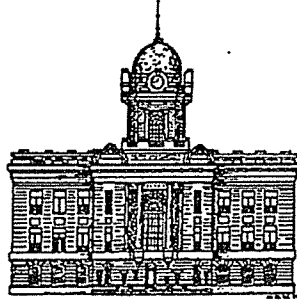


# Jasper County, Iowa

**Denny Carpenter**

**Doug Cupples**

**Brandon Talsma**



**Board of Supervisors**

**Courthouse**

**PO Box 944**

**Newton IA 50208**

**Phone 641-792-7016**

**Fax 641-792-1053**

## **JASPER COUNTY BOARD OF SUPERVISORS MEETING AGENDA**

[www.co.jasper.ia.us](http://www.co.jasper.ia.us)

**May 7th 2019**

**9:30 a.m.**

### **Pledge of Allegiance**

- Item 1            Public Hearing – County Maintenance Sheds**
  - a) **Approve Resolution to Sell Maintenance Sheds**
  - b) **Open Bids for Maintenance Sheds**
  
- Item 2            Set Public Hearing Date for Budget Amendment**  
**FY 18/19 (recommend date: May 21, 2019)**
  
- Item 3            County Attorney - Scott Nicholson**
  - a) **Easement Agreement GG 115, LLC**
  
- Item 4            Newton Wellness Coalition**
  - b) **Requesting Use of Courthouse Lawn During Newton Fest 06/07/19**
  
- Item 5            Human Services – Dennis Simon**
  - a) **Hiring Resolution – Secondary Roads**
  
- Item 6            Zoning – Nick Fratzke**
  - a) **Approval of Contract with Snyder & Associates to Complete Comprehensive Plan**
  
- Item 7            Maintenance – Adam Sparks**
  - a) **Amendment to Courthouse Masonry Repairs**
  
- Item 8            Engineer – Russ Stutt**
  - a) **Resolution of Final Plan Submittal for LL-CO50(S76W)—73-50**
  - b) **Entrance Exemption - Joshua Meyer**
  - c) **Entrance Exemption - Ryan Riggs**
  - d) **Salt Bids**
  
- Item 9            Approval of Board of Supervisors minutes for 4/23/19 & 4/30/2019**

**PUBLIC INPUT & COMMENTS**

RESOLUTION \_\_\_\_\_

**WHERE AS:** The Jasper County Secondary Roads Department no longer needs maintenance sheds in Galesburg, located on the corner of Main Street and Spruce Street, in Lynnville, located on Woodland Drive & in Monroe, located on the corner of Mechanic Street and Colfax Street.

**WHERE AS:** The Jasper County Board of Supervisors finds it in the best interest of the Jasper County Tax Payers to divest itself of the three maintenance sheds and parcels of unused property in Galesburg, Lynnville and Monroe.

**THEREFORE:** The Jasper County Board of Supervisors resolves to sell the following maintenance sheds and parcels of land, separately, each to the highest bidder.

1. Lot and Maintenance Shed known as: LOT 1 of BLOCK 9, ORIGINAL PLAT of GALESBURG in the NW1/4 of the SW1/4, SECTION 16, T-78, R-18W, JASPER COUNTY, IOWA
2. Lot and Maintenance Shed known as: PART of BLOCK 100 of T.L. SHAW'S ADDITION to the TOWN of MONROE, JASPER COUNTY, IOWA
3. Lot and Maintenance Shed known: PARCEL "F" of LOT 'C' of LOT 18, SE1/4 of the NW1/4 SECTION 11, T-78, R-17W, LYNNVILLE, JASPER COUNTY, IOWA.

Approved, this 7th day of May, 2019.

\_\_\_\_\_  
Denny Carpenter, Chairman  
Jasper County Board of Supervisors

Attest: \_\_\_\_\_  
Dennis, K. Parrott, Auditor

## **PUBLIC HEARING NOTICE**

### **For The Sale Of County Secondary Roads Department Maintenance Sheds**

A Public Hearing will be held Tuesday, May 7, 2019 at 9:30 a.m. in the Board of Supervisor's Room of the Jasper County Courthouse. The intent of the Jasper County Board of Supervisors is to sell the following pieces of real estate owned by Jasper County.

1. Lot and Maintenance Shed known as: LOT 1 of BLOCK 9, ORIGINAL PLAT of GALESBURG in the NW1/4 of the SW1/4, SECTION 16, T-78, R-18W, JASPER COUNTY, IOWA
  2. Lot and Maintenance Shed known as: PART of BLOCK 100 of T.L. SHAW'S ADDITION to the TOWN of MONROE, JASPER COUNTY, IOWA
  3. Lot and Maintenance Shed known: PARCEL "F" of LOT 'C' of LOT 18, SE1/4 of the NW1/4 SECTION 11, T-78, R-17W, LYNNVILLE, JASPER COUNTY, IOWA.
- Bid Forms may be obtained from the Jasper County Auditors Office.

## EASEMENT AGREEMENT

This Agreement is made in Jasper County, Iowa on \_\_\_\_\_, 2019, between Jasper County, Iowa, hereinafter "County", and GG 115, LLC, an Iowa limited liability company hereinafter "GG 115".

Whereas, the County represents and warrants that it owns and has fee simple title to that certain parcel of real estate located in the Jasper County, Iowa legally described as follows:

Lot 7 and 8 in Block 19 of the Original Plat of Newton, Iowa, EXCEPT Parcel "A" part of Lot 7 and 8 in Block 19 of the Original Plat of Newton, Iowa, more particularly described as follows: The South 24 feet of the West 30 feet of Lot 7 and the West 30 feet of Lot 8, all in Block 19, Original Town of Newton, Jasper County, Iowa.

Whereas, GG 115 represents and warrants that it owns and has fee simple title to that certain parcel of real estate located in the Jasper County, Iowa legally described as follows:

Parcel "A" part of Lot 7 and 8 in Block 19 of the Original Plat of Newton, Iowa, more particularly described as follows: The South 24 feet of the West 30 feet of Lot 7 and the West 30 feet of Lot 8, all in Block 19, Original Town of Newton, Jasper County, Iowa.

Whereas, GG 115 has reserved an easement over the County's above-described real estate in the Plat recorded April 8, 2019, in Instrument No. 2019-00001659, and said easement area is legally described as follows:

A 6.00' wide easement located entirely within Lot 7 in Block 19 of the Original Plat Newton, Jasper County, Iowa. More particularly described as follows:

commencing at Northwest Corner of said Lot 7; thence S0°37'07"E 36.24' along the West line of said Lot 7 to the point of beginning; thence, continuing S0°37'07"E 6.00' along said West line; thence N89°08'12"E 30.00'; thence, N0°37'07"W 6.00'; thence S89°08'12"W 30.00' to the point of beginning, containing 180 sq ft/0.004 acres.

Now therefore, and for One Dollar (\$1.00) and other valuable consideration, it is mutually agreed as follows:

A perpetual easement that shall run with land for the benefit of GG 115's and its successor's real estate is hereby created to reserve the following:

1. The right to place and maintain heating, cooling, and air handling equipment, including associated utility connections, on the easement area.
2. The right to place and maintain a grease trap on the easement area or below ground in the easement area.
3. The right to place and maintain coolers and freezers on the easement area.
4. The right to have building doors swing open onto and above the easement area.

However, if GG 115's and/or its successor's use of the land named in this Easement Agreement is deemed to be a "Public Nuisance" or a nuisance to the County, the County has provided three (3) written notices to GG 115 and/or its successors, the County has provided GG 115 and/or its successors a reasonable amount of time to cure the nuisance (seven (7) to fourteen (14) days), and the nuisance has not been cured by GG 115 and or its successors, then the easement shall be terminated.

In witness thereof, the County and GG 115 have duly executed this Agreement.

**JASPER COUNTY  
BOARD OF SUPERVISORS**

**GG 115, LLC**

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

By: Bryan D. Friedman, Co-President of  
Goldfinch Growth, Inc., Member

Attest \_\_\_\_\_

By: Natalie K. Umstead, Co-President of  
Goldfinch Growth, Inc., Member





**EXHIBIT A**  
**SCOPE OF SERVICES**  
**COMPREHENSIVE PLAN**  
**JASPER COUNTY, IOWA**

**CLIENT:** MR. NICK FRATZKE  
DIRECTOR OF COMMUNITY DEVELOPMENT  
JASPER COUNTY  
116 WEST 4<sup>TH</sup> ST SOUTH  
NEWTON, IOWA 50208

**PROFESSIONAL:** SNYDER & ASSOCIATES, INC.  
2727 SW SNYDER BLVD  
ANKENY, IOWA 50023

**DATE:** April 26, 2019

**PROJECT DESCRIPTION**

This PROJECT is to prepare a Comprehensive Plan for Jasper County. This scope of services details the project administration, logo development, public engagement, and plan development necessary to complete this PROJECT. The plan will be developed to be consistent with Iowa's Smart Planning Principles. PROFESSIONAL will enlist Solutions in the Land to subconsult for agricultural expertise.

**SCOPE OF SERVICES:**

**I. BASIC PROFESSIONAL SERVICES**

**A. TASK 1: PROJECT ADMINISTRATION**

PROFESSIONAL will provide the following administrative services:

1. Monthly invoices and progress reports
2. Ongoing coordination with the CLIENT
3. Quality Assurance/Quality Control review of draft and final deliverables

**B. TASK 2: LOGO DEVELOPMENT AND BRANDING**

1. CLIENT to complete design logo/branding worksheet.
2. PROFESSIONAL will review the worksheet and design information to develop approximately 3 draft logos.
3. CLIENT and/or Project Review Committee will review and provide feedback on the draft logo designs.
4. PROFESSIONAL will revise designs based upon feedback.
5. CLIENT will provide final review/comment.
6. PROFESSONAL will provide final logo and branding.

C. TASK 3: PUBLIC ENGAGEMENT AND MEETINGS

Using the public engagement process, the PROFESSIONAL will identify opportunities and constraints in the county and develop a vision for the future, which will be used to inform the goals and objectives of the Plan. The PROFESSIONAL will provide public engagement services including the following:

1. ONLINE COMMUNICATION –
  - a. Website – PROFESSIONAL will develop and maintain a project websites for posting the plan timeline, draft content, and other information as appropriate. The domain will be a custom name that can be transferred to the CLIENT upon completion of the project.
  - b. Social Media – PROFESSIONAL will provide information and material for the CLIENT and planning partners to post on social media.
  
2. FOUR PROJECT REVIEW COMMITTEE MEETINGS –
 

PROFESSIONAL shall facilitate four Project Review Committee meetings throughout the project. CLIENT shall contact potential members for service on the Project Review Committee. This may include individuals representing the following:

  - a. Board of Supervisors
  - b. County and Conservation Board Staff
  - c. Local Stakeholders and Private Businesses
  - d. CIRTPA
  - e. School Districts
  - f. Jasper County Health Department
  - g. Law Enforcement
  - h. Community Leaders



3. THREE FOCUS GROUP MEETINGS – PROFESSIONAL will work with the CLIENT to identify up to three focus groups to target specific demographics or topics for more intense discussion. This may be:
  - a. County staff – County-wide strengths and weaknesses
  - b. Farmers – Agricultural trends and issues (enlisting expertise of Solutions in the Land)
  - c. Incorporated towns – relationship between cities and county and growth areas
  
4. FOUR PIGGYBACK COMMUNITY EVENTS – PROFESSIONAL will work with the CLIENT to identify four community events in which the PROFESSIONAL can host a booth to better engage the public. Ideally, these events would be geographically spread throughout the county.
  
5. ONLINE PUBLIC SURVEY – PROFESSIONAL will develop a public survey using MetroQuest and post the survey on the project website. The survey shall be open for 4 to 6 weeks. PROFESSIONAL will analyze the data upon completion and use the results for development of goals and objectives in the plan. CLIENT shall advertise the survey via traditional and social media and available email lists.
  
6. BOARD OF SUPERVISORS – PROFESSIONAL will provide written updates for four meetings of the Board of Supervisors. The PROFESSIONAL will present the final plan to the Board of Supervisors for adoption in person.

D. TASK 4: PLAN DEVELOPMENT

1. EXISTING STUDIES – PROFESSIONAL will review related plans and studies and incorporate goals and data as appropriate. These plans may include:
  - a. Small town comprehensive plans
  - b. CIRTPA Long-Range Transportation Plan
  - c. 2016 Jasper County Multi-Jurisdictional Hazard Mitigation Plan
  - d. 2017 Jasper County Housing Assessment
  - e. Jasper County Health Department’s Community Health Needs Assessment
  - f. Four County Trail Plan – Iowa Heartland RC&D

2. COMMUNITY ASSESSMENT - PROFESSIONAL will gather US Census data and other readily available data to prepare brief summary analyses addressing:
  - a. Population Trends & Projections - population pyramids to show age and gender distribution, race/ethnicity, income distribution, and population projections based upon historical growth.
  - b. Housing data including number of units and value
  - c. Employment sectors
  - d. Natural, historical, social and cultural resources
  
3. LAND USE AND GROWTH MANAGEMENT – PROFESSIONAL will prepare existing and future land use maps and analyses as follows:
  - a. Existing Land Use – PROFESSIONAL will prepare an existing land use map based upon current conditions. Existing Land Use will be reviewed with respect to planning principles. Items of concern, such as incompatibility of adjacent land uses will be discussed. Significant non-conforming land uses will be identified.
  - b. Future Land Use Plan - Using the community’s vision as a framework, the PROFESSIONAL will prepare a future land use plan. The PROFESSIONAL will estimate land use needs, based on residential, commercial, and industrial use, to accommodate growth and target growth areas through the planning horizon.
  
4. TRANSPORTATION – PROFESSIONAL will prepare existing and future transportation maps and analyses as follows:
  - a. Existing Roads and Highways - PROFESSOINAL will review the current transportation system and related information including functional classification and prepare existing transportation maps, noting gaps in the network.
  - b. Future Roads and Highways - PROFESSIONAL will evaluate the need for future extension of roads or highways as per the new land use plan. PROFESSIONAL will establish guidance related to road suitability for development.
  
5. RURAL HOUSING AND UNINCORPORATED VILLAGES – PROFESSIONAL will use County Assessor data to assess the number, age, and type of housing available. PROFEESSIONAL will review feasibility of alternative and emerging trends in housing demand and development.

6. NATURAL AND AGRICULTURAL ENVIRONMENT –  
PROFESSIONAL will prepare maps of agricultural and natural resources to help focus new development in the most appropriate locations.
  - a. Natural Resources and Environmental Constraints - Information will include the Jasper County Hazard Mitigation Plan and the FEMA Flood Insurance Rate Maps. Topography and soils maps will also be included.
  - b. Land Evaluation and Site Assessment (LESA) - PROFESSIONAL will also use the LESA to evaluate the suitability of the land to be used for farming (e.g. soil type, slope, etc.) along with the suitability of the location to be used for farming (e.g. zoning, relationship to existing infrastructure and utilities, distance to incorporated areas, development pressure, public values etc.) to identify prime agricultural areas.
  
7. RECREATION, PARKS, AND TRAILS – PROFESSIONAL will prepare an existing and future park and recreation maps and analyses as follows:
  - a. Existing Parks, Trails, and Service Areas – PROFESSIONAL will prepare an existing parks, trails and service area map.
  - b. Future Parks, Trails, and Service Area – PROFESSIONAL will prepare a future scenario map where new parks and trails may be necessary to meet service area needs and connectivity within the trail system.
  
8. ECONOMY
  - a. Trail–Affiliated Development – PROFESSIONAL will plan for the accommodation of future trail-affiliated development and connections of destinations to the trail system.
  - b. Commercial and Industrial Development – PROFESSIONAL will review the need for future commercial or industrial development areas.
  - c. Educational Opportunities – PROFESSIONAL will review the need for additional educational opportunities within the county.
  - d. Agriculture Enhancement and Diversification – PROFESSIONAL will coordinate with Solutions in the Land to explore market

opportunities and methods and programs for enhancing and diversifying agriculture uses. These may be related to:

- i. Farmland preservation
- ii. Farmland consolidation by corporations
- iii. incentives for small scale and integrated operations
- iv. diversification of agricultural practices and products (e.g. agri-tourism, value-added agriculture, etc.)
- v. alternatives to current farming practices within landowner/operator autonomy
- vi. environmentally sustainable operations related to soil erosion and water quality

9. IMPLEMENTATION PLAN – Each Plan element will set forth goals that reflect the desired future condition of the county, which are developed through a synthesis of input gleaned from the residents, key personnel and staff. The PROFESSIONAL will develop an implementation plan that consolidates the goals from each Plan element, measurable objectives, and polices or proposed capital improvement within the plan. Each policy or proposed capital improvement will have an assigned responsible party and an assessment of resources needed (including personnel, funding, and time). The Implementation Plan will include a recommendation for annual evaluation of the overall Comprehensive Plan.

## II. ROLE OF THE CLIENT

The CLIENT is a participating team member in this PROJECT. As such, the PROFESSIONAL relies upon the CLIENT for certain elements to complete the TASKS as noted above.

1. The CLIENT shall provide copies of existing plans and studies that may be relevant for use on this PROJECT.
2. The CLIENT shall provide any existing GIS data and aerial photography for the PROFESSIONAL'S use on the project.
3. The CLIENT shall provide building permit and any imminent plat information that may not yet be reflected in County parcel mapping.
4. The CLIENT shall be responsible for initiating contact with potential members of the Project Review Committee.
5. The CLIENT shall be responsible for securing the location for all meetings and events.

III. DELIVERABLES

PROFESSIONAL will deliver the following documents:

1. Drafts of all documents for review
2. Presentation materials
3. Maps and editable GIS files, including
  - a. Existing and Future Land Use
  - b. Existing and Future Transportation
  - c. Existing and Future Parks, Recreation, and Trails
4. Information and materials for website and social media pages
5. Final Deliverables
  - a. Editable electronic document
  - b. 10 printed and bound copies after final Public Hearing

IV. SCHEDULE

Assuming no unforeseen circumstances or changes in this scope of services, the PROFESSIONAL will complete the scope of services outlined above within ten months of contract approval, anticipated to be complete in February 2020. The schedule is dependent upon prompt feedback and meeting availability from the CLIENT and Project Management Team members. PROFESSIONAL will communicate any potential changes to the schedule as soon as they become apparent.

V. COMPENSATION AND TERMS OF PAYMENT

The Basic Professional Services fee shall be based on a total lump sum based upon hourly estimates developed with the labor classifications shown in Exhibit B. The PROJECT fee is broken down as described below.

Project Task	LUMP SUM FEE
TASK 1: PROJECT ADMINISTRATION	\$4,400
TASK 2: LOGO DEVELOPMENT AND BRANDING	\$3,200
TASK 2: PUBLIC ENGAGEMENT AND MEETINGS	\$32,300
TASK 3: PLAN DEVELOPMENT	\$24,700
<b>Total</b>	<b>\$64,600</b>

VI. ADDITIONAL SERVICES

If CLIENT should request additional services related to the above-listed services, or if the extent of modifications vary significantly from those listed above, the PROFESSIONAL will complete additional services on an hourly rate plus direct expenses basis, per Exhibit B, upon a notice to proceed by CLIENT.

**EXHIBIT B**

**SNYDER & ASSOCIATES, INC.  
2019-20  
STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate
<b>Professional</b>	
<i>Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way, Graphic Designer</i>	
Principal II	\$208.00 /hour
Principal I	\$197.00 /hour
Senior	\$177.00 /hour
VIII	\$163.00 /hour
VII	\$155.00 /hour
VI	\$148.00 /hour
V	\$138.00 /hour
IV	\$128.00 /hour
III	\$116.00 /hour
II	\$106.00 /hour
I	\$93.00 /hour
<b>Technical</b>	
<i>Technicians--CADD, Survey, Construction Observation</i>	
Lead	\$125.00 /hour
Senior	\$119.00 /hour
VIII	\$111.00 /hour
VII	\$103.00 /hour
VI	\$92.00 /hour
V	\$82.00 /hour
IV	\$76.00 /hour
III	\$64.00 /hour
II	\$56.00 /hour
I	\$48.00 /hour
<b>Administrative</b>	
II	\$64.00 /hour
I	\$52.00 /hour
<b>Reimbursables</b>	
Mileage	<i>Current IRS standard rate</i>
Outside Services	<i>As Invoiced</i>



# STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

NOW ON THIS \_\_\_\_ day of \_\_\_\_\_, 2019, Snyder & Associates, Inc.,  
2727 SW Snyder Boulevard., Ankeny, IA 50023 (hereinafter, Professional), and  
Jasper County, 116 West 4th Street South, Newton, IA 50208  
(hereinafter, Client) do hereby agree as follows:

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



**ADDITIONAL TERMS AND CONDITIONS**

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

Exhibit A Scope of Services  
Exhibit

\_\_\_\_\_(Client)

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

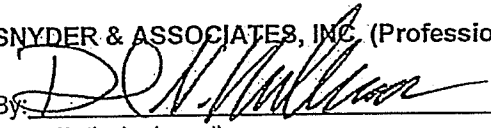
\_\_\_\_\_  
(Printed or typed signature)

Attest:

\_\_\_\_\_  
Dennis K. Parrott, Auditor

Exhibit  
Exhibit

SNYDER & ASSOCIATES, INC (Professional)

By:   
(Authorized agent)

David N. Moeller, PE  
\_\_\_\_\_  
(Printed or typed signature)

Route executed copy to: Mindy Moore



Snyder & Associates  
2727 SW Snyder Blvd.  
Ankeny, Iowa 50023

### Scope of Services

The scope of services details Solutions in the Land's work as a sub-consultant for Snyder & Associates for a Comprehensive Plan for Jasper County, Iowa.

Budget: \$9,000

1. Public Engagement & Meetings
  - a. Attendance at project review committee meeting(s)
  - b. Focus Group Meetings
    - i. Conduct demographic assessment of Jasper County agricultural resources to include:
      1. Historical summary of agricultural practices
      2. Identify the following:
        - a. Current agricultural assets within the county
        - b. Existing agriculture in the county
        - c. Other relevant infrastructure in the area
  - c. From the demographic assessment Solutions in the Land will identify target landowners and operators for focus group meetings
  - d. Lead discussion at focus group meetings with attention to:
    - i. Community values
    - ii. Ecological services
    - iii. Farmland preservation
    - iv. Development pressures
    - v. Possible implementation planning
2. Natural and Agricultural Environment
  - a. Farmland preservation
    - i. Create narrative for the need to preserve farmland within the county based on focus group meetings
    - ii. Outline plan for preservation in line with Jasper County values and concerns
      1. Farmland consolidation by corporations
      2. Incentives for small scale/integrated agriculture
      3. Diversification of agricultural practices and products
3. Economy
  - a. Analysis of market opportunities
  - b. Access opportunities in agriculture for Jasper County
    - i. Analysis of market opportunities to include:
      1. Small scale and integrated operations
      2. Alternatives to current farming practices within landowner/operator autonomy

20506 Beaverton Road : solutionsintheland.com  
Poplar Grove, IL 61065 : info@solutionsintheland.com  
815-742-3450

- 3. Environmentally sustainable operations
  - a. Soil erosion
  - b. Water quality
- c. Set goals for agriculture in the county
  - i. Landowners
  - ii. Operators
- ci. Identify incentives for small scale/integrated operations
  - i. Available state and federal programs
  - ii. Planning steps for first generations farmers in the county
  - iii. (Identify possible farms that are vulnerable to corporate purchase)
- 4. Implementation Plan
  - a. Outline process for implementation
    - i. Landowner accountability and involvement
    - ii. Agricultural enhancements
    - iii. Support for small scale/integrated operations
    - iv. Support for first generation operators
- 5. Additional Consultation as needed
  - a. Items that may arise in the course of the project that fall into Solutions in the Land's area of expertise that supports the overall outcome objectives of the project



**PROFESSIONAL SERVICES AMENDMENT**

**ATTN:** Adam Sparks  
**CLIENT:** Jasper County, IA  
Jasper County Courthouse  
101 1<sup>st</sup> Street North  
Newton, IA 50208

**PROJECT:** Jasper County – Courthouse Masonry Repairs

**PROJECT LOCATION:** Newton, Iowa

**ORIGINAL AGREEMENT DATE:** April 11, 2018

**AMENDMENT NO:** 1

**DATE OF AMENDMENT:** May 3, 2019

Jasper County, IA and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

**AMENDED SCOPE OF SERVICES**

We will provide the following additional services for the project:

1. Perform Owner-requested assessment of the courthouse masonry repairs work completed in 2018 by RL Contractors, Inc.
2. Deliver written report noting current condition of completed work as well as what has not yet been completed based on the contract documents dated June 4, 2018.

**CLIENT RESPONSIBILITIES**

No changes.

**SCHEDULE**

The Schedule is as follows:

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

**COMPENSATION**

Description	Fee Type	Fee
Amendment Scope of Services	Fixed Fee	\$5,000 + expenses

**Fee Types:**

- Fixed - We will provide the additional Scope of Services for the lump sum fees listed above.

**Expenses:**

- The expense amounts will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.

*See attached Expense Fee Schedule.*

The terms of this proposal are valid for 30 days from the date of this proposal.

Project 418287-0



**OTHER TERMS**

No changes.

**AGREEMENT**

When accepted by both parties, this Amendment will amend the Original Agreement and is subject to all other terms and conditions of the Original Agreement. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Amendment. The Client representative signing this Amendment warrants that he or she is authorized to enter into this Amendment on behalf of the Client.

Sincerely,  
SHIVE-HATTERY, INC.



Kevin Long, RRO, Project Manager  
klong@shive-hattery.com

---

**AMENDMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED**

**CLIENT:** Jasper County, IA

**BY:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
(signature)

**PRINTED NAME:** \_\_\_\_\_ **DATE ACCEPTED:** \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Dennis K. Parrott, Auditor

**Dennis K. Parrott, Auditor**

**REIMBURSABLE EXPENSE FEE SCHEDULE**  
**Effective January 1, 2019 - December 31, 2019**

<u>EXPENSE</u>	<u>FEE</u>
<b><u>TRAVEL</u></b>	
Mileage- Car/Truck	\$0.58/ Mile
Mileage- Survey Truck	\$0.68/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%
<b><u>OUTSIDE SERVICES</u></b>	
Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%
<b><u>IN-HOUSE SERVICES</u></b>	
<b>Drawings/Prints/Plots:</b>	
Bond	\$ .30 /Sq.Ft.
Mylar	\$ .75 /Sq.Ft.
Photogloss	\$ .90 /Sq.Ft.
Color Bond	\$ .60 /Sq.Ft.
Foam Core Mounting	\$13.00
<b>Color Prints:</b>	
Letter Size	\$1.00
Legal and 11x17	\$2.00

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

RESOLUTION OF FINAL PLAN SUBMITTAL FOR  
PROJECT NUMBER LL-C050(S76W)—73-50

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

To sign and approve Final Plans for a May 16, 2019 Letting on LL-C050(S76W)—73-50, HMA  
overlay on portions of S 76<sup>th</sup> Avenue W and E 8<sup>th</sup> St N..

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

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

Approved this 7th day of May, 2019.

\_\_\_\_\_  
Dennis Carpenter  
Chairman Board of Supervisors

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

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

ATTEST: \_\_\_\_\_

Dennis Parrott  
Jasper County Auditor

UTILITIES NOTE

It shall be the responsibility of the contractor to notify the owners of all existing public utilities and locate their existence prior to the beginning of any construction. The contractor shall provide access to the utilities as necessary for modification of service. No claims for additional compensation will be made by the contractor for any delay or delay caused by such work. To locate utilities dial ONE CALL 1-800-292-6388.

# HMA RESURFACING

PROJECT NUMBER: LL-C050(S76W)--73-50

# JASPER COUNTY

JASPER COUNTY

PROJECT NUMBER: LL-C050(S76W)--73-50

SHEET A.01

IOWA

DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION

PLANS OF PROPOSED IMPROVEMENT ON THE

LOCAL SYSTEM

# JASPER COUNTY

LL-C050(S67W)--73-50

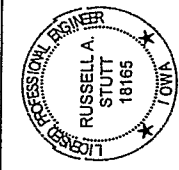
## HMA RESURFACING

SECTIONS OF ROADWAYS, W 76TH STREET S  
AND E 8TH STREET N

### TRAFFIC CONTROL

THIS ROAD WILL BE MAINTAINED TO THROUGH TRAFFIC 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, AND LAYOUTS SHALL BE AS PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, AS ADOPTED BY THE DEPARTMENT PER 761 OF THE IOWA ADMINISTRATIVE CODE (IAC), CHAPTER 130.\*

JASPER COUNTY BOARD OF SUPERVISORS	
Supervisor	Date
Supervisor	Date
Supervisor	Date



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

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

RUSSELL A. STUTT, P.E. 18165  
MY LICENSE RENEWAL DATE IS DEC. 31, 2020

SHEETS COVERED BY THIS SEAL: \_\_\_\_\_  
(ENTIRE SUBMISSION UNLESS SPECIFIED HERE)

### INDEX OF SHEETS

NO.	DESCRIPTION
A.01	TITLE SHEET
A.02	LOCATION MAPS
B.01	QUANTITIES TABULATIONS
B.02	GENERAL NOTES
C.01	LOCATION TABLES
D.01	TYPICAL CROSS SECTIONS AND DETAILS

### MILEAGE SUMMARY

DIV.	LOCATION	FEET	MILES
1	S 76TH AVENUE W	5,600.00	1.098
2	E 8TH STREET N	800.00	0.125
		6,400.00	1.250

REFER TO THE PROPOSAL FORM FOR LIST OF APPLICABLE SPECIFICATIONS

### STANDARD ROAD PLANS

THE FOLLOWING STANDARD PLANS SHALL BE CONSIDERED APPLICABLE TO CONSTRUCTION WORK ON THIS PROJECT

STANDARD	ISSUED	TITLE
PM-110	04-18-13	LINE TYPES
PM-120	10-21-14	STOP LINES AND ISLANDS
PM-220	04-19-11	TWO-LANE ROADWAY WITH NO TURN LANES (ONE-WAY STOP)
PR-201	10-21-14	RUNOUTS FOR RESURFACING
PR-202	10-21-14	NOTCHES FOR RESURFACING (WITH OR WITHOUT RUNOUT)
PV-3	10-18-11	SAFETY EDGE
PV-202	04-18-13	HOT MIX ASPHALT RESURFACING
TC-214	04-18-13	LANE CLOSURE WITH FLAGGERS FOR USE WITH PILOT CAR

CONTACT INFORMATION  
 JASPER COUNTY ENGINEERS' OFFICE  
 910 N 11TH AVE E  
 NEWTON, IA 50208  
 PHONE: 641.792.5862  
 FAX: 641.791.7740





ESTIMATED ROADWAY QUANTITIES  
 Project Number: LL-C050(S76W)--73-50

ITEM NUMBER	ITEM CODE	ITEM DESCRIPTION	ITEM UNITS	DIVISION 1		DIVISION		PROJECT	
				TOTALS	TOTALS	TOTALS	TOTALS	TOTAL	TOTAL
1	2116-0000100	FULL DEPTH RECLAMATION	SY	14549.33	2133.33	16682.67			
2	2116-0000210	ASPHALT STABILIZING AGENT	TON	170.00	24.90	194.90			
3	2121-7425010	GRANULAR SHOULDER TYPE A	TON	471.25	65.00	536.25			
4	2212-0475095	CLEANING AND PREPARATION OF BASE	MILE	1.10	0.15	1.25			
5	2213-7100400	RELOCATION OF MAIL BOXES	EACH	14.00	1.00	15.00			
6	2214-5145150	PAVEMENT SCARIFICATION	SY	572.22	247.78	820.00			
7	2303-0101000	HOT MIX ASPHALT MIXTURE, WEDGE, LEVELING OR STRENGTHENING CO URSE	SY	1222.22	977.78	2200.00			
8	2303-1031750	HOT MIX ASPHALT STANDARD TRAFFIC, BASE COURSE, 3/4 IN. MIX	TON	4240.04	584.83	4824.88			
9	2303-1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	TON	296.80	40.94	337.74			
10	2303-6911000	HOT MIX ASPHALT PAVEMENT SAMPLES	LS	0.75	0.25	1.00			
11	2303-7000610	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE LA BORATORY VOIDS (FORMULA - BY PAY FACTOR)	EACH	15000.00	5000.00	20000.00			
12	2303-7000620	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE FIELD VOIDS (FORMULA - BY PAY FACTOR)	EACH	15000.00	5000.00	20000.00			
13	2520-3350010	FIELD LABORATORY	EACH	0.75	0.25	1.00			
14	2527-9263117	PAINTED PAVEMENT MARKINGS, DURABLE	STA	114.36	16.00	130.36			
15	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	STA	114.36	16.00	130.36			
16	2528-8445110	TRAFFIC CONTROL	LS	0.75	0.25	1.00			
17	2528-8445113	FLAGGERS	EACH	45.00	10.00	55.00			
18	2528-8445115	PILOT CARS	EACH	15.00	0.00	15.00			
19	2533-4980005	MOBILIZATION	LS	0.75	0.25	1.00			
20	2599-9999020	CRUSHED ASPHALT MILLINGS	TON	100.00	0.00	100.00			

Data listed below is for informational purposes only and shall not constitute a basis for any extra work orders.

DESCRIPTION

- 1 2116-000100 FULL DEPTH RECLAMATION  
THIS ITEM MAY REQUIRE THE GRADE TIME TO CURE BEFORE THE HMA MIX IS PLACED
- 2 2116-000210 ASPHALT STABILIZING AGENT
- 3 2121-7425010 GRANULAR SHOULDER TYPE A
- 4 2212-0475095 CLEANING AND PREPARATION OF BASE
- 5 2213-7100400 RELOCATION OF MAIL BOXES  
THIS WILL BE FULL COMPENSATION FOR ANY LABOR AND MATERIALS NEEDED TO REPLACE ANY MAILBOX NEEDING TO BE REMOVED FOR THE RECLAMATION TO BE COMPLETED AND FOR ALL MAILBOXES NEEDING TO BE RAISED TO THE REQUIRED HEIGHT STIPULATED BY THE UNITED STATES POSTAL SYSTEM AFTER RESURFACING IS COMPLETED. METHOD OF MEASUREMENT WILL BE A COUNT OF EACH MAILBOX NEEDING ADJUSTED FOR PLACEMENT AND/OR HEIGHT. BASIS OF PAYMENT WILL BE 1 EACH PER LOCATION.
- 6 2214-5145150 PAVEMENT SCARIFICATION
- 7 2303-0101000 HOT MIX ASPHALT MIXTURE, WEDGE, LEVELING OR STRENGTHENING COURSE
- 8 2303-1031750 HOT MIX ASPHALT STANDARD TRAFFIC, BASE COURSE, 3/4 IN. MIX  
TOTAL QUANTITY FOR HMA INCLUDES MATERIAL FOR INTERSECTIONS, ENTRANCES, AND RUNOUTS. AGGREGATE FOR HMA SHALL BE CLASS A, 3/4 INCH WITH A MINIMUM 75% FRACTURED FACES AND 40 PERCENT ANGULARITY REQUIRED IN THE MINUS 4 MATERIALS.
- 9 2303-1250283 ASPHALT BINDER, PG 58-285, STANDARD TRAFFIC  
QUANTITY IS FIGURED ON 7% BY WEIGHT OF THE TONS OF HMA
- 10 2303-6911000 HOT MIX ASPHALT PAVEMENT SAMPLES  
THE PRICE BID FOR THIS ITEM SHALL INCLUDE ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY FOR THE CUTTING AND CONTRACTING INSPECTOR TO USE CONTRACTORS LAB FOR TESTING
- 11 2303-7000610 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE LA BORATORY VOIDS (FORMULA - BY PAY FACTOR)
- 12 2303-7000620 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE FI ELD VOIDS (FORMULA - BY PAY FACTOR)
- 13 2520-3350010 FIELD LABORATORY
- 14 2527-9263117 PAINTED PAVEMENT MARKINGS, DURABLE
- 15 2527-9270111 GROOVES CUT FOR PAVEMENT MARKINGS  
DEPTH OF GROOVING SHALL BE AT TWICE THE MANUFACTURES RECOMMENDED DEPTH
- 16 2528-8445110 TRAFFIC CONTROL
- 17 2528-8445113 FLAGGERS
- 18 2528-8445115 PILOT CARS
- 19 2533-4980005 MOBILIZATION
- 20 2599-9999020 CRUSHED ASPHALT MILLINGS  
THE CONTRACTOR SHALL SUPPLY CRUSHED MILLINGS AS REQUIRED TO THE GRADE WITH A WEIGHT TICKET, PAYMENT WILL BE PER TON MATERIAL DELIVERED. THE MATERIAL SHALL BE USED ON SECTIONS OF S 76TH AVENUE W TO FILL IN AREAS THAT ARE LOW BEFORE THE INCORPORATION PROCESS.

DRIVEWAY LOCATIONS ON S 76TH AVENUE W

TYPE	911 NUMBER	STATION	SIDE	SURFACING	WIDTH OF FILLET	MAILBOX YES / NO	SINGLE / DOUBLE
FIELD		4+15	LT	DIRT	30	NO	NO
HOUSE	11161	9+33	RT	ROCK	30	YES	SINGLE
HOUSE	11133	10+95	RT	ROCK	20	YES	SINGLE
FIELD		12+81	RT	DIRT	40	NO	NO
FIELD		13+30	LT	DIRT	40	NO	NO
HOUSE	11055	16+25	RT	ROCK	40	YES	SINGLE
FIELD		23+31	RT	DIRT	30	NO	NO
HOUSE	10891	23+72	RT	CONCRETE	24	YES	SINGLE
HOUSE	10849	25+57	RT	CONCRETE	22	YES	SINGLE
HOUSE	10827	27+05	RT	CONCRETE	36	YES	DOUBLE
HOUSE	10807	28+06	RT	CONCRETE	28	NO	NO
FIELD		28+00	LT	DIRT	30	NO	NO
HOUSE	10779	30+13	RT	HMA	26	NO	NO
GARAGE	10779	30+95	RT	HMA	22	YES	DOUBLE
HOUSE	10747	31+87	RT	ROCK	28	NO	NO
HOUSE	10762	32+31	LT	ROCK	30	YES	SINGLE
FIELD		35+77	RT	ROCK	24	NO	NO
HOUSE	10653	39+29	RT	ROCK	24	YES	SINGLE
HOUSE	10611	41+54	RT	ROCK	24	YES	SINGLE
FIELD		43+45	RT	DIRT	30	NO	NO
FIELD		45+94	LT	DIRT	30	NO	NO
HOUSE		49+15	RT	ROCK	32	YES	SINGLE
HOUSE	10500	50+17	LT	ROCK	50	YES	DOUBLE
HOUSE	10490	51+01	LT	ROCK	66	NO	NO
HOUSE	10479	51+83	RT	CONCRETE	34	YES	SINGLE
HOUSE	10454	52+43	LT	ROCK	60	YES	SINGLE
FIELD		54+06	LT	DIRT	30	NO	NO

JASPER COUNTY

PROJECT NUMBER: LL-C050(S76W)--73-50

SHEET C.01

INTERSECTIONS ON S 76TH AVENUE W

STATION	SIDE	WIDTH	LENGTH	STREET
28.18	LT	26	75	W 108TH STREETS

DRIVEWAY LOCATIONS ON E8TH STREET N

TYPE	911 NUMBER	STATION	SIDE	SURFACING	WIDTH OF FILLET	MAILBOX	
						YES / NO	SINGLE / DOUBLE
DAIRY		29+95	RT	ROCK	32	NO	NO
HOUSE	2862	31.05	RT	CONCRETE	40	YES	SINGLE
FIELD		31+50	LT	ROCK	24	NO	NO
FIELD		33+75	RT	ROCK	24	NO	NO
FIELD		33+75	LT	ROCK	24	NO	NO

PAVEMENT SCARIFICATION

S 76TH AVENUE W			
STATION	LENGTH (FT)	WIDTH (FT)	DEPTH (IN)
0+58	50	22	2
58+00	100	22	2
E 8TH STREET N			
26+30	50	22	2
12+50	100	22	2
19+35	100	22	2



Permit Number \_\_\_\_\_

41.667723  
-93.140555

Permit Fee \$30.00  
Received 1-23-19

**JASPER COUNTY HIGHWAY DEPARTMENT**

Application for permit to construct Entrance from  
Private property to County Road

# 1002

\* Application of Joshua Meyer Phone No. H (41-373-3635 W 515-223-7237

\* Address 1801 W 2nd Ave E, Newton, IA 50208  
Date Jan 17, 2019

Jasper County Secondary Road Department  
910 N. 11<sup>th</sup> Ave. E.  
Newton, IA 50208

(FOR OFFICE USE ONLY)  
On W 62nd St. S 105.7'  
North of S 36th St. W  
on the west side

Gentlemen:

Permission is hereby requested for the construction of entrance from right-of-way to county road traveled way, including drainage structure thereunder.

\* Proposed entrance is located as follows: The black top driveway located 3357 W 62nd St S,  
Newton, IA 50208

SKETCH OR PLAN OF ENTRANCE AS PROPOSED TO BE CONSTRUCTED IS SHOWN ON THE BACK OF THIS APPLICATION

\* Proposed Contractor Wausau Homes, Marshalltown - Jeff Simms (41-758-3609

Pipe Size (to be determined by county) \_\_\_\_\_

Pipe Type: New Galvanized 16 Gage Steel Corrugated Riveted Pipe (Required on all hard surface Roads) will be maintained by the County.  
New Double Wall Polyvinyl Pipe (Optional on granular surfaced roads). The County will not maintain polyvinyl pipe.

The applicant agrees that if granted a permit to perform the above described work, the following stipulations shall govern:

1. That the proposed entrance, including drainage structure shall be constructed by the applicant at his expense, in accordance with the plan attached hereto, and in conformance with the field and driveway policy. Nothing in this stipulation however shall preclude the County Highway Department from entering upon said entrance on highway right-of-way and performing necessary maintenance for the protection of the highway.
2. The construction of proposed entrance shall be completed by the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
If not constructed by this date please notify the County Engineer's Office.
3. That during the construction of said entrance the applicant shall take all reasonable precautions to protect and safeguard the lives and property of any person and shall save Jasper County and its Board of Supervisors harmless of any damage or losses that may be sustained by any person on account of such construction
4. That the construction, of said entrance shall be carried on in such a way as to not interfere with, or interrupt traffic on said highway.
5. That the applicant agrees to give the Jasper County Highway Department forty-eight hours' notice of its intention to start construction on the highway right-of-way. Said notice shall be made in writing to the County Engineer.
6. That this permit is subject to any laws, now in effect, or any laws, which may be hereafter enacted.
7. That this permit is subject to all the rules and regulation of the Jasper County Board of Supervisors, and to revocation by the said board at any time, when in the judgment of the board it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

RECOMMENDED FOR APPROVAL

\_\_\_\_\_

\* SIGNED Joshua D Meyer  
Name of Applicant

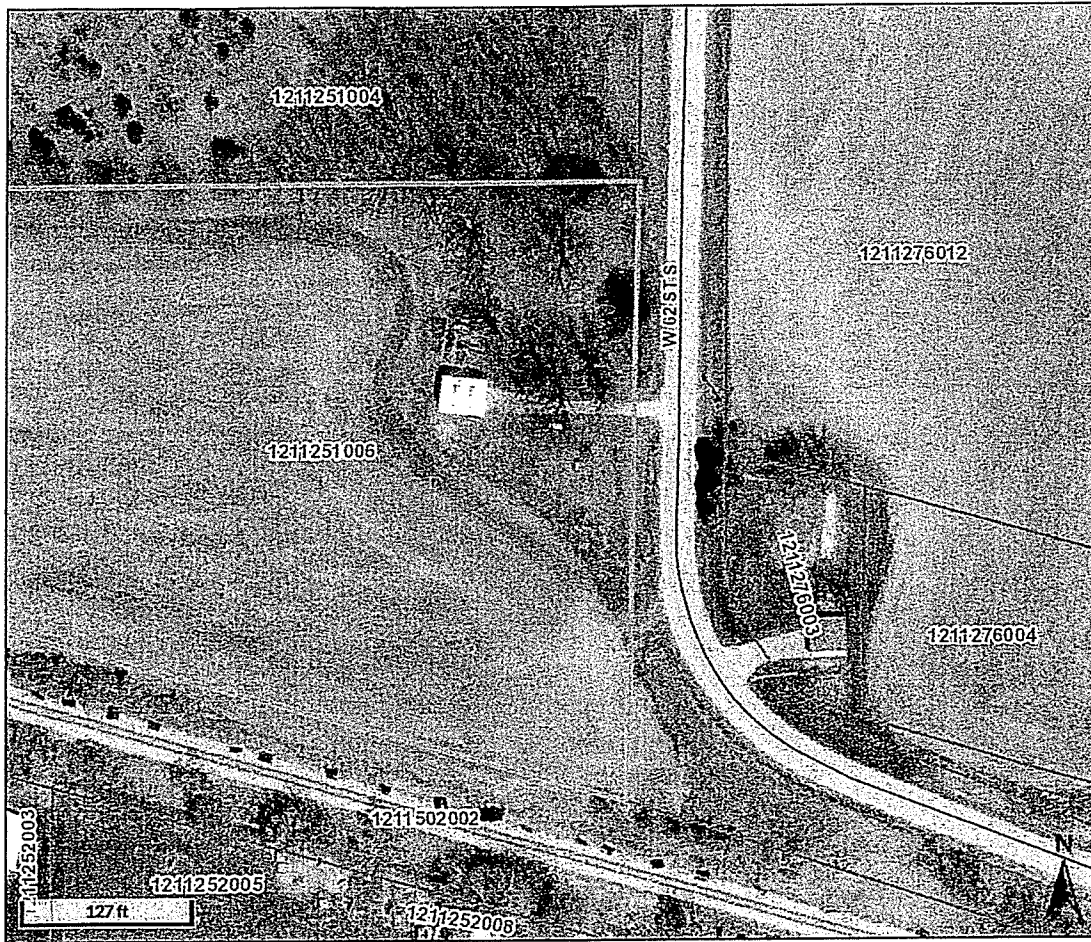
Date Permit Granted \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_  
Title

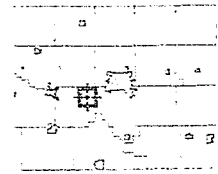
(Application and sketch must be filed with Jasper County Engineer, Newton, IA, for each individual entrance on County Highway right-of-way.)

Attest:

\_\_\_\_\_  
Dennis K. Parrott, Auditor



**Overview**



**Legend**

- Parcels
- Corporate Limits
- Political Township
- Roads
  - <all other values>
  - County Hwy
  - County Paved
  - Federal
  - Interstate
  - Local

Parcel ID	1211251006	Alternate ID	09900	Owner Address	HITCHLER, JULIE L
Sec/Twp/Rng	11-79-20	Class	A		
Property Address	3357 W 62ND STS NEWTON	Acres	18.24		
District	MPNT1				
Brief Tax Description	SECTION:11 TOWNSHIP:79 RANGE:20WEST 4.57 RODS OF LOT 3 & ALL OF LOTS 4 & 5 & PT VAC RR ROW SW NE (Note: Not to be used on legal documents)				

**Jasper County Data Disclaimer**

Please Read Carefully

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

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

Date created: 1/16/2019  
Last Data Uploaded: 1/16/2019 6:30:47 PM

Permit Number \_\_\_\_\_

41° 41' 13" N  
93° 8' 25" W

Permit Fee \$50.00

Received 4-18-19

**JASPER COUNTY HIGHWAY DEPARTMENT**

Application for permit to construct Entrance from  
Private property to County Road

# 1454

Sec 2  
Mound Prairie

Application of RYAN RIBOS Phone No. H 319-230-5519 W 641-792-3044

Address 213 E. 17<sup>TH</sup> ST. N.

NEWTON, IA 50208 Date April 10, 20 19

Jasper County Secondary Road Department  
910 N. 11<sup>th</sup> Ave. E.  
Newton, IA 50208

(FOR OFFICE USE ONLY)  
On W 62<sup>nd</sup> St. S 2296'  
North of S 20<sup>th</sup> Ave W  
on the west side

Gentlemen:

Permission is hereby requested for the construction of entrance from right-of-way to county road traveled way, including drainage structure thereunder.

Proposed entrance is located as follows: 1301 - 1401 W. 62<sup>ND</sup> ST. S.

SKETCH OR PLAN OF ENTRANCE AS PROPOSED TO BE CONSTRUCTED IS SHOWN ON THE BACK OF THIS APPLICATION

Proposed Contractor LANPHER EXCAVATING, L.L.C.

Pipe Size (to be determined by county) 18" Ø X 60' minimum with Safety Aprons

Pipe Type: New Galvanized 16 Gage Steel Corrugated Riveted Pipe (Required on all hard surface Roads) will be maintained by the County. New Double Wall Polyvinyl Pipe (Optional on granular surfaced roads). The County will not maintain polyvinyl pipe.

The applicant agrees that if granted a permit to perform the above described work, the following stipulations shall govern:

1. That the proposed entrance, including drainage structure shall be constructed by the applicant at his expense, in accordance with the plan attached hereto, and in conformance with the field and driveway policy. Nothing in this stipulation however shall preclude the County Highway Department from entering upon said entrance on highway right-of-way and performing necessary maintenance for the protection of the highway.
2. The construction of proposed entrance shall be completed by the 31<sup>st</sup> day of Oct, 20\_\_\_\_. If not constructed by this date please notify the County Engineer's Office.
3. That during the construction of said entrance the applicant shall take all reasonable precautions to protect and safeguard the lives and property of any person and shall save Jasper County and its Board of Supervisors harmless of any damage or losses that may be sustained by any person on account of such construction
4. That the construction, of said entrance shall be carried on in such a way as to not interfere with, or interrupt traffic on said highway.
5. That the applicant agrees to give the Jasper County Highway Department forty-eight hours' notice of its intention to start construction on the highway right-of-way. Said notice shall be made in writing to the County Engineer.
6. That this permit is subject to any laws, now in effect, or any laws, which may be hereafter enacted.
7. That this permit is subject to all the rules and regulation of the Jasper County Board of Supervisors, and to revocation by the said board at any time, when in the judgment of the board it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

RECOMMENDED FOR APPROVAL

\_\_\_\_\_

SIGNED [Signature]  
Name of Applicant

Date Permit Granted \_\_\_\_\_, 20\_\_\_\_

By LANDOWNER  
Title

(Application and sketch must be filed with Jasper County Engineer, Newton, IA, for each individual entrance on County Highway right-of-way.)

Attest:

\_\_\_\_\_





Resolution Number 97-47

Revision 1 to Resolution 96-7  
FIELD ENTRANCE AND DRIVEWAY POLICY

Be it resolved by the Board of Supervisors of Jasper County that effective the 21st day of October, 1997, the following policy shall apply to all field entrances and driveways serving as access to a secondary road.

**NEW CONSTRUCTION:** The County shall, when reconstructing a road, provide access as necessary for a property owner to have easy access to his fields and buildings. Field entrances will normally be limited to one per 40 acre tract unless terrain and usage makes more or fewer drives necessary. House, barn and lot drives will be reconstructed as they exist, with an effort made to eliminate unnecessary drives and to relocate dangerous drives.

**EXISTING ROADS:**

1. No new access shall be constructed without the approval of the County Engineer or his Authorized Representative with respect to pipe size, pipe length, drainage and sight distance. Minimum pipe size shall be 15" diameter. Riveted Corrugated Metal Pipe with 6:1 safety slope aprons will be required on all paved roads. Double Wall Polyvinyl Pipe will be allowed on granular surfaced roads, but the property owner will be responsible for pipe replacement due to fire damage. Length shall be such that the drive top will be 24 feet minimum for all entrances. Minimum slopes will be 3:1 on granular surface roads and 6:1 on hard surface roads. The sight distance shall be in compliance with current standards for the class of road, type of surface and traffic volume. Minimum sight distance for local roads is 500 feet and 750 feet for Farm to Market roads with low volume.
2. No new access shall be constructed, or existing access widened until the property owner has first filed an application for access on forms provided by the County, paid the \$50.00 application fee, the access has been approved by the county as stated above, the property owner has furnished the necessary approved pipe, and the property owner will pay the cost of surfacing said drive if applicable. Pipe furnished by owner must be approved by the Jasper County Engineer or his representative.
3. No structure such as a pit silo, drive-in basement garage, or similar construction shall be hereafter constructed in such a manner that it is built into the backslope. Such structures or any structure with the door on the side shall be back from the road right of way enough that run around and loading areas are provided outside of the road right of way. The county shall cause access to be removed if any new or existing access is built, modified or used for such structure or uses.
4. Present entrances may be relocated, within a reasonable distance, or dry fills will be made, after approval of application, and fill dirt is furnished by property owner. Resurfacing costs, if any of a drive so moved shall be paid by the property owner. Present entrances maybe extended after approval of application and pipe extension along with a band and fill dirt to be furnished by property owner. County will do pipe extensions if they are in the area working, but, only after the property owner has paid for the permit, purchased the pipe extension and band, and paid to the county a per foot charge to place and cover the pipe.
5. This resolution shall in no way prevent the property owner from locating and constructing an access to a secondary road, except, the property owner shall file an application for said access, and the access shall be constructed as directed by the County Engineer to provide adequate drainage and sight distance. The County shall have the right to remove any access that does not provide adequate drainage and sight distance.
6. On all secondary roads, Jasper County will maintain entrance surfacing only where it is a matter of public safety. Surfacing for such situations will not extend beyond County right of way.

OCT 21 9 12 1997  
FILED  
JASPER COUNTY

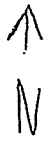
BOARD OF SUPERVISORS

Jan Van Elsland  
CHAIRMAN

[Signature]  
MEMBER

Dorel Millegan  
MEMBER

Attest:  
Linda Dufford  
Jasper County Auditor



Proposed Drive

I 80 West

I 80 East

2296'

536'

750'

S 20<sup>th</sup> Ave W



**Jasper County Engineer**

910 N 11<sup>th</sup> Ave E  
Newton IA 50208  
641-792-5862

April 12, 2019

Hutchinson Salt Co.  
Attn: Marilyn Taber  
136 W 12<sup>th</sup> St  
Baxter Springs KS 66713

Independent Salt  
~~Attn: Steve Olson~~  
PO Box 36  
Kanopolis KS 67454

Compass Minerals  
Attn: Hwy Grp-Bids  
9900 W 109<sup>th</sup> St  
Suite 100  
Overland Park KS 66210

Cargill Inc  
Attn: George Varga  
Salt Division  
24950 Country Club Blvd  
North Olmstead OH 44070

Central Salt LLC  
Attn: Lori Young  
1420 State Road 14  
Lyons KS 67554

Dear Sir or Madam:

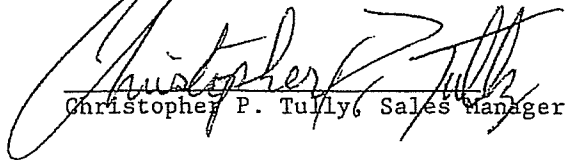
Jasper County is taking bids for the purchase of rock salt for the 2019-2020 winter seasons, bid price to extend through the months of September 2019 to May 2020. The average quantity of rock salt purchased during these winter months is 1500 tons. The actual amount purchased varies with seasonal conditions. The material will be supplied throughout the course of the 2019, 2020 winter season, as needed by Jasper County. Purchase price to include delivery to the Jasper County Shop in Newton, Iowa. The supplier will be able to respond to a request for rock salt within a 14 day period. Please submit bid by May 1, 2019, you may fax your bid to 641-791-7740. Bids will be reviewed on May 7, 2019 by the Board of Supervisors. Thank you.

Bid price per ton: 78.80

Sincerely,

Russell A. Stutt, P.E.  
Jasper County Engineer

04/24/2019  
Independent Salt Company  
P. O. Box 36  
Kanopolis, Kansas 67454  
800-472-7258

  
Christopher P. Tully, Sales Manager

**Jasper County Engineer**

910 N 11<sup>th</sup> Ave E  
Newton IA 50208  
641-792-5882

April 12, 2019

Hutchinson Salt Co.  
Attn: Marilyn Taber  
136 W 12<sup>th</sup> St  
Baxter Springs KS 66713

Independent Salt  
Attn: Steve Oleon  
PO Box 36  
Kanopolis KS 67454

Compass Minerals  
Attn: Hwy Grp-Bids  
9900 W 109<sup>th</sup> St  
Suite 100  
Overland Park KS 66210

Cargill Inc  
Attn: George Varga  
Salt Division  
24950 Country Club Blvd  
North Olmstead OH 44070

Central Salt LLC  
Attn: Lori Young  
1420 State Road 14  
Lyons KS 67554

Dear Sir or Madam:

Jasper County is taking bids for the purchase of rock salt for the 2019-2020 winter seasons, bid price to extend through the months of September 2019 to May 2020. The average quantity of rock salt purchased during these winter months is 1500 tons. The actual amount purchased varies with seasonal conditions. The material will be supplied throughout the course of the 2019, 2020 winter season, as needed by Jasper County. Purchase price to include delivery to the Jasper County Shop in Newton, Iowa. The supplier will be able to respond to a request for rock salt within a 14 day period. Please submit bid by May 1, 2019, you may fax your bid to 641-791-7740. Bids will be reviewed on May 7, 2019 by the Board of Supervisors. Thank you.

Bid price per ton: \$86.41

Sincerely,

Russell A. Stutt, P.E.  
Jasper County Engineer

Central Salt, LLC  
1420 State Hwy 14  
Lyons, KS 67554  
(620)257-5626 ext 505  
Fax (620)257-5052  
lyoung@centralsalt.com

  
Lori Young, Customer Service Supervisor

**Jasper County Engineer**

910 N 11<sup>th</sup> Ave E  
Newton IA 50208  
641-792-3882

April 12, 2019

Hutchinson Salt Co.  
Attn: Marilyn Taber  
136 W 12<sup>th</sup> St  
Baxter Springs KS 66713

Independent Salt  
Attn: Steve Olson  
PO Box 36  
Kanopolis KS 67454

Compass Minerals  
Attn: Hwy Grp Bids  
9900 W 109<sup>th</sup> St  
Suite 100  
Overland Park KS 66210


Cargill Inc  
Attn: George Varga  
Salt Division  
24950 Country Club Blvd  
North Olmstead OH 44070

Central Salt LLC  
Attn: Lori Young  
1420 State Road 14  
Lyons KS 67554

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Bid price per ton: \$99.39

Sincerely,   
Nagala Robinson  
Customer Care Representative  
Cargill, Inc. - Salt, Road Safety

Russell A. Stuff, P.E.  
Jasper County Engineer

# Jasper County Engineer

910 N 11<sup>th</sup> Ave E  
Newton IA 50208  
641-792-5862

April 12, 2019

Hutchinson Salt Co.  
Attn: Marilyn Taber  
136 W 12<sup>th</sup> St  
Baxter Springs KS 66713

Independent Salt  
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PO Box 36  
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24950 Country Club Blvd  
North Olmstead OH 44070

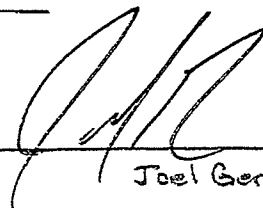
Central Salt LLC  
Attn: Lori Young  
1420 State Road 14  
Lyons KS 67554

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Jasper County is taking bids for the purchase of rock salt for the 2019-2020 winter seasons, bid price to extend through the months of September 2019 to May 2020. The average quantity of rock salt purchased during these winter months is 1500 tons. The actual amount purchased varies with seasonal conditions. The material will be supplied throughout the course of the 2019, 2020 winter season, as needed by Jasper County. Purchase price to include delivery to the Jasper County Shop in Newton, Iowa. The supplier will be able to respond to a request for rock salt within a 14 day period. Please submit bid by May 1, 2019, you may fax your bid to 641-791-7740. Bids will be reviewed on May 7, 2019 by the Board of Supervisors. Thank you.

Bid price per ton: \$111.68

Sincerely,

  
4-29-19  
Joel Gordes / Sales Manager

Russell A. Stutt, P.E.  
Jasper County Engineer

COMPASS MINERALS AMERICA INC.  
9900 WEST 109TH STREET  
OVERLAND PARK, KS 66210  
TEL. 800-323-1641

April 23, 2019

Tuesday, April 23, 2019 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma, Cupples and Carpenter present and accounted for; Chairman Carpenter presiding.

Motion by Talsma and seconded by Cupples to approve the Veteran's Affairs 3<sup>rd</sup> Quarter Expense Report presented by Veteran's Affairs Director, Kurt Jackson.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Cupples and seconded by Talsma to approve the renewal of Veteran's Commission Membership to Mike Naber. Mr. Naber will serve another 3-year term beginning July 1, 2019.

YEA: TALSMA, CUPPLES, CARPENTER

Jasper County Sheriff, John Halferty presented the names of 4 individuals that successfully completed Civil Service testing that was conducted on Friday, April 12, 2019 for the position of deputy sheriff. Those individuals' names are as follows:

Joshua Foster, Beau Iske, Colton Schwenke and MaKennah Walters.

Motion by Talsma and seconded by Cupples to accept Joshua Foster, Beau Iske, Colton Schwenke and MaKennah Walters as eligible candidates for the open deputy sheriff positions.

YEA: CUPPLES, TALSMA, CARPENTER

Sheriff Halferty presented a 28E Agreement that will serve as an exchange of services and assets between Newton Correctional Facility, Newton Police Department and Jasper County Sheriff's Office.

Motion by Talsma and seconded by Cupples to approve the 28E Agreement between Newton Correctional Facility, Newton Police Department and Jasper County Sheriff.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Talsma and seconded by Cupples to adopt Resolution 19-33 a hiring resolution certifying the following appointment to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Elderly Nutrition	Substitute Delivery Driver	Kermit Moore	\$9.22	Range 9 Hire-In Non-Bargaining Non-progressive Pay Scale	04-24-2019

YEA: CUPPLES, TALSMA, CARPENTER

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

Jasper County Community Services Director Jody Eaton, and her assistant Connie McQuiston, asked the Board for a resolution to adopt the revised General Assistance Manual that was approved by that program's governing board.

Motion by Talsma and seconded by Cupples to adopt Resolution 19-34, approval of General Assistance Manual Revision.

YEA: CARPENTER, CUPPLES, TALSMA

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



Jody Eaton, also representing Central Iowa Community Services, provided an overview of that program's Annual Budget and Service Plan for Mental Health and Disability Services for FY 2020. Some of the topics included providing Access Points which can include individuals or organizations trained to complete Mental Health and Disability Services (MHDS) regional applications and refer individuals that are eligible for services. Some of those Access Points include Jasper County Community Services, Capstone Behavioral Healthcare, Inc., House of Mercy, Integrated Treatment Services and Optima Life Services. Eaton also talked about Crisis Services which include crisis prevention, response and resolution strategies. Emergency and Crisis Service Providers in Jasper County includes Capstone Behavioral Healthcare, Inc. She also mentioned that Foundation 2, Inc. provides a Regional Crisis Phone Line, 1-844-258-8858. The areas of focus for crisis planning in FY20 will be the development of an Access Center Network within the region and/or the possibility of partnering with other MHDS regions. Continuum of care services and development of Intensive Residential Services to support individuals residing in the community will also be focal points. Prevention, Education and Public Awareness needs to be provided to the community to help in the efforts of Mental Health Care. Eaton mentioned some of the programs and dates for May that would address Mental Health and they are as follows:

May 1 8:30-4:30 Mental Health First Aid. ISU Extension office

May 6-17 Morning and afternoon workshops on mental health. Various locations in Jasper and Poweshiek Counties. Information available at [www.zacyeggyfoundation.com](http://www.zacyeggyfoundation.com)

May 29 10:30-12:00 Mobile Crisis Services informational meeting held at the Newton Public Library.

June 6 12:00 – 1:00 or 6:00- 7:00. Talk Saves Lives- an introduction to suicide prevention. Mercy One- Newton Medical Center.

Eaton also requested that the Board approve, and chairman Carpenter sign a Proclamation declaring their support of the importance of mental health and that May 2019 is Mental Health Month.

Motion by Talsma and seconded by Cupples to approve the Board's Proclamation of May 2019 is Mental Health Month.

YEA: CARPENTER, TALSMAS, CUPPLES

Jasper County Engineer, Russ Stutt provided the Board with a report on what has been done by the Engineer's office and Secondary Roads Department in the past week to work on improvements to the County's roads and bridges. His staff has put down approximately 28,300 tons of rock, started filling frost boils, blading gravel roads, doing inventory of road signs and signs that need replacement and bridge construction by Westwood Golf Course. The Board thanked him for the update and commended him and his staff for their efforts in improving road and bridge conditions in the County.

Motion by Cupples and seconded by Talsma to approve the minutes as written for the Tuesday, April 16, 2019 Jasper County Board of Supervisor's Meeting.

YEA: CARPENTER, TALSMAS, CUPPLES

Chairman Carpenter stated that he would like to amend the Tuesday, April 23, 2019 agenda to include a Board Appointment.

Motion by Talsma and seconded by Cupples to amend the Tuesday, April 23, 2019 agenda to include a Board Appointment.

YEA: CUPPLES, TALSMA, CARPENTER

Jasper County Planning and Zoning Commissioner, Nick Fratzke asked to approve the appointment of Larry Ladd to the Zoning Board.

Motion by Talsma and seconded by Cupples to approve the appointment of Larry Ladd to the Zoning Board.

YEA: CARPENTER, CUPPLES, TALSMA

Chairman Carpenter asked if there were any Public Input or Comments. 2 Jasper County residents made comments on the bad condition of 2 different county gravel roads; W. 68<sup>th</sup> St. S. and N. 37<sup>th</sup> Ave. E. County Engineer, Russ Stutt addressed both of their comments and the Supervisors stated that gravel road conditions across the State were being reported as awful as well as the fields.

Motion by Talsma and seconded by Cupples to adjourn the Tuesday, April 23, 2019 meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, CUPPLES, TALSMA

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Tina Mulgrew, Deputy Auditor

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Denny Carpenter, Chairman

April 30, 2019

Tuesday, April 30, 2019 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma, Cupples and Carpenter present and accounted for; Chairman Carpenter presiding.

Motion by Cupples and seconded by Talsma to accept payment for the county building located at 115 W 2<sup>nd</sup> St S, Newton, Iowa 50208 in the amount of \$40,000 and to issue a Special Warranty Deed transferring the property along with supporting documents, a groundwater hazard statement and a declaration of value to GG115, LLC a Subsidiary of Goldfinch Growth INC.

YEA: CARPENTER, CUPPLES, TALSMA

The Board discussed terms of a lease agreement with Brian Friedman to be granted to GG115, LLC., Goldfinch Growth INC, for the South 6' by 30' of Lot 7 and asked the County Attorney to prepare the document.

Motion by Cupples and seconded by Talsma to adjourn the Tuesday, April 30, 2019 meeting of the Jasper County Board of Supervisors.

YEA: TALSMA, CUPPLES, CARPENTER

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Dennis K. Parrott, Auditor

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Denny Carpenter, Chairman