

# Jasper County, Iowa Board of Supervisors

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

Denny Stevenson

Doug Cupples

Brandon Talsma

**March 21, 2023**

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**     **8:30 am – 2<sup>nd</sup> Tier Canvass for the Results from March 7, 2023, Special Election for PCM Schools.**
- 
- Item 2**     **Public Hearing – Community Development – Kevin Luetters**  
a) 2<sup>nd</sup> Reading for Brent Vandewall with Firm Foundation Inc. Requesting a Rezone for Parcel #13.23.102.001, from Agricultural to Rural Residential RR1.
- Item 3**     **Not to Exceed \$9,000,000 General Obligation Urban Renewal Capital Loan Notes**  
a) Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the County thereunder.
- Item 4**     **IDALs Batch and Build Projects**
- Item 5**     **IT – Ryan Eaton**  
a) Vendor Change for Online Permit Payments
- Item 6**     **Engineer – Mike Frietsch**  
a) Clarification on Agreement with Clapsaddle-Garber Associates, Inc for Construction Surveying Services for the F-62 PCC Overlay Project.  
b) Snyder & Associates Professional Services Agreement for Construction Cost Estimating on W 129<sup>th</sup> St S and S 96<sup>th</sup> Ave W (FLAP Grant Projects around Neal Smith Wildlife Refuge)  
c) Set Public Hearing Dates for Vacating a Portion of Newcomer Ave in Newburg  
(Recommended Dates & Time, April 4<sup>th</sup>, April 11<sup>th</sup>, and April 18<sup>th</sup>, 2023, at 9:30 am at the Courthouse in the Board of Supervisors room)
- Item 7**     **Approval of Board of Supervisors Minutes for March 14, 2023**
- Item 8**     **Board Appointments**

**PUBLIC INPUT & COMMENTS**

# Rezoning Request

R-2023-002

I, Brent Vandewall with Firm Foundation Inc, request that the properties described as:

Parcel # 13.23.102.001

A tract described as Commence 4 rods South of the Northwest corner of Section 23, run thence North 4 rods, thence East 80 rods, thence South 28 rods and 4 feet, thence West to the public highway, thence Northwesterly to the place of beginning, being 12 acres off of the North side of that part of the Northwest Quarter of the Northwest Quarter of said Section 23 lying North and East of the road; all in Township 79 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, EXCEPT a parcel of Land located in the Northwest Quarter of the Northwest Quarter of Section 23, Township 79 North, Range 19 West of the 5<sup>th</sup> P.M., said parcel described as follows: Beginning at the NW corner of said Sec. 23, thence South 123.3 ft., thence North 89° 29' East 13.1 ft., thence South 34° 58' East 428.4 Ft. Thence North 89° 29' East 73.2ft., thence North 34° 58' West 174.2 FT., thence northerly 360.90 ft. along a 895.0 ft radius curve concave northeasterly and tangent to the preceding course, thence South 89° 29' West 88.5 ft. to point of beginning, containing 0.25 acres more or less exclusive of the present established roads. Note: The W. line of the SW ¼ Sec. 14-79-19 is assumed to bear due North.

Be rezoned from "Agricultural" to "Rural Residential RR1"

We the Jasper County Board of Supervisors do approve the re-zoning of the requested property, and therefore do amend the Jasper County Zoning Map to reflect the change requested in the above petition.

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

\_\_\_\_\_  
Auditor

\_\_\_\_\_  
Chairperson

# JASPER COUNTY COMMUNITY DEVELOPMENT


CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division  
315 W 3<sup>rd</sup> ST N - #150 Newton, IA 50208 ph: 641-792-3084

## R-2023-002

I, Brent Vandewall with Firm Foundations Inc. request that the following parcel be rezoned from Agricultural "A" to Rural Residential "RR1" to create a rural residential subdivision and comply with Jasper County Ordinance #04E.

PARCEL #1323102001

Signed 

Date 2/10/23

Jasper County Zoning Commission, recommend that this rezoning request **be/not be** granted.

3 Aye      1 Nay

  
Chairperson Jasper County Zoning Commission

### State of Iowa, Jasper County

On this 22 day of February, before me Brett Jennings, a Notary Public in and for the State of Iowa, appeared Ross Baster 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.



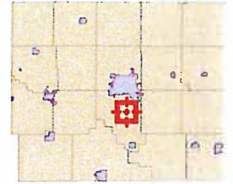
  
- Notary in and for the State of Iowa -



# Jasper County, IA



## Overview



## Legend

### Parcels

Parcel

BLL

Corporate Limits

Political Township

### Roads

Local

Primary Highway

Secondary Highway

Other

Parcel ID	1323102001	Alternate ID	054200	Owner Address	DEVORE, BETTY L REV LIVING TRUST
Sec/Twp/Rng	23-79-19	Class	A		310 E 24TH ST N
Property Address		Acreage	11.98		NEWTON, IA 50208
District	PANT1				
Brief Tax Description	LOT 1 NW NW				
	(Note: Not to be used on legal documents)				

### Jasper County Data Disclaimer

#### Please Read Carefully

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**ITEMS TO INCLUDE ON AGENDA**

**JASPER COUNTY, IOWA**

Not to Exceed \$9,000,000 General Obligation Urban Renewal Capital Loan Notes

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the County thereunder.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.

March 21, 2023

The Board of Supervisors of Jasper County, State of Iowa, met in \_\_\_\_\_ session, in the Supervisors Room, Jasper County Courthouse, 101 - 1<sup>st</sup> Street North, Newton, Iowa, at \_\_\_\_\_ .M., on the above date. There were present Chairperson \_\_\_\_\_, in the chair, and the following named Board Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Board Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$9,000,000 GENERAL OBLIGATION URBAN RENEWAL CAPITAL LOAN NOTES OF JASPER COUNTY, STATE OF IOWA (FOR URBAN RENEWAL PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Board Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

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

\_\_\_\_\_

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

Whereupon, the Chairperson declared the resolution duly adopted as follows:

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

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$9,000,000 GENERAL OBLIGATION URBAN RENEWAL CAPITAL LOAN NOTES OF JASPER COUNTY, STATE OF IOWA (FOR URBAN RENEWAL PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 23-08, adopted on February 7, 2023, the Board of Supervisors found and determined that certain areas located within the County are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Urban Renewal Plan (the "Plan") for the Legacy Plaza Urban Renewal Area (the "Area" or "Urban Renewal Area"), which plan is on file in the office of the County Auditor of Jasper County, Iowa; and

WHEREAS, by Resolution No. 23-08 A, adopted on February 14, 2023, the Board of Supervisors approved and adopted a Resolution Nunc Pro Tunc, correcting and amending the legal description of the property included in the Plan for the Area, and;

WHEREAS, it is deemed necessary and advisable that Jasper County, State of Iowa, should provide for the authorization of a Loan Agreement and the issuance of General Obligation Urban Renewal Capital Loan Notes, to the amount of not to exceed \$9,000,000, as authorized by Chapters 331 and 403, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out urban renewal purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Urban Renewal Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action.

WHEREAS, before notes may be issued, it is necessary to comply with the procedural requirements of Chapters 331 and 403 of the Code of Iowa, and to publish a notice of the proposal to issue such notes and the right to petition for an election.

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

Section 1. That this Board meet in the Supervisors Room, Jasper County Courthouse, 101 - 1st Street North, Newton, Iowa, at \_\_\_\_\_ .M., on the 11<sup>th</sup> day of April, 2023, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$9,000,000 General Obligation Urban Renewal Capital Loan Notes, for urban renewal purposes, the proceeds of which will be used to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the Legacy Plaza Urban Renewal Area, as amended, including funding construction grants for apartment improvements and hotel improvements in connection with the Newton Legacy Reinvestment District.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Urban Renewal Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$9,000,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue Notes shall be in substantially the following form:



(To be published between March 22, 2023 and March 31, 2023)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS  
OF JASPER COUNTY, IOWA, ON THE MATTER OF THE  
PROPOSED AUTHORIZATION OF A LOAN AGREEMENT  
AND THE ISSUANCE OF NOT TO EXCEED \$9,000,000  
GENERAL OBLIGATION URBAN RENEWAL CAPITAL  
LOAN NOTES OF THE COUNTY (FOR URBAN RENEWAL  
PURPOSES), AND THE HEARING ON THE ISSUANCE  
THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Jasper County, State of Iowa, will hold a public hearing on the 11<sup>th</sup> day of April, 2023, at \_\_\_\_\_ .M., in the Supervisors Room, Jasper County Courthouse, 101 - 1st Street North, Newton, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$9,000,000 General Obligation Urban Renewal Capital Loan Notes, for urban renewal purposes, to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the Legacy Plaza Urban Renewal Area, as amended, including funding construction grants for apartment improvements and hotel improvements in connection with the Newton Legacy Reinvestment District. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the County, may be filed with the Auditor of the County in the manner provided by Section 331.306 of the Code of Iowa, pursuant to the provisions of Chapters 331 and 403 of the Code of Iowa.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Jasper County, State of Iowa, as provided by Chapters 331 and 403 of the Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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County Auditor, Jasper County, State of Iowa

(End of Notice)

PASSED AND APPROVED this 21<sup>st</sup> day of March, 2023.

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Chairperson, Board of Supervisors

ATTEST:

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County Auditor

## SUBMITTER MERCHANT PAYMENT PROCESSING AGREEMENT, INSTRUCTIONS AND GUIDELINES (Standard MCC – Convenience Fee)

Worldpay US, Inc. ("Worldpay" or "we", "us", or "our" and the like), for itself and on behalf of Citizens Bank, N.A., a national banking association ("Bank"), is very excited about the opportunity to join Value Payment Systems, LLC ("VPS"), in providing you with state-of-the-art payment processing services. When your customers pay you through VPS, you may be the recipient of a credit card or debit card ("Card") funded payment. The organizations that operate these credit card and debit card systems (such as Visa U.S.A., Inc. and MasterCard International, Inc. (collectively, the "Payments Networks") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Networks and (ii) agree to comply with the operating rules and regulations of the Payment Networks, as in effect from time to time (collectively, the "Rules") as they pertain to applicable credit and debit card payments you receive through VPS.

By executing this document, you are fulfilling the Payment Network Rules that require you to enter into a direct contractual relationship with a member, and you are agreeing to comply with Payment Network Rules as they pertain to payments you receive through the VPS service. In the event you fail to comply with the Payment Network Rules, you will be liable for all fees and fines imposed by the Payment Networks. We understand and acknowledge that you have contracted with VPS to obtain credit card and debit card processing services on your behalf and that VPS may have agreed to be responsible to you for certain of your obligations to us under this Agreement as specifically set forth in the agreement between you and VPS (your "VPS Customer Agreement").

The following information is designed to inform and assist you as we begin our relationship.

### 1. Your acceptance of Cards

You agree to comply with all applicable Payment Network Rules. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Payment Networks.

In offering payment options to your customers, you may elect any one of the following options: (1) Accept all types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards; (2) Accept only Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards, but not consumer debit/check cards, and all commercial card products, including business debit/check cards); or (3) Accept only Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products but not business debit/check cards, and refuse to accept any kind of credit cards). The acceptance options above apply only to domestic transactions.

If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage/postings to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products). You may not require a cardholder, as a condition for honoring a Card, to sign a statement that waives the cardholder's right to dispute the transaction with the Card issuer.

For recurring transactions, you must obtain a written request or similar authentication from your customer for the goods and/or services to be charged to the customer's account, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

### 2. Submission of Transactions; Payment

You will transmit, or cause to be transmitted on your behalf, information to us, which information represents your sales to be authorized and settled (paid) by Card transactions. We will process your sales data to facilitate the funds transfer between the various Payment Networks and you for Card sales. After we receive funds for such sales from the Payment Networks, we will make payments to you as more specifically set forth on the Funding Schedule attached hereto.

You must not submit transactions for payment until the goods are delivered, shipped, or the services are performed. If the cardholder disputes being charged for merchandise or services before receiving them, the result may be a chargeback to you ("Chargeback").

### 3. Chargebacks; Fraud; Temporary Holdback

**3.1 Chargebacks.** You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks: (1) You do not issue a refund to a customer upon the return or non-delivery of goods or services; (2) An authorization/approval code was required and not obtained; (3) The transaction was fraudulent; (4) The customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or (5) The customer refuses to make payment for a Card sale because in the customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner. You agree to (1) reimburse the Bank or Worldpay (or VPS, if VPS has reimbursed Bank or Worldpay on your behalf) for the amount of the transaction in the event of a Chargeback (the "Transaction Amount") and (2) to pay a handling fee for each Chargeback (the "Handling Fee") unless VPS has agreed to do so on your behalf pursuant to both your VPS Customer Agreement and an agreement between VPS and Worldpay.

**3.2 Fraud.** You agree to be solely responsible for losses and expenses incurred by Bank or Worldpay as a result of or arising out of the fraud, gross negligence or willful misconduct of your employees, contractors (other than VPS) or agents.

**3.3 Temporary Holdback.** In addition to any of the other rights granted to the Bank and Worldpay in this Section 3, in the event that the Bank and Worldpay, at any time during the term of this Agreement, determine in their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual or suspicious activity involving your account, a cardholder's account, or otherwise, including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, activity related to a suspected compromise of cardholder data or other breach of Data Security Guidelines, or you are identified by a Payment Network as experiencing excessive Chargebacks, the Bank, or Worldpay on behalf of the Bank, may hold funds otherwise due you in the Bank's name and in a non-segregated and non-interest bearing account for a commercially reasonable period as the Bank or Worldpay, in its commercially reasonable discretion deems necessary, to reimburse the Bank and Worldpay for Chargebacks and credits issued by you in respect of such activity, plus other costs or liabilities reasonably anticipated to be due from you to Worldpay or the Bank under the terms of this Agreement as a result of such activity. Worldpay and the Bank shall communicate the findings of the related investigation to you, as well as their determination regarding the disposition of such funds, as soon as possible.

#### **4. Financial Information**

You agree to provide such financial information as may be requested by Worldpay or the Bank from time to time during the term of this Agreement in order for Worldpay or the Bank to comply with the Payment Network Rules or to otherwise enable Worldpay and the Bank to assess your financial condition and the related risk associated with your business as it relates to this Agreement.

#### **5. Data Security and Privacy**

You represent to us that you do not have access to Card information (such as the cardholder's account number, expiration date, and CVV2) and you will not request access to such Card information from VPS. In the event that you receive such Card information in connection with the processing services provided under this Agreement, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Network Rules or applicable law. Further, in the event you do have access to Card information, you acknowledge that you are bound to abide by all applicable standards, guidelines, practices or procedures recommended or required by the applicable Payment Networks with respect to data security or protection of cardholder data, as such may be amended from time to time (collectively "Data Security Guidelines"), including, without limitation, Payment Card Industry Data Security Standards ("PCI"), PIN Entry Device Standards ("PED"), and Payment Application- Data Security Standards ("PA-DSS"). Currently, the PCI guidelines require Customer (a) to observe, among other things, standards of due care with regard to the protection of sensitive cardholder information; and (b) to insure that the point of sale equipment and applicable software used by Customer comply with PCI guidelines. If you know or suspect a security breach, you must notify us immediately. If a Payment Network requires you to submit to an audit in connection with a breach or suspected compromise of cardholder data or any other breach of Data Security Guidelines, you shall cooperate with such audit and shall be responsible for the cost of the audit. Your obligations under this provision shall survive termination of this Agreement.

#### **6. Disclaimer; Limited Liability**

**6.1 Disclaimer of Warranties.** Worldpay and the Bank hereby disclaim all warranties, with respect to the services and products provided hereunder, whether expressed, implied, statutory or otherwise, including without limitation, any warranty of merchantability or fitness for a particular purpose.

**6.2 Limitation of Liability.** Under no circumstances shall the financial responsibility of Worldpay or the Bank for any failure of performance by Worldpay or the Bank under this Agreement exceed the fees or charges paid to such party for the transaction or activity that is or was the subject of the alleged failure of performance. In no event shall the Bank or Worldpay, their agents, officers, directors, employees or affiliates, be liable for any special, incidental, consequential, punitive, or exemplary damages or claims by you or any third party relative to the transactions or activities hereunder, whether or not such damages were foreseeable.

#### **7. Term; Termination**

**7.1 Term.** This Agreement shall continue in effect until the earlier of (a) termination or expiration of your VPS Customer Agreement or (b) a period of one year after the date on which your first draft is presented to the Bank following acceptance of this Agreement (as evidenced by an authorized signature hereon) by Worldpay and the Bank. Such term shall automatically renew for successive one year periods at the end of the original and each renewal term, unless any party elects to terminate by giving written notice of non-renewal to the other party 90 days before the expiration of the then current term.

**7.2 Termination Without Notice.** Worldpay or the Bank may terminate this Agreement without notice, at any time as a result of any of the following events: (a) your material noncompliance with the Rules; (b) any voluntary or involuntary bankruptcy or insolvency proceedings by you, your parent or an affiliated entity; (c) Worldpay or the Bank, in its commercially reasonable discretion, deems you to be financially insecure such that Worldpay or the Bank is at a material risk of loss; (d) you or any other person owning or controlling your business is or becomes listed in the Combined Terminated Customer File (or its equivalent) maintained by the Payment Networks; (e) you materially alter the nature and type of business conducted, or (f) Worldpay or the Bank is prohibited by applicable law from conducting business with you or your principals.

**7.3 Additional Rights.** Upon notice of any termination of this Agreement, the Bank shall determine, in its commercially reasonable discretion, and the Bank, or Worldpay on behalf of the Bank, may notify you of the estimated aggregate

dollar amount of your Chargebacks, refunds, and other obligations and liabilities that the Bank and Worldpay reasonably anticipate may become due subsequent to termination, and you shall immediately deposit such amount with the Bank or the Bank may withhold such amounts from credits due to you. The Bank is authorized to hold such funds for a reasonable period not to exceed the latter of the ten months after termination of this Agreement or the length of time applicable laws, rules or regulations or Payment Networks impose actual or potential liability upon any party to this Agreement. You shall have no rights to such funds until all of your obligations under this Agreement are satisfied, and Worldpay and the Bank may receive out of such funds those amounts that are or become due to Worldpay and the Bank pursuant to this Agreement.

**7.4 Survival.** The obligations of all parties hereto incurred prior to the effective date of termination or arising from transactions processed prior to the termination shall survive the termination of this Agreement. In addition to the foregoing and in addition to those sections of this Agreement which by their terms survive, Sections 3.2, 6.1, 6.2, 7.4, and 8.1 through 8.5 shall survive any termination or expiration of this Agreement.

## **8. General Provisions**

**8.1 Assignment.** You may not assign this Agreement, directly or indirectly, including by operation of law, without the prior written consent of the other parties. Any sale or transfer of equity interests such that the holders of the equity interests as of the date hereof do not own more than 50% of the equity interests immediately after such transfer shall be deemed an assignment of this Agreement.

**8.2 Attorneys' Fees.** In the event any party hereto shall employ legal counsel or bring an action at law or other proceeding against another party to enforce any of the terms, covenants, or conditions hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs so incurred.

**8.3 Confidentiality.** The parties acknowledge that each of their respective businesses is highly competitive and that their respective books, records and documents, technical information concerning their respective products, equipment, services and processes, procurement procedures and pricing information, and the names or other information (such as credit and financial data) concerning cardholders, all comprise confidential business information and trade secrets of each and are valuable, special and unique assets of the parties that they use in their business to obtain a competitive advantage over their competitors, which do not know or use this information or have access to it (collectively, "Protected Information"). The parties further acknowledge that the protection of each other's Protected Information against unauthorized disclosure and use is of critical importance to each in maintaining their respective competitive position. Accordingly, the parties hereby agree that neither they, nor any of their respective employees or agents, shall make any unauthorized disclosure of any Protected Information, or make any use thereof, except for the benefit of, and on behalf of, that party. The following information shall not be subject to protection under this Section 8.3: information that (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; (b) was known by the receiving party before receiving such information from the disclosing party; (c) is hereafter rightfully obtained by the receiving party from a third party, without breach of any obligation to the disclosing party; or (d) is independently developed by the receiving party without use of or reference to the Protected Information. Each party may disclose the other party's Protected Information if and to the extent that such disclosure is required or requested by applicable law or any regulatory or governmental authority. The provisions of this Section 8.3 shall be effective during the term of this Agreement and shall survive for a period of two years thereafter, provided with respect to Protected Information that constitutes a trade secret under applicable law, the provisions of this Section 8.3 shall be effective during the term of this Agreement and shall survive for the longer of (i) two years after the termination of this Agreement, or (ii) for so long as such information continues to qualify as a trade secret under applicable law, excluding failure to so qualify as a result of breach of this Agreement. Notwithstanding anything contained to the contrary herein, the parties further agree that all cardholder data shall be protected in accordance with applicable law and the Rules.

**8.4 Entire Agreement; Modification, Waiver.** This Agreement and any accompanying schedules constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations, whether oral or written between them with respect to the subject matter hereof. Except as otherwise set forth herein, this Agreement may not be amended or modified, except by an instrument in writing executed by all parties. No waiver by any party of any provision of this Agreement will be valid unless the same will be in writing and signed by the party making such waiver. No waiver of a provision of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion.

**8.5 U.S. Patriot Act Customer Identification Notice, Regulatory Requirements, Credit Reports.** In order to assist the U.S. government in its efforts to fight terrorism and money laundering activities, federal law requires Worldpay and the Bank to obtain, verify, and record information that identifies persons and entities establishing a business relationship with Worldpay or the Bank through the purchase of products or services. The information required varies based on whether you are a publicly or privately owned business. When establishing a business relationship, Worldpay and the Bank shall ask for identification and verification information, which may include, without limitation, the legal name of the entity, identification of the primary principal contact of the business (if required by law), physical address of the entity or principal, date of formation (for business entities), date of birth (for individuals), and other information that allows Worldpay and the Bank to identify you and your principals. You agree to provide all information requested by Worldpay and the Bank that is required in order for Worldpay and the Bank to comply with applicable law. In addition and in connection with such regulatory requirements, you shall provide prior written notice to the Bank and Worldpay of any change in the ownership or composition if as a result of such change, an individual or entity who does not own 20% or more of the beneficial equitable ownership as of the date hereof becomes the owner of 20% or more of the beneficial equitable interest hereafter. You acknowledge that Worldpay and the Bank may require that a consumer report of certain officers, partners, or owners be provided from a consumer and/or credit reporting agency at the inception of this Agreement and from time to time thereafter.

**8.6 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

(Name of Entity) Jasper County, Iowa

Attest: \_\_\_\_\_  
Jenna Jennings, Auditor

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

Name: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

Agreed and Accepted by:

**Worldpay US, Inc. for itself and on behalf of  
Citizens Bank, N.A.**

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

Name: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

**FUNDING SCHEDULE**

In order to receive funds from Worldpay you must designate a bank account (the "Deposit/Chargeback Account") at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. You authorize Worldpay to initiate electronic credit and debit entries and adjustments to the Deposit/Chargeback Account in accordance with this Funding Schedule. You agree that you will not close or restrict Bank or Worldpay's access to the Deposit/Chargeback Account. We will not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Payment Networks or the bank.

The funds payable to the Deposit/Chargeback Account shall be equal to the amounts received by us from the Payment Networks in respect of your Card transactions less all Chargebacks, customer refunds and other applicable charges. Such amounts will be paid into the Deposit/Chargeback Account as soon as practicable following our receipt of the funds from the applicable Payment Network. If the funds payable to the Deposit/Chargeback Account do not represent sufficient credits, or the Deposit/Chargeback Account does not have a sufficient balance to pay amounts due from you under this funding schedule, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Deposit/Chargeback Account for the amount of the negative balance; (iii) withhold settlement payments to the Deposit/Chargeback Account until all amounts are paid; (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

Unless and until we receive written instructions from you to the contrary, all amounts payable by Worldpay to you will be deposited in the Deposit/Chargeback Account designated and authorized by you as set forth below:

Name of Bank: \_\_\_\_\_  
ABA No.: \_\_\_\_\_  
Account No.: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Reference: \_\_\_\_\_



# Service Agreement

This agreement is entered into between T TECH, LLC. (Hereinafter called T TECH) and \_\_\_\_\_ (hereinafter called Merchant). Merchant acknowledges that it has read and understands the Terms and Conditions of this agreement, including the provisions contained on the back page hereof, and the information completed below is accurate.

<b>Merchant's Legal Name:</b>	<b>Date:</b>
<b>Merchant's "Doing Business As" Name:</b>	<b>Fed Tax ID # or SSN:</b>
Store Number (if any)	<b>Type of Business</b> <span style="float: right;">SIC Code</span>
<b>Street Address:</b>	<b>Phone Number:</b>
<b>City, State, Zip:</b>	<b>Fax Number</b>
<b>Contact Name:</b>	<b>E-Mail Address:</b>
<b>Contact Title:</b>	

<b>Automated Clearing House (ACH)</b>	
<b>ACH Service Type:</b> ARC: WEB: TEL: POP: BOC: PPD: CCD:	
MID: Note - Additional MID's required for multiple service type's	
<b>Administrative Set-Up Fee</b> <b>PASS THROUGH</b>	VPS
<b>Monthly Minimum Fee</b>	VPS
<b>ACH Transaction Fee</b>	VPS
<b>ACH Discount Rate</b>	
<b>ACH Chargeback Fee</b>	VPS
<b>ACH Representments</b> – Returns due to insufficient funds are re-deposited twice	Yes / <b>No</b>
<b>ACH Representments Fee</b>	

**AUTHORIZATION FOR PRE-ARRANGED PAYMENT (ACH): Please attach "voided check" or deposit ticket**

Merchant hereby authorizes T TECH, LLC. or its designated agent to initiate ACH debit and / or deposit entries for the one-time, monthly, per transaction, chargeback and adjustment entries, and percentage fees described above, as well as applicable tax, to be automatically deducted from the Merchant's GL account indicated below at the depository named below (hereinafter called DEPOSITORY)

Depository Bank \_\_\_\_\_

Transit / ABA Number \_\_\_\_\_

Account # \_\_\_\_\_



This authority is to remain in full force and effect until T TECH and DEPOSITORY have received written notification from merchant of its termination in such time and in such manner as to afford T TECH and DEPOSITORY an opportunity to act on it. If Merchant refuses or fails to honor a valid ACH transaction initiated by T TECH, T TECH shall have the right to charge Merchant with T TECH's usual administrative fee and Merchant agrees to pay such fee upon demand by T TECH. Merchant has the right to stop payment of a debit entry and to have an erroneous debit credited to its account in accordance with the NACHA Rules.

By authorizing this agreement, you acknowledge you accept the Terms and Conditions of Service:

T Tech LLC

(Merchant) Jasper County, Iowa

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

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

Print: Scott Haskins

Print: \_\_\_\_\_

Title: President

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

(Merchant) Attest:

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

Print: \_\_\_\_\_

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

## Terms and Conditions

**SERVICES:** T TECH agrees to provide the services selected by Merchant on the front side hereof. All such services shall be provided by T TECH in accordance with laws applicable to the services and subject to the terms and conditions of this Agreement.

**AUTHORIZATION REQUIREMENTS FOR ACH ITEMS:** Merchants originating entries being submitted into the ACH Network for electronic settlement, must follow and adhere to the terms and conditions of this Agreement. Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). Merchant shall strictly comply with all guidelines and rules established by T TECH regarding the quality of data submitted to T TECH, input schedules and deadlines and all other matters pertinent to the processing and delivery of ACH entry data.

Checks that may not be converted into ACH entries:

- Corporate or Business checks (except for WEB)
- Third-party checks,
- Credit card checks (equity line / line of credit checks),
- Obligations of a financial institution (e.g. cashier's checks, money orders, etc),
- Checks drawn on the Treasury of the United States, A Federal Reserve Bank, or a Federal Home Loan Bank,
- Checks drawn on a state or local government, or
- Checks payable in a medium other than United States currency.

### WEB SALES PROCEDURES:

**WEB ENTRY:** A WEB entry is defined as an ACH debit entry to a Consumer Account (personal DDA number) initiated by the consumer to a Merchant-Business, via the Internet, for goods or services provided by said merchant.

**AUTHORIZATION REQUIREMENTS FOR ACH ITEMS:** Merchants originating WEB entries being submitted into the ACH Network for electronic settlement, must obtain the consumer's authorization prior to initiating a debit entry under this application. Although the NACHA Operating Rules do not prescribe specific authorization language for the WEB application, the authorization must conform to the requirements of the NACHA Operating Rules, which require that the authorization (1) be in a writing that is signed or similarly authenticated by the Consumer, (2) be readily identifiable as an ACH debit authorization, (3) clearly and conspicuously state its terms, and (4) must (for recurring payments only) provide the Consumer with a method to revoke their authorization by notifying the Merchant in the manner prescribed. The Merchant should prompt the consumer to print the authorization and retain a copy. The Merchant must be able to provide the consumer with a hard copy of the authorization if requested to do so. Only the consumer may authorize the WEB transaction, and not a Third-Party Service Provider on behalf of the consumer. The NACHA Operating Rules include the use of a digital signature or code to similarly authenticate a written authorization. This does not exclude other methods of similarly authenticating an authorization, such as passwords, biometrics, etc.

**"WEB" CHECK CONVERSION OBLIGATIONS:** Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). The Rules are incorporated herein by reference. Merchant agrees to retain, or have retained on their behalf by an outside vendor, a written authorization from each customer prior to transmitting a WEB based ACH entry to the customer's account. The authorization shall conform to the requirements of the Rules for WEB based transactions as stated above. Merchant shall retain a copy of such authorization for a period of two (2) years following the date the authorization is initiated. Merchant agrees and acknowledges that it will assist in resolving all consumer disputes in a timely manner, and will allow T Tech to refer inquiring Financial Institutions directly to Merchant, or to Merchant's supporting vendors, for information regarding the nature and conditions of each transaction initiated to the customer's account.

### TEL SALES PROCEDURES:

**TEL ENTRY:** A TEL entry is defined as a Single-Entry ACH debit entry to a Consumer Account (personal DDA number) initiated in response to a consumer's oral authorization to a Merchant-Business, captured via the telephone, for goods or services provided by said merchant.

**AUTHORIZATION REQUIREMENTS FOR ACH ITEMS:** Merchants originating TEL entries being submitted into the ACH Network for electronic settlement, must adhere to the following requirement. A TEL entry may be transmitted only in circumstances in which (1) there is an existing relationship between the Merchant and the consumer, or (2) there is not an existing relationship between the Merchant and the consumer, but the consumer has initiated the telephone call to the Merchant. A TEL entry may not be used when the Merchant has initiated the telephone call. The Merchant and the consumer are considered to have an existing relationship when either (1) there is a written agreement in place between the Merchant and the consumer for the provision of goods or services, or (2) the consumer has purchased goods or services from the Merchant within the past two years. For purposes of these "Rules", an affiliate of a Merchant that has an existing relationship is not deemed to have an existing relationship with respect to TEL items.

**TEL TRANSACTION OBLIGATIONS:** Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). The Rules are incorporated herein by reference. Merchant agrees to obtain the consumer's explicit authorization prior to initiating a debit entry to a consumer's account. Merchant need not provide the consumer with a written authorization for the consumer to sign or similarly authenticate. Instead, the Merchant may obtain the consumer's authorization for a TEL entry orally via the telephone. Merchant is obligated either to tape record the consumer's oral authorization or to provide, in advance of the Settlement Date of the entry, written notice to the consumer that confirms the oral authorization. The consumer must be provided, and must acknowledge, the following terms of the transaction:

- The date on or after which the consumer's account will be debited;
- The amount of the debit entry to the consumer's account;
- The consumer's name;
- A telephone number that is available to the consumer and answered during normal business hours for customer inquiries;
- The date of the consumer's oral authorization; and
- A statement by the consumer that the authorization obtained from the consumer will be used to originate an ACH debit entry to the consumer's account.

For an oral authorization obtained over the telephone to be in accordance with the requirements of the NACHA Rules, (1) the Merchant must state clearly during the telephone conversation that the consumer is authorizing an ACH debit entry to his account, (2) the Merchant must express the terms of the authorization in a clear manner, and (3) the consumer must unambiguously express consent. Silence is not express consent. The Merchant must retain either the original or a duplicate tape recording of the consumer's oral authorization OR a copy of the written notice confirming the consumer's oral authorization for two (2) years from the date of the authorization. Merchant must provide a copy of the consumer's authorization when requested. Such request could be by the Merchant's bank, T TECH, NACHA, the consumer's bank, or any proper Government Agency. A Merchant using a voice response unit (VRU) to capture a consumer's authorization for a TEL entry must understand that key-entry



## TRANSACTION TECHNOLOGIES

responses by the consumer to input data and to respond to questions does not qualify as an oral authorization. A VRU may be used by the consumer to key enter data and to respond to questions, provided that the actual authorization by the consumer is provided orally. A Merchant that chooses the option to provide the consumer with written notice confirming the consumer's oral authorization must disclose to the consumer during the telephone call the method by which such notice will be provided. The written notice must include, at a minimum, the six pieces of information required to be disclosed during the telephone call, as described above. Merchant understands that the term 'provide' is intended to mean that the merchant has utilized a medium such as US mail, fax, or other mail delivery, to send the written notice to the consumer. Disclosure in electronic form, including e-mail, can be used however; state and or federal laws may require consumer consent before using electronic notices/disclosures. The term "provide" does not imply receipt of such notice by the consumer. Merchant also understands that when written notice is used to confirm the authorization, the consumer must be afforded the right to contact the Merchant, using the telephone number provide, to correct any erroneous information contained within the notice. In order to minimize the risk of entry errors, Merchant agrees to use a commercially reasonable system, technology, practice, or procedure to verify, (A) that the routing numbers are valid, and (B) the identity of the consumer. Merchant agrees and acknowledges that it will assist in resolving all consumer disputes in a timely manner, and will allow T TECH to refer inquiring Financial Institutions directly to Merchant, or to Merchant's supporting vendors, for information regarding the nature and conditions of each transaction initiated to the customer's account.

### POP SALES PROCEDURES

**CHECK VERIFICATION:** Each check tendered at the point of sale will be processed through T TECH's national positive and negative database to help Merchant decide whether to accept or decline the customer's check. Merchant agrees to use the check verification service solely for legitimate Merchant business purposes at Merchant's business location(s) in connection with the presentment of customers' checks for the purchase of goods or services from Merchant. Merchant shall not permit the check verification service to be used for any other purpose or by any person or entity other than Merchant, and Merchant agrees to instruct its employees accordingly.

**POINT OF SALES PROCEDURES:** Merchant agrees that in order for check data provided at the point of sale to be accurately compared with the T TECH database, Merchant must use a properly programmed and functioning check reader. As a result of information obtained through T TECH, Merchant shall immediately advise the customer whose check was declined, via a T TECH referral card and/or copy of the printed receipt. Customer inquiries concerning the reasons for decline and requests for assistance to correct the problem shall be directed to the reporting agency that communicated the fact that the customer's check should be declined (i.e., not T TECH). This agency name and phone number will be provided on the receipt and/or terminal display screen.

**NO LIABILITY FOR LOSSES:** Merchant agrees and understands that T TECH is not guaranteeing or insuring any consumer transactions. T TECH has no liability for any losses the Merchant may incur as the result of a consumer transaction that has been authorized by the Merchant using T TECH. T TECH will not be liable to Merchant, customers or any third party for any failure, error or delay in performance. In no event will T TECH be liable for incidental, special or consequential damages incurred by Merchant or any other person or entity.

**CHECK CONVERSION OBLIGATIONS:** Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). The Rules are incorporated herein by reference. Merchant agrees to obtain a written authorization from each customer prior to transmitting a point-of-purchase entry to the customer's account. The authorization shall conform to the requirements of the Rules which require that the authorization (1) be in writing and signed or similarly authenticated by the customer using a digital signature or other code, (2) be readily identifiable as an EFT debit authorization, and (3) clearly and conspicuously state its terms. Merchant shall provide the customer with a copy of the authorization at the time the authorization is obtained and shall retain a copy of such authorization for a period of two (2) years following the date the authorization is signed. Merchant shall provide to the customer a copy of his authorization, along with a receipt containing specific information relating to the transaction. Merchant shall provide each customer with a transaction receipt at the time and place of purchase. The receipt shall contain, at a minimum, the following information regarding each debit entry to be initiated to the customer's account: (a) Merchant's name; (b) Merchant's telephone number; (c) the date of the transaction; (d) the amount of the transaction; (e) the check serial number captured from the source document; and (f) the Merchant number or other unique number that identifies the location of the transaction. If required by T TECH, Merchant agrees to also include the following additional information on the receipt provided to the customer: (a) Merchant's address; (b) Merchant's identification number; (c) the customer's financial institution routing number; (d) the account number of the customer; (e) the identification number of the customer; and (f) a transaction reference number. Merchant understands and agrees that the Rules prohibit the placement of a customer's complete account number and identification number on the receipt. Merchant shall void the check presented to Merchant by the customer in connection with each point-of-purchase transaction (i.e., the check that has been used as the source document for information relating to the transaction), and return it to the customer.

### ADDITIONAL ITEMS

**NO LIABILITY FOR LOSSES:** Merchant enrolled in T TECH's Program, as indicated on the front section of this form, agrees and understands that T TECH is not guaranteeing or insuring any consumer transactions. T TECH has no liability for any losses the Merchant may incur as the result of a consumer transaction that has been authorized by the Merchant using T TECH's service. T TECH is not guaranteeing or insuring against bad-check losses. T TECH will not be liable to Merchant, customers or any third party for any failure, error or delay in performance. In no event will T TECH be liable for incidental, special or consequential damages incurred by Merchant or any other person or entity.

**CONSUMER INQUIRY ASSISTANCE:** Merchant agrees to provide to T TECH, or other requesting Financial Institutions or Government Agencies, all supporting documents or materials (as required by merchant to keep as prior reference within this Agreement) being held in connection to consumer transactions generated under the terms of this agreement. Merchant further agrees to provide said records within 5 days of being notified by T TECH or other Institution. Merchant will supply records in the manner that will provide the fastest and clearest copy.

**TERMINATION:** Either party reserves the right to terminate this agreement with 60 days written notice to the other party. Additionally, T TECH may immediately discontinue providing check processing to Merchant in the event Merchant fails to comply with or otherwise breaches the terms of this Agreement. In the event Merchant has transaction returns that exceed 8% of their monthly volume, T TECH may, at its option, terminate this Agreement. In the event Merchant stops conducting business in the normal course, becomes insolvent, or becomes subject to proceedings under the Federal Bankruptcy Act. T TECH may, at its option, immediately terminate this Agreement. In the event Merchant provides written notice to cancel, or verbal notice to cancel T TECH services and Merchant continues to utilize T TECH services, Merchant will continue to be charged for transaction activity.

**INDEMNIFICATION:** Merchant shall indemnify and hold harmless T TECH, their agents and employees against and from all actions, suits, losses, liabilities, damages, costs, and expenses, including court costs and attorneys' fees, relating to or arising from any and all claims asserted against T TECH due to negligence or misuse by Merchant in its use of T TECH services.

**PRICING:** Merchant agrees to pay T TECH, according to the "Fee Schedule" set forth on the front side hereof and pursuant to T TECH's usual fee schedule for any other services, T TECH's fees for services performed under this Agreement. T TECH reserves the right to change the service or the service fees with 30 days written notice to



TRANSACTION TECHNOLOGIES

Merchant. Further, merchant agrees to pay T TECH for any fees, fines, or penalties that result, or could result, from violations or sanctions assessed or levied by the NACHA Organization due to merchant not following these stated rules or from any improper compliance of these rules by merchant.

REPRESENTED ITEMS: Client represents and warrants with respect to all entries we process for you that: (a) EACH Customer has authorized the debiting and/or crediting of his, her, or its account and also for the collection of any returned check or transaction check fees, (b) EACH entry is for an amount agreed to by the Customer, (c) EACH entry is in accordance with the rules and properly authorized in all other respects. Client agrees to defend, indemnify, and hold Processor and all its agents harmless for any losses, liabilities, legal action costs or expenses we incur as a result of any breach of these representations and warranties either intentionally or unintentionally by Client. Client shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the Receiver of authority.

ENTIRE AGREEMENT: This Agreement makes up the entire agreement between the parties concerning Processors ACH services. If any provision of this Agreement is deemed unenforceable, the remaining provisions shall remain enforceable. There are no third party beneficiaries of this Agreement. Client means each Client named on the T Tech, LLC. Processing Agreement and any and all other parties as the contract requires. If there is more than one Client named on the Processing Agreement each and every so named Client is bound by the signing thereof.

Expected Monthly Activity (Transactions and Amounts)

Table with 2 columns: ACH, Remote Deposit Capture. Rows include Items, Returns, and Unauthorized Returns.

Please provide copies of the following documents:

- Most recent FYE and interim financial statements (income statement, balance sheet, etc.)
Government-issued identification of beneficial owners, officers, principals, attorneys-in-fact, or other authorized signers
Documents verifying the existence of the entity (e.g., Articles of Incorporation, Partnership Agreement, Articles of Organization (Limited Liability Companies), Fictitious Business Name Statement (Sole Proprietorships)
Copy of Statement of previous ACH provider



March 3, 2023

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RE: Bid Order #102  
Construction Staking  
Hwy F-62 PCC Pavement Overlay  
Jasper County, IA

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CGA is pleased to submit our proposed Scope of Services and Associated Fee to provide Construction Surveying Services for the F-62 PCC Overlay project in Jasper County, IA.

Construction Survey Scope of Services is as follows:

1. Calibrate project to local design coordinate system.
2. Find or reset previous control points located at approximate 250' intervals alternating both sides of the roadway.
3. Perform digital level circuit through each control point using Robotic Total Station.
4. Collect cross sections of roadway at 50' intervals for use in alignment and profile design.
5. Design new alignment and profile for approval by the County Engineer's Office.
6. Create 3D surface model in XML or TTM format and CADD Model in .dwg format for use by paving contractor.
7. Section Corner and Property Corner Restoration for all points that will be affected by the project..

Field work shall begin within 5 business days of receipt of signed Notice to Proceed.

Preliminary Alignment and Profile design shall be submitted to the Jasper County Engineer's Office by April 14<sup>th</sup>, 2023.

The Lump Sum Fee for this Scope of Work is \$ 24,900.00.



Thank you for the opportunity to provide this proposal to you. If you are in agreement with the scope and costs as presented, please authorize the execution of this Proposal as indicated below. Please retain one copy for your files and return the other to this office as our "Notice to Proceed."

Sincerely,  
CLAPSADDLE-GARBER ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Travis R. Stewart".

**Travis R. Stewart, P.L.S.**  
**Vice President**

Authorized By:

---

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

Signature

---

Title

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

Attest: Jenna Jennings, Auditor



## STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

NOW ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023, Snyder & Associates, Inc., 2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and Jasper County Engineering Office, 910 North 11th Avenue East, Newton, Iowa 50208 (hereinafter, Client) do hereby agree as follows:

- PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: W 129th Street S and S 96th Avenue W Construction Cost Estimating
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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 C Project Location**

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

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

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

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

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

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

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

Attest: \_\_\_\_\_  
 Jenna Jennings, Auditor

Route executed copy to:

## **EXHIBIT "A"**

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

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

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

It is understood that this project includes cost estimating and performing a life cycle cost analysis (LCCA) for two pavement section alternates along W 129<sup>th</sup> Street South and S 96<sup>th</sup> Avenue West within Neal Smith Wildlife Refuge in Jasper County. Also included is the preparation of the Concept Statement for COUNTY review and submittal to Iowa DOT. It is understood that this agreement is only through the Concept Statement and does not include design or plan preparation services. It is understood that the ENGINEER shall not commence work until the Professional Services Agreement has been approved and signed by the COUNTY.

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

A. ENGINEER will perform a site visit to review the current conditions of the roadways. ENGINEER will review roadway conditions, observed frost boils, roadside ditch depths and slopes, overall corridor drainage, grading, and other pertinent information needed to perform the services.

B. ENGINEER will perform quantity calculations and prepare a concept-level opinion of probable construction cost for two pavement section alternates.

C. ENGINEER will perform quantity calculations and prepare a comparison of probable construction costs between 2021 and 2022 pricing for an HMA pavement section.

D. ENGINEER will perform LCCA for the two pavement section alternates and provide the COUNTY with a technical memorandum to summarize the findings.

E. ENGINEER will prepare an exhibit showing the overall project limits to use in future correspondence for the project and submittal of the Concept Statement.

F. Engineer will prepare a Concept Statement on the preferred pavement section alternate in conformance with Iowa DOT IM 3.020.

#### **G. CHANGES IN SCOPE OF SERVICES**

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

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

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

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

1. Subsurface utility engineering (SUE)
2. CITY or Iowa DOT requested significant PROJECT revisions
3. Structural design
4. Topographic and boundary survey
5. Preliminary and Final engineering design and plan preparation services
6. Construction engineering services including administration, observation, and field and material testing
7. Right of way and easement platting, acquisition, or negotiation services
8. Geotechnical investigation or reporting
9. Special onsite trips for property owner meetings
10. Additional meetings beyond the scope provided herein
11. Traffic studies
12. Environmental investigations and reporting, such as; hazardous material, cultural resources, historic architectural study, sensitive habitat, endangered species, noise studies, wetland delineation and mitigation, historic structures, flood plain or Section 404 permits.

#### **IV. RESPONSIBILITY OF THE COUNTY**

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

##### **A. PROJECT OFFICER**

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

**B. PROMPT RESPONSE**

To prevent an unreasonable delay in the ENGINEER'S work, the COUNTY will examine all reports, drawings, specifications, and other documents and will provide authorizations in writing to the ENGINEER to proceed with work within a reasonable time period.

**C. PROJECT REQUIREMENTS**

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

**V. WORK SCHEDULE**

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

Notice to Proceed received from COUNTY	March 28, 2023
Site Visit	April 4, 2023
LCCA and Project Estimates	April 20, 2023
Concept Statement	May 16, 2023

**VI. COMPENSATION AND TERMS OF PAYMENT**

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

**A. BASIC SERVICES**

The ENGINEER will perform the tasks as outlined in the Scope of Services on a lump sum basis.

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

<b>W 129th Street S and S 96th Avenue W Construction Cost Estimating</b>		
<b>Task</b>	<b>Description</b>	<b>Fee</b>
1	Cost Estimating, LCCA, and Concept Statement	\$ 3,500
Lump Sum Total		\$ 3,500

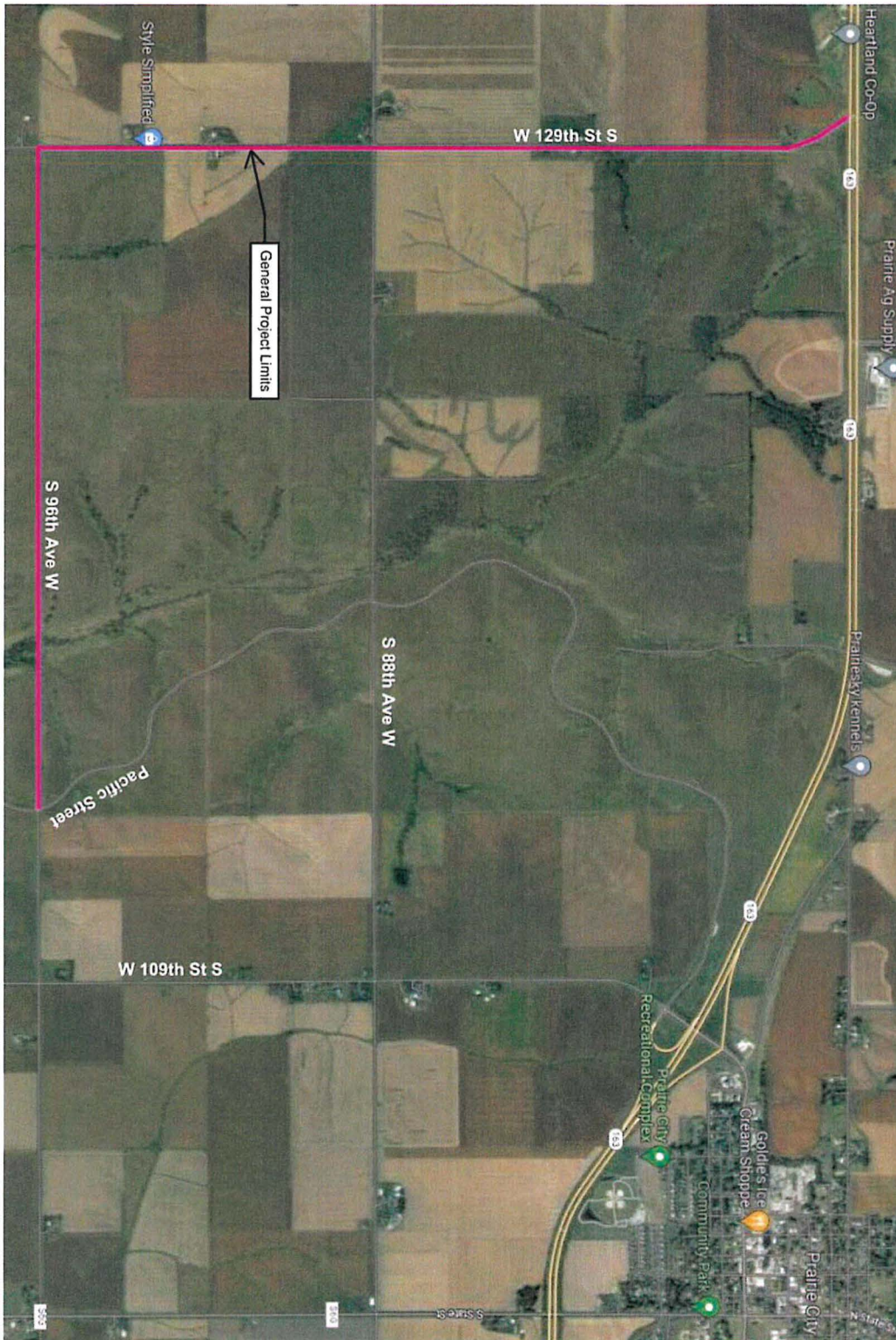
**VII. METHOD OF PAYMENT**

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

**EXHIBIT "B"****STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate
<b>PROFESSIONAL</b>	
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer	
Principal II	\$245.00/hour
Principal I	\$230.00/hour
Senior	\$210.00/hour
VIII	\$192.00/hour
VII	\$182.00/hour
VI	\$173.00/hour
V	\$161.00/hour
IV	\$149.00/hour
III	\$137.00/hour
II	\$123.00/hour
I	\$109.00/hour
<b>TECHNICAL</b>	
CADD, Survey, Construction Observation	
Lead	\$146.00/hour
Senior	\$140.00/hour
VIII	\$130.00/hour
VII	\$120.00/hour
VI	\$108.00/hour
V	\$98.00/hour
IV	\$88.00/hour
III	\$80.00/hour
II	\$73.00/hour
I	\$64.00/hour
<b>ADMINISTRATIVE</b>	
II	\$75.00/hour
I	\$61.00/hour
<b>REIMBURSABLES</b>	
Mileage	current IRS standard rate
Outside Services	As Invoiced

### EXHIBIT "C" Project Location Map



March 14, 2023

CANVASS of the GRINNELL-NEWBURG AND PRAIRIE CITY/MONROE SPECIAL ELECTION

Held March 7, 2023, for the Adoption of the Physical Plant and Equipment Levy (PPEL)

Tuesday, March 14, 2023, the Jasper County Board of Supervisors Talsma, Cupples, and Stevenson along with Auditor Jennings and Deputy Auditor Mulgrew canvassed the Prairie City/Monroe and Grinnell-Newburg Special School Election. The results of the canvass confirmed the results from election night:

Grinnell-Newburg Public Measure A: YES 31, NO 90

PCM Monroe Public Measure B: YES 157, NO 37, Under Votes 6

Public Measure C: YES 161, NO 38, Under Votes 1

PCM Prairie City Public Measure B: YES 115, NO 19, Under Votes 1

Public Measure C: YES 113, NO 22

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Jenna Jennings, Auditor

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Brandon Talsma, Chairman

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Denny Stevenson, Supervisor

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Doug Cupples, Supervisor

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Tina Mulgrew, Deputy Auditor

Tuesday, March 14, 2023, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Stevenson, Talsma, and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Stevenson, seconded by Cupples to set Public Hearing dates for a Control Burn Ordinance on March 28, April 4, and April 11, 2023, at 9:30 a.m. in the Supervisor's Room of the Jasper County Courthouse.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to set Public Hearing dates to remove Ordinance #65, an Ordinance to Regulate the Operation of All-Terrain and Off-Road Utility Vehicles in Jasper County on the dates of March 28, April 4, and April 11, 2023, at 9:30 a.m. in the Supervisor's Room of the Jasper County Courthouse.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to approve the Central Iowa Housing Trust Fund Grant Agreement.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to accept an Agreement with Clapsaddle-Garber Associates, Inc for Construction Surveying Services for the F-62 PCC Overlay Project in the amount of \$24,900.00

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to approve the purchase of paint for pavement marking through the Iowa DOT Contract #7697 with Diamond Vogel in the amount of \$120,379.70.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to accept the Supplemental Agreement with Snyder & Associates for Hwy F-48 W in the amount of \$9,600.00

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to approve claims paid through 3/14/23.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to approve Board of Supervisor's minutes for March 7, 2023.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to re-appoint Rickie Bickle, Randall Rusk, and Kelley Zuidema to the Cemetery Commission.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to appoint Steve Zuidema to the Cemetery Commission.

YEA: STEVENSON, TALSMA, CUPPLES



Motion by Cupples, seconded by Stevenson to remove John Jennings from the Cemetery Commission.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to open a Public Hearing for Brent Vandewall with Firm Foundation Inc. requesting a rezone for Parcel #13.23.102.001, from Agricultural to Rural Residential RR1.

YEA: STEVENSON, TALSMA, CUPPLES

Neighbors of the surrounding property spoke out on why they felt it should not be rezoned. The current property owner and builder of the 6 new homes potentially being built spoke as to why they felt it should be rezoned.

Motion by Stevenson, seconded by Cupples to close the Public Hearing for Brent Vandewall with Firm Foundation Inc. requesting a rezone for Parcel #13.23.102.001, from Agricultural to Rural Residential RR1.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to recess the Jasper County Board of Supervisors meeting until 11:00 a.m.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to come out of recess and start final budget hearings.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to adjourn the Tuesday, March 14, 2023 meeting of the Jasper County Board of Supervisors.

YEA: STEVENSON, TALSMA, CUPPLES

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Jenna Jennings, Auditor

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Brandon Talsma, Chairman