

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

June 6, 2023

9:30 a.m.

www.jasperia.org

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

Meeting ID: 812 374 4948

Dial In: +1-646-931-3860

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

Pledge of Allegiance



- Item 1** Treasurer – Doug Bishop
 - a) Cancelled checks FY July 2021 to June 2022
- Item 2** Community Development
 - a) Resolution Approving Bowen Acres Subdivision
- Item 3** Engineer
 - a) Memorandum of Understanding with Sully, Iowa regarding the Stabilization of a Portion of 1st Avenue in Sully
 - b) 2024 Rock Creek Maintenance Agreement with the Iowa DOT
 - c) Resolution to Reclassify E 150th St S from S 12th Ave E North to End as Level C
 - d) Professional Services Agreement with Snyder & Associates W 129th Street South and S 96th Avenue West Surface Improvements
- Item 4** Newton Main Street – Use of Courthouse lawn
- Item 5** Jasper County Opioid Settlement Committee
 - a) Clearview Recovery
 - b) Discover Hope 517
 - c) Colfax Public Library
 - d) House of Mercy
 - e) Lynnvilleville-Sully & PCM Schools, DARE
- Item 6** Approval of Claims paid through June 6, 2023
- Item 7** Approval of Board of Supervisors Minutes for May 23, 2023

PUBLIC INPUT & COMMENTS

Closed Session requested by Ryan Eaton in Accordance with Iowa Code Section 21.5(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

Transaction #	Date	Amount	Type	Description
18842	07/06/2021	-21.00	Check	
18914	08/06/2021	-16.00	Check	
19049	10/21/2021	-13.00	Check	
19053	10/25/2021	-10.00	Check	
19099	12/15/2021	-10.00	Check	
19102	12/20/2021	-247.00	Check	
19250	04/29/2022	-32.00	Check	

Grand Total	-349.00
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Jasper County Treasurer

RESOLUTION NO. _____

RESOLUTION APPROVING BOWEN ACRES 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 BOWEN ACRES SUBDIVISION and certified by Jason S. Lowry PLS with Lowry Land Services, LLC.

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

DESCRIPTION - BOWEN ACRES SUBDIVISION

That part of Lot 1 in the Northwest Quarter of the Northwest Quarter of Section 23, Township 79 North, Range 19 West of the Fifth Principal Meridian, Jasper County, Iowa, as recorded in a Warranty Deed in Book 2023, Page 0661, in the Jasper County, Iowa, Recorder's Office and described as follows:

"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 (NW1 / 4) of the Northwest Quarter (NW1 / 4) of said Section 23 lying North and East of the road; all in Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, EXCEPT a parcel of land located in the NW1 / 4 NW1 / 4 Sec. 23, T. 79 N., R. 19 W. of the 5th 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 73.2 ft., thence North 34'58" West 174.2 ft., thence northerly 360.9 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 the point of beginning, containing 0.25 acres more or less exclusive of the present established roads. Note: the W. line of the SW1 / 4 Sec. 14-79-19 is assumed to bear due north."

Said tract contains 13.14 acres and is subject to a Jasper County Highway easement over the north and westerly 2.33 acres thereof.

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

NOW THEREFORE it be resolved that the plat designated BOWEN ACRES 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 _____, 2023

Auditor

Chairman

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 _____, 2023 whereby said board accepted and approved the plat of BOWEN ACRES SUBDIVISION.

IN WITNESS WHEREOF, I hereto affix my hand and the seal of Jasper County, Iowa, this _____ day of _____, 2023.

Notary

JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division
315 W 3rd St N – Suite 150 Newton, IA 50208 ph.: 641-792-3084

SD-2023-001

A subdivision request has been made to Jasper County Community Development for the Bowen Acres Subdivision located the following parcel: 1323102001

Signed *[Signature]*

Date 5-16-2023

Jasper County Zoning Commission recommends that this variance request be/not be granted.

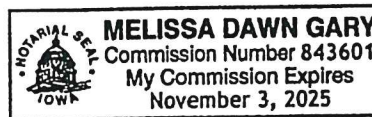
3 Aye Nay

[Signature]
Chairperson Jasper County Zoning Commission

State of Iowa, Jasper County

On this 31 day of May, before me Melissa Gary, a Notary Public in and for the State of Iowa, appeared Ross Baxter to me personally known to be the chairperson of Jasper County Board of Adjustment and that said Variance Request was signed by him/her on behalf of said Jasper County Board of Adjustment. Witness my hand and Notary Seal the day and year above written.

[Signature]
Notary in and for the State of Iowa



INDEX LEGEND

COUNTY: JASPER
SECTION: 23, T-79N, R-19W, NW 1/4 of the NW 1/4

SURVEY FOR & OWNERS/SUB DIVIDERS:
Firm Foundations, Inc., Prairie City, IA

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

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

BOWEN ACRES SUBDIVISION
LOT 1 in the NW 1/4 of the NW 1/4,
SEC. 23, T-79N, R-19W, JASPER COUNTY, IOWA
(SEE PAGE 2 FOR GRAPHICAL REPRESENTATION OF THIS PLAT OF SURVEY)

DESCRIPTION - BOWEN ACRES SUBDIVISION

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Said tract contains 13.14 acres and is subject to a Jasper County Highway easement over the north and westerly 2.33 acres thereof.

SURVEYOR'S NOTE

The latter part of the above description "excepts" that portion of Jasper County Highway along Highway S-74 S. from the described tract. Research found in the Jasper County Engineer's Office, Project No. SN-730, indicates that said portion of Jasper County Highway along Highway S-74 S. was acquired by easement and was therefore shown as easement for the purposes of this survey.

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

MONUMENTS

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



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

My license renewal date is 12/31/2023

Pages covered by this seal: 1 - 2

PRELIMINARY PLAT FOR REVIEW

Jason S. Lowry Iowa Lic. No. 22291 Date

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

PROJ. NO. 0523 DATE OF SURVEY: 04/26/23 PAGE 1

BOWEN ACRES SUBDIVISION
 LOT 1 in the NW 1/4 of the NW 1/4,
 SEC. 23, T-79N, R-19W, JASPER COUNTY, IOWA



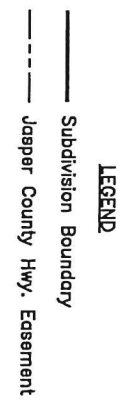
SEC. COR. TO SEC. COR. = N 89° 55' 57" W - 1344.17(M)
 N 89° 31' 40" W - 1344.21(R)
 S. 52ND AVE. E.

NE COR.
 of the NW 1/4
 of the NW 1/4,
 SEC. 23.
 Found 6" x 8"
 brown granite
 stone.

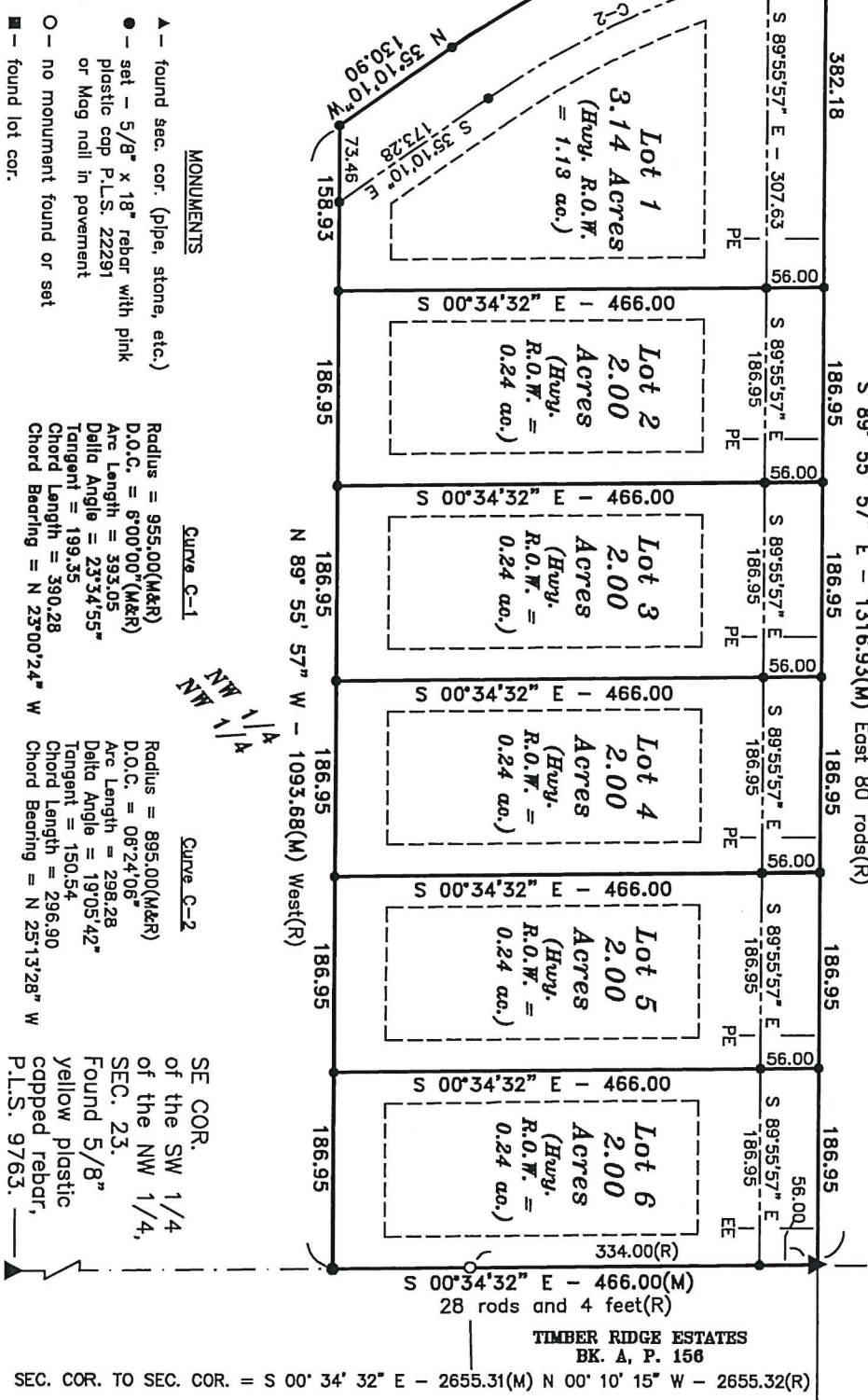
NW COR.,
 SEC. 23.
 Found gin
 spike in
 asphalt
 pavement.

OWNER / SUB DIVIDER
 Firm Foundations, Inc.
 6995 W. 84th St. S.
 Prairie City, Iowa 50228

LAND SURVEYOR
 Jason S. Lowry, P.L.S.
 Lowry Land Services, L.L.C.
 752 Diamond Trail Rd.
 Searsboro, Iowa 50242



- MONUMENTS**
- ▲ - found sec. cor. (pipe, stone, etc.)
 - - set - 5/8" x 18" rebar with pink plastic cap P.L.S. 22291 or Mag nail in pavement
 - - no monument found or set
 - - found lot cor.
- EE** - Existing Entrance
PE - Proposed Entrance
 Measured Distance/Bearing - (M)
 Recorded Distance/Bearing - (R)
 Zoned: Rural Residential (RR1)



**APPROVAL OF SUBDIVISION PLAT NAME
BY JASPER COUNTY AUDITOR**

Date: 6/1/2023

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

BOWEN ACRES

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 Lynna K. Tuttle
Real Estate Clerk- Jasper County, Iowa

Signed Jerry Jerry
Auditor of Jasper County, Iowa



**MEMORANDUM OF UNDERSTANDING BETWEEN
JASPER COUNTY, IOWA
AND
SULLY, IOWA**

1. Parties and Purpose:

This Memorandum of Understanding (MOU) is between Jasper County, Iowa (hereinafter referred to as Jasper) and Sully, Iowa (hereinafter referred to as Sully).

Said agreement involves an approximately 640 foot section of roadway known as 1st Avenue within the corporate limits of Sully, continuing south as E 120th St S outside those corporate limits in Jasper. This section of roadway is granular surfaced. Section ends at the north with a transition to a paved surface.

Furthermore, Jasper is currently in the process of stabilizing E 120th St S up to the Sully corporate limits. Sully was approached about stabilizing their granular surfaced section of 1st Avenue and participating in the costs to complete the work. Sully agreed to participate and to compensate Jasper accordingly for materials to complete the work. Jasper will not charge for labor and equipment costs per this agreement.

2. Term of MOU:

This MOU is effective upon the date last signed and executed by the duly appointed representatives of the parties to this MOU. This MOU shall remain in full force and effect until all work is completed on the section of roadway specified above.

3. General Provisions:

3.1. Itemized Payment Schedule:

<u>Item:</u>	<u>Total Cost</u>	<u>Jasper Share:</u>	<u>Sully Share:</u>
Chemical Stabilization for 640 feet of Existing Granular Surface Road	\$8,700	\$2,700	\$6,000

3.2. Payment:

Full payment by Sully to Jasper shall occur before the end of the fiscal year 2024 (June 30, 2024). Final payment shall be based upon the completed construction costs.

3.3. Applicable Law:

The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Iowa. The Courts of the State of Iowa shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Jasper County, Iowa.

3.4. Entirety of Agreement:

This MOU represents the entire and integrated agreement between the parties and hereby supersedes all prior negotiations, representations, and agreements, whether written or oral.

4. Signatures:

By the signatures below, this MOU is in effect beginning on the 6th day of June 2023.

JASPER COUNTY, IOWA

SULLY, IOWA

Brandon Talsma, Chairperson
Jasper County Board of Supervisors

Brent Vander Molen, Mayor

Jenna Jennings
Jasper County Auditor

Barbra Maasdam, City Clerk



May 24, 2023

Michael Frietsch, P.E.
Jasper County Engineer
910 North 11th Avenue East
Newton, IA 50208-1866

Subject: Fiscal Year 2024 Roadway Maintenance Agreement with Jasper County Board of Supervisors for Roads within Rock Creek State Park

Dear Michael,

Enclosed is a copy of the proposed Fiscal Year 2024 Roadway Maintenance Agreement for routine maintenance on institutional roads within Rock Creek State Park.

This agreement will be effective for the period beginning 7/1/2023 and ending 6/30/2024.

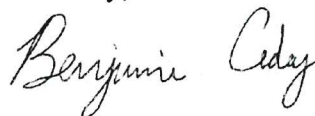
The terms of the agreement are the same as last year.

If you accept the proposed agreement, please sign and return a scanned copy by *email* or an original copy by *mail*. A scanned copy will be emailed for your records, and a paper copy can be mailed upon request.

Compensation for the prior fiscal year Roadway Maintenance Agreement will be processed at the end of June.

If you have any questions, please contact me at 515-239-1194 or benjamin.adey@iowadot.us.

Sincerely,



Benjamin Adey
District 1 Staff Engineer - South Area

Enclosure

cc: Allison Smyth, IA DOT District 1
Bob Ellis, IA DOT District 1
Cheryl Parrish, IA DOT District 1
Tony Gustafson, IA DOT District 1

written notice be given either Party at least thirty days prior to such review, adjustment, or termination. The payment will be prorated for the portion of the year that the Department of Human Services maintains the roadway.

B. Payment for routine maintenance at the rate of \$ 2,000.00 per lane mile per year.

Total lane miles 2.14 at \$ 2,000.00 per lane mile = \$ 4,280.00

C. Payment for special maintenance shall be made as follows:

4. AGREEMENT TIME PERIOD

Beginning Date: 7/1/2023

Ending Date: 6/30/2024

- 5. Party of the First Part agrees to indemnify and save harmless the Party of the Second Part, the State of Iowa, and its agents or employees from any and all causes of action, suits, at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature (including reasonable attorney fees), arising out of or in connection with the execution, performance, or attempted performance of this Agreement and work provided herein.
- 6. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
- 7. Party of the First Part will follow all federal and state laws and regulations with regard to worker safety and the handling and disposal of hazardous waste and/or substances in performing any maintenance task.
- 8. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum or amendment to this Agreement.

RECOMMENDED FOR APPROVAL:

Jasper County Board of Supervisors
(AGENCY) (COUNTY) (CITY) (BOARD)

BY _____ (DATE)

TITLE _____

ATTEST: _____ Jenna Jennings, Auditor
IOWA DEPARTMENT OF TRANSPORTATION (DATE)

BY _____ (DATE)
District Engineer

LEVEL “C” ROADWAY DESIGNATION RESOLUTION

Number _____

WHEREAS, Jasper County desires to classify a certain stretch of roadway on the area service system to provide for a minimal level of maintenance and access by means of a gate or barrier; and

WHEREAS, the County, after consultation with the County Engineer, has the authority to specify certain roads within the County as Area Service “C” roads pursuant to Iowa Code Section 309.57 (2020-) see attached reference Document 1 of 1; and

WHEREAS, Jasper County has received the attached request from the landowners, for a portion of East 150th Street South located in the Southwest Quarter of Section 36, Township 79 North, Range 17 West of the Fifth P.M., Jasper County, Iowa, described as follows: **Beginning at the north right-of-way line of South 12th Avenue East; thence north 0.5 miles to end.**

become designated as Level “C” with gates installed.

1. **Blading.** Blading or dragging will not be performed on a regular basis.
2. **Snow and Ice Removal.** Snow and Ice removal will not be performed on a regular basis. Sanding and salting will not be performed on a regular basis.
3. **Bridges.** Bridges on Area Service “C” Roads may not be maintained to carry legal loads but will be posted as appropriate to advise of any load limitations.
4. **Weed, Brush, and Trees.** Mowing or spraying weeds, cutting brush and tree removal will not be performed on a regular basis. Adequate sight distances will not be maintained as on a regular road.
5. **Structures.** Bridges and Culverts may not be maintained on a regular basis to carry legal loads. Upon failure or loss, the replacement structures will be for traffic thereon.
6. **Road Surfacing.** There will be no surfacing materials applied to Area “C” Service roads.
7. **Shoulders.** Shoulders will not be maintained.
8. **Crown.** A crown will not be maintained.
9. **Repairs.** There will be no repairs on a regular basis.
10. **Uniform Width.** Uniform width for the traveled portion of the road will not be maintained.
11. **Inspections.** Regular inspections will not be conducted.
12. **Gate.** The gate shall be purchased and installed by the County and maintained by the County.

WHEREAS, the only persons who will have access rights to the road shall be:

- (1) The owner, lessee, or person in lawful possession of any adjoining land.
- (2) The agent or employee of the owner, lessee, or person in lawful possession of any adjoining land.
- (3) Any peace officers.
- (4) Any magistrate.
- (5) Any public employee whose duty it is to supervise the use or perform maintenance of the road.
- (6) Any agent or employee of any utility located upon the road.

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JASPER COUNTY that this County does hereby establish the road described as an Area Service "C" road, with restricted access and a minimal level of maintenance.

Enacted this _____ day of _____

Chairperson, Board of Supervisors

Board Member,

Board Member,

Attest: _____
Auditor, Jenna Jennings

Reference 1

309.57 Area service classification.

1. The county board of supervisors, after consultation with the county engineer, and for purposes of specifying levels of maintenance effort and access, may classify the area service system into three classifications termed area service "A", area service "B", and area service "C". The area service "A" classification shall be maintained in conformance with applicable statutes. Area service "B" classification roads may have a lesser level of maintenance as specified by the county board of supervisors, after consultation with the county engineer. Area service "C" classification roads may have restricted access and a minimal level of maintenance as specified by the county board of supervisors after consultation with the county engineer.
2. Roads within area service "B" and "C" classifications shall have appropriate signs, conforming to the Iowa state sign manual, installed and maintained by the county at all access points to roads on this system from other public roads, to adequately warn the public they are entering a section of road which has a lesser level of maintenance effort than other public roads. In addition, area service "C" classification roads shall adequately warn the public that access is limited.
3. Roads may only be classified as area service "C" by ordinance or resolution. The ordinance or resolution shall specify the level of maintenance effort and the persons who will have access rights to the road. The county shall only allow access to the road to the owner, lessee, or person in lawful possession of any adjoining land, or the agent or employee of the owner, lessee, or person in lawful possession, or to any peace officer, magistrate, or public employee whose duty it is to supervise the use or perform maintenance of the road. Access to the road shall be restricted by means of a gate or other barrier.
4. Notwithstanding section 716.7, subsection 2, paragraph "b", subparagraph (2), entering or remaining upon an area service "C" classification road without justification after being notified or requested to abstain from entering or to remove or vacate the road by any person lawfully allowed access shall be a trespass as defined in section 716.7.
5. A road with an area service "C" classification shall retain the classification until such time as a petition for reclassification is submitted to the board of supervisors. The petition shall be signed by one or more adjoining landowners. The board of supervisors shall approve or deny the request for reclassification within sixty days of receipt of the petition.
6. The county and officers, agents, and employees of the county are not liable for injury to any person or for damage to any vehicle or equipment, or contents of any vehicle or equipment, which occurs proximately as a result of the maintenance of a road which is classified as area service "B" or "C" if the road has been maintained to the level required for roads classified as area service "B" or "C".

[S81, §309.57; 81 Acts, ch 100, §1]

96 Acts, ch 1103, §1; 2002 Acts, ch 1063, §10; 2003 Acts, ch 144, §5; 2013 Acts, ch 90, §242

Referred to in §314.30



JASPER COUNTY ENGINEER'S OFFICE

910 N 11TH Ave E Newton, IOWA 50208

Request to Change Road Designation from Level B to Level C**

Street: E 150th St S

Between: S 12th Ave E &: North End of Road

Township: 79N Range 17W Section: 36 Qtr Section SW QtrQtr Section _____

ADJOINING LANDOWNERS

➤ Printed Name: Robert C. Bahrenfuse Address: 15365 S 12th Ave E
Grinnell, IA

✓ Signature: Robert C. Bahrenfuse Date: May 24/2023

➤ Printed Name: Steven Plate Address: 14894 S 12th Ave E
Grinnell, IA

✓ Signature: [Signature] Date: 5-24-23

➤ Printed Name: Plate Farms LLC Address: 14894 S 12th Ave E
Grinnell, IA

✓ Signature: [Signature] Date: 5-24-23
Man Man

➤ Printed Name: _____ Address: _____

✓ Signature: _____ Date: _____

➤ Printed Name: _____ Address: _____

✓ Signature: _____ Date: _____

**Request is for determining interest in changing the road designation from level B to level C. Request does not represent a final decision nor does it supplant the need for board action.



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:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: W 129th Street South and S 96th Avenue West – Surface Improvements
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

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

Exhibit A Scope of Services

Exhibit B Standard Fee Schedule


Exhibit C Project Location

Exhibit

_____(Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

By:  _____
(Authorized agent)

Digitally signed by Mark A. Land, P.E., CFM
Date: 2023.06.02 08:40:28 -05'00'

(Printed or typed signature)

Mark A. Land, P.E., CFM

(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 road surface improvements for W 129th Street South and S 96th Avenue West within Neal Smith Wildlife Refuge in Jasper County. It is understood that this agreement includes professional design services for the submittal of preliminary plans, check plans, and final plans through the Iowa DOT Contracts Bureau. It is understood that the COUNTY will provide the topographic survey and existing terrain surface for this project. 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. PROJECT ADMINISTRATION AND MANAGEMENT

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

1. ENGINEER will provide monthly progress reporting and billing statements for COUNTY review and approval.
2. ENGINEER will attend up to two (2) meetings with COUNTY staff to review project progress, coordinate work, field questions, and resolve issues. The ENGINEER will prepare meeting notes and distribute them to attendees.
3. ENGINEER will assist in preparing and submitting necessary permits for the project including Iowa DOT Perform Work Within State Highway ROW and NPDES Permit, if required. COUNTY shall pay all required permit fees through a pass-through task on invoicing.
4. ENGINEER will coordinate and administer utility meetings with known franchise utilities along the project corridor to identify any utility conflicts and potential franchise utility relocation needs. This scope of services does not include franchise utility relocation design.

B. TOPOGRAPHIC SURVEY

Topographic survey is not included in this scope of services. It is anticipated that the COUNTY will provide all topographic survey services and provide those to the ENGINEER for use during design.

C. WETLAND AND STREAM DELINEATION

ENGINEER will provide Wetland and Stream Delineation for the Project. The Delineation will be performed during the growing season to determine the upper boundaries of wetland and stream areas at the project site. The ENGINEER will review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search. On-site visits will be performed during the growing season to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils. The boundary of each wetland and stream located within the project limits will be surveyed. Field work will be conducted in accordance with procedures outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual and Regional Supplements. The ENGINEER will provide copies of the Wetland and Stream Delineation Report summarizing the findings of the data searches and the on-site wetland delineation. The COUNTY will coordinate with the landowners prior to the site visit to ensure access to properties required for field investigation. It is understood that environmental permitting if deemed required, is considered an Additional Service.

D. STRUCTURE EVALUATION REPORT

ENGINEER will perform a field review of the existing roadway culverts and bridge structure and summarize findings in a report to the COUNTY for review. If field review and evaluation determine structural engineering repair or replacement work is required, the ENGINEER will promptly inform the COUNTY. If directed by COUNTY to perform these repair or replacement services it will be considered an Additional Service. These services are defined as follows:

1. Review existing plans, past bridge inspection documents, flood studies and river models, available utility information, and any other available pertinent information.
2. Perform an on-site visual observation of the structures for the purpose of estimating repair quantities and documenting the condition of existing bridge and culvert elements. Representative areas of the existing concrete surfaces will be hammer-sounded or chain-dragged to identify the extent of delaminated or deteriorated concrete; limits will be recorded on plan sheets for each element.
3. The preliminary evaluation of the structures will also include an evaluation for widening the roadway and foreslope grading.
4. Provide preliminary cost estimates for the rehabilitation, potential widening of the roadway and foreslope grading, quantifying major items of work, and utilizing Iowa DOT bid items and unit price history.
5. Prepare and submit a preliminary evaluation report presenting the findings and recommendations from the structural evaluation along with cost estimates.

6. The ENGINEER shall meet with the COUNTY to review the preliminary evaluation report. Upon conclusion, a Final Structural Evaluation Report shall be finalized and sealed by a Professional Engineer licensed in the State of Iowa and submitted to the COUNTY.

E. ENGINEERING DESIGN AND PLAN PREPARATION

ENGINEER will perform the following services to develop the Contract Documents.

1. Collect and summarize the design standards that are applicable to the project. Iowa DOT Standard Specifications and Design Manual shall be used as guidance on the development of the design criteria. Design parameters will be summarized and presented to the COUNTY for review and approval prior to design.
2. Perform site visits as required to gain information regarding existing pavement or site conditions.
3. Coordinate with COUNTY and utility companies on the project to discuss the location of facilities and potential impacts as a result of the project.
4. ENGINEER will utilize the data collection, base mapping, topographic survey from the COUNTY, aerial imagery, and other information to prepare construction drawings. ENGINEER will utilize completed information from the Life Cycle Cost Analysis (LCCA) to perform preliminary design services including preliminary design alignment and profile along with roadway typical sections, site evaluation of existing culverts, clear zone improvements, as well as foreslope and ditch improvements.
5. The construction drawings may include:
 - i. Titlesheet showing the project location and other pertinent project information
 - ii. Typical section including existing roadway typical section(s) with proposed material dimensions and thicknesses, subgrade treatments, slopes, existing and proposed materials, shoulder construction, foreslope / backslope grading, etc.
 - iii. General construction and project notes.
 - iv. Standard design details.
 - v. Iowa DOT bid items, quantities, quantity tabulations, and estimate reference information
 - vi. Plan over plan sheets showing aerial and topographic survey base mapping, alignment, and stationing based on available record drawings or surveyed center of the roadway, existing ROW based on Jasper County Assessor GIS parcel lines. Anticipated information shown on plan sheets to be foreslope grading, ditching improvements, culvert extensions, beginning/ending/suspension of project limits, signage improvements, and other pertinent information.
 - vii. General traffic control notes will be developed to include means of maintaining local access only with the understanding that through traffic will be detoured.

- viii. Survey control plan.
 - ix. Erosion control plans and tabulations.
 - x. No pedestrian ramp design is anticipated with this project.
 - xi. Cross sections will be prepared with a basic roadway template to identify new foreslope grading needs and grading limits.
 - xii. It is understood that guardrail design is not included in this scope of services.
6. Iowa DOT Standard Road Plans and Standard Culvert Plans will be utilized as necessary. It is understood the road surface improvements will consist of 12" cement stabilization of subgrade and two chip seal applications. Contract Documents will require a minimum California Bearing Ratio (CBR) and proof roll requirement in lieu of cement-stabilized subgrade design.
 7. Perform a field review of existing roadway signage for compliance with current MUTCD guidance. ENGINEER will prepare a summary of the existing signage inventory to identify deficiencies that do not meet MUTCD guidance. ENGINEER will include updated signage into design and construction plans, if directed by COUNTY.
 8. Establish estimated quantities and provide an opinion of probable construction costs based on preliminary design plans and final design plans. Statements of probable construction costs established by the Engineer represent the best judgment as a design professional and understand that the Engineer has no control over the cost of labor, materials, equipment, or the Contractor's method for determining bid prices.
 9. Project development shall follow Iowa DOT I.M. 3.010. This includes submittals for: Concept Statement and Preliminary Plans, Check Plans, and Final Plans with Project Development Certificate. These submittals will be sent to the COUNTY and Iowa DOT for review and comment.
 10. Engineer shall administer a quality control review by a Professional Engineer at least one (1) time during the project development process.
 11. It is understood that if required, the COUNTY will contract with a geotechnical engineer on performing soil cores and other geotechnical services within the project limits.

F. BID PERIOD ASSISTANCE

It is understood that this PROJECT will be let through the Iowa DOT.

The ENGINEER shall perform the following services:

1. Assist the COUNTY and Iowa DOT in clarification of the plan design and issue addenda as required.
2. Review the bid tabulation and issue a recommendation of award to the COUNTY.

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. Topographic Survey
2. Subsurface utility engineering (SUE)
3. COUNTY or Iowa DOT requested significant PROJECT revisions
4. Structural design services
5. Cattle guard improvements
6. USACE 404 permitting, environmental alternatives analysis, cultural resources investigation, habitat surveys, and mitigation planning
7. Construction engineering services including administration, observation, and field and material testing
8. Right of way and easement platting, acquisition, or negotiation services
9. Geotechnical investigation or reporting related to soil sampling, proctor density, and design of cement stabilized subgrade
10. Special onsite trips for property owner meetings
11. Additional meetings beyond the scope provided herein
12. Traffic studies

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	June 7, 2023
Topographic survey by COUNTY submitted to ENGINEER	June 7, 2023
Concept Statement and Preliminary Plans to COUNTY and Iowa DOT	June 20, 2023
Check Plans to COUNTY and Iowa DOT	August 1, 2023
Final Plans and PDC to COUNTY and Iowa DOT	September 19, 2023
Letting Date	December 19, 2023**

** Bid letting date may require adjustment if project delays occur that are beyond the control of the ENGINEER.

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.

W 129th Street S and S 96th Avenue W Design

Task	Description	Fee
1	Project Administration and Management	\$ 9,700
2	Wetland and Stream Delineation	\$ 5,500
3	Structure Evaluation Report	\$ 3,500
4	Design and Plan Preparation	\$ 42,600
5	Bid Assistance	\$ 3,200
<hr/>		
	Lump Sum Total	\$ 64,500

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
PROFESSIONAL	
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
TECHNICAL	
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
ADMINISTRATIVE	
II	\$75.00/hour
I	\$61.00/hour
REIMBURSABLES	
Mileage	current IRS standard rate
Outside Services	As Invoiced

EXHIBIT "C" Project Location Map



Tuesday, May 23, 2023, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Stevenson, and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Cupples, seconded by Stevenson to approve Summit Foods 2023 Amendment #3 beginning July 1, 2023.

YEA: STEVENSON, TALSMA, AND CUPPLES

Motion by Stevenson, seconded by Cupples to approve an agreement for law enforcement services at the Iowa Speedway ending on December 31, 2023.

YEA: STEVENSON, TALSMA, AND CUPPLES

Motion by Cupples, seconded by Stevenson to approve a Memorandum of Understanding between Jasper County and the City of Lynnville to stabilize 696 ft of Terrace Ave in the total amount of \$9,500. Jasper County would contribute \$3,000 and the City of Lynnville would contribute \$6,500.

YEA: STEVENSON, TALSMA, AND CUPPLES

Motion by Cupples, seconded by Stevenson to adopt Resolution 23-47 for Jasper County Right-To-Use Lease Asset Policy.

YEA: STEVENSON, TALSMA, AND CUPPLES

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

Motion by Cupples, seconded by Stevenson to approve claims paid through May 23, 2023.

YEA: STEVENSON, TALSMA, AND CUPPLES

Motion by Cupples, seconded by Stevenson to approve Board of Supervisors minutes for May 16, 2023.

YEA: STEVENSON, TALSMA, AND CUPPLES

Motion by Cupples, seconded by Stevenson to enter into a closed session requested by Brandon Talsma in accordance with Iowa Code Section 21.5(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

YEA: STEVENSON, TALSMA, AND CUPPLES

Motion by Cupples, seconded by Stevenson to come out of close session.

YEA: STEVENSON, TALSMA, AND CUPPLES

Motion by Cupples, seconded by Stevenson to designate Brandon Talsma as the Jasper County representative to participate in a real estate auction up to a certain dollar amount for property discussed during the closed session.

YEA: STEVENSON, TALSMA, AND CUPPLES

No work session was held.

Motion by Stevenson, seconded by Cupples to adjourn the Tuesday, May 23, 2023 meeting of the Jasper County Board of Supervisors.

YEA: STEVENSON, TALSMA, AND CUPPLES

Jenna Jennings, Auditor

Brandon Talsma, Chairman