



BOARD OF SUPERVISORS

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

Denny Stevenson

Doug Cupples

Brandon Talsma

May 14, 2024

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 Sheriff – John Halferty**
 - a) FY 2025 GTSB Highway Safety Contract
- Item 2 Public Health & Environmental Health – Becky Pryor & Kevin Luetters**
 - a) Jasper County Subcontract for Private Well Grant
- Item 3 Community Development – Kevin Luetters**
 - b) Resolution Approving Hilltop Estates Subdivision
- Item 4 Human Resources – Dennis Simon**
 - a) Revised Hiring Resolution for County Attorney's Office Summer Internship – Collin Jacobsen
Replacing Resolution 24-04
- Item 5 Engineer – Mike Frietsch**
 - a) Rock Creek Maintenance Agreement with Iowa DOT
 - b) Resolution Vacating a Portion of the E 76th St S Right-of-Way
- Item 6 Approval of Liquor License for Sugar Grove Vineyards**
- Item 7 Approval of Board of Supervisors Minutes for May 7, 2024**
- Item 8 Board Appointments**

PUBLIC INPUT & COMMENTS

Close Session requested by Adam Sparks 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.

Close Session requested by Scott Nicholson 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.

After the Regular Meeting – Work Session

Kim Reynolds
Governor
Adam Gregg
Lt. Governor



Department of Public Safety

Stephan K. Bayens
Commissioner

May 1, 2024

Sheriff John Halferty
Jasper County Sheriff's Office
2300 Law Center Drive
Newton, Iowa 50208

RE: FFY 2025 GTSB Highway Safety Contract

Dear Sheriff Halferty:

Congratulations! The Governor's Traffic Safety Bureau is pleased to announce that your application for a federal highway safety grant has been selected to receive funding for FFY 2025. A contract between our bureau and your agency will be effective October 1, 2024, through September 30, 2025. Pending the National Highway Traffic Safety Administration's approval of GTSB's Highway Safety Plan, your agency will receive funding as follows:

Total Contract Amount \$ 5,900

Overtime for General Enforcement	\$ 2,500	PBT	\$ 400
Overtime for Impaired Enforcement	\$ 3,000		

Information below will be used in your contract. Contacts are based on key personnel listed on your application. Payment information is based on previous payment history. **Please check your agency name/address above as well as the following and notify us by June 1st if anything is incorrect:**

Contract responsibility (Article 5.2) assigned to: **Sheriff John Halferty**
jhalferty@jaspersheriff.org

Contract related information (Article 6.0) to: **Lieutenant Michael Gunsaulus**
mgunsaulus@jaspersheriff.org

Additional contacts to be listed in Article 6.0
Reimbursement checks payable to: **Jasper County Sheriff's Office**
Mailing address for reimbursement checks: **2300 Law Center Drive, Newton, Iowa 50208**

Individuals listed in Articles 5.2 and 6.0 will have signatory authority for contract-related documents. Unless contacted, we will utilize the funding elements and contract information listed above to write your contract.

Congratulations again on your preliminary award and thank you for making traffic safety a priority! Please feel free to contact our office if you have questions

Sincerely,

Brett Tjepkes, Bureau Chief
Governor's Traffic Safety Bureau

cc: Genie Sterbenz
file

Fiscal Year 25 (7/1/2024-6/30/2025)
Subcontract for Private Well Grant (PWG)
Jasper County Board of Health
and
Jasper County (Environmental Health)

This Agreement is made and entered into by and between Jasper County Board of Health, (hereinafter the Contractor) and Jasper County (Environmental Health), (hereinafter the Subcontractor) to carry out the provisions of the Public Well Grant.

I. Statement of Purpose

This subcontract is for the Private Well Grants program.

II. Name and Address of Subcontractor

Jasper County Environmental Health
DBA: Jasper County Community Development
315 W 3rd Street North, Suite 150
Newton, Iowa 50208

III. Scope of Work to be Performed

Services covered by this application include testing private water wells, reconstructing private water wells, and plugging abandoned private water wells within the jurisdiction of the Jasper County Board of Health. This program promotes health equity by offering all Iowans equal opportunity, regardless of jurisdiction, to ensure access to safe private well water through testing, reconstruction, or plugging of abandoned wells that are no longer used.

IV. Estimated Dollar Amount

The projected subcontract amount will be \$50,505. This is subject to change and the final amount will be reflected on the contract face sheet. Payment will be sent from the Iowa Department of Health and Human Services to the contractor as claims are filed. The payment will be passed on to the subcontractor from Jasper County.

V. Subcontractor Qualifications

1. Project Director – Kevin Luetters, Director of Community Development.
 - a. Role/responsibility: Responsible for the overall project management of Environmental Health. Has authority to manage the resulting contract and the legal responsibility to assure compliance with all contract conditions.
 - b. Extensive experience with well plugging, cistern, abandonment well, and water test collection.
 - c. Employed with Jasper County since 3/1/1999.
 - d. BS degree.
 - e. Completed the well plugging certification with Russ Tell of Iowa DNR.

- f. 12 hours of continuing education every year as approved by the Iowa Environmental Health Association's Environmental Health Registry Program.
- 2. Program Manager- Shelby Hobbs, Office Manager
 - a. Responsible for day-to-day office activities including billing, deposits, and phone calls.
 - b. Employed with Jasper County since 8/1/2022.
 - c. High school diploma and customer service experience for 10 years.
- 3. Qualified Staff – Jamie Elam, Environmental Health Technician
 - a. Responsible for conducting water well sampling, providing oversight of well or cistern plugging, providing oversight of well reconstructions, or providing technical assistance.
 - b. High school diploma and previous employment as a septic installer.
 - c. Well Contractor Certification from DNR. Operator ID 12415.
 - d. 12 hours of continuing education every year as approved by the Iowa Environmental Health Association's Environmental Health Registry Program.

VI. Responsibilities of the Contractor

The Contractor will make available to the Subcontractor all documents related to the contract with the Iowa Department of Health and Human Services. This includes but may not be limited to:

- Subsequent contract amendments and modifications
- All budget or work plan revisions
- All IDPH required reports.
- Maintain ongoing communication regarding the grants and keep all local officials and subcontractors appropriately informed.

VII. Responsibilities of the Subcontractor

The Subcontractor agrees to perform the work and to provide the services described in the Special Conditions for consideration stated herein. The duties, rights, and obligations of the parties to this Agreement shall be governed by the contract documents which include the Special Conditions, General Conditions, and Request for Proposal and Application.

The Subcontractor shall provide the Iowa Department of Health and Human Services, the Contractor, and any of their duly authorized representatives with access, for audit and examination, to any documents, paper, and records of the subcontractor pertinent to the subcontract.

The Subcontractor project officer/grantee contact will be responsible for reporting goals achieved for the approved plan and budget for the grant at an annual Jasper County Board of Health meeting.

VIII. Term and Termination

This Agreement shall be effective beginning July 1, 2024, and shall be effective for one year ending on June 30, 2025, unless terminated as provided below. Either party may terminate this Agreement with or without cause upon thirty (30) days advanced written notice prior to the final termination date of the Agreement.

In the event local, state or federal government agencies promulgate regulations which may affect these terms or if adequate funds are not appropriated or available, this Agreement shall be immediately subject to renegotiation upon the initiative of either party.

Upon termination of this agreement, neither party shall have any further obligation under this agreement except for obligations accruing prior to the date of termination and obligations nor covenants contained herein which are expressly made to extend beyond the term of the agreement.

IX. Compliance with Law/Insurance

The subcontractor shall perform the work under this Agreement in full compliance with all applicable laws, rules, and regulations of any kind, which apply to such work.

The subcontractor agrees to maintain liability insurance, which provides coverage for the work and services that the subcontractor provides to the contractor under this Subcontractor Agreement.

X. Entire Agreement/Modifications

This contract constitutes the entire agreement between the parties. This contract may only be modified in writing and signed by both parties.

XI. Governing Law

This Agreement shall be governed by the laws of the State of Iowa.

XII. Amendment and Waiver

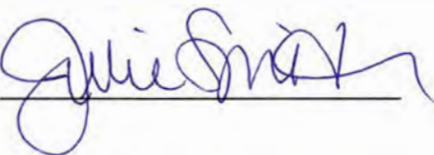
No change or modification of this Agreement shall be valid unless the same is in writing and signed by each of the parties to be bound.

XIII. Severability

If any portion(s) of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion(s) shall nevertheless be valid and enforceable and carried into effect unless to do so would violate the present legal intentions of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the above-specified date. The individual signing this Agreement on behalf of the Contractor and Subcontractor represents and warrants that he/she has the right, power, and authority to do so.

CONTRACTOR
Jasper County Board of Health

By: 

Date: 5-9-24

SUBCONTRACTOR
Jasper County

By: _____
Brandon Talsma
Board Chairperson

Date: _____

Attest: _____
Jenna Jennings
County Auditor

Date: _____

RESOLUTION NO. _____

RESOLUTION APPROVING HILLTOP ESTATES 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 HILLTOP ESTATES SUBDIVISION and certified by Voldemars L. Pelds, P.E. with Pelds Design Services.

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

DESCRIPTION – Hilltop Estates Subdivision

Parcel A of the Southwest Quarter (SW ¼) of the Southeast Quarter SE (¼) of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa

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

NOW THEREFORE it be resolved that the plat designated HILLTOP ESTATES 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 _____, 2024

Print _____ Signature _____ Date _____
Auditor

Print _____ Signature _____ Date _____
Chairperson

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 _____, 2024 whereby said board accepted and approved the plat of HILLTOP ESTATES SUBDIVISION.

IN WITNESS WHEREOF, I hereto affix my hand and the seal of Jasper County, Iowa, this _____ day of _____, 2024.

Notary

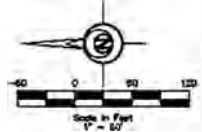
FINAL PLAT HILLTOP ESTATES

DATE OF SURVEY: 12/13/2023
RECORD INDEX:
LOCATION: SEC.7-T8N-R21W
REQUESTOR: PLATNUM DEVELOPMENT
PROPRIETOR(S): ANTA K. NOPIAN TRUST
PROPRIETOR PHONE: POST: 515-249-2222
PROPRIETOR ADDRESS: 918 VIRGINIA GARDEN DR DRYTON BEACH FL 32435
SITE ADDRESS: ST. T8N-R21W MINGO, IA 50188
SURVEYOR: VOLDENARS PELDS
COMPANY: PELDS DESIGN SERVICES
RETURN TO: 2523 OXON STREET DES MOINES, IA 50318

CURRENT LAND USE: VACANT LAND/AGRICULTURAL
ZONING: EXISTING: A (AGRICULTURAL) PROPOSED: RR-1 (RURAL RESIDENTIAL)
PROJECT AREA: 18.2 ACRES ±
SETBACKS: FRONT SETBACK: 40' SIDE SETBACK: 20' REAR SETBACK: (PRINCIPAL STRUCTURE): 50' REAR SETBACK (ACCESSORY STRUCTURE): 10'
CLOSURE ERROR: 1:620,611
NOTE: STREET LOT A IS BEING DEDICATED TO JASPER COUNTY

LEGAL DESCRIPTION
 PARCEL A OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 21 WEST OF THE 5TH P.M., AS RECORDED IN BOOK 970 PAGE 97 IN THE OFFICE OF THE JASPER COUNTY RECORDER

SYMBOLS LEGEND:
 ○ FOUND CORNER
 ○ SET 1/2" IRON ROD W/C #1842
 ▲ FOUND SECTION CORNER
 ■ IRON NAIL
 (M) MEASURED
 (R) RECORDED
 WYC WITH YELLOW CAP
 WPC WITH PINK CAP



Curve Table (M)

Curve #	Arc Length	Radius	Delta	Chord Distance	Chord Length	Tangent
C2	36.22	25.00	67°52'37"	144° 47' 50"	35.22	24.90
C2	18.36	25.00	47°52'37"	102° 29' 59"	18.60	18.21
C3	72.28	52.00	55°07'51"	51° 58' 28"	70.50	47.78
C3	44.77	52.00	47°17'51"	38° 17' 00"	43.38	23.85
C3	44.62	52.00	47°17'50"	165° 32' 24"	43.27	23.79
C6	77.27	52.00	55°14'47"	111° 22' 02"	75.47	47.89
C7	19.36	25.00	47°52'37"	102° 07' 30"	18.60	18.21
C7	38.72	25.00	95°07'27"	145° 12' 16"	36.50	25.00

HERBERT CENTER FOR THE IMPROVED COURSEWAY BILL BOARDING AND CONSTRUCTION SERVICES
 APPROVED FOR RECORDATION BY THE JASPER COUNTY RECORDER
 UNDER THE POWER OF THE JASPER COUNTY RECORDER

05/22/2024 10:55:23 AM LOCAL STANDARD TIME
 WE HEREBY RECORD THIS PLAT ON SEPTEMBER 21, 2024
 I, JASPER COUNTY RECORDER, DO HEREBY RECORD THIS PLAT UNDER THE POWER OF THE JASPER COUNTY RECORDER
 UNLESS INDICATED OTHERWISE

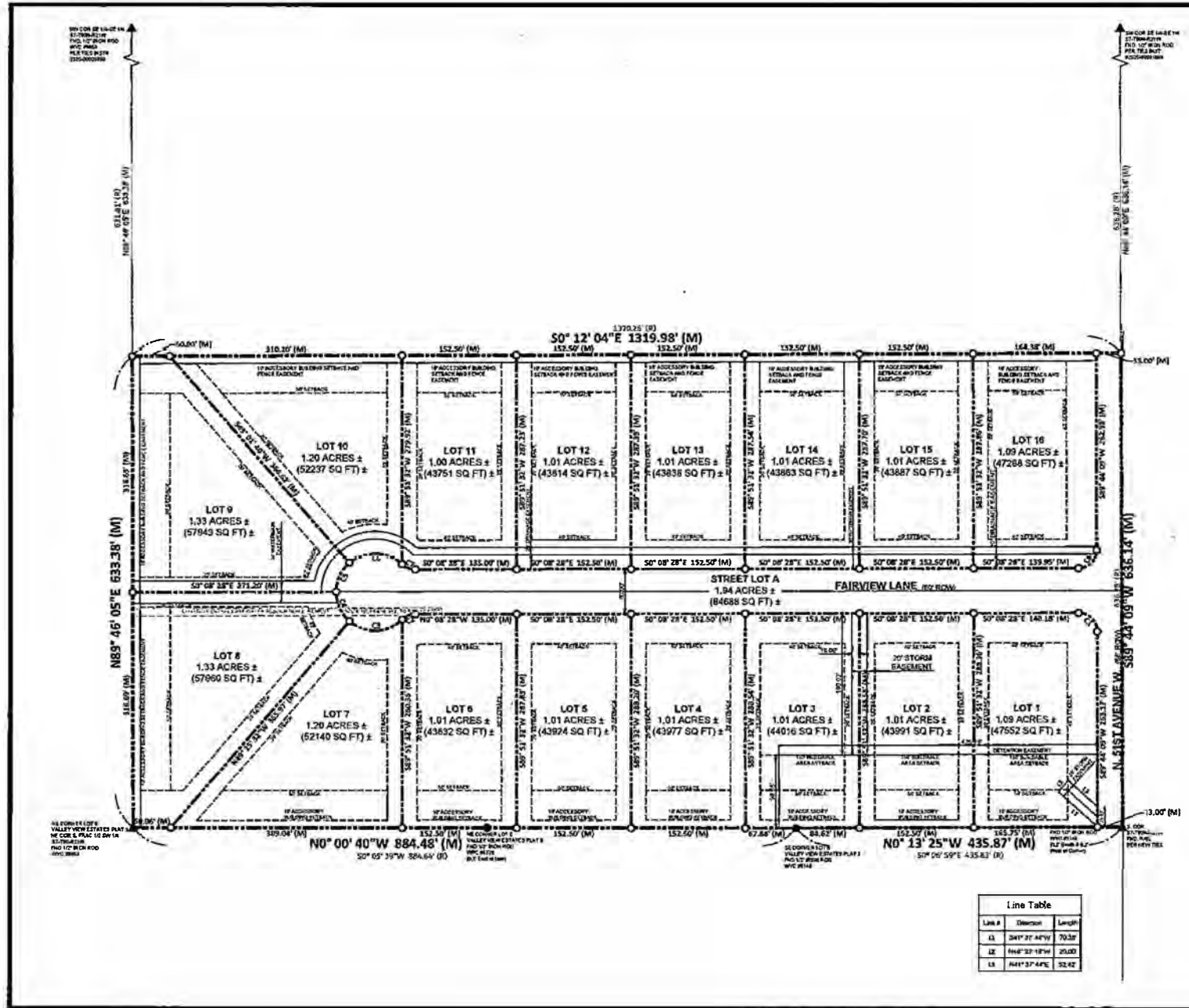
PELDS DESIGN SERVICES
 Architecture | Engineering | Surveying
 2523 Oxon Street, Des Moines, Iowa 50315 | PO Box 4626, Des Moines, Iowa 50305 | P: 515.268.6106

FINAL PLAT HILLTOP ESTATES
PARCEL A - S7 T8N R21W
MINGO, IA 50188

DATE: 05/20/2024
 SHEET: 23-177

Line Table

Line #	Direction	Length
1A	S44° 37' 44"W	70.38
1Z	N44° 37' 18"W	20.00
1A	N41° 37' 44"E	32.42



FINAL PLAT HILLTOP ESTATES

DATE OF SURVEY: 12/13/2023
RECORD INDEX:
REQUESTOR: PLATINUM DEVELOPMENT
PROPRIETORS: ANITA K. NORMAN TRUST
PROPRIETOR PHONE: 515-249-2222
PROPRIETOR ADDRESS: 816 VIRGINIA GARDEN DR BOYNTON BEACH FL 33435
SITE ADDRESS: S7 T80N R21W MNGO, IA 50168
SURVEYOR: VOLDEMARS PELDS COMPANY
PELDS DESIGN SERVICES
RETURN TO: 2323 DIXON STREET DES MOINES, IA 50318

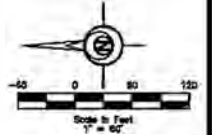
CURRENT LAND USE: VACANT LAND/AGRICULTURAL
ZONING: EXISTING: A (AGRICULTURAL) PROPOSED: RR-1 (RURAL RESIDENTIAL)
PROJECT AREA: 18.2 ACRES ±
SETBACKS: FRONT SETBACK: 40' SIDE SETBACK: 20' REAR SETBACK: 20' (PRINCIPAL STRUCTURE); 50' REAR SETBACK (ACCESSORY STRUCTURE); 10'
CLOSURE ERROR: 1:520.811

NOTE: STREET LOT A IS BEING DEDICATED TO JASPER COUNTY

LEGAL DESCRIPTION
 PARCEL A OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 21 WEST OF THE 5TH P.M., AS RECORDED IN BOOK 970 PAGE 97 IN THE OFFICE OF THE JASPER COUNTY RECORDER

SYMBOLS LEGEND:

- FOUND CORNER
- SET 1/4 SECTION CORNER
- ▲ FOUND SECTION CORNER
- ⊕ MEASURED
- (M) MEASURED
- (R) RECORDED
- WVC WITH YELLOW CAP
- WPC WITH PINK CAP



Curve #	Rt Length	Tangent	Chord	Chord Distance	Chord Angle	Tangent
C1	30.22	25.00	67.9327'	84° 47' 30"	35.37	24.95
C2	18.38	25.00	44.7422'	102° 20' 50"	18.80	16.24
C3	77.29	52.00	85.7571'	57° 58' 28"	70.55	47.28
C4	44.75	52.00	69.1704'	88° 13' 00"	42.36	23.82
C5	44.82	52.00	67.1028'	100° 13' 24"	43.27	23.79
C6	77.37	52.00	85.1647'	61° 12' 01"	75.42	47.68
C7	19.38	25.00	44.2457'	102° 03' 50"	18.87	16.21
C8	31.52	25.00	69.9527'	64° 12' 10"	33.36	23.07

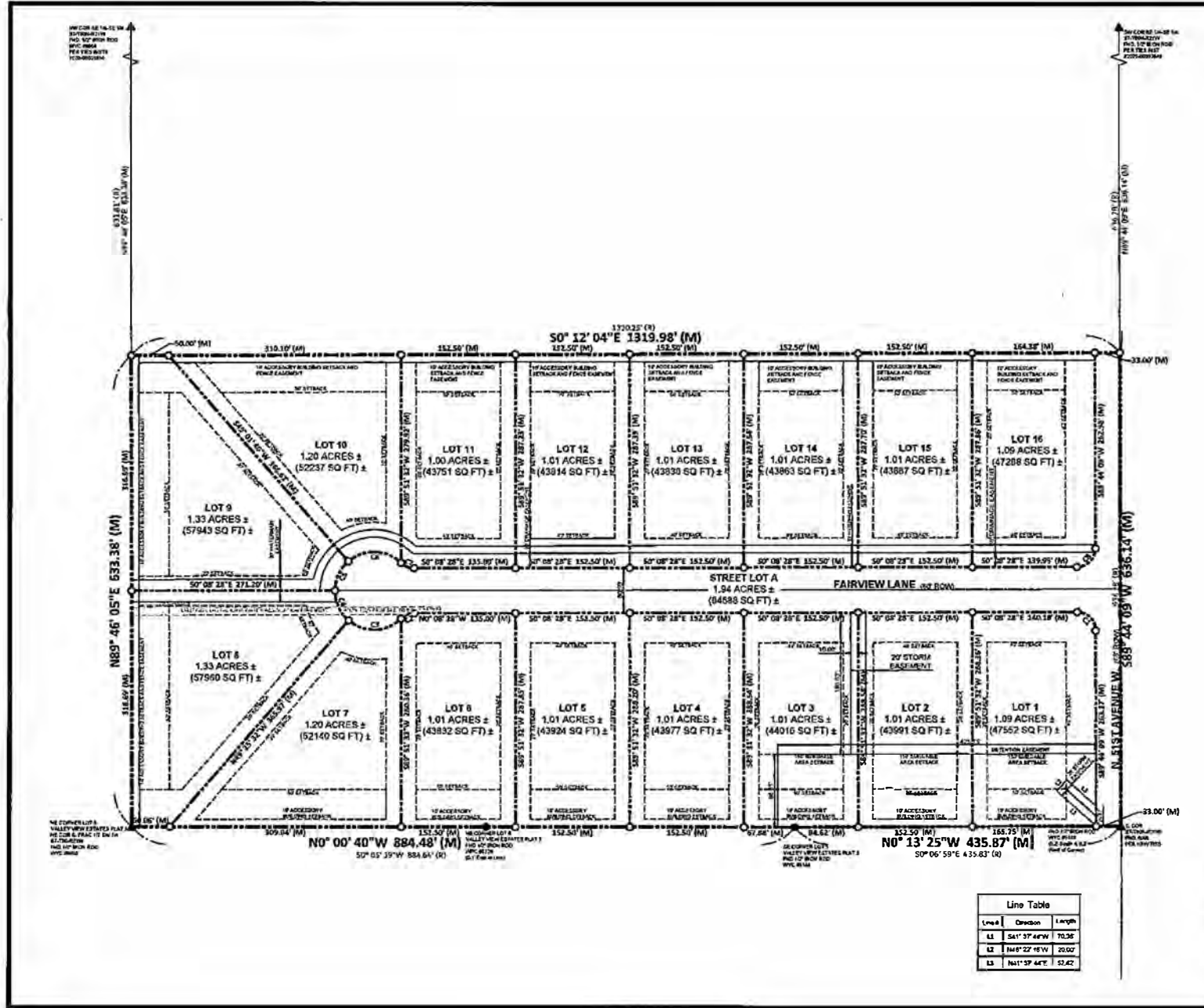
SWEREN COUNTY HAS THE SUPERSEDED DOCUMENT HERE RECORDED BY THE JASPER COUNTY RECORDER IN BOOK 970 PAGE 97 IN THE OFFICE OF THE JASPER COUNTY RECORDER.

WALDEMAR S. PELDS
 18842
 IOWA SURVEYOR

PELDS DESIGN SERVICES
 Architecture | Engineering | Surveying
 2323 Dixon St., Des Moines, Iowa 50318 | PO Box 426, Des Moines, Iowa 50308 | Ph: 515.265.9136

FINAL PLAT HILLTOP ESTATES
PARCEL A - S7 T80N R21W
MNGO, IA 50168

ABSTRACTED 1"=50' 05.02.2024 25-177
 FINAL PLAT



Line Table

Line #	Direction	Length
L1	S41° 37' 49" W	70.36
L2	N10° 22' 48" W	20.02
L3	N41° 37' 49" E	52.42

FINAL PLAT HILLTOP ESTATES

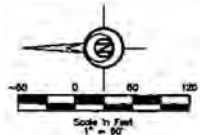
DATE OF SURVEY: 12/13/2023
RECORD INDEX: SEC7-T80N-R21W
REQUESTOR: PLATINUM DEVELOPMENT
PROPRIETORS: KATE K. NORMAN TRUST
PROPRIETOR PHONE: 515-246-2222
PROPRIETOR ADDRESS: 515 VIRGINIA GARDEN DR BOYNTON BEACH FL, 33435
SITE ADDRESS: S7-T80N-R21W MINGO, IA 50168
SURVEYOR: VOI ZEMARS PELDS COMPANY
RETURN TO: 2323 OAKON STREET DES MOINES, IA 50316

CURRENT LAND USE: VACANT LAND/AGRICULTURAL
ZONING: EX-175-A (AGRICULTURAL)
PROPOSED: RR-1 (RURAL RESIDENTIAL)
PROJECT AREA: 19.2 ACRES ±
SETBACKS: FRONT SETBACK: 40' SIDE SETBACK: 20' REAR SETBACK: 30' (PROVIDED STRUCTURE); 50' REAR SETBACK (ACCESSORY STRUCTURE); 10'
CLOSURE ERROR: 1:520611
NOTE: STREET LOT A IS BEING DEDICATED TO JASPER COUNTY

LEGAL DESCRIPTION
 PARCEL A OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 21 WEST OF THE 5TH P.M., AS RECORDED IN BOOK 970 PAGE 97 IN THE OFFICE OF THE JASPER COUNTY RECORDER

SYMBOLS LEGEND:

- FOUND CORNER
- SET 10" IRON ROD W/C #1042
- ▲ FOUND SECTION CORNER
- ± MEASURED LESS
- (R) MEASURED
- (R) RECORDED
- W/C WITH YELLOW CAP
- W/P WITH PINK CAP



Curve #	Arc Length	Radius	Delta	Chord Distance	Chord Length	Tangent
C1	36.23	25.80	89°52'27"	144.47 50'E	35.32	24.30'
C2	16.36	25.00	44°34'00"	122.20 50'W	16.80	10.21'
C3	77.26	52.00	85°07'31"	541.58 23'E	70.32	47.78'
C4	44.77	52.00	69°17'04"	685.13 09'W	43.38	23.85'
C5	44.82	52.00	69°17'04"	109.33 24'W	43.27	23.79'
C6	77.37	52.00	85°14'47"	411.58 03'E	70.43	47.84'
C7	16.35	25.00	44°34'00"	122.20 10'W	16.80	10.21'
C8	36.32	25.00	89°57'27"	544.12 81'E	35.38	25.00'



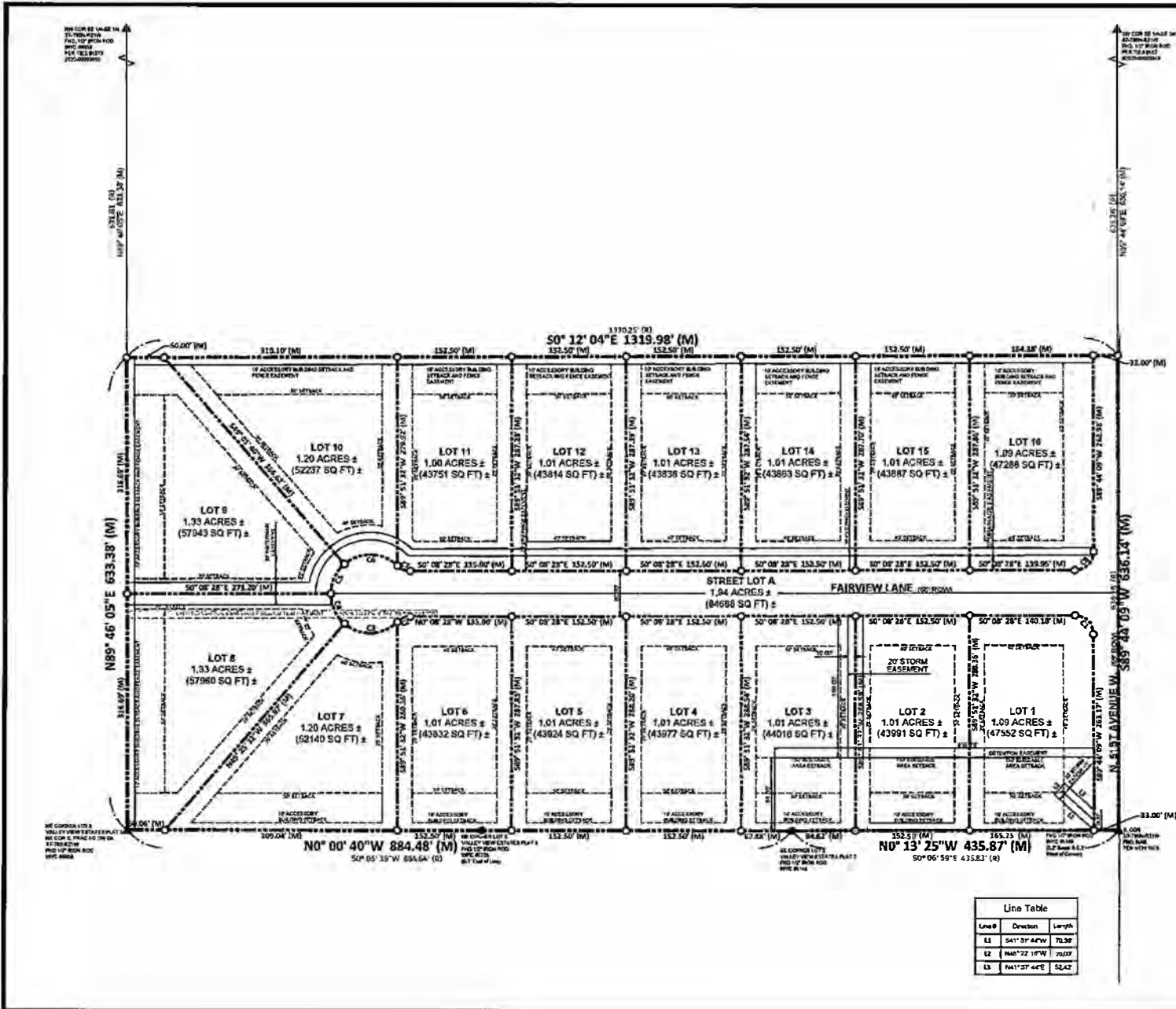
I, VOI ZEMARS PELDS, a duly Licensed Professional Surveyor in the State of Iowa, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly Licensed Professional Surveyor in the State of Iowa. My License No. is 18842. My Commission Expires on 12/31/2026. My Office is located at 2323 Oakon Street, Des Moines, Iowa 50316. My Phone No. is 515-246-8198.

ELDS DESIGN SERVICES
 Architecture | Engineering | Surveying
 2323 Oakon Street, Des Moines, Iowa 50316 | PO Box 4026, Des Moines, Iowa 50316 | Ph: 515-246-8198

FINAL PLAT HILLTOP ESTATES
PARCEL A - S7 T80N R21W
MINGO, IA 50168

APPROVED	1"=50'	05.02.2024	23-177
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FINAL PLAT



Line #	Direction	Length
L1	S41°31'44"W	70.30
L2	N40°22'14"W	20.09
L3	N41°07'44"E	52.42



JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division
315 W 3rd St N Newton, IA 50208 ph: 641-792-3084 fax: 641-275-3708

SUBDIVISION APPROVAL REQUEST

Subdivision Plat Request #2024-001

Please review the following subdivision plat and give your departments recommendation to the Director of Jasper County Community Development. The subdivision is located within parcel 06.07.400.006.

Please select one:

Approve Disapprove

Brett Jennings

Jasper County Planning & Zoning (print)

Brett Jennings

Jasper County Planning & Zoning (Signature)

4/3/2024

Date

Comments:



JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division
315 W 3rd St N Newton, IA 50208 ph: 641-792-3084 fax: 641-275-3708

SUBDIVISION APPROVAL REQUEST

Subdivision Plat Request #2024-001

Please review the following subdivision plat and give your departments recommendation to the Director of Jasper County Community Development. The subdivision is located within parcel 06.07.400.006.

Please select one:

Approve Disapprove

JAMZE ELAM

Jasper County Environmental Health (print)

[Handwritten Signature]

Jasper County Environmental Health (Signature)

4-3-2024

Date

Comments:

JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division
315 W 3rd St N Newton, IA 50208 ph: 641-792-3084 fax: 641-275-3708

SUBDIVISION APPROVAL REQUEST

Subdivision Plat Request #2024-001 Norian

Please review the following subdivision plat and give your departments recommendation to the Director of Jasper County Community Development. The subdivision is located within parcel 0607400006.

Please select one:

Approve Disapprove

Michael J. Fritsch

Jasper County Engineer (print)



Jasper County Engineer (Signature)

09/11/2024

Date

Comments:

JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division
315 W 3rd St N - #150 Newton, IA 50208 ph: 641-792-3084 fax: 641-275-3708

SUBDIVISION APPROVAL REQUEST

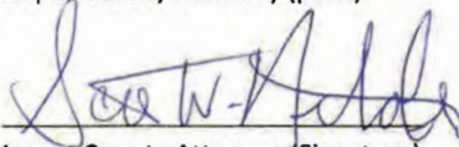
Subdivision Plat Request #2024-001 Norian

Please review the following subdivision plat and give your departments recommendation to the Director of Jasper County Community Development. The subdivision is located within parcel 0607400006.

Please select one:

Approve Disapprove

Scott W. Nicholson
Jasper County Attorney (print)


Jasper County Attorney (Signature)

2/26/24
Date

Comments:

APPROVAL OF SUBDIVISION PLAT NAME BY JASPER COUNTY AUDITOR

Date: 5/7/2024

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

HILLTOP ESTATES

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 *Leyra B. Fuhr*
Real Estate Clerk- Jasper County, Iowa

Signed *Jenna Jensen*
Auditor of Jasper County, Iowa



FENCE AGREEMENT

Preparer Information:

Bryan M. Loya
222 N.W. Sunrise Drive
Waukee, Iowa 50263
(515) 369-2502

Return Document To:

Wilson & Egge, P.C.
222 N.W. Sunrise Drive
Waukee, Iowa 50263
(515) 369-2502

Grantor:

Anita K. Norian Trust

Grantee:

Darrell D. Kenney
Sondra R. Kenney

Legal Description:

See Exhibit 'A'.

Document or instrument number of previously recorded documents:

FENCE AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned Anita K. Norian, Trustee of the Anita K. Norian Trust (hereinafter called "Grantor") as record titleholder of the property described in Exhibit 'A' hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto Darrell D. Kenney and Sondra R. Kenney, husband and wife ("Grantee") as record titleholders of the property described in Exhibit 'B' hereto, a temporary easement for agricultural fence maintenance purposes over, under, through and across the following described real estate:

See Exhibit 'C'

(hereinafter called "Easement Area") for the purpose of the Grantee constructing, reconstructing, repairing, and maintaining an agricultural fence located on Grantor's adjacent property (the "Fence") as may be required by applicable municipal law.

This easement shall be subject to the following terms and conditions:

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the Grantee; provided, however, that the Grantor may seed or where practical sod portions of the Easement Area. Grantee shall restore any seeded or sodded portions of the Easement Area in accordance with the provisions of Section 5 of this Easement.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee, unless the same may be required by Jasper County or such applicable City for purposes of completing Grantor's desired development of the property of which the Easement Area is a part.
3. **RIGHT OF ACCESS.** The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress thereon reasonably necessary for the use and enjoyment of the Easement Area to the extent the same may be required for maintenance of the Fence.
4. **INITIAL INSTALLATION.** Prior to June 1, 2024, Grantee shall construct and install, at Grantee's sole expense, the Fence along the red line marked immediately adjacent to the Northern property line of Grantor's property on the preliminary development plan attached hereto and incorporated herein by reference as Exhibit 'D'. The Fence shall commence at the existing fence post

located in either the Northeastern corner of the Grantor's property or in the Northwestern corner of the Easterly adjacent property owner's land (being approximately two feet (2') South of the Northern boundary line thereof) ("Existing Post"); thence proceed at an angle reaching the Northern boundary line of Grantor's property in a manner consistent with that indicated on Exhibit 'D' hereto; and thence proceeding along the Northern boundary line of Grantor's property line in a Westerly direction to the Northwest corner of Grantor's property. In the event Grantee is unable to tie on to the Existing Post, the Fence shall commence at the Northeast corner of Grantor's property and thence continue in a Westerly direction along the Northern boundary line of Grantor's property until terminating at the Northwest corner of Grantor's property. Grantor makes no representation or warranty regarding the Existing Post, including but not limited to the condition thereof, the specific location of the Existing Post and whether the same sits upon the Grantor's property or the Easterly adjacent property owners land, or the rights or privileges of Grantee to tie thereon as herein contemplated. Grantee shall indemnify and hold harmless Grantor from any and all damage and costs to persons or property resulting from or in any manner related to Grantee's electing to tie on to the Existing Post.

5. **CONSTRUCTION, MAINTENANCE & REPAIR.** Grantee, at its sole cost and expense, shall be responsible for all construction, reconstruction, repair, and maintenance of the agricultural fence. Except as provided in Section 5 of this Easement, Grantor shall be solely responsible for all other maintenance of the Easement Area.
6. **PROPERTY TO BE RESTORED.** The Grantee shall restore the Easement Area after exercising its rights hereunder, provided, however, that the Grantee's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). Grantee shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements placed within the Easement Area by the Grantor.
7. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the Grantor, its employees, agents or its representatives, the Grantor shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the Grantee's exercise of this Easement. Grantee agrees to indemnify and hold Grantor, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantee or its employees, agents or representatives. This Agreement is made in compliance with the provisions of Iowa Code Section 359A.12, and to the extent any provision of this Agreement shall conflict with the provisions of Iowa Code Chapter 359A this Agreement shall control. Notwithstanding anything to the contrary contained herein, any maintenance obligation assigned to Grantee under the provisions of Iowa Code

Chapter 359A shall be supplementary to, and shall in no manner limit the obligations of Grantee contained in this Agreement.

8. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the Grantee, its successors and assigns, and its permittees and licensees.
9. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
10. **TERMINATION.** At such time as the Fence is no longer required by Jasper County or such other successor municipal jurisdiction, the easements granted herein shall terminate, becoming null and void and of no further force and effect. In such event, Grantee shall completely remove the Fence from Grantor's property and shall be solely responsible for all costs associated therewith.

Grantor does **HEREBY COVENANT** with the Grantee that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to **WARRANT AND DEFEND** the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE]

Signed this 22nd day of April, 2024.

GRANTOR:

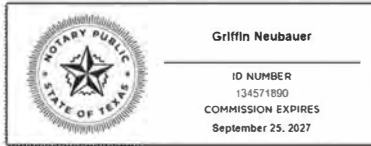
ANITA K. NORIAN TRUST,

Anita Kay Norian

By: Anita K. Norian, Trustee

STATE OF Texas)
COUNTY OF Denton County) SS:

This instrument was acknowledged before me on this 22nd day of April, 2024, by Anita K. Norian, Trustee.



Griffin Neubauer

Notary Public in and for Said State

GRANTEE:

Electronically signed and notarized online using the Proof platform.

DARRELL D. KENNEY

SONDRA R. KENNEY

STATE OF IOWA)
COUNTY OF _____) SS:

This instrument was acknowledged before me on this ____ day of _____, 2024, by Darrell D. Kenney and Sondra R. Kenney.

Notary Public in and for Said State

EXHIBIT 'A'

Parcel A of the southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book 970 Page 97 in the Office of the Recorder of said County.



EXHIBIT 'A'

Parcel A of the southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book 970 Page 97 in the Office of the Recorder of said County.

EXHIBIT 'B'

The Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa.

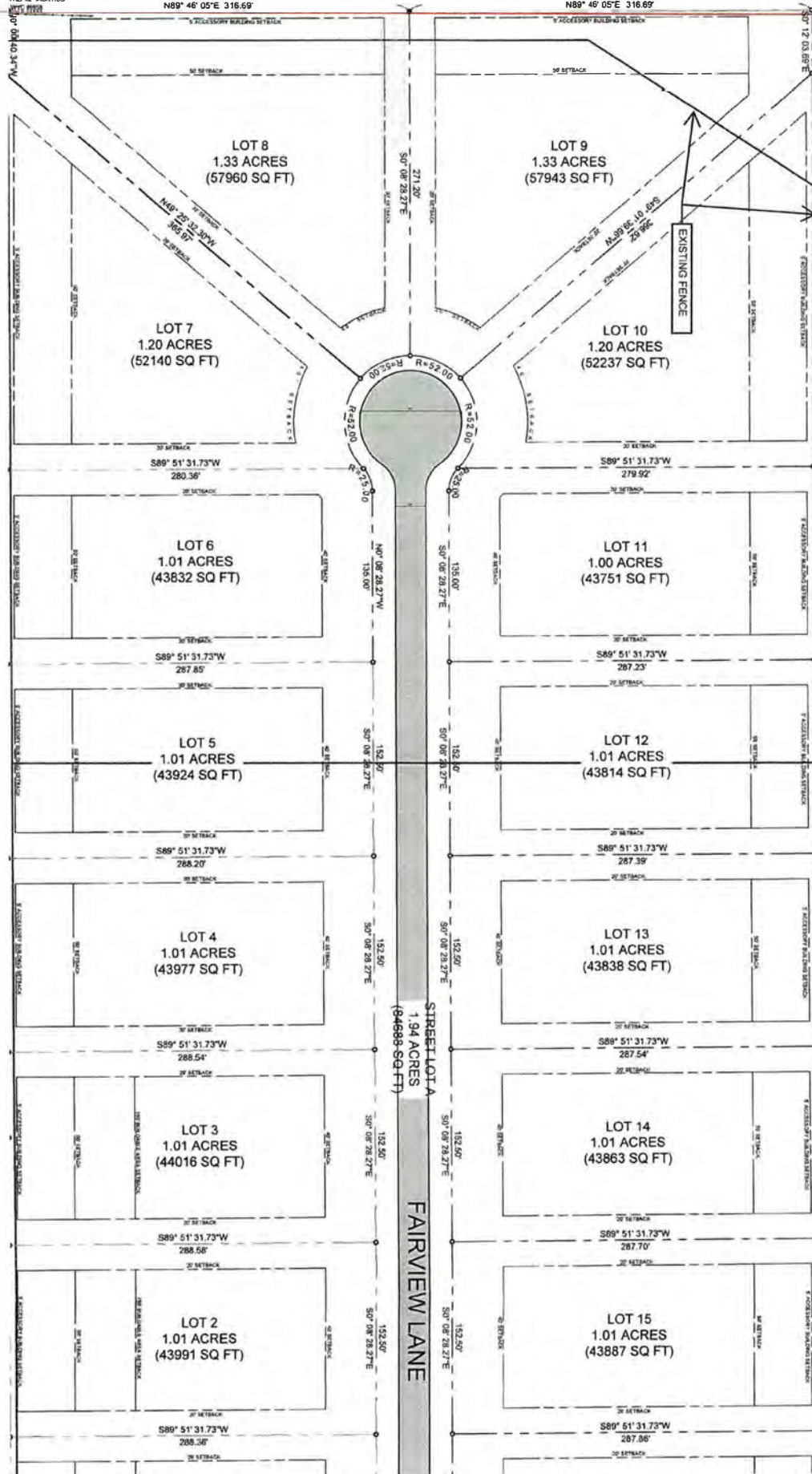
EXHIBIT 'C'

The North Ten (10) feet of Parcel A of the southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book 970 Page 97 in the Office of the Recorder of said County.

EXHIBIT 'D'

0'-0" 0'-0" 1'-0" 2'-0"

NE CORNER LOT 6
VALLEY VIEW ESTATES PLAT 3
PMD 12' W/CH ROD



LOT 8
1.33 ACRES
(57960 SQ FT)

LOT 9
1.33 ACRES
(57943 SQ FT)

LOT 7
1.20 ACRES
(52140 SQ FT)

LOT 10
1.20 ACRES
(52237 SQ FT)

LOT 6
1.01 ACRES
(43832 SQ FT)

LOT 11
1.00 ACRES
(43751 SQ FT)

LOT 5
1.01 ACRES
(43924 SQ FT)

LOT 12
1.01 ACRES
(43814 SQ FT)

LOT 4
1.01 ACRES
(43977 SQ FT)

LOT 13
1.01 ACRES
(43838 SQ FT)

LOT 3
1.01 ACRES
(44016 SQ FT)

LOT 14
1.01 ACRES
(43863 SQ FT)

LOT 2
1.01 ACRES
(43991 SQ FT)

LOT 15
1.01 ACRES
(43887 SQ FT)

STREET LOT A
1.94 ACRES
(84688 SQ FT)
FAIRVIEW LANE

EXISTING FENCE



FENCE AGREEMENT

Preparer Information:

Bryan M. Loya
222 N.W. Sunrise Drive
Waukee, Iowa 50263
(515) 369-2502

Return Document To:

Wilson & Egge, P.C.
222 N.W. Sunrise Drive
Waukee, Iowa 50263
(515) 369-2502

Grantor:

Anita K. Norian Trust

Grantee:

Kevin Gracey
Hunter Martin

Legal Description:

See Exhibit 'A'.

Document or instrument number of previously recorded documents:

FENCE AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned Anita K. Norian, Trustee of the Anita K. Norian Trust (hereinafter called "Grantor") as record titleholder of the property described in Exhibit 'A' hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto Kevin Gracey, a single person, and Hunter Martin, a single person ("Grantee") as record titleholders of the property described in Exhibit 'B' hereto, a perpetual easement for agricultural fence maintenance and a temporary easement for existing fence purposes over, under, through and across the following described real estate:

See Exhibit 'C'

(hereinafter called "Easement Area") for the purpose of the Grantee constructing, reconstructing, repairing, and maintaining the existing agricultural fence located on Grantee's adjacent property (the "Fence") as may be required by applicable municipal law, subject to the limitations contained herein.

This easement shall be subject to the following terms and conditions:

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the Grantee; provided, however, that the Grantor may seed or where practical sod portions of the Easement Area. Grantee shall restore any seeded or sodded portions of the Easement Area in accordance with the provisions of Section 5 of this Easement.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee, unless the same may be required by Jasper County or such applicable City for purposes of completing Grantor's desired development of the property of which the Easement Area is a part.
3. **RIGHT OF ACCESS.** The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress thereon reasonably necessary for the use and enjoyment of the Easement Area to the extent the same may be required for maintenance of the Fence.
4. **TEMPORARY EASEMENT FOR ENCROACHMENT.** Grantor hereby grants to Grantee a temporary easement for encroachment upon Grantor's property to the extent the Fence may be partially located on Grantor's property.

Grantee shall be strictly prohibited from in any manner moving, enlarging, or reconstructing the Fence upon Grantor's property. At such time as the Fence requires reconstruction or other substantial maintenance which requires the removal of any portion thereof, Grantee shall fully remove all portions of the Fence which are located on Grantor's property and have the same reconstruction entirely on Grantee's adjacent property. In such event, the temporary portion of the easements herein granted shall terminate, becoming null and void and of no further force and effect. Grantee shall be solely responsible for all costs associated therewith.

5. **RIGHT TO TIE ON TO EXISTING POST.** Grantee hereby acknowledges that the parties hereto are unable to determine whether a previously installed fence post ("Existing Post") is located in the Northeastern corner of the Grantor's property or the Northwestern corner of the Grantee's property. The parties have elected to forego a definitive survey thereof, and therefore covenant and agree in accordance with the following provisions. In the event the Existing Post is located on the Grantee's property, Grantee hereby covenants and agrees that the property owner of land located directly North of Grantor's property intends to construct a fence along the Northern boundary line of Grantor's property, and, that in order to facilitate such fence installation as required by Jasper County the owner of the Northern property shall be entitled to tie on to the Existing Post. The Existing Post shall not serve as a means of altering the existing boundary line between the parties' respective properties, and the parties have not acquiesced to a deviation from the previously established boundary line by virtue of their execution of this Easement.
6. **CONSTRUCTION, MAINTENANCE & REPAIR.** Grantee, at its sole cost and expense, shall be responsible for all construction, reconstruction, repair, and maintenance of the agricultural fence. Except as provided in Section 5 of this Easement, Grantor shall be solely responsible for all other maintenance of the Easement Area.
7. **PROPERTY TO BE RESTORED.** The Grantee shall restore the Easement Area after exercising its rights hereunder, provided, however, that the Grantee's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). Grantee shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements placed within the Easement Area by the Grantor.
8. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the Grantor, its employees, agents or its representatives, the Grantor shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the Grantee's exercise of this Easement. Grantee agrees to indemnify and hold Grantor, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent

or intentional acts or omissions of Grantee or its employees, agents or representatives. This Agreement is made in compliance with the provisions of Iowa Code Section 359A.12, and to the extent any provision of this Agreement shall conflict with the provisions of Iowa Code Chapter 359A this Agreement shall control. Notwithstanding anything to the contrary contained herein, any maintenance obligation assigned to Grantee under the provisions of Iowa Code Chapter 359A shall be supplementary to, and shall in no manner limit the obligations of Grantee contained in this Agreement.

9. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the Grantee, its successors and assigns, and its permittees and licensees.
10. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

Grantor does **HEREBY COVENANT** with the Grantee that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to **WARRANT AND DEFEND** the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE]

Signed this 22nd day of April, 2024.

GRANTOR:

ANITA K. NORIAN TRUST,

Anita Kay Norian

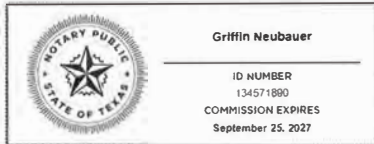
By: Anita K. Norian, Trustee

STATE OF Texas)

) SS:

COUNTY OF Denton County)

This instrument was acknowledged before me on this 22nd day of April, 2024, by Anita K. Norian, Trustee.



Griffin Neubauer
Notary Public in and for Said State

GRANTEE:

Electronically signed and notarized online using the Proof platform.

KEVIN GRACEY

HUNTER MARTIN

STATE OF IOWA)

) SS:

COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2024, by Kevin Gracey and Hunter Martin.

Notary Public in and for Said State

[SIGNATURE PAGE]

Signed this _____ day of _____, 2024.

GRANTOR:

ANITA K. NORIAN TRUST,

By: Anita K. Norian, Trustee

STATE OF _____)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2024,
by Anita K. Norian, Trustee.

Notary Public in and for Said State

GRANTEE:

KEVIN GRACEY

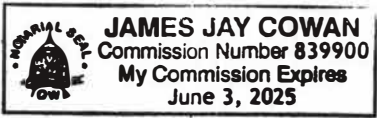
Kevin Gracey

STATE OF IOWA)
) SS:
COUNTY OF Jasper)

HUNTER MARTIN

Hunter Martin

This instrument was acknowledged before me on this 19th day of April, 2024,
by Kevin Gracey and Hunter Martin.



James Jay Cowan
Notary Public in and for Said State

EXHIBIT 'A'

Parcel A of the southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book 970 Page 97 in the Office of the Recorder of said County.

EXHIBIT 'B'

Parcel B of the southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book 970 Page 97 in the Office of the Recorder of said County.

EXHIBIT 'C'

The East Ten (10) feet of Parcel A of the southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book 970 Page 97 in the Office of the Recorder of said County.



KIM REYNOLDS, GOVERNOR
ADAM GREGG, LT. GOVERNOR

SCOTT MARLER, IOWA DOT DIRECTOR
TROY JERMAN, IOWA DOT COO

IOWA DEPARTMENT OF TRANSPORTATION
DISTRICT 1
1020 South 4th Street
Ames, IA 50010
515-239-1635
www.iowadot.gov

May 9, 2024

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

Subject: Fiscal Year 2025 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 2025 Roadway Maintenance Agreement for routine maintenance on institutional roads within Rock Creek State Park.

This agreement will be effective for the period beginning 7/1/2024 and ending 6/30/2025.

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,

A handwritten signature in blue ink that reads "Benjamin Adey". The signature is written in a cursive style.

Benjamin Adey
District 1 Staff Engineer - South Area

Enclosure

cc: Allison Smyth, IA DOT District 1
Jeremey Vortherms, IA DOT District 1
Bob Ellis, IA DOT District 1
Kathy LaRue, IA DOT District 1



Iowa Department of Transportation

ROADWAY MAINTENANCE AGREEMENT

INSTITUTION	Rock Creek State Park
AGENCY	_____
COUNTY	Jasper
CITY	Newton

This written agreement made and entered into by and between **Jasper County Board of Supervisors**, Party of the First Part, and the Iowa Department of Transportation, Party of the Second Part. The parties hereby desire to enter into this roadway maintenance agreement for the portion of Fiscal Year 2023 that the Department of Human Services owns the following roadway:

Park roads in Rock Creek State Park

1. ROUTINE MAINTENANCE

- A. Party of the First Part will perform the following routine maintenance:
 Winter maintenance such as snow and ice control; Roadside maintenance such as mowing, herbicide application, and maintaining clear channels through and adjoining drainage structures; Granular surface maintenance of shoulders and roadways such as application and shaping of granular material; Safety appurtenance maintenance such as repair of guardrail and safety grates; Traffic control device maintenance such as replacment of signs and pavement markings;
- B. Party of the First Part will perform the above described routine maintenance in compliance with the Iowa Department of Transportation’s standard maintenance policies and procedures which include, but are not limited to, the Department’s standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
 Approved DOT policies, design guidance, and adopted national manuals (i.e. - MUTCD).
- C. Party of the Second Part will perform the following routine maintenance:
 Pavement maintenance such as patching, joint/crack filling, spot HMA overlays, transverse joint leveling, strip sealing, and edge sealing;

2. SPECIAL MAINTENANCE

- A. Party of the First Part will perform the following special maintenance:
 Not applicable
- B. Party of the First Part will perform the above described special maintenance in compliance with the Iowa Department of Transportation’s standard maintenance policies and procedures which include, but are not limited to, the Department’s standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
 Not applicable
- C. Party of the Second Part will perform the following special maintenance:

Not applicable

3. PAYMENT

- A. It is agreed that payment for the routine maintenance operations will be made after the work has been completed for the fiscal year ending June 30, and payment for maintenance operations will be made after the work has been completed. It is also understood and agreed that the right is reserved by both Parties to review, adjust, or terminate this Agreement at any time, provided however that 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 \$ 2,100.00 per lane mile per year.
Total lane miles 2.14 at \$ 2,100.00 per lane mile = \$ 4,494.00
- C. Payment for special maintenance shall be made as follows:

4. AGREEMENT TIME PERIOD

Beginning Date: 7/1/2024
 Ending Date: 6/30/2025

- 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)

Attest: _____
 Jenna Jennings
 County Auditor

BY Brandon Talsma

 (DATE)

TITLE _____

IOWA DEPARTMENT OF TRANSPORTATION

BY _____
 District Engineer

 (DATE)

Resolution No. _____

**RESOLUTION
VACATING A PORTION OF
JASPER COUNTY PUBLIC ROADWAY**

BE IT RESOLVED that the Jasper County, Iowa roadway easements and other interests upon the real estate described below are no longer necessary for any public purpose and ought now be vacated in the manner allowed by law, reserving however all of such area for general public utility usage.

FURTHER RESOLVED that by Iowa Code 306.11 which states "If the proposed vacation is of part of a road right-of-way held by easement and will not change the existing traveled portion of the road or deny access to the road by adjoining landowners, a hearing is not required" a public hearing was not held since there was no evidence found to indicate that any of the described portions of roadway were ever open or used as roadways.

NOW, THEREFORE, BE IT HEREBY RESOLVED that any and all interests of Jasper County, Iowa in and to the following described real estate are hereby vacated and no longer shall be available for any public use for roadway or other public purposes other than utility purposes:

That portion of East 76th Street South located in the Northwest Quarter of the Southwest Quarter of Section 4, Township 79 North, Range 18 West of the 5th P.M., Jasper County, Iowa, described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of the Southwest Quarter of said Section 4; thence on an assumed bearing North 00 degrees 15 minutes 02 seconds East 460.69 feet along the west line of said Northwest Quarter of the Southwest Quarter to the point of beginning; thence North 00 degrees 15 minutes 02 seconds East 539.19 feet along said west line to the southerly line of Iowa Interstate 80; thence South 85 degrees 56 minutes 36 seconds East 33.09 feet along said southerly line to the east line of the present Jasper County right-of-way; thence South 00 degrees 15 minutes 02 seconds West 627.18 feet along said east line; thence North 19 degrees 48 minutes 16 seconds West 96.23 feet to the point of beginning.

Said tract contains 0.44 acres.

BE IT HEREBY FURTHER RESOLVED that the aforesaid property and all interests of Jasper County, Iowa in and to said property be, and are hereby, conveyed to the owners of record (both legal and equitable titleholders as their respective interests may appear), an equal split of the adjacent strip to record owners of such respective adjoining parcels or as agreed upon by said owners, subject to reservation of utility use thereof. Upon subsequent formal or informal request by any such adjoining landowner or successors in interest and preparation of all documents by said landowners at their sole expense and to the satisfaction of the Jasper County Attorney as to both form and content, Jasper County, Iowa, by and through the chairperson of its Board of Supervisors and its Auditor shall execute and deliver appropriate conveyancing instruments reserving utility use interests only.

The Auditor of Jasper County, Iowa is hereby directed to promptly file in the office of the Jasper County Recorder a certified copy of this Resolution.

Passed and Approved this _____ day of _____

Doug Cupples
Chairman Board of Supervisors

Brandon Talsma
Board of Supervisors

Denny Stevenson
Board of Supervisors

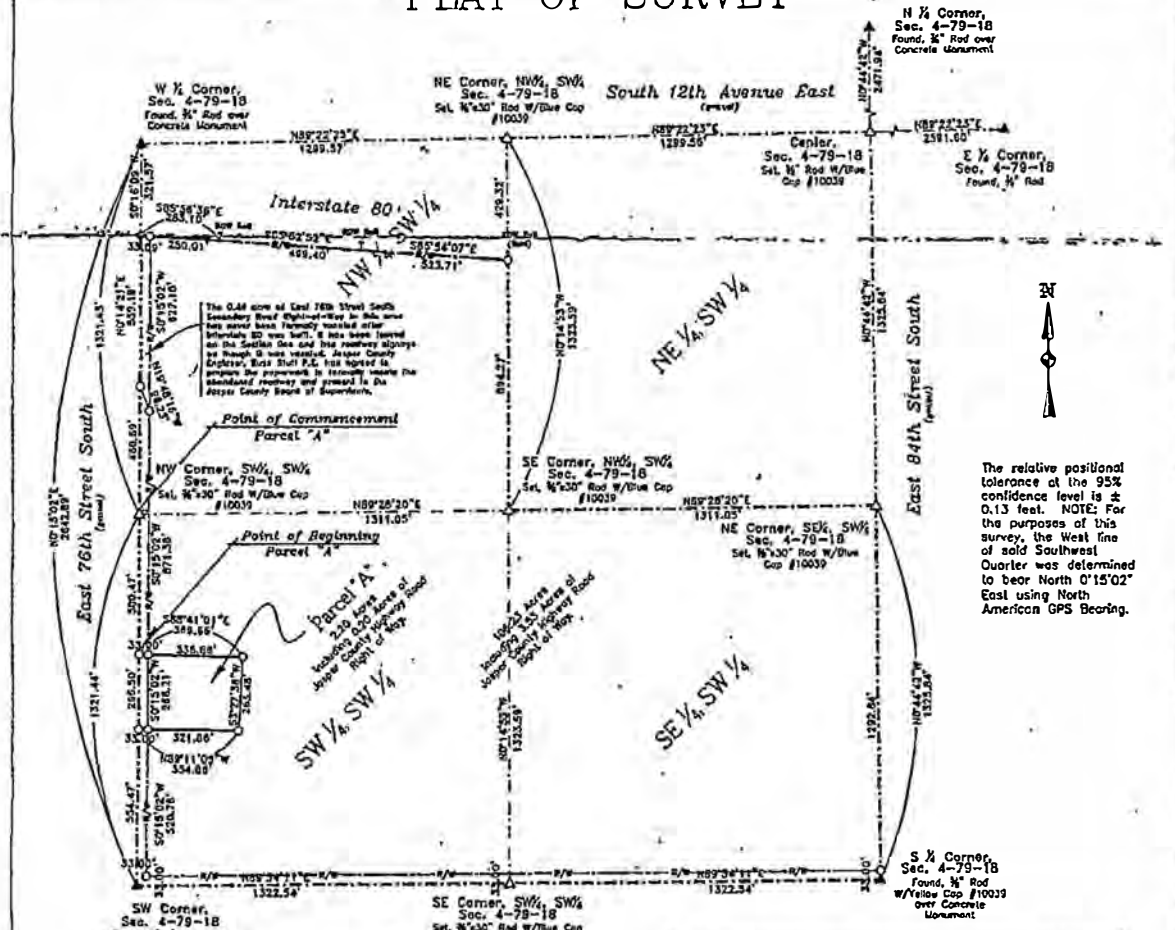
ATTEST: _____
Jenna Jennings
County Auditor

Rec Fee 11.00
 E-Fee 1.00
 Trans Fee

Doc ID: 001870300001 Type: SUR
 Recorded: 05/19/2010 at 11:18:17 AM
 Fee Amt: \$12.00 Page 1 of 1
 Jasper County, Iowa
 Nancy Perrott County Recorder
 Book 1168 Page 102
 File 2010-00002905

Prepared By: Johnstone & Associates, 118 West 4th Street South, P.O. Box 803, Newton, Iowa 50208 Phone: (562) 787-8600

PLAT OF SURVEY



The relative positional tolerance of the 95% confidence level is ± 0.13 feet. NOTE: For the purposes of this survey, the West line of said Southwest Quarter was determined to bear North 0°15'02" East using North American GPS Bearing.

AREA TABLE				
PARCEL	1/4 SECTION	GROSS(ACRES)	ROW(ACRES)	NET(ACRES)
	NW, SW	28.42	0.79	27.63
	SW, SW	37.77	1.77	36.00
	SE, SW	40.04	1.00	39.04
	TOTAL	106.23	3.53	102.70
A	SW, SW	2.20	0.20	2.00

A parcel of land in the Northwest Quarter of the Southwest Quarter, Southwest Quarter of the Southwest Quarter, and the Southeast Quarter of the Southwest Quarter of Section 4, Township 79 North, Range 18 West of the 5th P.M. Jasper County, Iowa. As described in Document #2009-0003388 in the Office of the County Recorder, except the farmstead Parcel "A".

The South half of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter, all in Section Four, Township 79 North, Range 18 West of the 5th P.M., Jasper County, Iowa except that part deeded to the State of Iowa for highway purposes and except Parcel "A" in the Southwest Quarter of the Southwest Quarter.

Parcel "A" Property Description:

A parcel of land in the Southwest Quarter of the Southwest Quarter of Section 4, Township 79 North, Range 18 West of the 5th P.M. Jasper County, Iowa. More particularly described as:

Commencing on a Point of Reference of the Northwest Corner of the Southwest Quarter of the Southwest Quarter of said Section 4, Thence South 0 degrees 15 minutes 02 seconds West a distance of 300.47 feet along the West line of said Southwest Quarter to the Point of Beginning, Thence South 88 degrees 41 minutes 01 seconds East a distance of 368.66 feet; Thence South 3 degrees 27 minutes 38 seconds West, a distance of 283.45 feet; Thence North 89 degrees 11 minutes 05 seconds West, a distance of 354.86 feet to the West line of said Southwest Quarter of the Southwest Quarter; Thence North 0 degrees 15 minutes 02 seconds East, a distance of 266.50 feet along said West line to the Point of Beginning. Said Parcel contains 2.20 acres of which 0.20 acres is East 76th Street South Road Right-of-Way.

Owner of Record: Lester Davis Estate

- Legend:**
- Government Corner Monument Found
 - Government Corner Monument Set 3/4"x30" Rod w/Blue I.D. Cap #10039
 - Parcel or Lot Corner Monument Found
 - Set 3/4"x30" Rod w/Yellow I.D. Cap #10039

Survey Requested by: Shirleyanne Wagoner, Exec.
 Field Work Completed: 5 May 2010
 Project Number: 10-014
 Date: 19 May 10
 Drawn By: TRP
 F.S. Reference: 11/55
 Sheet Number: 1

DAVIS SURVEY
 In the NW 1/4, SW 1/4, & SE 1/4, SW 1/4; 4-79-18
 Jasper County, Iowa

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

Craig R. Johnstone 19 May 2010
 Craig R. Johnstone, P.L.S.
 Iowa License Number: 10039
 My License Renewal Date is: 31 Dec 2010
 This Certification Covers this Sheet Only.



Tuesday, May 7, 2024, 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 General Assistance Policy Manual changes.

YEA: STEVENSON, TALSMAS, CUPPLES

Maintenance Director, Adam Sparks, discussed with the Board about removing the concrete bunkers on the North side of the Courthouse. Next fiscal year Adam will have another \$40,000.00 in concrete work to complete and he is at the point of the corners and needing an answer on how to proceed forward. The Board would like to move forward with tearing out the bunkers on the north side and getting quotes to complete the concrete work.

Motion by Cupples, seconded by Stevenson to set a Public Hearing for a rezone request from agricultural (A) to rural residential large lot (RR) for parcel #11.11.300.014 with recommended dates and times of May 21st, May 28th, and June 4th, 2024, at 9:30 am in the Jasper County Board of Supervisors Room.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Cupples, seconded by Stevenson to adopt Resolution 24-53, a hiring resolution certifying the following appointment to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Elderly Nutrition	2 nd Cook	Colleen Lepley	\$16.37	One Year Rate Union Scale per MOU	5/8/2024

YEA: STEVENSON, TALSMAS, 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 adopt Resolution 24-54, a hiring resolution certifying the following appointment to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	Full-Time Jailer	Noah Brindle	\$20.05	Hire-In Rate Union Scale	5/8/2024
Sheriff's Office	Full-Time Jailer	Nikki Colgrove	\$20.05	Hire-In Rate Union Scale	5/25/2024

YEA: STEVENSON, TALSMAS, 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 2023 tax year 2024-2025 payable year suspension of taxes and special assessments.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Cupples, seconded by Stevenson to approve the Notice of Jasper County property owners for Noxious Weed Control.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Stevenson, seconded by Cupples to approve a purchase of permanent easement agreement from Public Highway on Parcel #06.03.176.001 (Bridge Project No. BROS-5110(602)—8J-50) in the amount of \$36.10 from the City of Mingo.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Stevenson, seconded by Cupples to approve an MOU between Jasper County, Iowa, and Central Iowa Community Services (CICS) Mental Health and Disability Services (MHDS) Region.

YEA: STEVENSON & CUPPLES

OBSTAIN: TALSMAS

Motion by Stevenson, seconded by Cupples to approve claims paid through May 7, 2024.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Stevenson, seconded by Cupples to approve Board of Supervisors minutes for April 23, 2024.

YEA: STEVENSON, TALSMAS, CUPPLES

No Board Appointments.

Motion by Cupples, seconded by Stevenson to enter into a closed session requested by Adam Sparks 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.

ROLE CALL YEA: STEVENSON, TALSMAS, CUPPLES

NAY:

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

YEA: STEVENSON, TALSMAS, CUPPLES

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

YEA: STEVENSON, TALSMAS, CUPPLES

Brandon discussed working with future EMA projects and reviewing COOP plans with Elected Officials and Department Heads. Brandon also discussed future steps for Phase 2 of the Jasper County Engineer's Shop.

Motion by Cupples, seconded by Stevenson to adjourn the Tuesday, May 7, 2024, meeting of the Jasper County Board of Supervisors.

YEA: STEVENSON, CUPPLES, TALSMAS

Jenna Jennings, Auditor

Brandon Talsma, Chairman