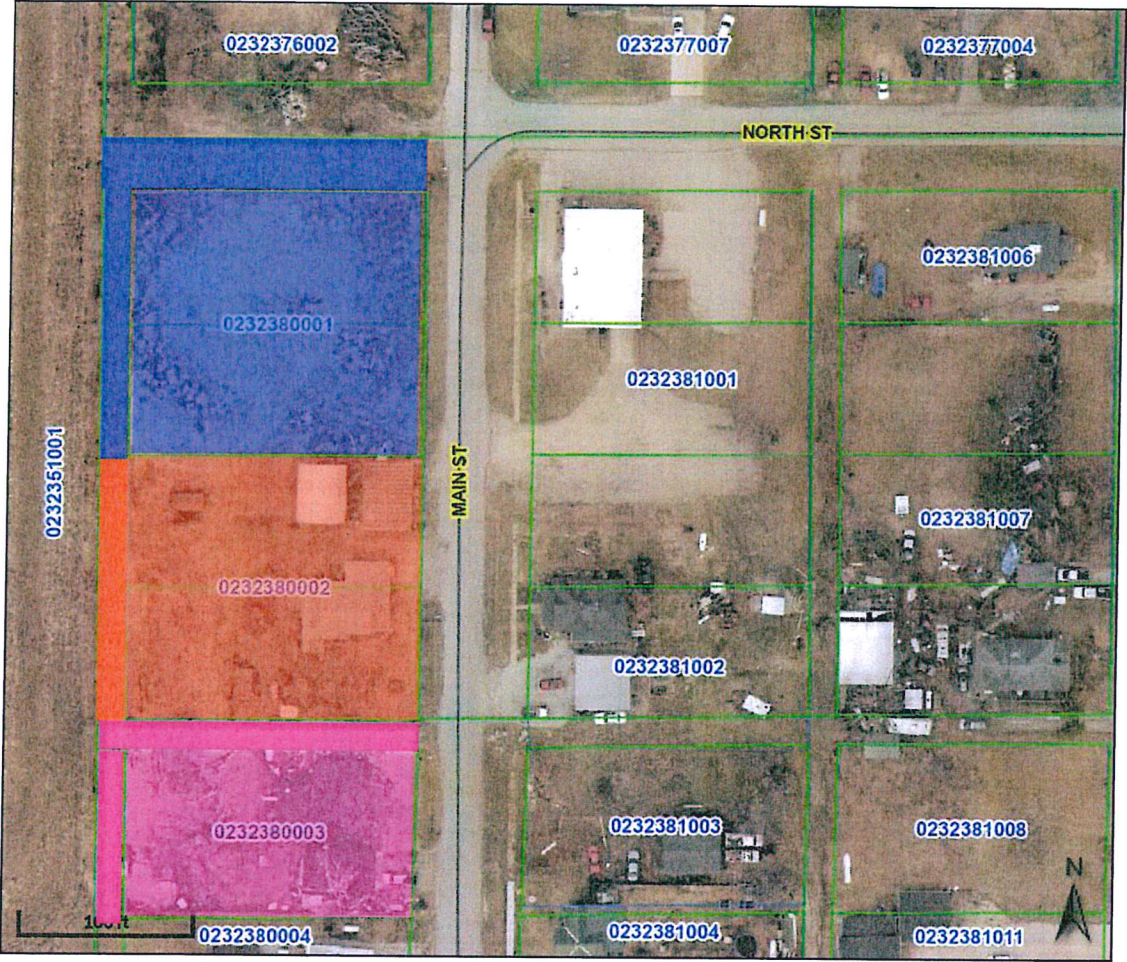
Denny Stevenson
Board of Supervisors

ATTEST:

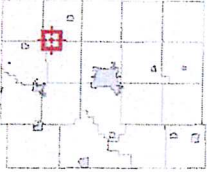
Jenna Jennings
County Auditor



Jasper County, IA



Overview



Legend

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

LOTID = 1 Shape_Length = 442.66528485428938

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Chairman Board of Supervisors

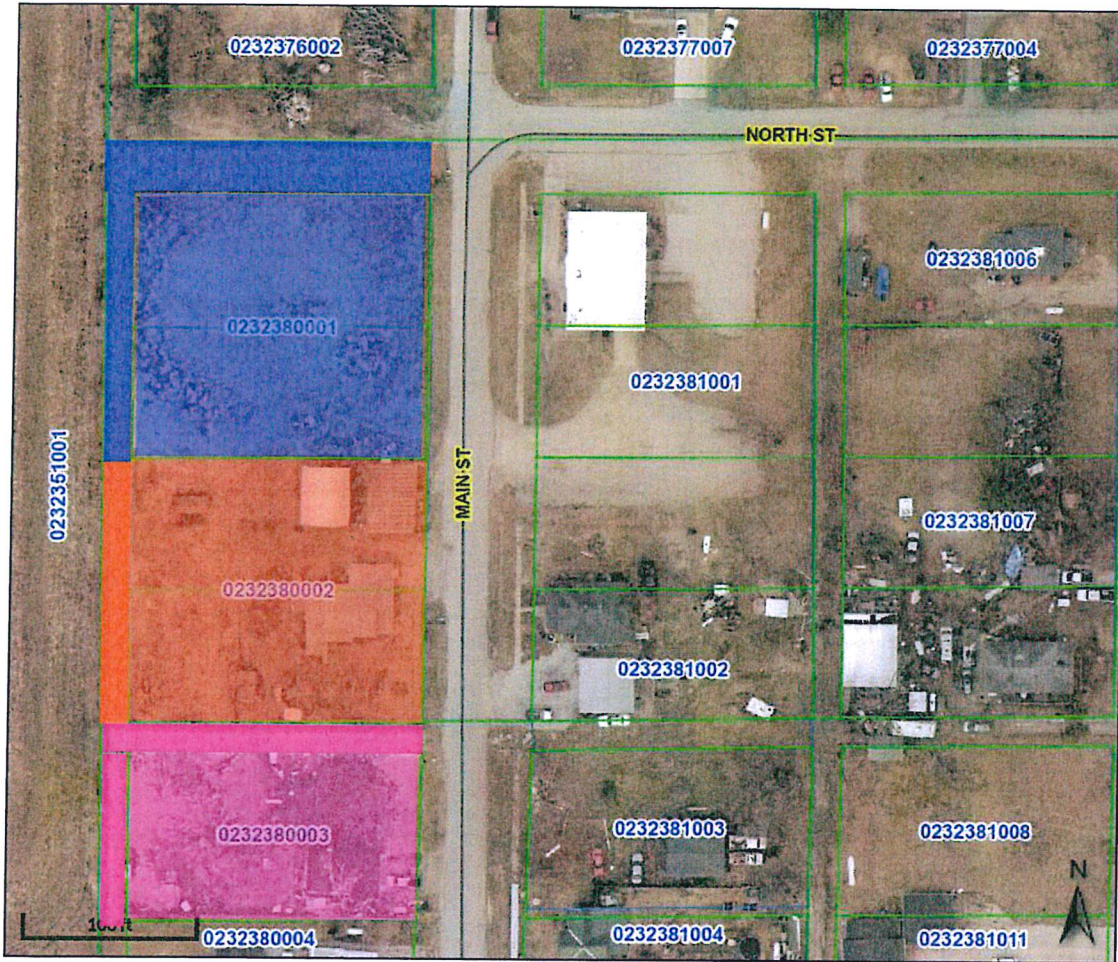
Doug Cupples
Board of Supervisors

Denny Stevenson
Board of Supervisors

ATTEST: _____
Jenna Jennings
County Auditor



Jasper County, IA



Overview



Legend

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Roads

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Passed and Approved this ___th day of _____ 2024.

Brandon Talsma
Chairman Board of Supervisors

Doug Cupples
Board of Supervisors

Denny Stevenson
Board of Supervisors

ATTEST: _____
Jenna Jennings
County Auditor

LETTING DATE: 04/17/2024
PROJECT NUMBER: L-CO50(E142S)-73 50
JASPER COUNTY H.M.A RESURFACING WITH MILLING

LEGEND

- DIVIDED HIGHWAY
- PAVED ROAD
- BITUMINOUS ROAD
- GRAVEL ROAD
- EARTH ROAD
- INTERSTATE HIGHWAY
- UNITED STATES HIGHWAY
- STATE HIGHWAY
- COUNTY HIGHWAY
- RAILROAD
- AIRPORT
- HYDROLOGY
- BRIDGE
- STATE BOUNDARY
- COUNTY BOUNDARY
- CORPORATE LIMIT LINE
- TOWNSHIP LINE
- SECTION LINE

IOWA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION
PLANS OF PROPOSED IMPROVEMENT ON THE
SECONDARY ROAD SYSTEM
JASPER COUNTY
L-CO50(E142S)-73 50
H.M.A. PATCH AND RESURFACING

EAST 142ND AND INTERSECTION WITH SOUTH 12TH AVE EAST

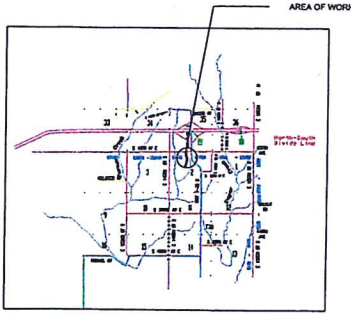
| INDEX OF SHEETS | |
|-----------------|------------------------------------|
| NO. | DESCRIPTION |
| A.01 | TITLE SHEET |
| B.01 | GENERAL NOTES AND QUANTITIES |
| C.01-C.02 | TYPICAL CROSS SECTIONS AND DETAILS |
| | |
| | |
| | |

TRAFFIC CONTROL PLAN

THROUGH TRAFFIC WILL BE MAINTAINED DURING CONSTRUCTION. LOCAL TRAFFIC TO ADJACENT PROPERTIES WILL BE MAINTAINED AS PROVIDED FOR IN ARTICLE 1107.08 OF THE CURRENT STANDARD SPECIFICATIONS. TRAFFIC CONTROL DEVICES, PROCEDURES, LAYOUTS, SIGNING, AND PAVEMENT MARKINGS INSTALLED WITHIN THE LIMITS OF THIS PROJECT SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL FOR STREETS AND HIGHWAYS" AS ADOPTED BY THE DEPARTMENT PER 781 OF THE IOWA ADMINISTRATIVE CODE (IAC) CH. 135.

MILEAGE SUMMARY

| DIV. | LOCATION | | LIN. FT. | MILES |
|------|----------------|-------------------|----------|-------|
| 1 | BEG. STA. 0+00 | END STA. 18+09.78 | 1,809.78 | .34 |



PROJECT LOCATION
VICINITY MAP



"NOT TO SCALE"

SCALE: AS NOTED
2014 AADT 10 V.P.D.



THE IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES OF 2015, PLUS APPLICABLE GENERAL SUPPLEMENTAL SPECIFICATIONS, DEVELOPMENTAL SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND THE SPECIAL PROVISIONS SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT.

VALUE ENGINEERING SAVES. REFER TO ARTICLE 1105.15 OF SPECIFICATIONS.

THIS PROJECT IS NOT COVERED BY AN IOWA DEPARTMENT OF NATURAL RESOURCES NPDES PERMIT. THERE IS NO NEW RIGHT OF WAY ACQUIRED FOR THIS PROJECT. THE CONTRACTOR IS TO LIMIT CONSTRUCTION ACTIVITIES TO THAT AREA WITHIN THE EXISTING RIGHT OF WAY.

THE CONTRACTOR IS REQUIRED TO CONTACT "ONE CALL" AT (800) 282-8989 TO OBTAIN LOCATIONS FOR ALL EXISTING UTILITIES.

Approved: _____
Board of Supervisors Date: _____

Attest:

Jenna Jennings, Auditor



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DAILY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

BY: _____ DATE: _____

MICHAEL J. FRIETSCH, PE 26831
MY LICENSE RENEWAL DATE IS DEC. 31, 2024
SHEETS COVERED BY THIS SEAL: A.01-B.01



JASPER COUNTY

PROJECT NUMBER: L-CO50(E142S)-73 50

SHEET A.01

PROJECT NUMBER: L-CO50(E142S)-73 50
 JASPER COUNTY H.M.A RESURFACING WITH MILLING
 LETTING DATE: 04/17/2024

| ESTIMATED QUANTITIES | | | | |
|----------------------|--------------|---|------|----------|
| REF. NO. | ITEM CODE | DESCRIPTION | UNIT | QUANTITY |
| 1. | 2212-0475095 | CLEANING AND PREPARATION OF BASE | MILE | 0.4 |
| 2. | 2212-5070330 | PATCHES BY COUNT (REPAIR) | EACH | 12 |
| 3. | 2214-5145150 | PAVEMENT SCARIFICATION 2 1/2" | SY | 4,863 |
| 4. | 2303-1033500 | HMA, ST, SURFACE COURSE, 1/2 IN. MIX, NO SP. FRIC. REQ. | TON | 703.8 |
| 5. | 2303-1258283 | ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC | TON | 45.4 |
| 6. | 2303-6911000 | HMA PAVEMENT SAMPLES | EACH | 1 |
| 7. | 2528-2518000 | SAFETY CLOSURE | EACH | 2 |
| 8. | 2528-8445110 | TRAFFIC CONTROL | LS | 1 |
| 9. | 2529-8174010 | SUBBASE PATCHES | SY | 900 |
| 10. | 2533-4980005 | MOBILIZATION | LS | 1 |
| 11. | | | | |
| 12. | | | | |
| 13. | | | | |
| 14. | | | | |
| 15. | | | | |
| 16. | | | | |
| 17. | | | | |
| 18. | | | | |
| 19. | | | | |

GENERAL NOTES

- THE CONTRACTOR SHALL CONTAIN ALL WORK TO THE EXISTING RIGHT OF WAY UNLESS WRITTEN PERMISSION IS OBTAINED FROM PERSPECTIVE PROPERTY OWNER AND PRESENTED TO THE CONTRACTING AUTHORITY.
- ALL RUBBLE AND DEBRIS GENERATED BY REMOVAL CONSTRUCTION OPERATIONS SHALL BE CLEANED UP AND DISPOSED OF BY THE CONTRACTOR IN COMPLIANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS.
- ANY EXISTING FIELD TILE THAT IS DISTURBED DURING CONSTRUCTION SHALL BE REPLACED OR REPAIRED TO FUNCTION AS WELL OR BETTER THAN ORIGINAL BY THE CONTRACTOR AT THEIR EXPENSE.
- IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITIES ON THIS PROJECT PRIOR TO BEGINNING WORK, AS PER ARTICLE 1107.5 OF THE STANDARD SPECIFICATIONS.
- STANDARD SPECIFICATION SECTIONS ASSOCIATED WITH ITEM CODES SHALL APPLY UNLESS OTHERWISE NOTED.
- 911 SIGNS SHALL NOT BE DISTURBED UNLESS THEY INTERFERE WITH CONSTRUCTION. DISTURBED 911 SIGNS SHALL BE REPLACED BY OTHERS.
- CONTRACTOR SHALL NOTIFY COUNTY 2 WEEKS PRIOR TO STARTING CONSTRUCTION.
- NO CLEANOUTS WILL BE ALLOWED ON OR ALONG ANY CITY, COUNTY, OR STATE ROADS.

- REF. NO.
1. ITEM TO BE USED FOR MILL AND OVERLAY AREAS.
 2. FIELD LOCATED AND COORDINATE WITH JASPER COUNTY ENGINEER ON FINAL LOCATIONS.
 3. SCARIFICATION WILL BE 2 1/2 INCHES DEEP, AND IS TO TAKE PLACE AFTER ALL PATCHING HAS OCCURRED. CUL-DE-SAC AREA HAS BEEN INCLUDED IN TOTAL QUANTITIES.
 4. REFER TO C SHEETS FOR TYPICAL SECTIONS. THIS ITEM REQUIRES CERTIFIED PLANT INSPECTIONS BY THE CONTRACTOR, CUL-DE-SAC AND INTERSECTION AREAS HAVE BEEN INCLUDED IN TOTAL QUANTITIES.
 5. QUANTITY IS BASED ON 6% BY WEIGHT OF THE TONS OF MIX.
 6. HMA CERTIFIED PLANT INSPECTION REQUIRED, CONTRACTOR SHALL COORDINATE WITH JASPER COUNTY ENGINEER.
 8. SUBBASE PATCHES TO BE COMPLETED PRIOR TO SCARIFICATION. SUBBASE WEDGES ARE INCIDENTAL TO THIS ITEM. INTERSECTION OF E.12TH TO BE INCLUDED IN SUBBASE CONSTRUCTION BUT DOES NOT NEED TO BE DONE AT SAME TIME AS MAINLINE PATCHING.

S 12TH AVE EAST INTERSECTION DETAIL

S 12TH AVE E

EDGE OF GRANULAR PAVING

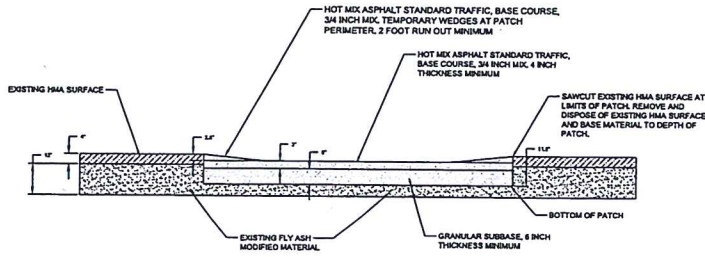
BUTT JOINT

INTERSECTION QUANTITIES

JASPER
03-15-24

| ROAD NAME | HMA SURF | HMA BASE | GRAN. SURF. | GRAN. SHLDR. | MOD. | SUBBASE | |
|-----------|----------|----------|-------------|--------------|---------|---------|----|
| E 142ND | D (IN.) | D (IN.) | D (IN.) | D (IN.) | D (IN.) | D (IN.) | CY |
| | 2.5 | 4.5 | 0 | 0 | 0 | 0 | 0 |

MAINLINE AND S 12TH AVE INTERSECTION E. 142ND FULL DEPTH PATCH



NOT TO SCALE

| | |
|--------------------------------------|---------------------|
| JASPER COUNTY ENGINEERING DEPARTMENT | |
| DESIGN FOR | |
| HMA RESURFACING WITH MILLING | |
| TYPICAL CROSS SECTIONS AND DETAILS | |
| DESIGNED BY | JRO |
| DATE | 3/21/2024 |
| PROJECT NO. | L-CO50(E142S)-73 50 |

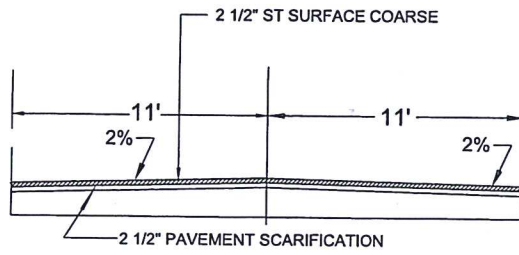
PCC OVERLAY-UNBONDED

JASPER COUNTY

L-CO50(E142S)-73 50

SHEET C.01

H.M.A. SURFACE LAYER E. 142ND



0+00 TO 18+09.78



NOT TO SCALE

| | |
|---|---------------------|
| JASPER COUNTY ENGINEERING DEPARTMENT | |
| DESIGN FOR | |
| HMA RESURFACING WITH MILLING | |
| TYPICAL CROSS SECTIONS AND DETAILS | |
| DESIGNED BY | JRO |
| DATE REVISED | 3/21/2024 |
| PROJECT NO. | L-C050(E142S)-73 50 |

LL-ROCK(FY25)--73-50 Bid Tabulation
Jasper County
Work Type: Granular Resurfacing
Letting Date: 3/22/2024 09:00 AM

| Item Number | Description | Units | Quantity | Engineer's Estimate | | Apparent Low Bid Martin Marietta 11252 Aurora Ave Des Moines, IA 50322 | | BRUENING ROCK PRODUCTS, INC 900 MONTGOMERY STREET DECORAH, IA 52101-0000 | |
|-----------------------------|-------------------------------|-------|------------|---------------------|----------------|---|----------------|--|----------------|
| | | | | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price |
| Hickory Grove | | | | | | | | | |
| 1 2599-9999020 | 1 - 1 1/8" Granular Roadstone | TON | 4,263.000 | \$18.00 | \$76,734.00 | \$19.50 | \$83,128.50 | \$26.119 | \$111,345.30 |
| Hickory Grove Totals | | | | | | \$76,734.00 | \$83,128.50 | | \$111,345.30 |
| Mariposa | | | | | | | | | |
| 1 2599-9999020 | 1 - 1 1/8" Granular Roadstone | TON | 2,832.000 | \$18.00 | \$50,976.00 | \$19.35 | \$54,799.20 | \$24.999 | \$70,797.17 |
| Mariposa Totals | | | | | | \$50,976.00 | \$54,799.20 | | \$70,797.17 |
| Malaka | | | | | | | | | |
| 1 2599-9999020 | 1 - 1 1/8" Granular Roadstone | TON | 6,725.000 | \$19.30 | \$129,792.50 | \$20.35 | \$136,853.75 | \$23.999 | \$161,393.28 |
| Malaka Totals | | | | | | \$129,792.50 | \$136,853.75 | | \$161,393.28 |
| Independence | | | | | | | | | |
| 1 2599-9999020 | 1 - 1 1/8" Granular Roadstone | TON | 9,329.000 | \$20.00 | \$186,580.00 | \$21.60 | \$201,506.40 | \$24.599 | \$229,484.07 |
| Independence Totals | | | | | | \$186,580.00 | \$201,506.40 | | \$229,484.07 |
| Clear Creek | | | | | | | | | |
| 1 2599-9999020 | 1 - 1 1/8" Granular Roadstone | TON | 6,776.000 | \$20.00 | \$135,520.00 | \$21.30 | \$144,328.80 | \$24.799 | \$168,038.02 |
| Clear Creek Totals | | | | | | \$135,520.00 | \$144,328.80 | | \$168,038.02 |
| Poweshiek | | | | | | | | | |
| 1 2599-9999020 | 1 - 1 1/8" Granular Roadstone | TON | 10,686.000 | \$20.00 | \$213,720.00 | \$21.65 | \$231,351.90 | \$25.679 | \$274,405.79 |
| Poweshiek Totals | | | | | | \$213,720.00 | \$231,351.90 | | \$274,405.79 |
| Sherman | | | | | | | | | |
| 1 2599-9999020 | 1 - 1 1/8" Granular Roadstone | TON | 7,734.000 | \$20.00 | \$154,680.00 | \$21.45 | \$165,894.30 | \$25.779 | \$199,374.79 |
| Sherman Totals | | | | | | \$154,680.00 | \$165,894.30 | | \$199,374.79 |
| Newton | | | | | | | | | |
| 1 2599-9999020 | 1 - 1 1/8" Granular Roadstone | TON | 8,106.000 | \$18.85 | \$152,798.10 | \$19.90 | \$161,309.40 | \$12.999 | \$105,369.90 |
| Newton Totals | | | | | | \$152,798.10 | \$161,309.40 | | \$105,369.90 |
| Kellogg | | | | | | | | | |
| 1 2599-9999020 | 1 - 1 1/8" Granular Roadstone | TON | 7,246.000 | \$19.10 | \$138,398.60 | \$19.65 | \$142,383.90 | \$17.999 | \$130,420.75 |
| Kellogg Totals | | | | | | \$138,398.60 | \$142,383.90 | | \$130,420.75 |
| Rock Creek | | | | | | | | | |
| 1 2599-9999020 | 1 - 1 1/8" Granular Roadstone | TON | 4,561.000 | \$17.95 | \$81,869.95 | \$19.35 | \$88,255.35 | \$15.999 | \$72,971.44 |
| Rock Creek Totals | | | | | | \$81,869.95 | \$88,255.35 | | \$72,971.44 |
| Contract Totals | | | | | | \$1,321,069.15 | \$1,409,811.50 | | \$1,523,600.51 |
| Percent of Estimate | | | | | | 100.00% | 106.72% | | 115.33% |

BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: LL-ROCK(FY25)--73-50

Type of Work: Granular Resurfacing

System: Local

Miles: 432.000

Location and Description : Various Granular Roads: North Half of County

Hauling and placing granular material on roads in Jasper County as directed by a County Representative.

Proposal of: Martin Marietta

Name of Bidder

11252 NW Aurora Ave

Street Address

Urbandale IA 50322

City State Zip Code

56-184 8578

Federal Tax I.D. Number

515-204-8320 — mies.fogelson@MartinMarietta.com

Phone Fax Email


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

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

| Work Days | Date Type | Date | Liquidated Damages Per Day |
|----------------------------------|------------------------|-----------|----------------------------|
| 30 | Approximate Start Date | 4/22/2024 | \$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.

 3-19-24

Signature Date

Signature Date

Date of Letting: Friday, March 22, 2024, 09:00 AM, Engineer's Office, Newton, Iowa

SCHEDULE OF PRICES -- PROPOSAL
Jasper County, Iowa -- Project LL-ROCK(FY25)--73-50

Type of work : Granular Resurfacing

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 |
|----------------------------|-------------------------------|-------|-----------|------------|-----------------------|
| Hickory Grove | | | | | |
| 1. 2599 - 9999020 | 1 - 1 1/8" Granular Roadstone | TON | 4263.000 | \$19.50 | \$83,128.50 |
| Hickory Grove Total | | | | | |
| Mariposa | | | | | |
| 1. 2599 - 9999020 | 1 - 1 1/8" Granular Roadstone | TON | 2832.000 | \$19.35 | \$54,799.20 |
| Mariposa Total | | | | | |
| Malaka | | | | | |
| 1. 2599 - 9999020 | 1 - 1 1/8" Granular Roadstone | TON | 6725.000 | \$20.35 | \$136,853.75 |
| Malaka Total | | | | | |
| Independence | | | | | |
| 1. 2599 - 9999020 | 1 - 1 1/8" Granular Roadstone | TON | 9329.000 | \$21.60 | \$201,506.40 |
| Independence Total | | | | | |
| Clear Creek | | | | | |
| 1. 2599 - 9999020 | 1 - 1 1/8" Granular Roadstone | TON | 6776.000 | \$21.30 | \$144,328.80 |
| Clear Creek Total | | | | | |
| Poweshiek | | | | | |
| 1. 2599 - 9999020 | 1 - 1 1/8" Granular Roadstone | TON | 10686.000 | \$21.65 | \$231,351.90 |
| Poweshiek Total | | | | | |
| Sherman | | | | | |
| 1. 2599 - 9999020 | 1 - 1 1/8" Granular Roadstone | TON | 7734.000 | \$21.45 | \$165,894.30 |
| Sherman Total | | | | | |
| Newton | | | | | |
| 1. 2599 - 9999020 | 1 - 1 1/8" Granular Roadstone | TON | 8106.000 | \$19.90 | \$161,309.40 |
| Newton Total | | | | | |
| Kellogg | | | | | |
| 1. 2599 - 9999020 | 1 - 1 1/8" Granular Roadstone | TON | 7246.000 | \$19.65 | \$142,383.90 |
| Kellogg Total | | | | | |
| Rock Creek | | | | | |
| 1. 2599 - 9999020 | 1 - 1 1/8" Granular Roadstone | TON | 4561.000 | \$19.35 | \$88,255.35 |
| Rock Creek Total | | | | | |
| Total Bid | | | | | \$1,409,811.50 |

Bids will be taken to the Board of Supervisors on the following Tuesday, March 26, 2024 for approval and award of contract.

This resurfacing project is a FY 2025 project and can not have any payments made to the project until after July 1, 2024. We would like the work to begin April 22, 2024 (weather permitting), however, the first payment on the project will be the first pay cycle after July 1, 2024.

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.

BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: LL-ROCK(FY25)--73-50

Type of Work: Granular Resurfacing

System: Local

Miles: 432.000

Location and Description : Various Granular Roads: North Half of County

Hauling and placing granular material on roads in Jasper County as directed by a County Representative.

Proposal of: Bruening Rock Prod., Inc.
 Name of Bidder
900 Montgomery St.
 Street Address
Decorah IOWA 52101
 City State Zip Code
42-0632195
 Federal Tax I.D. Number
(563) 382-2933 (563) 382-8375 KBB@BrueningRock.com
 Phone Fax Email

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

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

| Work Days | Date Type | Date | Liquidated Damages Per Day |
|----------------------------------|------------------------|-----------|----------------------------|
| 30 | Approximate Start Date | 4/22/2024 | \$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 [Signature] Date 3/21/2024
 Signature [Signature] Date _____

Date of Letting: Friday, March 22, 2024, 09:00 AM, Engineer's Office, Newton, Iowa

SCHEDULE OF PRICES -- PROPOSAL
Jasper County, Iowa -- Project LL-ROCK(FY25)--73-50

Type of work : Granular Resurfacing

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 |
|----------------------------|-------------------------------|-------|-----------|------------|----------------|
| Hickory Grove | | | | | |
| 1. 2599 - 9999020 | 1 - 1 1/8" Granular Roadstone | TON | 4263.000 | \$26.119 | \$111,345.30 |
| Hickory Grove Total | | | | | |
| Mariposa | | | | | |
| 1. 2599 - 9999020 | 1 - 1 1/8" Granular Roadstone | TON | 2832.000 | \$24.999 | \$70,799.19 |
| Mariposa Total | | | | | |
| Malaka | | | | | |
| 1. 2599 - 9999020 | 1 - 1 1/8" Granular Roadstone | TON | 6725.000 | \$23.999 | \$161,393.28 |
| Malaka Total | | | | | |
| Independence | | | | | |
| 1. 2599 - 9999020 | 1 - 1 1/8" Granular Roadstone | TON | 9329.000 | \$24.599 | \$229,484.07 |
| Independence Total | | | | | |
| Clear Creek | | | | | |
| 1. 2599 - 9999020 | 1 - 1 1/8" Granular Roadstone | TON | 6776.000 | \$24.999 | \$168,038.02 |
| Clear Creek Total | | | | | |
| Poweshiek | | | | | |
| 1. 2599 - 9999020 | 1 - 1 1/8" Granular Roadstone | TON | 10686.000 | \$25.699 | \$274,405.74 |
| Poweshiek Total | | | | | |
| Sherman | | | | | |
| 1. 2599 - 9999020 | 1 - 1 1/8" Granular Roadstone | TON | 7734.000 | \$25.999 | \$199,374.28 |
| Sherman Total | | | | | |
| Newton | | | | | |
| 1. 2599 - 9999020 | 1 - 1 1/8" Granular Roadstone | TON | 8106.000 | \$12.999 | \$105,369.90 |
| Newton Total | | | | | |
| Kellogg | | | | | |
| 1. 2599 - 9999020 | 1 - 1 1/8" Granular Roadstone | TON | 7246.000 | \$17.999 | \$130,420.75 |
| Kellogg Total | | | | | |
| Rock Creek | | | | | |
| 1. 2599 - 9999020 | 1 - 1 1/8" Granular Roadstone | TON | 4561.000 | \$15.999 | \$72,991.44 |
| Rock Creek Total | | | | | |
| Total Bid | | | | | \$1,523,400.51 |

Bids will be taken to the Board of Supervisors on the following Tuesday, March 26, 2024 for approval and award of contract.

This resurfacing project is a FY 2025 project and can not have any payments made to the project until after July 1, 2024. We would like the work to begin April 22, 2024 (weather permitting), however, the first payment on the project will be the first pay cycle after July 1, 2024.

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.

Thank-you.

Jasper County, Iowa Before the Board of Supervisors

ORDINANCE #40D

AN ORDINANCE OF JASPER COUNTY, IOWA TO ADOPT BY REFERENCE A COMPLETE BUILDING CODE REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, MOVING, REMOVAL, CONVERSION, DEMOLITION, OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA AND MAINTENANCE OF BUILDINGS AND STRUCTURES, INCLUDING INSTALLATION OF MOBILE, MANUFACTURED AND MODULAR HOMES; TO PROVIDE FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES; AND TO PROVIDE PENALTIES FOR VIOLATIONS AND FOR THE REPEAL OF THE EXISTING JASPER COUNTY BUILDING CODE ORDINANCE #40C IN ITS ENTIRETY AND REPLACING IN LIEU THEREOF THE FOLLOWING:

JASPER COUNTY BUILDING CODE

1. **Title.** This ordinance shall be known, cited, and referred to as the “*Jasper County Building Code*”.
2. **Purpose.** The purpose of this Code is to provide minimum standards for the protection and safeguard of life and limb, health, property, and the general public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings, structures and domiciles and certain equipment specifically regulated therein within unincorporated Jasper County.
3. **Codes Adopted by Reference.** Any code adopted by reference in this chapter shall include any appendix contained in the publisher’s addition of that code. A portion of the code labeled “commentary” or “explanation” or by a similar term shall be considered a statement of legislative intent, finding, purpose or explanation of the referenced provision and shall be treated as legislative history.
4. **Jurisdiction of Adopted Codes.** In any code adopted by reference in this chapter, the jurisdiction of that the code is applicable to shall be Jasper County, Iowa, and any reference to “Name of Jurisdiction” or County shall be Jasper County, Iowa.
5. **Adoption of the International Building Code.** Pursuant to published notice and public hearing, as required by law, the 2006 International Building Code, published by the International Code Council, is hereby adopted in full, including all appendixes, except for such portions as may hereinafter be deleted, modified, or amended.
6. **Adoption of the International Residential Code.** Pursuant to published notice and public hearing, as required by law, the 2006 International Residential Code, published by the International Code Council, is hereby adopted in full, including all appendixes, except for such portions as may hereinafter be deleted, modified, or amended.

7. **Adoption of the International Energy Conservation Code.** Pursuant to published notice and public hearing, as required by law, the 2006 International Energy Conservation Code, published by the International Code Council, is hereby adopted in full, including all appendixes, except for such portions as may hereinafter be deleted, modified, or amended.

8. **Adoption of the International Existing Building Code.** Pursuant to published notice and public hearing, as required by law, the 2006 International Existing Building Code, published by the International Code Council, is hereby adopted in full, including all appendixes, except for such portions as may hereinafter be deleted, modified, or amended.

9. **Adoption of International Fire Code.** Pursuant to published notice and public hearing, as required by law, the International Fire Code, as adopted by the Department of Public Safety, found in Iowa Administrative Rule 661-201, is hereby adopted in full, including all appendixes, except for such portions as may hereinafter be deleted, modified, or amended.

10. **Adoption of the State Plumbing Code.** Pursuant to published notice and public hearing, as required by law, the State Plumbing Code, as established by the Department of Public Health, found in Iowa Administrative Rule 641-25, is hereby adopted in full, including all appendixes, except for such portions as may hereinafter be deleted, modified, or amended.

11. **Adoption of the State Mechanical Code.** Pursuant to published notice and public hearing, as required by law, the State Mechanical Code, as established by the Department of Public Health, found in Iowa Administrative Rule 641-61, is hereby adopted in full, including all appendixes, except for such portions as may hereinafter be deleted, modified, or amended.

12. **Adoption of the State Electrical Code.** Pursuant to published notice and public hearing, as required by law, the State Electrical Code, as established by the State Electrical Licensing Board, found in Iowa Administrative Rule 641-504, is hereby adopted in full, including all appendixes, except for such portions as may hereinafter be deleted, modified, or amended.

13. **Construction Documents by Registered Design Professional.** Construction documents for all buildings and/or structures other than those covered by the International Residential Code, shall be prepared, signed, and sealed by a registered design professional.

Exception: Post frame buildings that meet all the following requirements: area of one thousand (1000) square feet or less; eave height of twelve (12) feet or less and pole spacing of eight (8) feet or less.

14. **Exempt.** This ordinance shall not apply to buildings as authorized by the Code of Iowa 331.304 or other laws that allow for exemption.

15. **Conflicts.** Wherever the requirements of this ordinance are at variance with the requirements of any applicable and superseding law, rule, regulation, or ordinance, the most restrictive or that imposing the higher standard shall govern.

16. **Severability.** Should any provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the remaining provisions of this ordinance or the ordinance as a whole.

17. **Amendments.** This Code may be amended by the Jasper County Board of Supervisors after a public hearing as prescribed by law.

18. **Modifications.** Wherever there are practical difficulties involved in carrying out the provisions of this code, the Director of Community Development shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Director shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be entered into the Community Development files.

19. **Schedule of Permit Fees.** The fee for any permit shall be set forth in the building permit fee schedule as established by resolution of the Board of Supervisors. Valuation for the purpose of establishing permit fees for new construction, additions or alterations to existing buildings may be determined by the building official, based on the most current ICC Building Valuation Data, local comparative data and submitted documents. The value to be used in computing the building permit shall be the total value of all construction work, for which the permit is issued, as well as all finish work, painting, site grading, paving, landscaping and other permanent work. Any person who commences work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits will be subject to the doubling of the permit fee. The Building Official may reduce this fee when it is demonstrated that an emergency existed that required the work to be done without a permit.

20. **Violations.** Any of the following acts shall be a violation of this Code and shall be subject to the enforcement remedies and penalties:

20.1 To engage in any development, use, construction, remodeling, or other activity of any nature upon the land or improvements thereon subject to the jurisdiction of this Code without the required permits, certificates, or other forms of authorization as set forth in this Code; or

20.2 To conduct an activity of any nature in any way inconsistent with any approved plan, permit, certificate, or other form of authorization granted for such activity; or

20.3 To violate, by act or omission, any term, variance or waiver, condition, or qualification placed by Jasper County or its agents upon any required permit, certificate, or other form of authorization for the use, development, or other activity upon land or improvements thereon.

20.4 To erect, construct, reconstruct, alter, repair, convert, maintain, or use any building or structure or to use any land in violation or contravention of this Code or any other regulation made under the authority conferred thereby.

21. **Enforcement as a County or Municipal Infraction.** Any violations of any provision of this ordinance shall be enforced as a County or municipal infractions according to procedures established by law, as may from time to time be amended. Any person, firm or corporation violating any of the provisions of this ordinance commits a County or municipal infraction and shall, upon a finding that a violation has occurred, be made to pay a penalty fee equal to the maximum then allowed for County or municipal infractions under Iowa law for each infraction, including maximum enhanced penalties for any subsequent or continuing infraction(s). Each day that an infraction is permitted to exist shall constitute a separate infraction. Enforcement of the provisions of this ordinance may also be initiated or assisted by means of an action in law or equity, as the case may be in the Jasper County offices of the Iowa District Court.

21.1 The Director of Jasper County Community Development may withhold the issuance of a building and/or electrical permit if the property for which the permit will be issued has an unresolved noncompliance letter from the Jasper County Community Development Office, an unresolved County Citation, an unresolved Order for Abatement or an unresolved Order of Judgement related to abatement costs that predates the application for permit.

22. **Previous Enforcement.** Nothing in this Code shall prohibit the continuation of previous enforcement actions or initiation of new enforcement.

Passed and approved this _____ day of _____ 2024.

Jasper County Board of Supervisors

Brandon Talsma – Chairman

ATTEST:

Jenna Jennings – County Auditor

First Reading: _____
Second Reading: _____
Third Reading: _____
Approved: _____
Published: _____



CUSTOMER NAME: Jasper County, IA
Attn: Ryan Eaton, IT Director
CUSTOMER ADDRESS: 101 1st Street N. Room 201
Newton, Iowa 50208
CUSTOMER PHONE: (641) 792-0796
CUSTOMER E-MAIL: reaton@jasperia.org

MASTER SERVICES AGREEMENT

This Master Service Agreement (“Agreement”) is entered into by and between the Customer identified above (“Customer”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with its principal place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView”). This Agreement is effective as of the date Customer signs the Order Form and will remain in effect during the Term, as defined below or until terminated as provided in this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form shall prevail. Customer and EagleView may be referred to individually as “Party” and/or collectively as “Parties”. EagleView shall provide the Product(s) and/or Service(s) in accordance with and subject to the conditions of this Agreement during the applicable Term as defined below.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. “Account” means an account created for Customer by EagleView for the purpose of providing access to the Product(s) and/or Service(s).

1.2. “Activation” means the point in time where Customer has access to an Account and the Products and/or Services are available to Customer.

1.3. “Authorized User” means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Service; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials if the Order Form indicates that governmental subdivisions are included) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer (so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Service and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access).

1.4. “Confidential Information” means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Product(s) and/or Service(s) including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work as applicable and related pricing, to the extent Customer is not required to disclose this information under a Freedom of Information Act type obligation, and (c) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information shall not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information.

1.5. “Documentation” means the materials describing the features and functions of the Product(s) and/or Service(s) as may be updated from time to time by EagleView.



- 1.6. **“Fee”** means the fees charged by EagleView for the Product(s) and/or Service(s) as identified in an Order Form or an invoice issued by EagleView.
- 1.7. **“Intellectual Property Rights”** means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.
- 1.8. **“Malware”** means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.
- 1.9. **“Order Form”** means a mutually agreeable order describing the Product(s) and/or Service(s) purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement.
- 1.10. **“Products and/or Services”** means EagleView’s proprietary products and/or services and/or content identified in an Order Form and developed and owned by EagleView, its Affiliates (its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView) and/or their licensors.

2. ACCESS AND USE OF THE PRODUCT(S) AND/OR SERVICE(S)

- 2.1. **Access to the Product(s) and/or Service(s).** Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Product(s) and/or Service(s) identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to a Product is set forth in an Order Form, the right to access and use the Product(s) and Service(s) for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary Administrator Account for managing and granting access to its Authorized Users. Customer shall be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.
- 2.2. **Access Restrictions.** Access by Customer and its Authorized Users to the Service is subject to the following conditions:
- 2.2.1. Customer shall not access the Product(s), Service(s) or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Service.
- 2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Product(s) and/or Service(s), (b) modify, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Product(s) and/or Service(s); (c) create derivative works from the Product(s) or Service(s); (d) use the Product(s) and/or Service(s) in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Service; (f) cause harm in any way to the Product(s) and/or Service(s) or cause Malware to harm the Products and/or Service(s); (g) work around the Product(s) and/or Service(s) technical limitations; (h) remove any proprietary notices from the Application, documentation or any other EagleView materials furnished or made available hereunder; (i) access the Application in order to build a competitive product or service; or (j) copy any features, functions or graphics of the Application.
- 2.2.3. Customer will not use the Product(s) and/or Service(s) in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity



rights; (d) contains any information that Customer does not have the right to use; or (e) use the Application or associated documentation or Data Products in violation of export control laws and regulations.

2.2.4. EagleView may suspend the Product(s) and/or Service(s) if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Service from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, Customer must promptly suspend such access or Authorized User and notify EagleView.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer shall preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer shall not assert any implied rights in or to any of EagleView's Intellectual Property Rights. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on their use of the Products or Services ("Feedback"). Customer agrees that EagleView shall have all right, title, and interest to use such Feedback without any restrictions and without any payment to Customer.

3. PAYMENT

3.1. Fees. Customer shall pay the Fees within thirty (30) days of receipt of invoice. EagleView shall have the right to assess a late payment charge on any overdue amounts equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the rate allowed by applicable law. Additional payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Product(s) and/or Service(s) ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer shall be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Product(s) and/or Service(s) until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. Pricing Changes. EagleView shall have the option to adjust the pricing for any Products and/or Services upon any renewal or extension of an Order Form by providing one hundred and eighty (180) days' notice of such pricing change to Customer prior to the date for such renewal or extension.

3.3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Product(s) and/or Service(s) ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. Term. The term of this Agreement will commence on the date Customer signs an Order Form under this Agreement and will end upon the expiration date of the Order Form, or upon the expiration date of any subsequent or renewal Order Form(s) ("Term"). After expiration Customer shall not have any access to content, Product(s) or Service(s). Unless either Party gives notice of its intent not to renew the Product(s) and/or Service(s) and/or Content at least one hundred and twenty (120) days prior to the end of the then current Term, access to the Services will automatically renew.



4.2. Termination. Either Party may terminate this Agreement upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend the Product(s) and/or Service(s) in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had the Product(s) and/or Service(s) not been suspended.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees shall be made, or (b) where customer is accessing on-line imagery and data access and/or an application, EagleView will refund any unused prorated, prepaid fees for the Product(s) and/or Service(s).

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by Customer, Customer shall be responsible for all fees under any current Order Form(s).

4.5. Survival. Upon any expiration of the Product(s) and/or Services or termination of this Agreement, the following sections shall survive: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 shall be restricted to include the least amount of Confidential Information necessary to comply with the order. All costs incurred by the Recipient in connection with complying with such order shall be reimbursed by the Discloser.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is a organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and/or the Order Form(s) has the requisite authority to bind the party to this Agreement.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Product(s) and/or Service(s) with commercially reasonable care and skill; and (ii) the Product(s) and/or Service(s) will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLEVIEW DOES NOT



WARRANT THAT THE PRODUCT(S) AND/OR SERVICE(S) (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Product(s) and/or Service(s) infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView. Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Product(s) and/or Service(s) in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

7.2. Remedies. In the event the Product(s) and/or Service(s) is held or is believed by EagleView to infringe or misappropriate any Intellectual Property Right of a third party, EagleView will have the option, at its expense, to: (i) replace the Product and/or Service with a non-infringing equivalent, (ii) modify the Product(s) and/or Service(s) to be non-infringing, (iii) obtain for Customer a license to continue using the Product(s) and/or Service(s); or (iv) terminate the Agreement and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

7.3. Customer Indemnification. Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView's prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

9. GENERAL PROVISIONS



9.1. Export Laws. The Product(s) and/or Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access or use any Product(s) and/or Service(s) or Content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party shall have the power nor authority to control the activities or operations of the other. At all times, the status of the Parties shall be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations for services delivered, reports delivered, or any ongoing payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and/or providing reports that provide Customer with generally available information relating to EagleView's security practices, policies and procedures used to protect its systems. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the State of Customer, without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, or disputes and/or litigation arising out of or in connection with this Agreement, will be brought solely in the state or federal courts located in the jurisdiction the Customer is based in, and the Parties irrevocably consent to the exclusive personal jurisdiction of such courts.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remain sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView shall be provided to the address first listed above and



addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer shall be sent to the address identified on the Order Form and addressed to the individual signing said Order Form, and shall be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, postage prepaid, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy policy, Support Plan, or other similar provisions, such notices shall be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance shall be binding upon the Parties executing this Agreement.

9.11. Entire Agreement. This Agreement, along with the Order Form(s) and Exhibit(s), contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

Pictometry International Corp. dba EagleView

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A
ORDER FORM

EFFECTIVE DATE (MONTH/DAY/YEAR): _____

TERM (DURATION): Six Years

| |
|----------------|
| ORDER # |
| LC-10005735 |

| |
|----------------------------|
| BILL TO |
| Jasper County, IA |
| Ryan Eaton, IT Director |
| 101 1st Street N. Room 201 |
| Newton, Iowa 50208 |
| (641) 792-0796 |
| reaton@jasperia.org |

| |
|----------------------------|
| SHIP TO |
| Jasper County, IA |
| Ryan Eaton |
| 101 1st Street N. Room 201 |
| Newton, Iowa 50208 |
| (641) 792-0796 |
| reaton@jasperia.org |

| | | |
|--------------------|------------------|--------------------------|
| CUSTOMER ID | SALES REP | REFRESH FREQUENCY |
| A1194186 | Ryan Poots | Biennial |

| QTY | PRODUCT NAME | PRODUCT DESCRIPTION |
|-----|--|---|
| 70 | EagleView Cloud - Imagery | Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> GSD: 3in Refresh Frequency: 2-Year Refresh Start Year: 2025 |
| 692 | EagleView Cloud - Imagery | Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> GSD: 6in Refresh Frequency: 2-Year Refresh Start Year: 2025 |
| 1 | EagleView Cloud - Physical Delivery - Ortho | Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media. |
| 1 | EagleView Cloud - Software | Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement. |
| 1 | EagleView Cloud - Comprehensive Integration Bundle | Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application. |
| 1 | EagleView Cloud - Early Access | Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final |



| | | |
|---|---|--|
| | | processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means. |
| 1 | EagleView Cloud - Disaster Response Program | Includes eligibility for the Disaster Response Program. |
| 1 | EagleView Cloud - FutureView Advanced Training (Full) | Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, Continental US only, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Credit must be redeemed within three years of agreement execution date. |
| 6 | EagleView Cloud - Years Capture History | Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud. |

FEES

| | |
|---|-------------|
| Due at Initial Activation of Services | \$52,725.43 |
| Due at First Anniversary of Initial Activation of Services | \$52,725.43 |
| Due at Second Anniversary of Initial Activation of Services | \$52,725.43 |
| Due at Third Anniversary of Initial Activation of Services | \$52,725.43 |
| Due at Fourth Anniversary of Initial Activation of Services | \$52,725.43 |
| Due at Fifth Anniversary of Initial Activation of Services | \$52,725.43 |

PRODUCT PARAMETERS

Disaster Response Program (“DRP”)

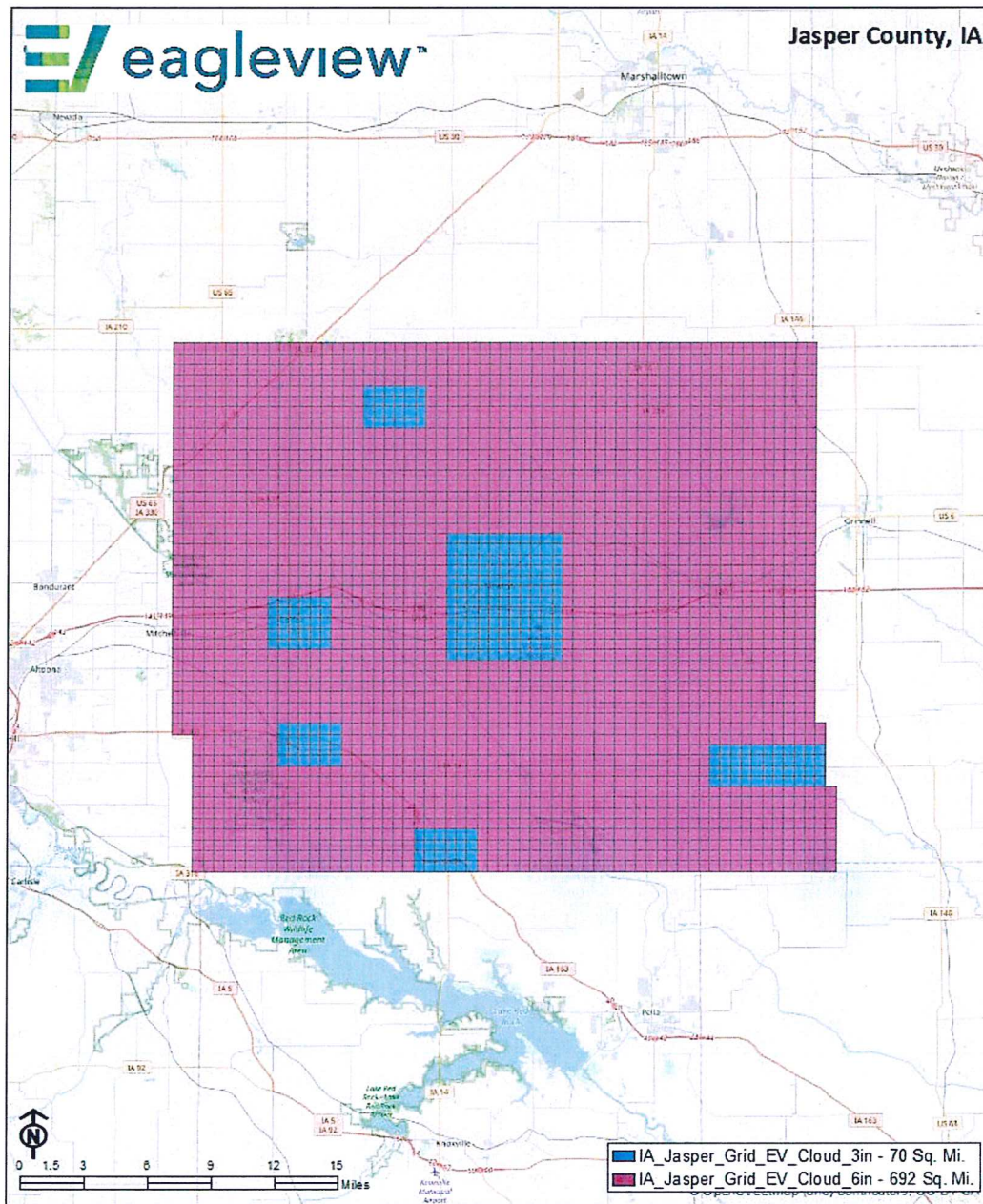
Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

AOI(S)



Contains information from OpenStreetMap, which is made available here under the Open Database License (ODbL). openstreetmap.org/copyright

[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between Pictometry International Corp. dba EagleView and Customer.

Pictometry International Corp. dba EagleView

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Jenna Jennings
Jasper County Auditor



EXHIBIT B

SECURITY

1. Definitions.

- 1.1 “**Critical Issue**” means an issue that does, or has the potential to, compromise the confidentiality, integrity, availability, security, or privacy of Customer Confidential Information.
- 1.2 “**Security Incident**” means any (a) access to Customer’s Confidential Information in the possession or control of EagleView or any Subcontractors, by an unauthorized party or by an authorized party for unauthorized purposes; (b) unauthorized use of any such Confidential Information; or (c) event involving data or information that results in a material impact to EagleView’s services or to Customer.
- 1.3 “**Standards Body**” means any commercially recognized technology and or auditing standards organization, including but not limited to AICPA, ISO, ITIL, and NIST.
- 1.4 “**Subcontractor**” means a subcontractor of EagleView.

2. Payment Card Security Compliance. EagleView will meet the security requirements set forth in this Agreement or, alternatively, demonstrate and implement to Customer’s reasonable satisfaction appropriate compensating controls.

- 2.1 To the extent applicable, EagleView will: (a) take all steps necessary to maintain its status as a PCI DSS compliant; (b) promptly notify Customer if EagleView ceases to be PCI DSS compliant, explaining the cause for non-compliance and the target date for becoming compliant; and (c) annually provide to Customer its current PCI DSS Attestation of Compliance report upon request.
- 2.2 EagleView may elect to use an alternative to PCI DSS, should a commercially accepted framework approved by major credit card processors become available.
- 2.3 If EagleView learns of any Critical Issues, EagleView will use all reasonable efforts to remediate such Critical Issues promptly.

3. Data Security. EagleView will:

- 3.1 Upon request, provide to Customer a report identifying where Customer Confidential Information is processed and stored, and how access is controlled. For any material changes in data center hosting, including, without limitation, outsourcing of data center hosting, such report will be accompanied by the most recent report for such data center.
- 3.2 Not allow Customer Confidential Information to be disclosed, accessed, processed, or stored outside the United States, its territories, and possessions (“U.S.”) without notice to Customer, and will cooperate with Customer’s security assessment of such non-U.S. based activities. EagleView will be responsible for any such non-U.S. based activities and will ensure that such non-U.S. based activities are in compliance with applicable law and this Agreement, including, without limitation, all security requirements.
- 3.3 When transmitting and storing Customer Confidential Information, encrypt such information using encryption at rest and encryption in transit that is applied to such Customer Confidential Information and maintains its protection throughout the lifecycle of such Customer Confidential Information. Use encryption keys and key management techniques that comply with security industry standards published by a Standards Body.
- 3.4 Where practicable, store Customer Confidential Information in a manner that logically or physically separates the data from other EagleView customer data.
- 3.5 Ensure that Customer Confidential Information is not stored on any portable removable media (such as USB mass storage, external hard drives, and CD/DVDs), except as necessary to support the services provided under this Agreement and provided that such Customer Confidential Information is encrypted as described in Section 3.3.
- 3.6 Remove all Customer Confidential Information from any media taken out of service and destroy or securely erase such media to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by a Standards Body.
- 3.7 Conduct a security risk assessment, based upon a Standards Body framework, of all EagleView’s Subcontractors. Ensure Subcontractors have and follow appropriate security processes and remediate any Critical Issues Promptly.



- 3.8 From time to time, EagleView may update its practices as described herein, but will not materially decrease the overall security of the Products and Services during the Term.
4. **Penetration Testing.**
- 4.1 No more than once per year while this Exhibit is in effect and with no less than thirty (30) days prior written notice to EagleView, and prior written approval by EagleView, Customer will be permitted to conduct a penetration test at Customer's expense, and targeted at sites or services directed by EagleView, in order to verify that EagleView has and continues to comply with the security and data requirements set forth in this Agreement. Customer may elect to use a qualified third-party vendor to conduct such penetration test. In no event will any such test exceed ten (10) business days in duration. Upon completion of such test, Customer will provide EagleView with a copy of the results of such test.
5. **Information Security Program.** Without limiting EagleView's obligation of confidentiality under this Agreement, EagleView will establish and maintain a written Information Security Program, together with adequate administrative, technical, and physical safeguards, to:
- 5.1 Ensure the confidentiality, integrity, and availability of all Customer Confidential Information that is accessed, processed, stored, or controlled by EagleView;
- 5.2 Take commercially reasonable efforts to protect against anticipated threats or hazards to the confidentiality, integrity, and availability of such Customer Confidential Information;
- 5.3 Maintain a vulnerability management program to protect hardware and software assets from known exploitable vulnerabilities that have an approved vendor/supplier patch or mitigation strategy;
- 5.4 Engage a third-party vendor to perform an annual penetration test. EagleView will also ensure all Critical Issues identified by such testing are remediated and retested promptly. Upon request, EagleView will provide Customer with a letter from the third-party stating that testing was performed, and all Critical Issues were addressed;
- 5.5 Protect against unauthorized access to or use of such Customer Confidential Information; and
- 5.6 Such written Information Security Program and administrative, technical, and physical safeguards must be no less rigorous than accepted industry practices (such as applicable security standards published by a Standards Body), and will ensure that all such safeguards, including the manner in which Customer Confidential Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.
6. **Disaster Recovery and Business Continuity.** EagleView will maintain a backup of Customer Confidential Information, for an orderly and timely recovery thereof if access to or use of the services hereunder may be interrupted. EagleView will maintain a Restore Point Objective ("RPO") of one business day prior.
7. **Security Incident Process.** EagleView will use commercially reasonable efforts to notify Customer, whose data is known to be or suspected to be impacted, of any Security Incident within 72 hours of confirming that a Security Incident has occurred. Unless otherwise agreed to in writing, EagleView will remediate the cause of such Security Incident immediately.
- 7.1 Customer is responsible for providing EagleView with updated and accurate contact information.
- 7.2 EagleView agrees to fully cooperate with Customer in responding to the Security Incident, including, without limitation, by: (a) designating an employee to serve as primary point of contact and a backup who will maintain reasonable communication with Customer; and (b) assisting with any investigation of the nature or cause of such Security Incident.
- 7.3 If Customer determines that applicable law or regulation requires notification to any person of a Security Incident, such notification will be carried out by EagleView at EagleView's cost, including any costs for credit monitoring or other mitigation services, unless otherwise directed by Customer in writing; provided, however, that in all cases Customer will have sole control over the content, timing, and method of any such notification to persons affected by a Security Incident involving Customer's Confidential Information.
- 7.4 EagleView will maintain Security Incident handling and reporting processes that ensure: (a) relevant logs or other digital records related to the Security Incident are maintained until the Security Incident is declared fully remediated; (b) all Security Incidents are appropriately logged; (c) all such logs and information are appropriately protected to ensure the integrity of such logs and information.



- 8. Human Resources Security.** EagleView will: (a) unless agreed otherwise in the Agreement, perform criminal background checks covering charges and convictions of any felony or any misdemeanor involving violence, dishonesty, or breach of trust for all employees of EagleView and any Subcontractors who perform services at Customer facilities and/or access or process Customer Confidential Information and/or access Customer information systems; (b) ensure that physical and logical access for each employee of EagleView and of any Subcontractors are deactivated within twenty-four (24) hours of such employee's termination of employment or such Subcontractor's termination of engagement; and (c) provide regular security awareness training to all EagleView employees and require Subcontractors to provide such training for their employees.
- 9. Facility Requirements.** EagleView will employ physical security procedures to ensure that only authorized individuals have access to corporate facilities. Such procedures will include, but not be limited to, the use of video surveillance, cardkey access, and visitor authorization and supervision processes. Surveillance records will be maintained for at least 30 days.
- 10. Record Retention.** EagleView will retain Customer Confidential Information as long as EagleView is required to by applicable law.

APPROVAL OF SUBDIVISION PLAT NAME BY JASPER COUNTY AUDITOR

Date: 3/21/2024

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

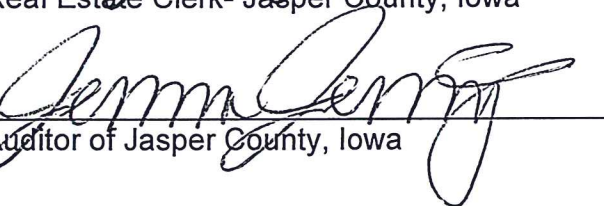
THE MEADOWS AT MONROE PLAT 3

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

Signed


Real Estate Clerk- Jasper County, Iowa

Signed


Auditor of Jasper County, Iowa



THE CITY OF MONROE, IOWA

RESOLUTION 50-2023

APPROVING THE MEADOWS AT MONROE FINAL PLAT 3

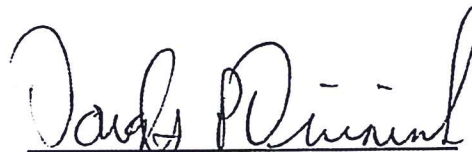
IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONROE, IOWA


WHEREAS, the City of Monroe, Jasper County, State of Iowa, is a duly organized Municipal Organization; **AND**,

WHEREAS, the City of Monroe Planning and Zoning Commission has reviewed and recommended the approval of the Final Plat 3 for Meadows at Monroe, **AND**,

WHEREAS, the Final Plat 3 for Meadows at Monroe is in general conformance with the Code of Ordinances of the City of Monroe, Iowa.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Iowa, on this 30th day of November, 2023, that the Final Plat 3 for Meadows at Monroe Plat 3 be approved as submitted.


Signed: Douglas P. Duinink, Mayor

Attest: 
Kim Thomas, City Clerk/Administrator

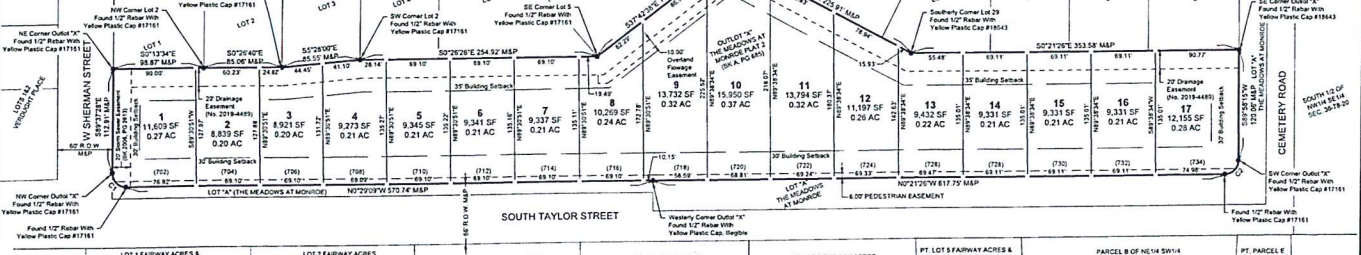


THE MEADOWS AT MONROE PLAT 3

FINAL PLAT

AREA ABOVE RESERVED FOR RECORDER'S STAMP

INDEX LEGEND
 SURVEYOR'S NAME
 ERIN D. GRIFFIN
 SNYDER & ASSOCIATES, INC.
 2777 S.W. UNCLE TOM'S BLVD
 ANKENY, IOWA 50023
 515-282-2222
 ERI@SNYDERANDASSOCIATES.COM
 115-282-2222
 SERVICE PROVIDED BY
 SNYDER & ASSOCIATES, INC.
 SURVEY LOCATED
 OUTLINE TO
 THE MEADOWS AT MONROE PLAT 3
 SEC. 36-78-20
 LANE DEVELOPMENT LLC
 RETURN TO
 ERIN D. GRIFFIN
 SNYDER & ASSOCIATES, INC.
 2777 S.W. UNCLE TOM'S BLVD
 ANKENY, IOWA 50023

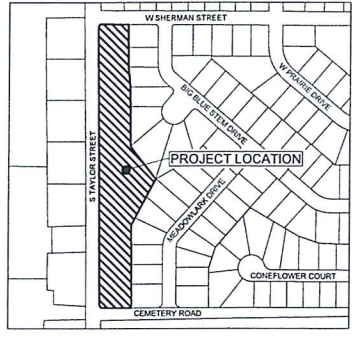


ADDRESS TABLE

| LOT # | PROPERTY ADDRESS |
|--------|-------------------|
| LOT 1 | 752 TAYLOR STREET |
| LOT 2 | 754 TAYLOR STREET |
| LOT 3 | 756 TAYLOR STREET |
| LOT 4 | 758 TAYLOR STREET |
| LOT 5 | 760 TAYLOR STREET |
| LOT 6 | 762 TAYLOR STREET |
| LOT 7 | 764 TAYLOR STREET |
| LOT 8 | 766 TAYLOR STREET |
| LOT 9 | 768 TAYLOR STREET |
| LOT 10 | 770 TAYLOR STREET |
| LOT 11 | 772 TAYLOR STREET |
| LOT 12 | 774 TAYLOR STREET |
| LOT 13 | 776 TAYLOR STREET |
| LOT 14 | 778 TAYLOR STREET |
| LOT 15 | 780 TAYLOR STREET |
| LOT 16 | 782 TAYLOR STREET |
| LOT 17 | 784 TAYLOR STREET |

CURVE TABLE

| CURVE NO. | Δ | RADIUS | ARC LENGTH | TANGENT | CHORD BEARING/LENGTH |
|-----------|-----------|--------|------------|---------|----------------------|
| C1 M&P | 81°01'07" | 15.00' | 23.87' | 15.27' | N45°48'45"E 21.42' |
| C2 M&P | 80°13'19" | 15.00' | 23.87' | 15.00' | N45°04'48"W 21.25' |



VICINITY MAP
 MONROE, IA
 1"=200'

PLAT DESCRIPTION
 OUTLINE TO THE MEADOWS AT MONROE PLAT 3 RECORDED IN BOOK A, PAGE 885 OF THE JASPER COUNTY RECORDER'S OFFICE, AN OFFICIAL PLAT IN THE CITY OF MONROE, JASPER COUNTY, IOWA.

OWNER/APPLICANT
 LANE DEVELOPMENT LLC
 7356 W 152ND STREET
 FOWLER, IA 50504-2028
 CONTACT: BILLY WAIN FRYBAK
 PHONE: (515) 975-1295

ZONING
 R5 RESIDENTIAL DISTRICT

DATE OF SURVEY
 10-28-2021

AREA
 GROSS AREA: 4.16 ACRES (181,188 SF)

BULK REGULATIONS
 MINIMUM LOT AREA: 7,500 SF
 MINIMUM LOT WIDTH: 65 FEET
 MAXIMUM HEIGHT: THE LESSER OF 2.5 STORIES OR 35 FEET

REMARKS
 FRONT: 30 FEET
 SIDE: 35 FEET
 REAR: 35 FEET

LEGEND

- FEATURES**
- Section Corner
 - 1/2" Rubber Cap #118710
 - Yellow Plastic Cap
 - (Unless Otherwise Noted)
 - ROW Marker
 - Planned Distance
 - Measured Bearing & Distance
 - Measured Az
 - Direct Distance
 - Calculated Distance
 - Centerline
 - Section Line
 - 1/4" Section Line
 - 1/4" Section Line Easement Line



Erin D. Griffin, PLS
 License Number: 19710
 My License Renewal Date is December 31, 2025.
 Signs or decals covered by this seal.
 Sheet 1 of 1

MONROE, IOWA

FINAL PLAT

THE MEADOWS AT MONROE PLAT 3

SNYDER & ASSOCIATES, INC.

2777 S.W. UNCLE TOM'S BLVD
 ANKENY, IOWA 50023
 PHONE: 515-282-2222

Project No: 1201170201
 Sheet 1 OF 1

Tuesday, March 19, 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 Cupples, seconded by Stevenson to approve Manatt's to do the Reasnor pavement maintenance work on Main Street and Broad Street South to Robin Street in the amount of \$86,873.60.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to accept the proposal from Team Services to complete Liberty Avenue Yard Phase 2 Geotechnical investigation in the amount of \$6,080.00.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Stevenson, seconded by Cupples to set a Public Hearing for the proposed property tax levy with a recommended date and time of April 2nd, 2024, at 9:30 am in the Jasper County Board of Supervisors Room.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to adopt Resolution 24-27 approving transfer order 1510 from the General fund to Secondary Roads fund in the amount of \$152,897.00.

YEA: STEVENSON, TALSMA, CUPPLES

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

Motion by Cupples, seconded by Stevenson to adopt Resolution 24-28 approving transfer order 1511 from the General Supplemental fund to the General Basic fund in the amount of \$53,012.00.

YEA: STEVENSON, TALSMA, CUPPLES

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

Motion by Cupples, seconded by Stevenson to adopt Resolution 24-29 approving transfer order 1512 from various funds to various funds in the amount of \$195,000.00.

YEA: STEVENSON, TALSMA, CUPPLES

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

Motion by Cupples, seconded by Stevenson to adopt Resolution 24-30 approving transfer order 1513 from Courthouse Capital Project fund to General Basic fund in the amount of \$46,714.00.

YEA: STEVENSON, TALSMA, CUPPLES

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 Board of Supervisors minutes from March 12, 2024.

YEA: STEVENSON, TALSMA, CUPPLES

There were no Board Appointments.

Jon Dunwell, State Representative, gave an update from the Capital.

There was no work session.

Motion by Stevenson, seconded by Cupples to adjourn the Tuesday, March 19, 2024, meeting of the Jasper County Board of Supervisors.

Jenna Jennings, Auditor

Brandon Talsma, Chairman

March 20, 2024

Wednesday, March 20, 2024, the Jasper County Board of Supervisors met in a special meeting at 6:00 p.m. with Supervisors Talsma and Stevenson present and accounted for; Chairman Talsma presiding.

Motion by Talsma, seconded by Stevenson to set a corrected Public Hearing for the proposed property tax levy with a recommended date and time of April 2nd, 2024, at 8:00 am in the Jasper County Board of Supervisors Room.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Talsma, seconded by Stevenson to adjourn the Wednesday, March 20, 2024, special meeting of the Jasper County Board of Supervisors.

Jenna Jennings, Auditor

Brandon Talsma, Chairman