

# 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

**December 12, 2023**

9:30 a.m.

[www.jasperia.org](http://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 IT & Board of Public Health – Ryan Eaton & Becky Pryor**

- a) Jasper County Resource Guide

### **Item 2 Human Resources – Dennis Simon**

- a) Hiring Resolution for Secondary Roads, Seasonal Skilled Laborer – Joseph Oleson
- b) Resolution to Create a Permanent Full Time Position of Shared Benefits Coordinator

### **Item 3 Sheriff – John Halferty**

- a) Appointment of Deputy Michael Spray to Deputy Sheriff

### **Item 4 Engineer – Mike Frietsch**

- a) Agreement for Geotechnical Exploration – Jasper County Bridge 198770 (A-11)

### **Item 5 Approval of Board of Supervisors Minutes for December 5, 2023**

### **Item 6 Board Appointments**

## **PUBLIC INPUT & COMMENTS**

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**After Regular Meeting:**

**Work Session**

## Neapolitan Labs

### Jasper County Resource Guide - October 27, 2023

Neapolitan Labs will work with the Jasper County Health Department to create an interactive version of the PDF-based *Health & Human Services Resource Guide*. The online guide will be easy to search and filter for website visitors. Updates can be made on-demand via the *Mint Chip Lab* platform that powers the overall county site.

#### Background

Neapolitan Labs worked with Jasper County to launch a new website in October 2023. The *Health Department* page includes a link to the Jasper County Health & Human Resources Guide, a 60-page PDF document that includes categorized listings of resident resources and services covering topics from childcare to mental health to veteran services.

#### User Experience

The fully interactive *Resource Guide* will be part of the new Jasper County website, accessible via the *Health Department* section and the website's overall search. The guide will be mobile-optimized and easy for visitors to search.

#### Directory Search

In addition to perusing a landing page that lists all available resources, visitors will be able to search by keyword or organization name, or filter by *Category*.

Connect with community resources by searching by keyword, county, or category.

Enter keyword or organization name

County



Category



SUBMIT

Resource Connection search from the Southwest Iowa MHDS Region website.

## Short Links

If desired, a user-friendly short URL can be established to make the guide easy for the public to access, like [jasperia.org/resources](http://jasperia.org/resources). Additionally, each resource category could have an additional direct URL for sharing via email or on social media, e.g. [jasperia.org/resources/assistance](http://jasperia.org/resources/assistance).

## Print-Friendly Design

All entries in the *Resource Guide* will be built to be print-friendly with header, footer, and navigation elements hidden. Users could print information about individual resources, a list of resources in a category, or the entire resource guide, potentially eliminating the need for a standalone PDF guide.

## Updates


Jasper County Health Department employees will have direct access to add, update, or delete resources within the guide via *Mint Chip Lab*. The back-end view includes an instant search feature at the top to quickly find a resource to make edits.

## Manage Resources

Home > Resources > Manage

Quick Search


### Active Resources

211 Mental Health Assistance 



988 Suicide & Crisis Hotline  



AARP 



*Resource Connection entries in Mint Chip Lab for the Southwest Iowa MHDS region.*

A *Draft* status will be available to hide a listing from the website but keep an internal record in case the business or organization resumes offering services in the future.

## User-Submitted Updates

A form will be added to the website for resource changes to be submitted to the Health Department to review and consider implementing on the website. These changes could be submitted by contacts from the listed organizations or members of the public who could be aware of changes to hours, contact information, or the availability of services.

### **Category Management**

If a new category is needed in the future, or one needs to be removed, the Jasper County Health Department will be able to make these updates via *Mint Chip Lab* and have them instantly reflected on the website. Additionally, a photo and/or introduction message can be associated with each resource category. This would provide a spot for the shorter bullet-point listings that are part of the *Food* section within the current guide.

### **Content Import**

Neapolitan Labs will import all content from the PDF-based *Resource Guide* to minimize time requirements for the Health Department. County employees will be given a private URL to review the guide before it is released to the public.

### **Disclaimer**

The current guide's disclaimer will be part of the interactive *Resource Guide* and also be shown on all printed pages. Printouts will have the date printed as a reference point along with the guide's URL to view the latest information.

### **Training**

Training will be provided to ensure the Health Department (and/or Jasper County IT) has the proper access and instructions to maintain and update the guide. All management will be done via the *Mint Chip Lab* platform, used to manage the new overall county website.

## Timeframe

With approval, Neapolitan Labs will immediately begin developing the new features and importing resource listings. A preview is expected to be available for review within 4-6 weeks of proposal acceptance with launch and training shortly after.

## Costs

### One-Time Development: \$6,000

The cost for the development, content import, and training outlined in this proposal is \$6,000, with half of the project invoiced at project commencement and the final invoice sent following project completion. There are no recurring or annual costs to support the resource guide as it will be part of the overall county website.

## Proposal Acceptance

With signature, the Client agrees to the cost and payment terms, and the developer will adhere to the stated project solutions and turnaround times.

\_\_\_\_\_  
Becky Pryor, Director

Jasper County, Iowa, Health Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brian McMillin, President

Neapolitan Labs

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brandon Talsma, Board Chairperson

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



Resolution 23-

WHEREAS, The Jasper County General Assistance and Veterans Affairs Office has the need for and has requested that the Jasper County Board of Supervisors create a permanent full-time position of Shared Benefits Coordinator.

NOW, THEREFORE BE IT RESOLVED that the Jasper County Board of Supervisors shall create the permanent full-time position Shared Benefits Coordinator.

Resolution adopted this 12<sup>th</sup> day of December 2023.

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Brandon Talsma, Chairman

Attest:

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Jenna Jennings, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES

BOOK 22

12/12/2023

PAGE

**CERTIFICATE OF APPOINTMENT OF DEPUTY OR ASSISTANT**

STATE OF IOWA, JASPER COUNTY, ss.

I, John R. Halferty, Sheriff of Jasper County, Iowa, do hereby constitute and appoint Michael Spray as Deputy Sheriff for a period of 1 year(s), from December 1, 2023, and do hereby authorize and empower him to do and perform in my name as such Deputy Sheriff, all acts and things that may lawfully be done by him as such Deputy Sheriff.

This commission expires December 31, 2024 unless sooner revoked, or when said Deputy Sheriff ceases to perform above named duties.

Given under my hand this 1<sup>st</sup> day of December, 2023.

John R. Halferty  
John R. Halferty  
Sheriff of Jasper County, Iowa

STATE OF IOWA, JASPER COUNTY, ss.

I, Michael Spray, having been appointed Deputy Sheriff of Jasper County, under John R. Halferty, Sheriff of said County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of Deputy Sheriff as now or hereafter by law.

Michael D. S.

Subscribed and sworn to before me, this 1<sup>st</sup> day of December, 2023.



Julie P. Dodds  
Notary Public State of Iowa

Above appointment approved by the Board of Supervisors of Jasper County, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by resolution, Minute Book \_\_\_\_\_, Page\_\_\_\_\_.

\_\_\_\_\_  
Chairperson, Board of Supervisors



# ALLENDER BUTZKE ENGINEERS INC.

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION Q. C.



## STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

**PROJECT NAME:** Jasper County Bridge 198770 **PN:** 231407  
**PROJECT ADDRESS:** Highway F-17 over Rock Creek  
Section 17, Hickory Grove Township, Jasper County, Iowa  
**CLIENT:** Jasper County Engineer Attn: Nicole Williams, Assistant to the Engineer  
**ADDRESS:** 910 N 11<sup>th</sup> Avenue  
Newton, IA 50208

**SCOPE:** Geotechnical Exploration - Mobilization with truck mounted drilling equipment, boring locations, utility locations (Iowa One Call), drill 4 borings 80 +/- feet deep with blow counts in two borings (one pier and one abutment), laboratory testing, abutment slope stability analysis, LRFD soil design parameters for driven pile, typed boring logs, and written report.

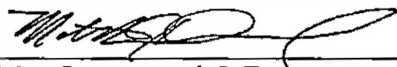
**COMPENSATION TERMS:** Total cost for the above scope of services will be \$11,200. Consultation subsequent to completion of report invoiced at current engineering rates. We assume the county will temporarily close the road and/or provide traffic control during drilling operations, the costs of which is not included in the above fee.

**REMARKS:** Field exploration could be scheduled to be conducted within one to two weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one week later with the written report. ABE will contact only Iowa One Call for public utility locates.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

ACCEPTED FOR CLIENT

By:   
 Matt Drummond, P.E.  
 Title: Principal Engineer  
 Date: 12/5/2023

By: \_\_\_\_\_  
 Brandon Talsma Printed Name  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!**

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

## GENERAL CONDITIONS

PN 231407

**1. PARTIES AND SCOPE OF WORK:** Allender Butzke Engineers (hereinafter referred to as "ABE") shall perform the work as set forth in ABE's proposal, the client's acceptance thereof if accepted by ABE and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by ABE. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of ABE's work. ABE shall have no duty or obligation to any third party greater than that set forth in ABE's proposal, client's acceptance thereof and these General Conditions. ABE may issue a third party reliance letter to a party the client identifies in writing provided ABE solely determines that the report is still reliable and that the third party, it's successors, assigns, and agents agree in writing to these General Conditions and agree to pay ABE the greater of either 10 percent of the contract amount or \$250.00 for issuing the reliance letter. The ordering of work from ABE shall constitute acceptance of the terms of ABE's proposal and these General Conditions.

**2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by ABE or others to be timely and properly performed in accordance with the plans, specifications and contract documents and ABE's recommendations. No claims for loss, damage or injury shall be brought against ABE by client or any third party unless all tests and inspections have been so performed and unless ABE's recommendations have been followed. Client agrees to indemnify, defend and hold ABE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or ABE's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of ABE, its officers, agents or employees, subject to the limitation contained in paragraph 9.

**3. SCHEDULING OF WORK:** The services set forth in ABE's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by ABE personnel at the prices quoted. If ABE is required to delay commencement of the work or if, upon embarking upon its work, ABE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of ABE, additional charges will be applicable and payable by client.

**4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for ABE to perform the work. ABE shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, ABE has not included in its fee the cost of restoration of damage which may occur. If client desires or requires ABE to restore the site to its former condition, upon written request ABE will perform such additional work as is necessary to do so and client agrees to pay ABE the cost thereof.

**5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that he has advised ABE of any known or suspected hazardous materials, utility lines and pollutants at any site at which ABE is to do work hereunder, and unless ABE has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save ABE harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to ABE's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to ABE by client.

**6. RESPONSIBILITY:** ABE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. ABE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. ABE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. ABE has no right or duty to stop the contractor's work.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of ABE's report.

**8. PAYMENT:** Client shall be invoiced as work is completed and reported, either periodically or at end of project. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and

not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay ABE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. ABE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein ABE waives any rights to a mechanics' lien, or any provision conditioning ABE's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that ABE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of ABE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

**9. STANDARD OF CARE:** ABE'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, ABE WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. STATEMENTS MADE IN ABE REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

**10. LIMITATION OF LIABILITY:** SHOULD ABE OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ABE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF ABE, ITS OFFICERS, EMPLOYEES, AND AGENTS SHALL BE LIMITED TO \$ 50,000.

**11. INDEMNITY:** Subject to the foregoing limitations, ABE agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of ABE's negligence to the extent of ABE's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against ABE, the party initiating such action shall pay to ABE the costs and expenses incurred by ABE to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that ABE shall prevail in such suit.

**12. TERMINATION:** This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, ABE shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place ABE's files in order and/or protect its professional reputation.

**13. WITNESS FEES:** ABE's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay ABE's legal expenses, administrative costs and fees pursuant to ABE's then current fee schedule for ABE to respond to any subpoena.

**14. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring ABE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

**15. PROVISIONS SEVERABLE:** In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

**16. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

December 5, 2023

Tuesday, December 5, 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 Stevenson, seconded by Cupples to approve roof repairs on the ARL Garage from the hailstorm by Aspen Contracting for the allowance price provided by the insurance company.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to adopt Resolution 23-102, a hiring resolution certifying the following appointment to the Auditor for payroll purposes.

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Secondary Roads	Seasonal Skilled Laborer	Colton Gifford	\$20.00	Standard Rate	12/6/23

YEA: CUPPLES, TALSMA, STEVENSON

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 an updated contract with Advanced Correctional Healthcare, Inc for 2023-2024 in the amount of \$62,117.02.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to approve the Annual Urban Renewal Report for Fiscal Year 2022-2023.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Stevenson, seconded by Cupples to adopt Resolution 23-103 approving Transfer Order 1508 in the amount of \$20,667.50 from JC 28E Subfund to 2015 (2007) TPI Refunded Fund.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to approve claims paid through December 5, 2023.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to approve Board of Supervisors minutes from November 28, 2023.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to appoint Denny Vander Weerd to the Compensation Board as a representative for the Board of Supervisors.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Stevenson, seconded by Cupples to adjourn from the regular meeting and enter into the work session.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Stevenson, seconded by Cupples to come out of the work session and enter into the Regular meeting.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to appoint Brad Magg to the Compensation Board as a representative for the Board of Supervisors.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Stevenson, seconded by Cupples to adjourn from the regular meeting and enter into the work session.

YEA: CUPPLES, TALSMA, STEVENSON

The Board discussed paying for a new App that would allow Jasper County citizens to access important information such as daycare providers or housing in the area in a quicker fashion. The App would be an add on for Neapolitan Labs which is currently hosting our website. Formal action will take place next week. Dennis Simon wanted direction on the Shared Benefits Coordinator position between General Assistance and Veteran Affairs. The new position will be created in a future Board meeting.

Motion by Cupples, seconded by Stevenson to adjourn the Tuesday, December 5, 2023, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, TALSMA, STEVENSON

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Jenna Jennings, Auditor

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Brandon Talsma, Chairman