

# Jasper County, Iowa Board of Supervisors

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

Denny Carpenter

Doug Cupples

Brandon Talsma

**June 14, 2022**

9:30 a.m.

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

Live Stream: <https://jasper.zoom.us/j/97712718501>

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

*- 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 – Fiscal Year 2021-2022 Budget Amendment**
- Item 2**      **Resolution to make FY2021-2022 Appropriation**
- Item 3**      **Building & Grounds – Adam Sparks**
  - a) Additional Scaffolding needed for Grand Court Room
- Item 4**      **Community Development – Kevin Luetters**
  - a) Resolution Approving Plat of Hunter Subdivision
  - b) Resolution Approving Plat of Hunter 2<sup>nd</sup> Subdivision
  - c) Opening sealed bids for 1410 Jade Street in Kellogg
- Item 5**      **Approval of a Temporary Liquor License**
  - a) For the Green Castle Tavern from June 23<sup>rd</sup> through June 27<sup>th</sup> at Ashton Park.
- Item 6**      **Eligible Applicants Certified by the Jasper County Civil Service Commission**
- Item 7**      **Approval of Board of Supervisors Minutes for June 7, 2022**

**PUBLIC INPUT & COMMENTS**

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**RECORD OF HEARING AND ADOPTION OF BUDGET AMENDMENT  
JASPER COUNTY**

Fiscal Year July 1, 2021 - June 30, 2022

JASPER COUNTY conducted a public hearing for the propose of amending the current budget for the fiscal year ending June 30, 2022

|                      |                      |   |
|----------------------|----------------------|---|
| <b>Meeting Date:</b> | <b>Meeting Time:</b> | <b>Meeting Location:</b>                |
| 6/14/2022            | 09:30 AM             | Jasper County Board of Supervisors Room |

The governing body of the JASPER COUNTY met with a quorum present and found that the notice of time and place of the hearing had been published as required by law and that the affidavit of publication is on file with the county auditor. After hearing public comment the governing body took up the amendment to the budget for final consideration and determined that said budgeted expenditures be amended as follows:

| <b>REVENUES &amp; OTHER FINANCING SOURCES</b>  |    | <b>Total Budget as Certified or Last Amended</b> | <b>Current Amendment</b> | <b>Total Budget After Current Amendment</b> |
|--|----|--|--------------------------|---|
| Taxes Levied on Property   | 1  | 16,500,240                                       | 0                        | 16,500,240                                  |
| Less: Uncollected Delinquent Taxes - Levy Year   | 2  | 70,000   | 0                        | 70,000                                      |
| Less: Credits to Taxpayers   | 3  | 250,000  | 0                        | 250,000                                     |
| <b>Net Current Property Tax</b>  | 4  | 16,180,240                                       | 0                        | 16,180,240                                  |
| Delinquent Property Tax Revenue  | 5  | 400  | 0                        | 400   |
| Penalties, Interest & Costs on Taxes   | 6  | 40,000   | 0                        | 40,000                                      |
| Other County Taxes/TIF Tax Revenues  | 7  | 2,219,225  | 0                        | 2,219,225                                   |
| Intergovernmental  | 8  | 13,059,235                                       | 0                        | 13,059,235                                  |
| Licenses & Permits   | 9  | 210,188  | 0                        | 210,188                                     |
| Charges for Service  | 10 | 1,380,082  | 0                        | 1,380,082                                   |
| Use of Money & Property  | 11 | 209,508  | 0                        | 209,508                                     |
| Miscellaneous  | 12 | 4,413,706  | 0                        | 4,413,706                                   |
| Subtotal Revenue   | 13 | 37,712,584                                       | 0                        | 37,712,584                                  |
| Other Financing Sources:   |    |  |                          |   |
| General Long-Term Debt Proceeds  | 14 | 0  | 0                        | 0   |
| Operating Transfers In   | 15 | 6,073,545  | 0                        | 6,073,545                                   |
| Proceeds of Fixed Asset Sales  | 16 | 0  | 0                        | 0   |
| <b>Total Revenues &amp; Other Sources</b>  | 17 | 43,786,129                                       | 0                        | 43,786,129                                  |
| <b>EXPENDITURES &amp; OTHER FINANCING USES</b>   |    |  |                          |   |
| Operating:   |    |  |                          |   |
| Public Safety and Legal Services   | 18 | 8,020,708  | 600,000                  | 8,620,708                                   |
| Physical Health and Social Services  | 19 | 2,133,023  | 0                        | 2,133,023                                   |
| Mental Health, ID & DD   | 20 | 567,660  | 190,000                  | 757,660                                     |
| County Environment & Education   | 21 | 1,776,657  | 4,500                    | 1,781,157                                   |
| Roads & Transportation   | 22 | 8,092,922  | -370,595                 | 7,722,327                                   |
| Government Services to Residents   | 23 | 1,652,511  | 0                        | 1,652,511                                   |
| Administration   | 24 | 4,077,390  | 3,000                    | 4,080,390                                   |
| Nonprogram Current   | 25 | 31,458   | 0                        | 31,458                                      |
| Debt Service   | 26 | 1,432,331  | 0                        | 1,432,331                                   |
| Capital Projects   | 27 | 7,179,579  | 555,000                  | 7,734,579                                   |
| Subtotal Expenditures  | 28 | 34,964,239                                       | 981,905                  | 35,946,144                                  |
| Other Financing Uses:  |    |  |                          |   |
| Operating Transfers Out  | 29 | 6,073,545  | 0                        | 6,073,545                                   |
| Refunded Debt/Payments to Escrow   | 30 | 0  | 0                        | 0   |
| <b>Total Expenditures &amp; Other Uses</b>   | 31 | 41,037,784                                       | 981,905                  | 42,019,689                                  |
| <b>Excess of Revenues &amp; Other Sources over (under) Expenditures &amp; Other Uses</b> | 32 | 2,748,345  | -981,905                 | 1,766,440                                   |
| Beginning Fund Balance - July 1, 2021  | 33 | 15,787,695                                       | 0                        | 15,787,695                                  |
| Increase (Decrease) in Reserves (GAAP Budgeting)   | 34 | 0  | 0                        | 0   |
| Fund Balance - Nonspendable  | 35 | 0  | 0                        | 0   |
| Fund Balance - Restricted  | 36 | 13,568,765                                       | 0                        | 13,568,765                                  |
| Fund Balance - Committed   | 37 | 0  | 0                        | 0   |
| Fund Balance - Assigned  | 38 | 0  | 0                        | 0   |
| Fund Balance - Unassigned  | 39 | 4,967,275  | -981,905                 | 3,985,370                                   |
| <b>Total Ending Fund Balance - June 30, 2022</b>   | 40 | 18,536,040                                       | -981,905                 | 17,554,135                                  |

**Explanation of Changes:** Cares Act Funds, Grant Funding, Capital Projects, Advertising

06/14/2022

Signature of Certification

Adopted On

County Auditor Signature of Certification

RESOLUTION NO. \_\_\_\_\_

**APPROPRIATION RESOLUTION**

WHEREAS, it is desired to make appropriations for each of the different officers and departments for the fiscal year 2021-22 in accordance with Section 331.434, subsection 6, of the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF SUPERVISORS OF JASPER COUNTY, IOWA

Section 1. Amounts authorized for the fiscal 2021-22 budget adopted March 30, 2021, are hereby appropriated to the departments or offices as itemized in the attached schedule, pursuant to the Code of Iowa, Section 331.434, subsection 6.

Section 2. Subject to the provisions of other county procedures and regulations, and applicable state law, the appropriations authorized under Section 1 shall constitute authorization for the department or officer listed to make expenditures or incur obligations from the itemized fund, effective July 1, 2021.

Section 3. In accordance with Section 331.437, Code of Iowa, no department or officer shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money for any purpose in excess of the amounts appropriated pursuant to this resolution.

Section 4. If at any time during the 2021-22 budget year the Auditor shall ascertain that the available resources of a fund for that year will be less than said fund's total appropriations, the Auditor shall immediately so inform the Board and recommend appropriate corrective action.

Section 5. The Auditor shall establish separate accounts for the appropriations authorized in Section 1, each of which account shall indicate the amount of the appropriation, the amounts charged thereto, and unencumbered balance. The Auditor shall report the status of such accounts to the applicable departments and officers monthly during the 2021-22 budget year.

Section 6. All appropriations authorized pursuant to this resolution lapse at the close of business June 30, 2022.

ATTACHMENT

|                            |    |         |
|----------------------------|----|---------|
| 01-Board of Supervisors    |    |         |
| 02-Auditor                 | \$ | -       |
| 03-Treasurer               | \$ | -       |
| 04-Attorney                | \$ | -       |
| 05-Sheriff                 | \$ | 587,000 |
| 07-Recorder                | \$ | -       |
| 14-Attorney's Forfeiture   | \$ | -       |
| 15-Sheriff's Forfeiture    | \$ | 13,000  |
| 20-Engineer                | \$ | 142,405 |
| 21-Veterans Affairs        | \$ | -       |
| 22-Conservation            | \$ | 46,500  |
| 23-Board of Health         | \$ | -       |
| 25-Dept of Human Services  | \$ | -       |
| 26-Animal Control          | \$ | -       |
| 31-District Court          | \$ | -       |
| 33-County Library          | \$ | -       |
| 38-Elderly Nutrition       | \$ | -       |
| 50-Human resources         | \$ | 3,000   |
| 51-Maintenance             | \$ | -       |
| 52-Information Systems     | \$ | -       |
| 53-Comm Dev/Zoning         | \$ | -       |
| 54-Economic Development    | \$ | -       |
| 55-Geographic Info Systems | \$ | -       |
| 59-Community Services      | \$ | -       |
| 60-Mental Health           | \$ | 190,000 |
| 99-Nondepartmental         | \$ | -       |

Grand Total \$ 981,905

Resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Brandon Talsma, Chairman

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



**ALL-AMERICAN SCAFFOLD, LLC**  
51 WASHINGTON AVENUE  
DES MOINES, IA 50314  
Phone: (515) 282-9633  
Fax: (515) 282-9215

**Customer: JASPER COUNTY**  
**ATTN:**  
**101 1ST ST. NORTH**  
**NEWTON, IA 50208**  
**Contact Phone:**  
**Contact Fax:**

**Jobsite: JASPER CO COURTHOUSE GRAND COU**  
**101 1ST ST. NORTH**  
**NEWTON, IA 50208**  
**Contact: ADAM SPARKS**  
**Phone: (641) 521-8844**

**Quotation No: 4222      Quote Date: 6/7/22      Opportunity #923924      Sales Rep: Joel Baldrige**

**Broken out as:**

**Scaffolding**

|                          |                   |                                 |
|--------------------------|-------------------|---------------------------------|
| Total Bid Rental         | \$887.60          | Equipment Weight: 3,392.09 Lbs. |
| Hard Costs:              | \$50.00           |                                 |
| Erect :                  | 1,980.00          |                                 |
| Dismantle :              | <u>1,584.00</u>   |                                 |
| Total Labor              | \$3,564.00        |                                 |
| Freight:                 | \$504.00          |                                 |
| <b>Scaffolding Total</b> | <b>\$5,005.60</b> | * Taxes Not Included            |

**Total:**

|                      |                   |                      |
|----------------------|-------------------|----------------------|
| Quotation Sub-Total: | \$5,005.60        |                      |
| Tax Amount:          | \$0.00            |                      |
| <b>Grand Total:</b>  | <b>\$5,005.60</b> | * Taxes Not Included |

**Scaffolding - Description of Work**

ERECTING SCAFFOLD IN THE GRAND COURT ROOM. ONE BEHIND THE JUDGES CHAIR AND ONE ROLLING TOWER SCAFFOLD WILL HAVE GUARD RAILS ACCESS LADDER AND SAFETY GATES

THIS IS A 28 DAY RENTAL QUOTE

**Scaffolding - Additional Terms and Conditions**

THIS QUOTE DOES NOT INCLUDE ANY TAXES  
PRICES ARE SUBJECT TO CHANGE PER JOBSITE CONDITIONS OR CUSTOMER CHANGES

**Please Note:**

1. All quotes are subject to all terms and conditions referred to in the ALL-AMERICAN SCAFFOLD, LLC rental/sales agreement.
2. All quotes subject to state, federal and local taxes.
3. All quotes are valid for 30 days unless otherwise noted.
4. This quote is contingent on approval of the CUSTOMER's credit.
5. Standard rental rates are based on a 28 calendar day (4 week) month.

**I have read the attached terms and conditions and agree to them as stated herein:**

|                               |            |          |      |
|-------------------------------|------------|----------|------|
| By ALL-AMERICAN SCAFFOLD, LLC | Date       | Accepted | Date |
| Joel Baldrige                 | 06/07/2022 |          |      |
| Title                         |            | Title    |      |

### Important Safety Guidelines

Safety is everyone's responsibility. All-American Scaffold, LLC's (hereinafter the "Company") equipment is designed and manufactured with the user in mind. The care that goes into each piece of equipment, however, cannot offset carelessness on the part of the user. Follow these safety guidelines in order to help prevent injury and to reduce unnecessary risk.

1. **Competent Person.** Scaffold must be erected, used, moved, and disassembled only under the direction of a Competent Person. The customer is responsible for following any and all applicable federal and state occupational safety and health laws, rules, regulations and ordinances in addition to applicable city, county or local codes and specific rules with regard to Competent Person and inspection requirements for scaffolds.
2. **Modification.** Any modification or relocation of scaffolding equipment and its components by the customer, contractor or any subcontractor using the scaffold, is done solely at the customer's risk and should comply with, and according to, any and all federal and/or state occupational safety and health laws, rules, and regulations, in addition to applicable city, county, or local codes. The equipment shall only be used for the purposes for which it was designed.
3. **Training.** The customer is responsible for providing any and all required scaffolding training for its employees and any other users of scaffolding equipment, other than the employees of the Company and any of the Company's subcontractors.
4. **Hazardous Materials.** Please notify the Company of the potential for exposure of either the Company's employees or the Company's equipment to any hazardous materials including, but not limited to, asbestos, lead, arsenic, chemicals, and flammable materials. The Company and/or the customer may be required to perform industrial hygiene monitoring to measure potential exposure to such materials.
5. **Confined Space.** Please notify the Company if any of the Company's employees will be working in a confined space and inform the Company whether the confined space is permit-required. According to federal and state occupational safety and health laws, the customer is responsible for providing any and all required confined space training for its employees and any other users of scaffolding equipment in the confined space, other than the employees of the Company and any of the Company's subcontractors.
6. **Lock-out/Tag-out.** According to federal and state occupational safety and health laws, the customer is responsible for ensuring that all mechanical equipment, electrical circuits, or vessels containing chemicals or pressurized fluids which are located in the immediate vicinity of the work areas are de-energized or rendered inoperative prior to work, and that proper tags and/or locks are attached to all points where such equipment can be energized.
7. **Special Equipment.** Please notify the Company if any specialized equipment including, but not limited to, special tools, lighting, or protective equipment is required for this project prior to the Company's commencement of work on the project.
8. **Accident Notification.** Please notify the Company immediately of any accident involving the equipment and/or any accident causing injury, death or property damage that is related to, or is alleged to be related to and/or caused by, the equipment in any way.

Understanding and following these safety guidelines will improve safety for all workers on the jobsite. If there are any questions regarding these provisions, or if you need assistance in obtaining additional training for your employees, please contact a Company representative immediately.

**All-American Scaffold, LLC Standard Terms and Conditions**

Any project-specific terms and conditions set forth in All-American Scaffold, LLC, its affiliates or subsidiaries (hereinafter the "Company") quote or other documentation related to this project or order shall control in the event of a conflict with these Standard Terms and Conditions ("Terms").

- 1. Definitions.** As used herein, the following terms shall have the following meanings. "Agreement" shall mean these Standard Terms and Conditions and any project specific or additional terms and conditions contained in a Company quote or other Company-provided documentation related to this project or order. "Confidential Information" means, without limitation, Company's trade secrets, customer lists, customer purchasing histories and plans, costs, budgets, acquisition strategies, policies, procedures, methods of operation, pricing, marketing plans, financial information, personnel or employee information, compensation programs, vendor sources, vendor identities and capabilities, manufacturing processes, research, engineering data, designs and drawings, design standards, formulas, contemplated or new product or service developments, computer software and programs, inventions, improvements, together with third party information Company holds in confidence. "Customer" means the party designated as such and, if different, the entity that is responsible for ordering the Equipment or Services. "Equipment" means all equipment identified in this Agreement or provided to the Customer by Company. "Loss" means the loss, destruction, theft of, or damage to, any Equipment, excepting normal wear and tear. "Parties" means Company and the Customer together. "Party" means Company or Customer individually, as the context requires. "Rental Period" means the period commencing when the Equipment is picked up by Customer at a Company facility or it leaves a Company facility transported to Customer and ending when the Equipment is received at the Company facility designated to receive the Customer's return of the Equipment. "Services" means services provided to Customer by Company, including, but not limited to, engineering, labor, and training services.
- 2. Agreement Effectiveness.** Price quotations are valid for ninety (90) days. The Agreement is conditioned upon Customer's credit approval.
- 3. Scope.** The scope of work to be provided by the Company to the Customer is set forth in this Agreement. Unless otherwise agreed in writing, Customer is responsible for: (1) determining or verifying the bearing capacity of floors, roofs, walls or any other structure or location upon which the Equipment will be located; (2) ensuring that the ground or structure upon which the Equipment will be placed is level, clear of debris and obstruction, and capable of withstanding the total load imposed by the Equipment and any materials and personnel upon the Equipment; and (3) any taxes, licenses, or permits that may be required as a result of the Equipment or Services to be provided by the Company. If Customer fails to satisfy its obligations under this Section, Customer is responsible for any resulting extra costs incurred by Company or others. If Company decides, in its sole discretion, to provide Equipment, Services, or other assistance to satisfy Customer's obligations hereunder, then Customer shall be responsible for all direct or indirect costs incurred by Company. The Agreement price constitutes the price for only those items of Equipment and/or Services expressly set forth herein. Any additional equipment or services beyond those expressly set forth in this Agreement will constitute extra work and Customer is responsible for all costs and charges associated therewith. If Customer is unsure what costs or charges are included in the price, then Customer bears the responsibility for requesting clarification from Company. Customer shall compensate Company in a timely fashion for any extra work performed as requested orally or in writing by the Customer. If there is no prior agreement between the Parties as to the extra cost and charges, Company shall be entitled to reasonable compensation for any additional work performed, including profit and overhead.
- 4. Credit and Payment.** If requested by Company, Customer shall complete and return to Company a credit application. Payment terms are net thirty (30) days from the date of the Company's invoice. A monthly service charge of the lesser of 1.5% or the maximum amount allowed by law will be assessed on all past due accounts. Company may issue progress billings during the term of the project. Nothing herein limits Company's rights under any bond or lien law. Company may recover and Customer is responsible for all costs of collection, including filing and service costs, expert and mediation fees, court and litigation out-of-pocket expenses and attorney's fees related to Customer's failure to pay within terms.
- 5. Default and Termination.** Customer is in default under this Agreement if any of the following occur: (1) Customer fails to pay Company as agreed; (2) Customer fails to procure or maintain any required insurance coverage; (3) Customer becomes insolvent or any proceeding in bankruptcy or receivership is commenced; (4) a termination or liquidation of Customer's business occurs; or (5) Customer is in breach of any terms or conditions of this Agreement. In the event of default by Customer, Company has the right to remove Equipment, stop performing on the project, terminate this Agreement, and/or seek any other remedy available to Company in law or equity. Customer shall bear all costs and/or expenses (including reasonable attorney's fees) incurred by Company as a result of the Customer's default.
- 6. Waiver of and Limitations on Damages.** Neither party shall be liable to the other party for lost profits, indirect, incidental, liquidated or consequential damages arising out of or relating to this Agreement.
- 7. Notice.** Any notice or other communications required to be given must be sent by (a) first class mail to addresses of the parties listed or any other address communicated in writing, or (b) email.
- 8. Work Schedule.** Unless otherwise agreed to by the Parties, Company requires reasonable lead time from the date of the receipt of this Agreement prior to Company's commencement of its performance. This Agreement contemplates Company's personnel working without interruption or interference. Should Company be interrupted or delayed during its performance of the Services, the agreed job schedule will be revised accordingly and additional charges will apply. Company gets reasonable lead time to implement any agreed-upon change in the scope of work. Under no circumstances shall Company be liable for charges for delays exceeding 50% of the value of the services performed hereunder. All claims for losses, damages, back charges or offsets by Customer shall be promptly submitted to Company in writing.
- 9. Storage.** If requested or necessary, Customer shall provide Company with a jobsite Equipment storage area at no charge.
- 10. INDEMNITY.** EACH PARTY AS INDEMNITOR SHALL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTIES HARMLESS AGAINST ALL CLAIMS, ACTIONS, EXPENSES, DAMAGES, LOSSES AND LIABILITIES, INCLUDING ATTORNEY'S FEES AND EXPENSES FOR PERSONAL INJURIES (INCLUDING DEATH) AND/OR PROPERTY DAMAGE ARISING FROM THIS AGREEMENT, OR COMPANY'S EQUIPMENT AND SERVICES, OR THE USE OR MISUSE OF COMPANY'S EQUIPMENT, BUT ONLY TO THE PROPORTIONATE EXTENT SUCH CLAIMS, ACTIONS, EXPENSES, DAMAGES, LOSSES AND LIABILITIES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNITOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT. INDEMNITY IS ALSO PROVIDED FOR ALL NECESSARY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED IN THE NON-JUDICIAL OR JUDICIAL ENFORCEMENT OF ANY PART OF THIS INDEMNITY OBLIGATION. AS PART OF THE INDEMNITIES IN THESE ARTICLES, THE PARTIES, ON BEHALF OF ITS INSURER(S) EXPRESSLY WAIVES ANY IMMUNITY AVAILABLE TO IT UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR APPLICABLE STATE CONSTITUTIONAL PROVISIONS WITH RESPECT TO INJURY OR DEATH TO ANY OF ITS EMPLOYEES BUT ONLY TO THE EXTENT NECESSARY TO GIVE FULL EFFECT TO THE PURPOSE AND INTENT OF SAID INDEMNITY.

All-American Scaffold, LLC Standard Terms and Conditions

**11. Incident Notification.** Customer shall notify Company immediately of any incident or accident that involves (or potentially involves), directly or indirectly, the Equipment or Services and that results (or may result) in death, personal injury, loss, property damage or an event that triggers (or may trigger) either party's indemnity obligation. In addition, Customer shall notify Company of any inspection/investigation by OSHA or other similar enforcement agency regarding the Equipment or a work site where the Equipment is located. Customer shall fully cooperate with Company to limit the extent of any Losses or damages resulting from such incidents. Customer shall also cooperate with Company during Company's investigation, testing or analysis of any such incident and understands that time is of the essence after an incident to promptly investigate and protect the physical evidence (including the taking of photographs and other measures to prevent the spoliation of physical evidence.) Customer is deemed to have knowledge of the incident from the time that Customer (its employees, agents, representatives, contractors, subcontractors, suppliers, vendors, or other parties who report to the Customer) learns of the incident or accident.

**12. Compliance with Laws.** Each party agrees to comply with all applicable laws, rules and regulations ("Laws") AND SHALL DEFEND AND INDEMNIFY THE OTHER PARTY FOR ITS FAILURE TO COMPLY WITH SUCH LAWS.

**13. Venue and Governing Law.** The Terms of the Agreement are to be construed and enforced in accordance with the laws of the State in which the project is located.

**14. Technical Information.** Where Company has provided Customer with technical data, drawings, information or specifications for use of Company's Equipment ("Technical Information"), the following apply: a) CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS AGAINST AND FROM LIABILITY OR CLAIM FOR DAMAGE OR INJURY SUSTAINED BY REASON OF DEVIATION IN WHOLE OR PART FROM SUCH TECHNICAL INFORMATION; b) all Technical Information remains Company's property and may not be used on any other project without its express written consent; and c) all notes, note sheets, specifications, and other information provided with Company's drawings are part of this Agreement.

**15. Standard of Performance/Warranty.** Company provides its services with the care and skill ordinarily used by similar persons operating under similar circumstances. For permanent work, Company warrants its goods and Services for a period of one year from completion by Company. Company makes no other express or implied warranties, including the implied warranty of merchantability or fitness for a particular purpose and Customer waives the same. Company is not responsible for a claim or demand in respect to any technical information, opinion, data, drawings or specifications unless marked or stamped by a Professional Engineer engaged by Company.

**16. Information Supplied by Others.** Company is entitled to rely upon information supplied by or through Customer. Customer represents and warrants that the information it supplies is accurate, complete, and appropriate for the Project and Company's scope of work. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS FROM ANY AND ALL COSTS, EXPENSES, DAMAGES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO ANY ERROR, INACCURACY OR DEFECT IN THE INFORMATION SUPPLIED BY CUSTOMER OR ON CUSTOMER'S BEHALF TO COMPANY.

**17. Assignment.** Customer shall not assign this Agreement to any third party without Company's prior written consent.

**18. Hoisting.** All hoisting and lifting of material to heights above 10' require that Customer provide a crane or other means of mechanical lifting; this also includes the provision of a forklift, if necessary. Unreasonable delays to loading or unloading by Company will be recorded and are considered reimbursable stand-by time.

**19. Substitution of Equipment.** In the event the proposed Equipment is unavailable to support Customer's schedule, Company reserves the right to substitute Equipment that performs the same function.

**20. Equipment Loss or Damage.** Customer is responsible for any Loss during the Rental Period. Regardless of whether or to what extent the Customer is responsible for the Loss, Customer shall promptly pay to Company a sum equal to Company's current list price plus handling charges for all lost Equipment unless the Loss is attributable solely to Company's negligence. For safety reasons, damaged Equipment must be returned to Company, and Company shall not return any such Equipment to Customer, regardless of any replacement costs incurred or paid by Customer.

**21. Inspection.** Upon receipt of Equipment, Customer shall inspect its condition and quantity. If the Equipment count is incorrect or if the Equipment received is damaged, Customer shall notify Company in writing within 48 hours. If the Equipment is not in good condition or repair at the time of delivery, then Customer shall not use the Equipment and immediately notify Company of any defects or other issues. If the Customer does not inspect and count the Equipment when received, the Customer is deemed to have accepted the quantity as shown in Company's shipping documents as correct and, in addition, accepts that the Equipment is in good, operating condition, and fit for its intended use.

**22. Use and Maintenance of Equipment.** Customer expressly agrees that it will erect, dismantle, modify and/or use the Equipment in a safe and proper manner that is consistent with all applicable federal, state and/or local statutes, regulations and ordinances and accepted industry practices, including any instructions provided by the Company. Customer will, at all times during the Rental Period and at its own expense, maintain the Equipment in good working condition, excepting ordinary wear and tear caused by proper use. Any modification or relocation of scaffolding equipment and its components by the Customer, its other contractors or any subcontractor using the scaffold, it is to be done solely at the Customer's risk and should at all times be compliant with all federal and/or state occupational safety and health laws, rules and regulations and applicable city, county, or local codes. The Equipment shall be used only for the purposes for which it was designed. IT IS UNDERSTOOD THAT THE USE OF SCAFFOLDS PROVIDED HEREUNDER SHALL BE USED IN ACCORDANCE THEREWITH, OTHERWISE CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS COMPANY FROM ANY CLAIMS AND COST ARISING OUT OF DEVIATION FROM SUCH PROPER USE. Company has the right at any time to enter the site where the Equipment is located for purposes of inspecting the Equipment.

**23. Title to Equipment/Location.** Title to the Equipment shall remain with Company. The Equipment shall not without Company's prior written consent, be removed from the site designated by the Customer in its order and shall not be intermingled, connected or used with any equipment belonging to others. Company reserves the right, at any time, to file or register its ownership interest and/or title in or to the Equipment as may be permitted by law.

**24. Access to the Work Site.** Company shall have complete access to perform its work as outlined in the attached proposal and Customer agrees to the following; to provide a firm foundation for the scaffold or shoring; to provide a sufficient storage area within a reasonable distance of the work; to maintain traffic patterns in a manner that facilitates Company's work sequence, including any lane closures; to permit utilization of the crane as needed at no cost to the Company; to obtain permission to tie into the face of the building and the ability to make a sufficient number of ties; to remove any glass, windows, grit or other items which must be removed prior to erection and replace the same following dismantling; and to provide barges, boats and personnel for over-water work.

**All-American Scaffold, LLC Standard Terms and conditions**

**25. Contaminated Equipment.** Customer shall fully clean and decontaminate, in a manner satisfactory to Company, all Equipment exposed to materials containing lead, asbestos, radiation, toxic or hazardous substances, or any other materials that may reasonably represent a hazard to human health or would preclude or limit the Equipment's future use. Upon Company's request, Customer shall document confirmation that such cleaning and decontamination has occurred. Should any Equipment be returned to Company without being cleaned or decontaminated, the Customer shall, at Company's sole option, either (1) clean and decontaminate the Equipment at Customer's sole cost (including all transportation costs associated therewith), or (2) reimburse Company for all reasonable costs incurred by Company in connection with cleaning and decontaminating the Equipment or engaging a third party to clean and decontaminate the Equipment. Should any Equipment be unable to be cleaned or decontaminated to Company's reasonable satisfaction, Customer will pay to Company its current list price plus handling charges for all such Equipment. **IN ADDITION, CUSTOMER SHALL INDEMNIFY COMPANY FROM AND AGAINST ALL DAMAGES RESULTING FROM OR RELATING TO CUSTOMER'S FAILURE TO PROPERLY AND ADEQUATELY DECONTAMINATE THE EQUIPMENT.** For health and safety reasons, contaminated Equipment must be returned to Company by Customer, and Company is not obligated to thereafter return any such Equipment to Customer, regardless of any cleaning, decontamination, or replacement costs incurred or paid by Customer pursuant to this Section.

**26. Force Majeure.** Company is not responsible for any delay in the performance of Services or failure of Equipment if and to the extent such delay or failure was caused by an event or occurrence beyond Company's reasonable control and without its fault or negligence. In the event of any delay due to such event or occurrence, Company shall receive an extension to perform the delayed work.

**27. Confidentiality.** Customer shall protect Company's Confidential Information as confidential and proprietary (and at a minimum Customer shall employ the same safeguards to protect the Confidential Information as it would utilize to protect its own confidential information). The Customer shall not disclose any Confidential Information to third parties, except with the prior written consent of Company or as required by law, with reasonable prior notice to Company. Upon Company's request or within 14 days after termination of this Agreement, Customer will return or destroy (as instructed by Company), all Confidential Information and all copies thereof in any media, unless Customer is required to retain such material under applicable laws. Customer further agrees that nothing in this Agreement limits or negates any statutory or common law rights, including those related to trade secrets, where such rights provide Company with broader protection. Each of Customer's agents and employees shall comply with the confidentiality restrictions set forth herein and Customer shall indemnify Company from any and all damages, costs and/or expenses (including reasonable attorney's fees) incurred by Company as a result of its, or its agents'/employees' unauthorized disclosure of Confidential Information.

**28. Miscellaneous.** In the event any term, provision or condition of this Agreement is held invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of the remainder of the Agreement. This Agreement inures to the benefit of and is binding upon the parties and their successors. Each party agrees to execute such further documents necessary to carry out the intent of this Agreement.

**29. Training, Operation, and Maintenance.** Customer shall be fully responsible to any and all training of users of the Equipment and agrees that it will not allow the use of the Equipment by any party unless and until that party has been adequately and properly trained. The Customer also acknowledges its responsibility to operate and maintain the equipment in accordance with the Operations Manual and all applicable codes and regulations. In addition, Customer shall be fully responsible for any and all maintenance required on the Equipment during the Rental Period except for the particular maintenance requirements by Company as set forth in the maintenance materials provided to the Customer by Company. Customer shall maintain adequate maintenance records as required by law.

**30. Non-Discrimination.** This contractor and subcontractor shall abide by the requirements of 41 CFR Sections 60-1.4(a), 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against qualified individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**31. Acceptance, Modification, and Entire Agreement.** COMPANY'S AGREEMENT TO PROVIDE EQUIPMENT OR SERVICES HEREUNDER IS EXPRESSLY CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT, AND CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT IS EXPRESSLY LIMITED TO THE EXACT TERMS AND CONDITIONS SPECIFIED HEREIN. The rights of the parties are governed exclusively by the terms and conditions set forth in this Agreement. Shipment or delivery of Equipment or Services pursuant to this Agreement or the acceptance, use, or retention of any Equipment or Services by Customer constitutes an unqualified acceptance by Customer of this Agreement. Any attempt by Customer to vary in any degree the exact terms and conditions of this Agreement in any acceptance, acknowledgement, confirmation or other communication of any kind containing additional, inconsistent, or different terms and conditions is hereby expressly objected to and rejected. Company's provision of Equipment and Services pursuant to the terms of this Agreement are not considered an acceptance of any additional, inconsistent, or different terms proposed by Customer. Should this Agreement be deemed an acceptance of a prior offer, quotation or proposal by Customer, such acceptance is limited to the express terms and conditions set forth herein. No course of prior dealings between the parties and no usage of trade are relevant or admissible to supplement, explain, or vary any provisions hereof. Moreover, no other contract, specification, drawing or other item, including terms on "click-through" websites, shall be incorporated into or made a part of the Agreement or binding on Company unless it is agreed to in writing by Company.

**32. Minimum Insurance Requirements.**

(a) At all times while performing work hereunder, Customer shall maintain insurance in amounts not less than:

- (1) ~~Workers' Compensation~~ Statutory Amount;
- (2) Employer's Liability: minimum limit of \$1,000,000 per accident;
- (3) General Liability Insurance, including contractual liability, products and completed operations: \$1 million per occurrence and \$2 million aggregate;
- (4) Automobile Liability Insurance: combined single limit of \$1 million per accident;
- (5) Excess Liability Insurance combined single limit for Bodily Injury and Property Damage of not less than \$4,000,000 per occurrence.

(b) All insurance policies required herein shall:

(1) Name Company, its directors, officers, employees and agents as additional insureds to the greatest extent allowed by law except items (1) and (2) above on a broad form endorsement with coverage no less broad than ISO form CG 2010 1185. A current certificate of insurance must be supplied indicating the above coverage prior to the commencement of the work. Company shall have no duty to review said certificates



**All-American Scaffold, LLC Standard Terms and Conditions**

and any failure of Company to notify Customer of its non-compliance with this section or any other provision contained in these requirements shall not act as a waiver of any right by Company.

- (2) Contain an endorsement stipulating that Customer's policies are primary to and not contributory with any other policies affording coverage to Company and all other additional insureds, including any self-insurance retention or deductible maintained by Company;
- (3) Provide that no policy shall be materially changed, amended or canceled except after 30 days prior written notice to Company;
- (4) To the maximum extent permitted by law, all insurance policies of Customer in any way related to, or providing any coverage in connection with the work, whether or not required by this Agreement, shall be endorsed to waive all rights of subrogation against Company, except workers' compensation and employer's liability coverage.

33. **Abatement.** Notwithstanding any other documents between the Parties to the Agreement, the Company's abatement services shall end with appropriately containing the pre-existing hazardous wastes contemplated by this Agreement, including lead, asbestos, or other wastes ("Waste") upon the removal and placing of such packaged Waste in an aggregation location supplied by the Customer. Thereafter, transportation and disposal of the Waste will be the responsibility of its owner or the Customer, who shall sign all manifests as "generator" as that term is defined and understood under any applicable law. For the sake of clarity, the Company shall not transport or dispose of any Waste nor sign any manifest for the transportation or disposal of any Waste as a generator or co-generator or otherwise howsoever. Ownership and title to Waste shall at all times remain with its owner or the Customer and for all purposes, title to the Waste shall be that of the owner or the Customer and shall be deemed never to have been that of the Company.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING PLAT OF HUNTER SUBDIVISION**

WHEREAS there has been presented to the Jasper County, Iowa Board of Supervisors a plat of certain property located in Jasper County, said plat being designated as HUNTER SUBDIVISION, and certified by Jeremy A Harris, PLS with CGA.

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

HUNTER SUBDIVISION LOCATED IN THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 21 WEST OF THE 5<sup>TH</sup> P.M., JASPER COUNTY, IOWA

MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST ¼ CORNER OF SAID SECTION 1, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN BOOK 1153, PAGE 24 IN THE OFFICE OF THE RECORDER JASPER COUNTY, IOWA; THENCE S0°00'43"E 466.90' ALONG THE EAST LINE OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 1 TO THE SOUTHEAST CORNER OF SAID PARCEL "A", SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE, CONTINUING S0°00'43"E 810.00' ALONG SAID EAST LINE; THENCE, N89°56'48"W 362.33"; THENCE, N0°00'43"W 810.00 TO A POINT ON THE SOUTH LINE OF SAID PARCEL "A"; THENCE, S89°56'48"E 362.33' ALONG SAID SOUTH LINE TO THE POIT OF BEGINNING, CONTAINING 6.74 ACRES INCLUDING 0.61 ACRES OF PRESENTLY EXTABLISHED ROAD RIGHT OF WAY. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Auditor

I, Brandon Talsma, chairman of the Jasper County Board of Supervisors, do hereby certify that the Resolution hereinabove set out is a true and correct copy of a Resolution approved and adopted by the Jasper County Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 whereby said board accepted and approved the plat of HUNTER SUBDIVISION.

IN WITNESS WHEREOF, I hereto affix my hand and the seal of Jasper County, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary

## APPROVAL OF SUBDIVISION PLAT NAME BY JASPER COUNTY AUDITOR

Date: 6/14/2022

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

HUNTER SUBDIVISION

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 Leyna K. Yelkovic  
Real Estate Clerk- Jasper County, Iowa

Signed Dennis P. Paus  
Auditor of Jasper County, Iowa



# JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division  
116 W 4<sup>th</sup> St S Newton, IA 50208 ph: 641-792-3084 fax: 641-275-3708


## SUBDIVISION REQUEST

### Subdivision Request 21-03

A subdivision request that has been made to Jasper County Community Development for Hunter Subdivision located: in the NE Quarter of the SE Quarter of Section 1-80-21 Jasper County, Iowa

We, the Jasper County Zoning Commission, recommend that this subdivision request be/not be granted.

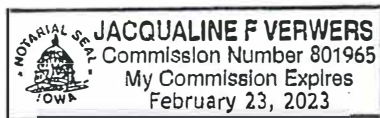
Aye  
 Nay

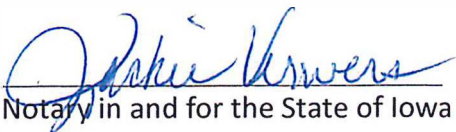
  
\_\_\_\_\_  
Chairperson Jasper County Zoning Commission

### State of Iowa, Jasper County

On this 25<sup>th</sup> day of August 2021, before me JANIE VERWERS a Notary Public in and for the State of Iowa, appeared JEREMY FLORES to me personally known to be the chairperson of the Jasper County Zoning Commission and that said Rezoning Request was signed by him/her on behalf of said Jasper County Zoning Commission.

Witness my hand and Notary Seal the day and year above written.



  
\_\_\_\_\_  
Notary in and for the State of Iowa

# HUNTER SUBDIVISION JASPER COUNTY FINAL PLAT



THIS SITE



VICINITY MAP  
NOT TO SCALE

OWNER OF RECORD

ARNOLD ALLEN HUNTER  
5996 WEST 100TH STREET NORTH  
MINGO, IOWA

SURVEY REQUESTED BY:

ARNOLD HUNTER

FIELD WORK COMPLETED:

MAY 13, 2021

LAND SURVEYOR

JEREMY A HARRIS, PLS  
CLAPSADDLE-GARBER ASSOCIATES  
16 EAST MAIN STREET  
MARSHALLTOWN, IOWA 50158  
(641) 752-6701

UTILITY DISTRICTS

ALLIANT ENERGY  
  
IOWA REGIONAL UTILITY ASSOCIATION  
  
MIDAMERICAN ELECTRIC  
  
WINDSTREAM COMMUNICATIONS

FLOOD ZONE:

(ZONE "X") AREA OF MINIMAL FLOOD HAZARD  
PANEL# 19099C0050D  
EFFECTIVE DATE OCTOBER 5, 2018

ZONE INFORMATION:

JASPER COUNTY  
DISTRICT "A"  
AGRICULTURAL  
ACCESSORY STRUCTURES

FRONT YARD: STATE & FEDERAL ROADS 80 FEET  
ALL OTHER ROADS 60 FEET

SIDE YARDS: PRINCIPAL STRUCTURE 30 FEET  
ACCESSORY STRUCTURE 10 FEET

REAR YARDS: PRINCIPAL STRUCTURE 50 FEET  
ACCESSORY STRUCTURE 10 FEET

LOT WIDTH: N/A

LOT AREA: 2 NET ACRES

JURISDICTION:

JASPER COUNTY



NOTE:  
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.

LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/BBLUE PLASTIC ID CAP #22259
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/BBLUE PLASTIC ID CAP #22259
- ( ) RECORDED AS

HUNTER SUBDIVISION  
JASPER COUNTY



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

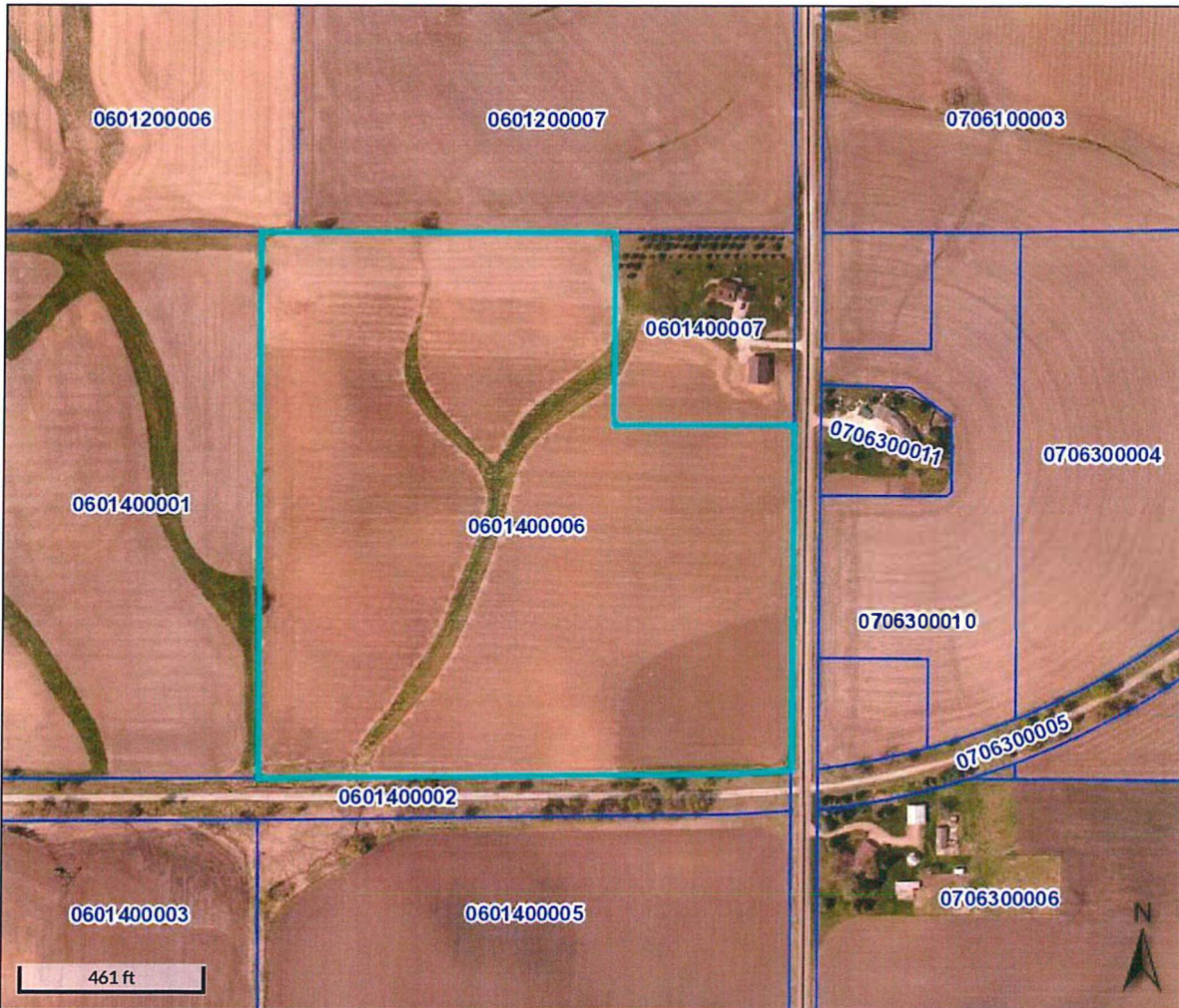
JEREMY A. HARRIS, PLS \_\_\_\_\_ date  
Iowa License Number 22259  
My License Renewal Date is December 31, 2023  
Pages or sheets covered by this seal: \_\_\_\_\_  
SHEETS 1 OF 2 AND 2 OF 2



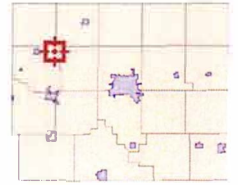
Clapsaddle-Garber Associates, Inc.  
16 East Main Street  
Marshalltown, Iowa 50158  
Ph 641-752-6701  
www.cgasurveyors.com

|          |             |
|----------|-------------|
| DRAWN    | SHEET NO.   |
| CAQ      | 1 OF 2      |
| DATE     | PROJECT NO. |
| 6-3-2021 | 79073.05    |





**Overview**



**Legend**

-  Parcels
-  Corporate Limits
-  Political Township
- Roads**
-  Local
-  Primary Highway
-  Secondary Highway
-  Other

|                              |  |                     |       |                      |                     |
|------------------------------|--|---------------------|-------|----------------------|---------------------|
| <b>Parcel ID</b>             | 0601400006   | <b>Alternate ID</b> | n/a   | <b>Owner Address</b> | HUNTER,ARNOLD ALLEN |
| <b>Sec/Twp/Rng</b>           | 1-80-21  | <b>Class</b>        | A     |                      | 5996 W 100TH ST N   |
| <b>Property Address</b>      |  | <b>Acres</b>        | 33.35 |                      | MINGO, IA 50168     |
| <b>District</b>              | PWCME  |                     |       |                      |                     |
| <b>Brief Tax Description</b> | SECTION:1 TOWNSHIP:80 RANGE:21NE SE EX PARCEL A<br>(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: 8/10/2021  
Last Data Uploaded: 8/9/2021 7:10:59 PM

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING HUNTER 2ND SUBDIVISION**

WHEREAS there has been presented to the Jasper County, Iowa Board of Supervisors a plat of certain property located in Jasper County, said plat being designated as HUNTER 2ND SUBDIVISION, and certified by Jeremy A Harris, PLS with CGA.

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

HUNTER 2<sup>ND</sup> SUBDIVISION LOCATED IN THE NORTHWEST FRACTIONAL ¼ OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 20 WEST OF THE 5<sup>TH</sup> P.M., JASPER COUNTY IOWA

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST FRACTIONAL ¼ OF THE NORTHWEST FRACTIONAL ¼ OF SAID SECTION 6; THENCE, N0°10'31"W 579.08' ALONG THE WEST LINE OF THE NORTHWEST FRACTIONAL ¼ OF THE ORTHWEST FRACTIONAL /4 OF SAID SECTION 6 TO THE SOUTHWEST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "B" AND RECORDED IN INSTRUMENT NO. 2014-00003879 IN THE OFFICE OF THE RECORDER JASPER COUNTY, IOWA; THENCE, N89°49'29"E 220.00' ALONG THE SOUTH LINE OF SAID PARCEL "B" TO THE SOUTHEAST CORNER OF SAID PARCEL "B"; THENCE, N0°10'30'W 330.00' ALONG A EAST LINE OF SAID PARCEL "B" TO A EAST CORNER OF SAID PARCEL "B"; THENCE N 89°49'34"E 15.00' ALONG A EAST LINE OF SAID PARCEL "B" TO A EAST CORNER OF SAID PARCEL "B"; THENCE, N0°10'32"W 115.00' ALONG A EAST LINE OF SAID PARCEL "B" TO THE NORTHEAST CORNER OF SAID PARCEL "B"; THENCE, S89°49'29"W 235.00' ALONG THE NORTHER LINE OF SAID PARCEL "B" TO THE NORTHWEST CORNER OF SAID PARCEL "B"; SAID POINT ALSO BEING ON THE WEST LINE OF THE NORTHWEST FRACTIONAL ¼ OF THE NORTHWEST FRACTIONAL ¼ OF SAID SECTION 6; TO THE NORTHWEST OF A CERTAIN PARCEL OF LAD DESCRIBED AS PARCEL "C" AND RECORDEDE IN INSTRUENT NO. 2020-00005701 IN THE OFFICE OF THE RECORDER JASPER COUNTY, IOWA; THENCE, S14°35'22'E 397.14' ALONG THE WEST LINE OF SAID PARCEL "C" TO THE SOUTHWEST CORNER OF SAID PARCEL "C"; THENCE, N89°36'47"E 12786' ALONG THE SOUTHLINE OF SAID PARCEL "C" TO A POINT ON THE EAST LINE OF THE NORTHWEST FRACTIONAL ¼ OF THE NORTHWEST FRACTIONAL ¼ OF SAID SECTION 6; THECE, N89°53'18"W 1266.65' ALONG SAID SOUTHLINE TO THE POINT OF BEGINNING, CONTAINING 48343 ACRES INCLUDING 2.41 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

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

NOW THEREFORE be it resolved that the plat designated HUNTER 2ND SUBDIVISION of the above-described property be and the same is hereby approved. The chairman of the board is hereby directed to certify a copy of this Resolution and affix the same to the plat for filing in the office of the Jasper County Recorder.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Auditor

I, Brandon Talsma, chairman of the Jasper County Board of Supervisors, do hereby certify that the Resolution hereinabove set out is a true and correct copy of a Resolution approved and adopted by the Jasper County Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 whereby said board accepted and approved the plat of HUNTER 2ND SUBDIVISION.

IN WITNESS WHEREOF, I hereto affix my hand and the seal of Jasper County, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary



## APPROVAL OF SUBDIVISION PLAT NAME BY JASPER COUNTY AUDITOR

Date: 6/14/2022

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

HUNTER 2ND SUBDIVISION

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 Leyna K. Guthrie  
Real Estate Clerk- Jasper County, Iowa

Signed Dennis J. [Signature]  
Auditor of Jasper County, Iowa



# JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division  
116 W 4<sup>th</sup> St S Newton, IA 50208 ph: 641-792-3084 fax: 641-275-3708

## SUBDIVISION REQUEST

### Subdivision Request 21-04

A subdivision request that has been made to Jasper County Community Development for Hunter 2 Subdivision located: in the NW Fractional Quarter of the NW Fractional Quarter of Section 6-80-20 Jasper County, Iowa

We, the Jasper County Zoning Commission, recommend that this subdivision request be/not be granted.

Aye

Nay

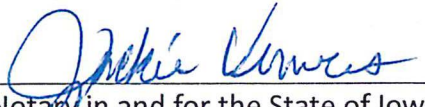
  
Chairperson Jasper County Zoning Commission

### State of Iowa, Jasper County

On this 25<sup>th</sup> day of August 2021, before me JACKIE VERWERS a Notary Public in and for the State of Iowa, appeared JEREMY FLORES to me personally known to be the chairperson of the Jasper County Zoning Commission and that said Rezoning Request was signed by him/her on behalf of said Jasper County Zoning Commission.

Witness my hand and Notary Seal the day and year above written.



  
Notary in and for the State of Iowa

# HUNTER 2ND SUBDIVISION JASPER COUNTY FINAL PLAT



**VICINITY MAP**  
NOT TO SCALE

**OWNER OF RECORD**

ARNOLD ALLEN HUNTER  
5996 WEST 100TH STREET NORTH  
MINGO, IOWA

**SURVEY REQUESTED BY:**

ARNOLD HUNTER

**FIELD WORK COMPLETED:**

MAY 13, 2021

**LAND SURVEYOR**

JEREMY A HARRIS, PLS  
CLAPSADDLE-GARBER ASSOCIATES  
16 EAST MAIN STREET  
MARSHALLTOWN, IOWA 50158  
(641) 752-6701

**UTILITY DISTRICTS**

- ALLIANT ENERGY
- IOWA REGIONAL UTILITY ASSOCIATION
- MIDAMERICAN ELECTRIC
- WINDSTREAM COMMUNICATIONS

**FLOOD ZONE:**

(ZONE "X") AREA OF MINIMAL FLOOD HAZARD  
PANEL# 19099C0050D  
EFFECTIVE DATE OCTOBER 5, 2018

**ZONE INFORMATION:**

JASPER COUNTY  
DISTRICT "A"  
AGRICULTURAL  
ACCESSORY STRUCTURES

FRONT YARD: STATE & FEDERAL ROADS 80 FEET  
ALL OTHER ROADS 60 FEET

SIDE YARDS: PRINCIPAL STRUCTURE 30 FEET  
ACCESSORY STRUCTURE 10 FEET

REAR YARDS: PRINCIPAL STRUCTURE 50 FEET  
ACCESSORY STRUCTURE 10 FEET

LOT WIDTH: N/A

LOT AREA: 2 NET ACRES

**JURISDICTION:**

JASPER COUNTY



NOTE:  
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.

**LEGEND:**

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- ( ) RECORDED AS

HUNTER 2ND SUBDIVISION  
JASPER COUNTY



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

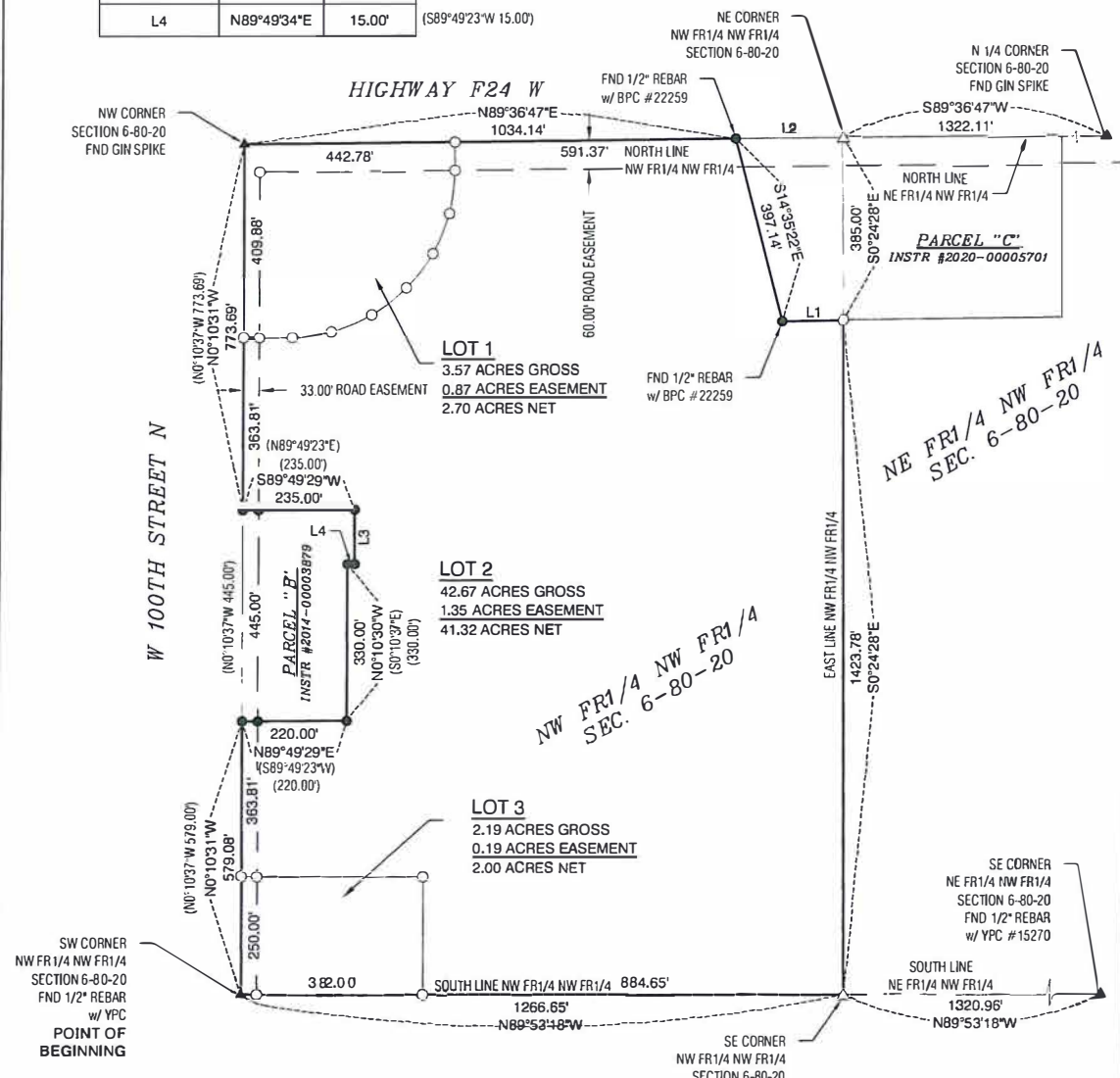
JEREMY A. HARRIS, PLS \_\_\_\_\_ date  
Iowa License Number 22259  
My License Renewal Date is December 31, 2023  
Pages or sheets covered by this seal: \_\_\_\_\_  
SHEETS 1 OF 4, 2 OF 4, 3 OF 4 AND 4 OF 4



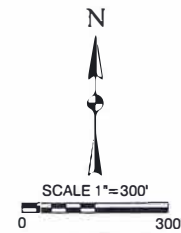
Clapsaddle-Garber Associates, Inc.  
16 East Main Street  
Marshalltown, Iowa 50158  
Ph: 641-752-6701  
www.cgaconsultants.com

|                   |                         |
|-------------------|-------------------------|
| DRAWN<br>CAO      | SHEET NO.<br>1 OF 4     |
| DATE<br>7-19-2021 | PROJECT NO.<br>79073.05 |

| LINE DATA   |             |          |
|-------------|-------------|----------|
| LINE NUMBER | BEARING     | DISTANCE |
| L1          | N89°36'47"E | 127.86'  |
| L2          | S89°36'47"W | 225.16'  |
| L3          | N0°10'32"W  | 115.00'  |
| L4          | N89°49'34"E | 15.00'   |



**DESCRIPTION**  
 HUNTER 2ND SUBDIVISION LOCATED IN THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 20 WEST OF THE 5th P.M., JASPER COUNTY, IOWA.  
 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION 6; THENCE, N0°10'31"W 579.08' ALONG THE WEST LINE OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION 6 TO THE SOUTHWEST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "B" AND RECORDED IN INSTRUMENT NO. 2014-00003879 IN THE OFFICE OF THE RECORDER JASPER COUNTY, IOWA; THENCE, N89°49'29"E 220.00' ALONG THE SOUTH LINE OF SAID PARCEL "B" TO THE SOUTHWEST CORNER OF SAID PARCEL "B"; THENCE, N0°10'30"W 330.00' ALONG AN EAST LINE OF SAID PARCEL "B" TO AN EAST CORNER OF SAID PARCEL "B"; THENCE N89°49'34"E 15.00' ALONG AN EAST LINE OF SAID PARCEL "B" TO AN EAST CORNER OF SAID PARCEL "B"; THENCE, N0°10'32"W 115.00' ALONG AN EAST LINE OF SAID PARCEL "B" TO THE NORTHEAST CORNER OF SAID PARCEL "B"; THENCE, S89°49'29"W 235.00' ALONG THE NORTH LINE OF SAID PARCEL "B" TO THE NORTHWEST CORNER OF SAID PARCEL "B"; SAID POINT ALSO BEING ON THE WEST LINE OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION 6; THENCE, N0°10'31"W 773.69' ALONG SAID WEST LINE OF SAID SECTION 6 TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE, N89°36'47"E 1034.14' ALONG THE NORTH LINE OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION 6; TO THE NORTHWEST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "C" AND RECORDED IN INSTRUMENT NO. 2020-00005701 IN THE OFFICE OF THE RECORDER JASPER COUNTY, IOWA; THENCE, S14°35'22"E 397.14' ALONG THE WEST LINE OF SAID PARCEL "C" TO THE SOUTHWEST CORNER OF SAID PARCEL "C"; THENCE, N89°36'47"E 127.86' ALONG THE SOUTH LINE OF SAID PARCEL "C" TO A POINT ON THE EAST LINE OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION 6; THENCE, S0°24'28"E 1423.78' ALONG SAID EAST LINE TO THE SOUTHWEST CORNER OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION 6; THENCE, N89°53'18"W 1266.65' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINING 48.43 ACRES INCLUDING 2.41 ACRES OF PRESENTLY ESTABLISHED ROAD RIGHT OF WAY. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



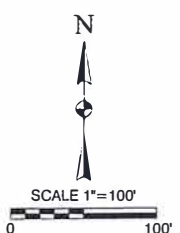
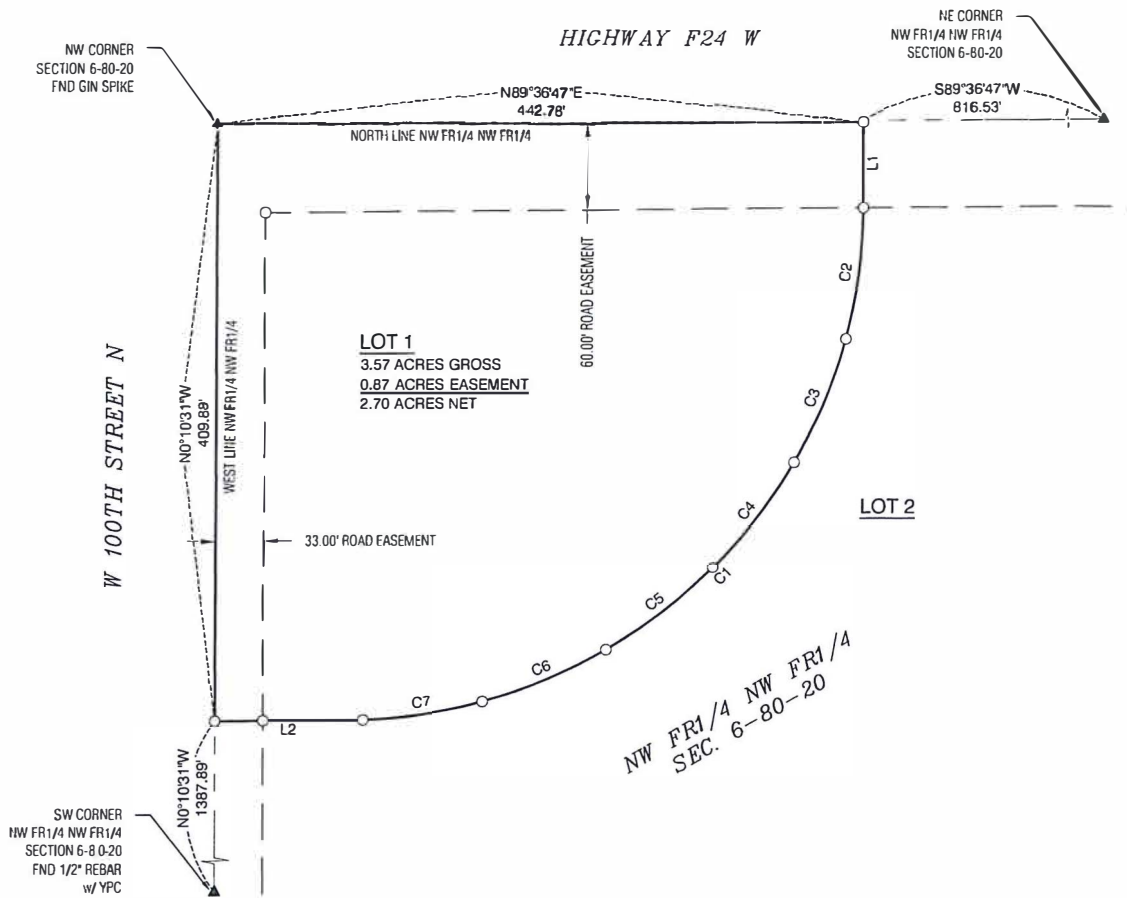
CGA

Clapsaddle-Garber Associates, Inc  
 16 East Main Street  
 Marshalltown, Iowa 50158  
 Ph 641-752-6701  
 www.cgaconsultants.com

|                   |                         |
|-------------------|-------------------------|
| DRAWN<br>CAQ      | SHEET NO.<br>2 OF 4     |
| DATE<br>7-19-2021 | PROJECT NO.<br>79073.05 |

| Curve Table |            |         |             |               |         |
|-------------|------------|---------|-------------|---------------|---------|
| CURVE DATA  | ARC LENGTH | RADIUS  | DELTA ANGLE | CHORD BEARING | CHORD   |
| C1          | 542.92'    | 350.00' | 88°52'35"   | S43°59'53"W   | 490.10' |
| C2          | 92.17'     | 350.00' | 15°05'18"   | S7°06'15"W    | 91.90'  |
| C3          | 91.85'     | 350.00' | 15°02'07"   | S22°09'58"W   | 91.58'  |
| C4          | 91.85'     | 350.00' | 15°02'07"   | S37°14'12"W   | 91.58'  |
| C5          | 91.85'     | 350.00' | 15°02'07"   | S52°14'12"W   | 91.58'  |
| C6          | 91.85'     | 350.00' | 15°02'07"   | S67°16'19"W   | 91.58'  |
| C7          | 83.36'     | 350.00' | 13°38'49"   | S81°36'47"W   | 83.17'  |

| LINE DATA   |             |          |
|-------------|-------------|----------|
| LINE NUMBER | BEARING     | DISTANCE |
| L1          | S0°23'13"E  | 60.00'   |
| L2          | S89°49'29"W | 101.48'  |



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|           |             |
|-----------|-------------|
| DRAWN     | SHEET NO.   |
| CAQ       | 3 OF 4      |
| DATE      | PROJECT NO. |
| 7-19-2021 | 79073.05    |

NW CORNER  
SECTION 6-80-20  
FND GIN SPIKE

W 100TH STREET N

NW FR1/4 NW FR1/4  
SEC. 6-80-20

LOT 2

S0°10'31"E  
1547.77'

S89°53'18"E  
382.00'

33.00' ROAD EASEMENT

LOT 3  
2.19 ACRES GROSS  
0.19 ACRES EASEMENT  
2.00 ACRES NET

N0°10'31"W  
250.00'

WEST LINE NW FR1/4 NW FR1/4

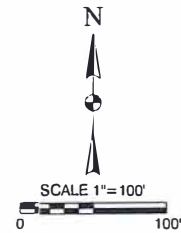
250.00'  
S0°10'31"E

SW CORNER  
NW FR1/4 NW FR1/4  
SECTION 6-80-20  
FND 1/2" REBAR  
w/ YPC  
POINT OF  
BEGINNING

SOUTH LINE NW FR1/4 NW FR1/4

382.00'  
N89°53'18"W

884.65'  
N89°53'18"W  
SE CORNER  
NW FR1/4 NW FR1/4  
SECTION 6-80-20



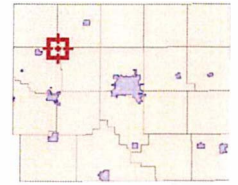
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|                   |                         |
|-------------------|-------------------------|
| DRAWN<br>CAQ      | SHEET NO.<br>4 OF 4     |
| DATE<br>7-19-2021 | PROJECT NO.<br>79073.05 |



**Overview**



**Legend**

-  Parcels
-  Corporate Limits
-  Political Township
- Roads**
-  Local
-  Primary Highway
-  Secondary Highway
-  Other

|                              |   |                     |       |                      |                    |
|------------------------------|---|---------------------|-------|----------------------|--------------------|
| <b>Parcel ID</b>             | 0706100010  | <b>Alternate ID</b> | n/a   | <b>Owner Address</b> | HUNTER,ARNOLDALLEN |
| <b>Sec/Twp/Rng</b>           | 6-80-20   | <b>Class</b>        | A     |                      | 5996 W 100TH ST N  |
| <b>Property Address</b>      |   | <b>Acreage</b>      | 45.74 |                      | MINGO, IA 50168    |
| <b>District</b>              | PWCME   |                     |       |                      |                    |
| <b>Brief Tax Description</b> | SECTION:6 TOWNSHIP:80 RANGE:20NW NW EX PARCEL B & PARCEL C<br>(Note: Not to be used on legal documents) |                     |       |                      |                    |

Jasper County Data Disclaimer

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Date created: 8/10/2021  
Last Data Uploaded: 8/9/2021 7:10:59 PM

Jasper County Conservation  
Caring for Conservation Concert August 28th, 2021  
"Beer Garden Outline"



\*Everything in-between the two arrows will be a beer garden. Entrance and exit to the park is limited to 1 exit. \*



**PROPERTY USAGE AND RELEASE AGREEMENT**

The undersigned owner ("Owner") hereby grants permission to use real property, improvements and adjacent areas located at:

**Ashton Wildwood Park, 8755 W 122<sup>nd</sup> St N, Mingo, Iowa 50168**

("The Premises") for the purpose of selling beer for the use of Green Castle Tavern ("Operator") and others. Said permission shall include but not be limited to the right to bring personnel, equipment and property onto the Premises, and the right to remove same from the Premises after completion of work. Owner agrees not to interfere with Operator's work on the Premises.

The above permission is granted for one or more days, as may be necessary, for the following consideration:

The Premises will be used, commencing on or about the following 6-25-22, and currently scheduled to end on 6-25-22

Operator agrees to restore the Premises to the condition in which they were delivered, reasonable wear and tear excepted. Operator agrees to use reasonable care to prevent damage to the Premises and will maintain standard liquor liability and DRAM shop insurance to protect Owner and Operator against claims or demands of any person arising out of personal injuries, death or property damage caused by the negligence of Operator's employees, agents, or equipment in connection with the use of the Premises. Operator agrees to make available to Owner copies of its insurance upon request. Operator shall not be liable for any indirect, incidental, or consequential damages including, but not limited to, loss of business, loss of use and loss of profits of any party, including Owner.

Owner represents that Owner owns the Premises or otherwise has full authority from the Owner to enter into this Agreement.

|         |                                   |               |                                     |
|---------|-----------------------------------|---------------|-------------------------------------|
| Owner   | <u>Jasper County Conservation</u> | Agreed to by: | Operator <u>Green Castle Tavern</u> |
| Address | <u>1030 W 2<sup>nd</sup> St S</u> | Address       | <u>115 N Station St</u>             |
|         | <u>Newton, IA 50208</u>           |               | <u>Mingo, IA 50168</u>              |
| Date    | <u>6-1-22</u>                     | Date          | _____                               |

Signee Keri VanZante, Director, Jasper County Conservation Signee \_\_\_\_\_

*Keri VanZante, Director  
Jasper County Conservation*

## Jasper County Civil Service Commission

Pat Wallace, Chairman  
Leland Groves  
Arie Scholten

On June 4, 2022 the Jasper County Sherriff's Office conducted written, physical testing and oral interviews for potential candidates for an open positions of Deputy Sherriff.

Two applicants successfully passed all of the testing components and is deemed certified as eligible for hiring by the JCCSC.

The two individuals are:

Ben Bailey  
Matthew R. Ruzicka

Respectfully Submitted,

Pat Wallace, Chairman  
JCCSC

Tuesday, June 7, 2022, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Carpenter, Cupples, and Talsma present and accounted for; Chairman Talsma presiding.

Motion by Cupples, seconded by Carpenter to open the Public Hearing regarding the Revised FY2023 Secondary Roads Five Year Program.

YEA: TALSMA, CARPENTER, CUPPLES

Engineer Michael Frietsch presented the Revised FY2023 Secondary Roads Five Year Program.

Motion by Cupples, seconded by Carpenter to close the Public Hearing for the Revised FY2023 Secondary Roads Five Year Program.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples, seconded by Carpenter to approve the Revised FY2023 Secondary Roads Five Year Program.

YEA: CUPPLES, TALSMA, CARPENTER

Engineer Frietsch also presented the quote for steel and stockpile. He requested quotes from three companies, but only received one back.

Oden Enterprises                      \$239,390.08

Motion by Carpenter, seconded by Cupples to approve the quote for steel and stockpile from Oden Enterprises in the amount of \$239,390.08.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Carpenter, seconded by Cupples to adopt Resolution 22-50, a hiring resolution certifying the following appointment to the Auditor for payroll purposes:

| <u>DEPARTMENT</u> | <u>POSITION</u> | <u>EMPLOYEE</u> | <u>PAY RATE</u> | <u>RANGE/STEP</u>    | <u>EFFECTIVE DATE</u> |
|-------------------|-----------------|-----------------|-----------------|----------------------|-----------------------|
| Secondary Roads   | Skilled Laborer | Austin St. John | \$23.19         | Hire-in<br>Grade III | 06/13/22              |

YEA: CUPPLES, CARPENTER, TALSMA

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

Motion by Cupples, seconded by Carpenter to approve the claims paid through June 7, 2022.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Carpenter, seconded by Talsma to approve the Board of Supervisors Minutes for May 31, 2022.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Carpenter, seconded by Cupples to adjourn the Tuesday, June 7, 2022, meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, TALSMA, CUPPLES