



BOARD OF SUPERVISORS

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

Thad Nearmyer

Doug Cupples

Brandon Talsma

January 14, 2025

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 Public Hearing – Engineer – Mike Frietsch

- Reclassification of Indian Street Starting approximately 0.80 miles South of N 67th Ave E thence east Southeast approximately 0.56 miles to Immigrant Avenue as an Area Service B Road pursuant to Jasper County Ordinance No. IV-1
- Resolution for Reduced Level of Maintenance to Area B Road in Jasper County (Indian Street)

Item 2 Engineer – Mike Frietsch

- 2025 County Five Year Program Resolution 1.1
- Approval of a Temporary Easement for Parcel ID No 16.08.300.006 – Parcel 3 – The North 38.5' of Parcel A of Section 8, Township 78 North, Range 21 West of the 5th P.M., now included in and forming a part of Jasper County, Iowa as shown in a Plat of Survey Recorded in Book 1154 Page 53 of the Jasper County Recorders Office, Being a 20.00 foot strip of land lying 20.00 feet west of the existing West Right-of-Way line of W. 129th Street S and Containing 770 S.F. (FLAP-C050(133)—6L-50)

Item 3 Sheriff – Brad Shutts

- Officer Training Liability Agreement for Deputy Wyatt Dillon
- Officer Training Liability Agreement for Troy Daehler
- Officer Training Liability Agreement for Michael Spray
- Resolution Approving the Jasper County Jail Fees

Item 4 Human Resources – Dennis Simon

- Hiring Resolution for the Sheriff's Office Permanent Part-Time Deputy Sheriff Court Services – Jeffery Morrison
- Hiring Resolution for the Sheriff's Office Part-Time Telecommunicator 911 Dispatcher – Savannah Olson

Item 5 Approval of Subdivision Plat Name in Newton

- Fastpitch SB Complex Plat 1

Item 6 Crisis Canines

Item 7 Approval of Claims Paid through January 14, 2025

Item 8 Approval of Board of Supervisors Special Meeting Minutes for January 7, 2025

Item 9 Board Appointments

PUBLIC INPUT & COMMENTS

After the Regular Meeting - Work Session

**RESOLUTION FOR REDUCED LEVEL OF MAINTENANCE TO AREA SERVICE "B"
ROAD IN JASPER COUNTY**

Moved by _____, seconded by _____

WHEREAS, Jasper County desires to classify certain roads or portions of roads on the area service system in the County to provide for a minimal level of maintenance; and

WHEREAS, Jasper County, after consultation with the County Engineer, has the authority to specify certain roads or portion of roads within the County as Area Service "B" roads pursuant to Iowa Code Section 309.57; and

WHEREAS, the Jasper County Board of Supervisors, after consulting with the Jasper County Engineer, desires to designate a portion of Indian Street starting approximately 0.80 miles South of N 67th Ave E thence east southeast approximately 0.56 miles to Immigrant Avenue in Jasper County on the Area Service "B" System to provide for a reduced level of maintenance to best utilize maintenance funds, and

WHEREAS, pursuant to Notice of Public Hearing duly published according to the Iowa Code, Public Hearing as held on the 14th day of January 2025 at 9:30 a.m. in the Board of Supervisors room at the Jasper County Courthouse, Newton, Iowa, to hear support and/or objections from the public on roads so designated.

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

AYES: _____

NAYS: _____

Approved this _____ day of _____, 2025

Thad Nearmyer

Brandon Talsma

Doug Cupples

ATTEST: _____ Jenna Jennings
Jasper County Auditor

2025 County Five Year Program Resolution 1.1

Jasper County Secondary Roads

Unforeseen circumstances have arisen since adoption of the approved Secondary Road Five Year Program and previous revisions, requiring changes to the sequence, funding, and timing of the proposed work plan.

The Board of Supervisors of Jasper County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends modification of the following project(s) in the accomplishment year (State Fiscal Year 2025), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050.

The following projects shall be ADDED to the Program's Accomplishment year:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Total
FLAP-C050()--6L-50 Improved Access to Neal Smith NWR 52884	W 129th St S IA 163 to S 102nd Ave W, S 96th Ave W to Pacific St., S 102nd Ave W to end, S 88th Ave W bridge	16 5.700 miles	320 Bridges FA	\$3,987,000

The following projects shall be MODIFIED as follows:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Modifications	Total
FLAP-C050(133)--6L-50 Pavement Improvements - W 129th St S and S 96th Ave W 52885	W 129TH ST S from IA 163 S 2.4 miles to S 96th Ave W and S 96th Ave W from W 129th St S E 2 miles to Pacific St Project is authorized in the STIP under parent TPMS ID 52884	26 4.400 miles	364 Bituminous Seal Coat FA	added 1 FM dollars to 2025	\$2
FLAP-C050()--6L-50 Pavement Improvements - W 129th St S 52890	On W 129TH ST S, from S 96th Ave W S 1.0 miles to S 102nd Ave W Project is authorized in the STIP under parent TPMS ID 52884	16 1.000 miles	364 Bituminous Seal Coat FA	added 1 Local dollars to 2026	\$2

Fund	Accomplishment Year		
	Previous Amount	New Amount	Net Change
Local	\$2,445,000	\$2,845,000	\$400,000
Farm-to-Market	\$4,100,000	\$5,662,001	\$1,562,001
Special	\$0	\$0	\$0
SWAP	\$1,600,000	\$1,600,000	\$0
Federal Aid	\$6,400,001	\$8,425,001	\$2,025,000
Totals	\$14,545,001	\$18,532,002	\$3,987,001

Recommended

County Engineer

Date

Approved

Chair Board of Supervisors

Date

Attested

I, _____, Auditor in and for Jasper County, Iowa, do hereby certify the above and foregoing to be a true and exact copy of a resolution passed and approved by the Board of Supervisors of Jasper County, Iowa, at its meeting held on the _____ day of _____, _____.

County Auditor

Prepared by and Return to: Jasper County Highway Department, 910 N 11th Ave E, Newton, IA 50208
Temporary Construction Easement for Public Highway
Parcel Identification No. 1608300006

For the consideration of Three and 00/100 -----(3.00) -----DOLLARS and other valuable consideration in hand paid by Jasper County, Iowa, Cody Wenthe and Maggie J Stravers, of Prairie City, State of Iowa, do hereby grant to Jasper County, Iowa a temporary construction easement for road purposes in, to, on, over and across real estate in Jasper County, Iowa.

THE EASEMENT RIGHT GRANTED IS TO LAND LOCATED WITHIN PARCEL NO. 1608300006 AND DESCRIBED AS FOLLOWS:

TEMPORARY CONSTRUCTION EASEMENT

PARCEL 3

THE NORTH 38.5' OF PARCEL A OF SECTION 8, TOWNSHIP 78 NORTH, RANGE 21 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF JASPER COUNTY, IOWA AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 1154 PAGE 53 OF THE JASPER COUNTY RECORDERS OFFICE, BEING A 20.00 FOOT STRIP OF LAND LYING 20.00 FEET WEST OF THE EXISTING WEST RIGHT-OF-WAY LINE OF W. 129TH STREET S. AND CONTAINING 770 S.F.

This easement and transfer is exempt for transfer tax. Iowa Code Sec. 428A.2(17).

This easement is being acquired for public purposes and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

Grantors do hereby covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple, that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors covenant to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the easement.

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

Dated January 3, 20 25 (SIGN IN INK)

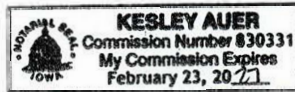
Maggie J Stravers _____
Cody Wenthe _____

STATE OF Iowa, COUNTY OF Jasper ss:

On this 3rd day of January, 20 25, before me, the undersigned, a Notary Public in and for said state, personally appeared Maggie Ann Cody Wenthe to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Kesley Auer (Sign in Ink)
Kesley Auer (Print/Type Name)
Notary Public in and for the State

Jasper County Project Number: FLAP-C050(133)—6L-50





Officer Training Liability Agreement

This Agreement is entered into by the County of Jasper, Iowa, hereinafter referred to as "the County" and **Wyatt Dillon**, hereinafter referred to as "the Employee".

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF THE EMPLOYEE AS A LAW ENFORCEMENT OFFICER, AND TO PROVIDE TO THE COUNTY IN RETURN FOR THE TRAINING. IT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYEE AGREEMENT WHICH WOULD CONFER A PROPERTY RIGHT OF INTEREST ON THE EMPLOYEE. THIS AGREEMENT IS NOT A GUARANTEE OF EMPLOYMENT NOR DOES THIS AGREEMENT REQUIRE RE-PAYMENT IF EMPLOYEE IS INVOLUNTARILY TERMINATED OR EMPLOYEE BECOMES DISABLED.

1) Total Training Expenses. The County and the Employee agree that the Employee will attend the Iowa Law Enforcement Academy "(the Academy)" at the expense of the County to receive certification as a Law Enforcement Officer in accordance with the Academy's training requirements. The County shall pay the expense of training, and shall pay the Employee's regular wages during the training. The Employee agrees to be responsible for reimbursing the County in accordance with the terms for reimbursement as stated hereafter in this agreement. The expenses, which the Employee agrees to reimburse, include the County's expenditure for the Employee's mileage, food, lodging, and tuition while attending the Academy. All of these reimbursable costs are referred to generally as "total training expenses." An estimate of the cost of the total training expenses set out above is listed on Exhibit "A" which is attached hereto and by this reference incorporated into this agreement. "Total training expense" will be based on the actual cost incurred by the County, as these costs become known.

2) Reimbursement: In the event the Employee resigns and is employed by another Law Enforcement Agency within four years following completion of certified training, the Employee shall reimburse the County for total training expenses incurred per the following schedule. The amount of reimbursement shall be determined as follows:

- A). If the Employee resigns less than one year after being certified as a law enforcement officer, one hundred percent of the total training expenses.
- B). If the Employee resigns after one year or more but less than two years after being certified as a law enforcement officer, seventy-five percent of the total training expenses.
- C). If the Employee resigns two years or more but less than three years after being certified as a law enforcement officer, fifty percent of the total training expense.
- D). If the Employee resigns three years or more but less than four years after being certified as a law enforcement officer, twenty-five percent of the total training expenses.
- E). If the Employee resigns four or more years after being certified as a law enforcement officer, none of the total training expenses.

3) Payment Schedule: Payment of any training costs owed the County by the Employee shall be made in consecutive monthly payments in accordance with the following schedule:

<u>Minimum monthly payment</u>	<u>Annual percentage rate</u>
\$200	6%

The first payment shall be due thirty (30) days after the Employee's last day of employment, and on the same day each month thereafter. Interest shall commence the day after the Employee's last day of employment and shall be calculated on the unpaid principal balance to the date of each installment paid, with payments being credited first to accrued interest and then to the reduction of the principal.

4) This agreement may be amended or cancelled only upon written agreement of both the County and the Employee.

5) If reimbursement is not made in accordance with this agreement, the Employee understands that the County, at its option, may seek the Employee's decertification as an Iowa Law Enforcement Officer, pursuant to Iowa Code 80B.11(7) (1997).

6) **Purpose.** This agreement is for the purpose of bona fide employment and not for the purpose of achieving certification for the officer by way of "sponsorship" through the Academy.

EXHIBIT "A"

The following is an itemized list of expenses required to send and officer to thirteen weeks of certified law enforcement training at the Iowa Law Enforcement Academy:

I.	ILEA Tuition	\$4,800.00
	Meal Plan	\$2,904.50
	PT Uniforms	\$230.00
	Total	\$7,934.50

Additional reimbursement for issued equipment such as body armor, uniforms etc may also apply and may be added to the total cost.

Dated at Newton, Iowa on this 3rd day of January, 2025, 2024.



Signature of Employee

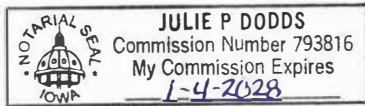
State of Iowa

County of Jasper

The foregoing instrument was acknowledged before me in my presence on this

3rd day of January, 2025 by Wyatt Dillon
(Name of Employee)

who has been hired as a Jasper County Sheriff's Deputy.



Julie P. Dodds
Notary Public

Accepted by:

County of Jasper, Iowa

Shatt, Bill
Sheriff of Jasper County

Date: 01-03-2025

Chairman, Board of Supervisors

Date: _____

Attest: Jenna Jennings, County Auditor

Date: _____



Officer Training Liability Agreement

This Agreement is entered into by the County of Jasper, Iowa, hereinafter referred to as "the County" and **Troy Daehler**, hereinafter referred to as "the Employee".

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF THE EMPLOYEE AS A LAW ENFORCEMENT OFFICER, AND TO PROVIDE TO THE COUNTY IN RETURN FOR THE TRAINING. IT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYEE AGREEMENT WHICH WOULD CONFER A PROPERTY RIGHT OF INTEREST ON THE EMPLOYEE. THIS AGREEMENT IS NOT A GUARANTEE OF EMPLOYMENT NOR DOES THIS AGREEMENT REQUIRE RE-PAYMENT IF EMPLOYEE IS INVOLUNTARILY TERMINATED OR EMPLOYEE BECOMES DISABLED.

1) Total Training Expenses. The County and the Employee agree that the Employee will attend the Iowa Law Enforcement Academy "(the Academy)" at the expense of the County to receive certification as a Law Enforcement Officer in accordance with the Academy's training requirements. The County shall pay the expense of training, and shall pay the Employee's regular wages during the training. The Employee agrees to be responsible for reimbursing the County in accordance with the terms for reimbursement as stated hereafter in this agreement. The expenses, which the Employee agrees to reimburse, include the County's expenditure for the Employee's mileage, food, lodging, and tuition while attending the Academy. All of these reimbursable costs are referred to generally as "total training expenses." An estimate of the cost of the total training expenses set out above is listed on Exhibit "A" which is attached hereto and by this reference incorporated into this agreement. "Total training expense" will be based on the actual cost incurred by the County, as these costs become known.

2) Reimbursement: In the event the Employee resigns and is employed by another Law Enforcement Agency within four years following completion of certified training, the Employee shall reimburse the County for total training expenses incurred per the following schedule. The amount of reimbursement shall be determined as follows:

- A). If the Employee resigns less than one year after being certified as a law enforcement officer, one hundred percent of the total training expenses.
- B). If the Employee resigns after one year or more but less than two years after being certified as a law enforcement officer, seventy-five percent of the total training expenses.
- C). If the Employee resigns two years or more but less than three years after being certified as a law enforcement officer, fifty percent of the total training expense.
- D). If the Employee resigns three years or more but less than four years after being certified as a law enforcement officer, twenty-five percent of the total training expenses.
- E). If the Employee resigns four or more years after being certified as a law enforcement officer, none of the total training expenses.

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4) This agreement may be amended or cancelled only upon written agreement of both the County and the Employee.

5) If reimbursement is not made in accordance with this agreement, the Employee understands that the County, at its option, may seek the Employee's decertification as an Iowa Law Enforcement Officer, pursuant to Iowa Code 80B.11(7) (1997).

6) **Purpose.** This agreement is for the purpose of bona fide employment and not for the purpose of achieving certification for the officer by way of "sponsorship" through the Academy.

EXHIBIT "A"

The following is an itemized list of expenses required to send and officer to thirteen weeks of certified law enforcement training at the Iowa Law Enforcement Academy:

I.	ILEA Tuition	\$4,800.00
	Meal Plan	\$2,904.50
	PT Uniforms	\$230.00
	Total	\$7,934.50

Additional reimbursement for issued equipment such as body armor, uniforms etc may also apply and may be added to the total cost.

Dated at Newton, Iowa on this 3rd day of January 2025, 2024.



Signature of Employee

State of Iowa

County of Jasper

The foregoing instrument was acknowledged before me in my presence on this

3rd day of January, 2025 by Troy Daehler
(Name of Employee)

who has been hired as a Jasper County Sheriff's Deputy.



Julie P. Dodds
Notary Public

Accepted by:

County of Jasper, Iowa

[Signature]
Sheriff of Jasper County

Date: 01-03-2025

Chairman, Board of Supervisors

Date: _____

Attest: Jenna Jennings, County Auditor

Date: _____



Officer Training Liability Agreement

This Agreement is entered into by the County of Jasper, Iowa, hereinafter referred to as "the County" and **Michael Spray**, hereinafter referred to as "the Employee".

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF THE EMPLOYEE AS A LAW ENFORCEMENT OFFICER, AND TO PROVIDE TO THE COUNTY IN RETURN FOR THE TRAINING. IT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYEE AGREEMENT WHICH WOULD CONFER A PROPERTY RIGHT OF INTEREST ON THE EMPLOYEE. THIS AGREEMENT IS NOT A GUARANTEE OF EMPLOYMENT NOR DOES THIS AGREEMENT REQUIRE RE-PAYMENT IF EMPLOYEE IS INVOLUNTARILY TERMINATED OR EMPLOYEE BECOMES DISABLED.

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\$200	6%

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4) This agreement may be amended or cancelled only upon written agreement of both the County and the Employee.

5) If reimbursement is not made in accordance with this agreement, the Employee understands that the County, at its option, may seek the Employee's decertification as an Iowa Law Enforcement Officer, pursuant to Iowa Code 80B.11(7) (1997).

6) **Purpose.** This agreement is for the purpose of bona fide employment and not for the purpose of achieving certification for the officer by way of "sponsorship" through the Academy.

EXHIBIT "A"

The following is an itemized list of expenses required to send an officer to thirteen weeks of certified law enforcement training at the Iowa Law Enforcement Academy:

I.	ILEA Tuition	\$6,875.00
	Meal Plan	\$2395.34
	PT Uniforms	\$230.00
	Total	\$9500.34

Additional reimbursement for issued equipment such as body armor, uniforms etc may also apply and may be added to the total cost.

Dated at Newton, Iowa on this 20 day of August, 2024.

Michael D. S. 5038
Signature of Employee

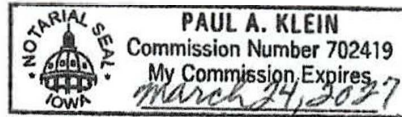
State of Iowa

County of Jasper

The foregoing instrument was acknowledged before me in my presence on this

20 day of August, 2024 by Michael D. Spray
(Name of Employee)

who has been hired as a Jasper County Sheriff's Deputy.



Paul A. Klein

Notary Public

Accepted by:

County of Jasper, Iowa

John Halpery
Sheriff of Jasper County

Date: 08-20-24

Brandon Telle
Chairman, Board of Supervisors

Date: 3 Sept 2024

Jenna Jennings
Attest: Jenna Jennings
County Auditor

Date: 9-3-2024

Resolution 2025-_____

Jasper County Jail Fees

WHEREAS, Iowa Code Section 910.3 no longer allows for the inclusion of jail fees in the judgment entry of either the plea of guilty or the finding of guilty, AND

WHEREAS, Iowa Code Section 356.7 allows the county sheriff to charge a prisoner in custody for room and board and for any medical aid provided to the prisoner. This section would not apply to District Court ordered work release fees for room and board.

Iowa Code Section 356.7(5) provides that 60% of the monies collected shall be used for the following purposes: Courthouse security & law enforcement personnel costs, improvements to the jail, and juvenile detention facilities.

All parties agree that 60% of Municipality City Code Intake Bookings, Basic Per Diem, Out of County Mittimus (sentenced in other jurisdictions and serving mittimus in Jasper County), Holding for Other County Prisoners, Prisoner Work Release and \$15.00 Administrative Fee would be used for Iowa Code Section 356.7(5) specific purposes.

WHEREAS, Iowa Code Section 356.30 states charges are to be fixed by the County Board of Supervisors.

NOW THEREFORE, BE IT RESOLVED by the Jasper County Board of Supervisors that the jail fees are formally approved as follows:

Municipality City Code	\$60.00 + \$15.00 = \$75.00 per intake booking.
• Intake Bookings	
Basic Per Diem	\$60.00 per day, with 8 days maximum of \$480.00.
• Room and Board	
Out of County Mittimus	\$60.00 per day + \$15.00 one-time Administrative Fee with no maximum. Basic Per Diem days-Paid in advance.
• Other jurisdictions serving sentence	
Prisoner Work Release	\$30.00 + \$60.00 = per day if working OR \$60.00 per day if nonwork day with 8 days maximum of \$480.00.
• District Court Ordered-Paid in advance to Sheriff	\$30.00 would still apply per day for work release after maximum Basic Per Diem days met.
Holding Prisoners for Other County	\$60.00 per day - Billed to the County being held for

Inmates are required to pay the fees under the following methods:

1. The inmate may voluntarily prepare or pay upon admission to the jail for the serving of the sentence.
2. The Sheriff's Office will engage in all reimbursement avenues allowed in Iowa Code Section 356.7

Enacted this _____ day of _____, 2025

Brandon Talsma, Chairperson
Jasper County Board of Supervisors

Attest: _____

Jenna Jennings, Jasper County Auditor

APPROVAL OF SUBDIVISION PLAT NAME BY JASPER COUNTY AUDITOR

Date: 12/31/2024

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

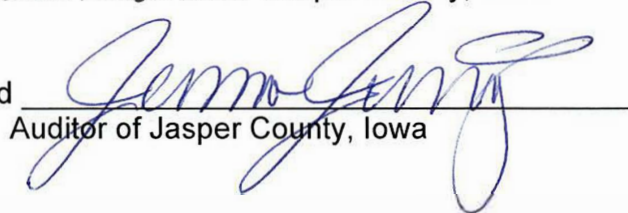
FASTPITCH SB COMPLEX PLAT 1

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


Real Estate Clerk- Jasper County, Iowa

Signed


Auditor of Jasper County, Iowa



FASTPITCH SB COMPLEX MINOR PRELIMINARY PLAT 1

NOTE:
This survey was performed without the benefit of a Title Opinion. Therefore all existing easements may not be shown.

NOTE:
ORIENTATION OF THIS BEARING SYSTEM IS IOWA STATE PLANS SOUTH (NAD 83). THIS SURVEY WAS PERFORMED USING THE IOWA RTN NETWORK.

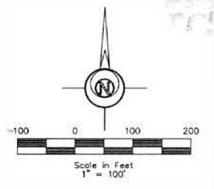
NOTE:
THIS DRAWING IS BEING MADE AVAILABLE BY PELDS DESIGN SERVICES (P.D.S.) FOR USE ON THIS PROJECT IN ACCORDANCE WITH P.D.S.'S AGREEMENT FOR PROFESSIONAL SERVICES. P.D.S. ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSEQUENTIAL OR OTHERWISE) FOR ANY USE OF THESE DRAWINGS (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID AGREEMENT.

BUILDING SETBACKS:
FRONT YARD MINIMUM 30'
FRONT YARD MAXIMUM 300'
SIDE YARDS 10'

DATE OF SURVEY:
08.12.2019

RECORD INDEX:

LOCATION:
SEC1-T79N-R19W
REQUESTOR:
THE CIRCLE DEVELOPMENT LLC
PROPRIETOR(S):
THE CIRCLE DEVELOPMENT LLC
EMERSON-BIGONS LLC
DAVID LEE WOLFE
PREPARETSITE ADDRESS:
CIRCLE DEVELOPMENT
PO BOX 34
ALTOONA, IA 50009
EMERSON-BIGONS LLC
2540 73RD ST
URBANDALE, IA 50322
SURVEYOR:
VOLDEMARS PELDS
COMPANY
PELDS DESIGN SERVICES
RETURN TO:
2323 DIXON STREET
DES MOINES, IA 50316



Parcel A&B Area Table

Parcel	Area (Sq Ft)	Area (Acres)
Remaining Parcel B	142,688	3.28
Remaining Parcel A	924,401	21.22
Platted Parcel A	697,674	16.02
Platted Parcel B	1,438,587	33.05

Curve Table (M)

Curve #	Arc Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	190.84	595.00'	18°22'36"	S 18° 43' 08" E	190.02'	96.24'

SYMBOLS LEGEND

- FOUND IRON ROD OR PIPE
- SET OFF RECORD BY YELLOW
- PLASTIC CAP STAMPED #18842
- FOUND SECTION CORNER
- CALCULATED CORNER (NOT SET)
- # MORE OR LESS
- (M/P/P/R) MEASURED/PLATTED/RECORDED
- WVC WITH YELLOW CAP

Certificate of Planning and Zoning Committee

On this day of _____, 2019, the Planning and Zoning Committee of the City of Newton, Iowa, met in regular session and considered the application of _____, et al., for a _____, and after hearing and deliberation, the Committee has recommended that the City Council approve the _____, and the Committee has recommended that the City Council approve the _____.

Certificate of City Council

This final plan of _____ was accepted and returned by the City of Newton City Council in resolution form, said resolution being _____.

The City Clerk certifies that the same has been recorded, approved and filed in accordance with the city ordinance of Newton, Iowa, and the code of laws.

Platted: (Date) _____ Approved: (Date) _____

Attest: _____ Mayor City Clerk

LEGAL DESCRIPTION:
A part of the Northeast Quarter of the Southwest Quarter (NE 1/4 - SW 1/4) AND the Northwest Quarter of the Southwest Quarter (NW 1/4 - SW 1/4) AND the Southwest Quarter of the Northwest Quarter (SW 1/4 - SW 1/4) of Section 1, Township 75 Range 18 West of the 5th P.M., all being in and forming a part of the City of Newton, Jasper County, Iowa, is more particularly described as follows:

Beginning at a point 23.10 feet east of the Northwest corner of the NW 1/4 of the SW 1/4 of Section 1, Township 75 North, Range 18 West of the 5th P.M., said point also being on the southeast of the NW 1/4 of said Section 1;

THENCE North 01°20'00" East a distance of 33.61 feet;

THENCE South 89°18'20" West a distance of 13.52 feet;

THENCE North 44°32'11" East a distance of 45.30 feet;

THENCE North 02°02'28" East a distance of 275.20 feet;

THENCE North 83°20'51" East a distance of 153.23 feet;

THENCE South 88°58'57" East a distance of 1.143.03 feet to a point on the east line of the SW 1/4 of the NW 1/4 of said Section 1;

THENCE South 00°47'00" West along the east line of the SW 1/4 of the NW 1/4 of said Section 1, a distance of 300.37 feet to the northeast corner of the NE 1/4 of the SW 1/4 of said Section 1;

THENCE South 89°33'17" East along the north line of the NE 1/4 of the SW 1/4 of said Section 1, a distance of 681.13 feet;

THENCE South 43°27'17" East a distance of 105.03 feet;

THENCE South 00°04'47" West a distance of 854.17 feet;

THENCE South 89°54'51" West a distance of 750.26 feet to a point on the eastern right-of-way line of Rusty Wallace Drive;

THENCE North 89°54'51" West along the northern right-of-way line of Rusty Wallace Drive, a distance of 600.73 feet to a point on a culvert, said point also being on the eastern right-of-way line of Rusty Wallace Drive;

THENCE along the said eastern right-of-way line of Rusty Wallace Drive, along a curve to the right having a radius of 555.00 feet, a delta of 18°22'36", an arc length of 190.84 feet, and a chord which bears North 18°43'08" West having a chord distance of 190.02 feet;

THENCE continuing along the eastern right-of-way line of Rusty Wallace Drive, North 01°27'04" West a distance of 757.44 feet to the POINT OF BEGINNING, and containing 59.91 acres, more or less.

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED 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.

PRELIMINARY

VOLDEMARS L. PELDS
18842
IOWA SURVEYOR
DATE: 08/12/2019
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025

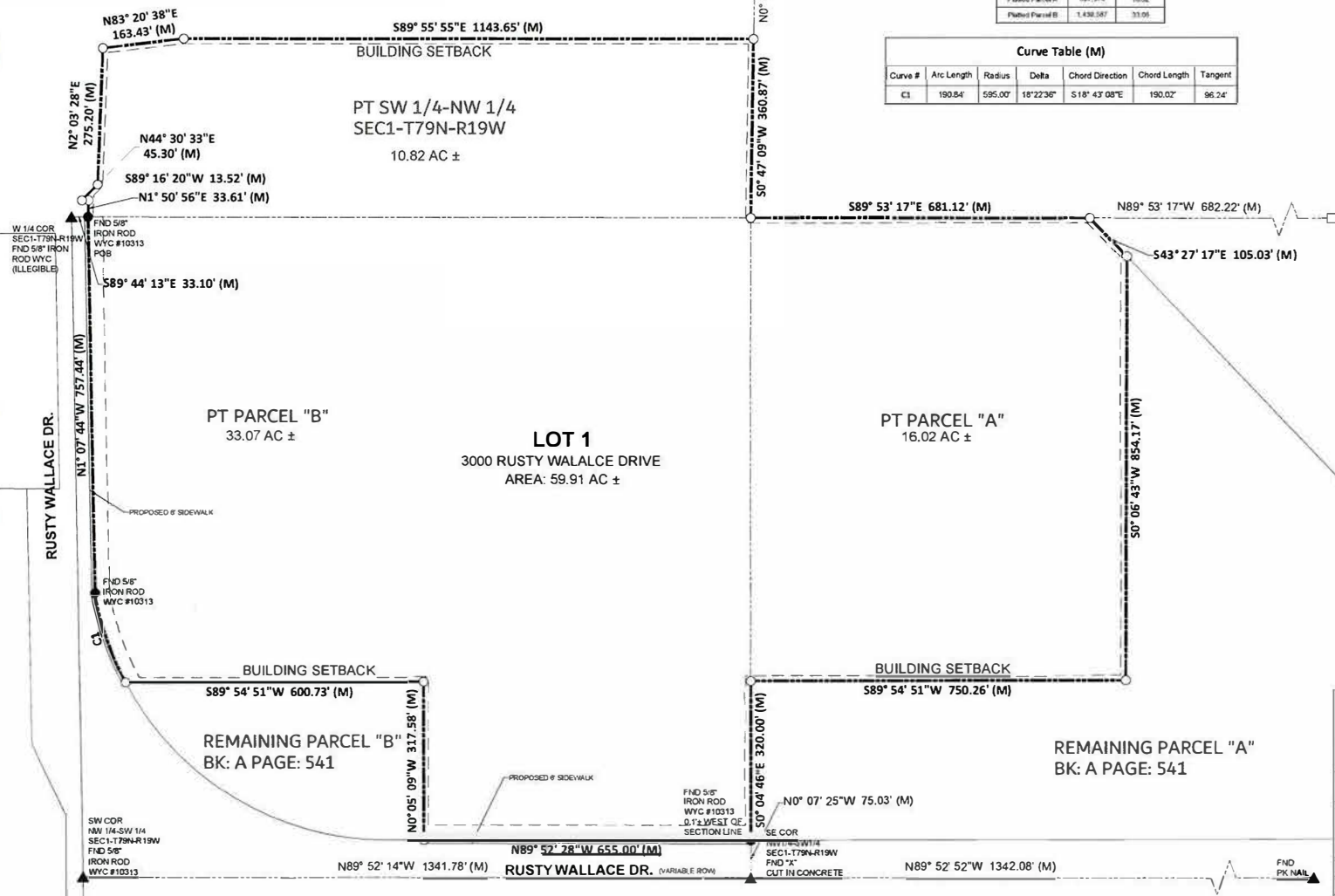
ADDITIONAL PAGE(S) OR SHEET(S) COVERED BY THIS SEAL (NONE UNLESS INDICATED HERE)

PELDS DESIGN SERVICES

Architecture | Engineering | Surveying
2323 Dixon Street, Des Moines, Iowa 50316 | PO Box 4526, Des Moines, Iowa 50305 | Ph: 515.265.9198

FASTPITCH SB COMPLEX PLAT 1
NE 1/4 & NW 1/4 SW 1/4 SEC1-T79N-R19W
NEWTON IA, 50208

A BRADFIELD 1"=100' 01/06/2025 19-083 POS



LOWRY LAND SERVICES, L.L.C.

Land Surveying & Development

752 Diamond Trail Rd. • Searsboro, Iowa 50242 • 641-521-1160 • lowrylandservices@gmail.com

PROFFESIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 8th day of January 2025, by and between Jasper County ("**Owner**"), and **Lowry Land Services, L.L.C.** ("**LLS**"). The parties, in consideration of the mutual covenants and agreements stated below, agree as follows:

1. **Agreement Documents.** The Agreement documents shall consist of this Agreement and any Exhibits attached hereto and any written amendments hereafter signed by both parties.
2. **The Services.** The **LLS** agrees to provide the following professional services: Plat of Survey – Land Use Easement with the associated monumentation of the parcel being approximately 3 acres, see attached Exhibit A, ("**Services**") on the real estate legally described and/or locally known as:

Part of Parcel "B" in the South Half of Section 6, Township 79 North, Range 18 West, Jasper County, Iowa.

Owner represents and warrants that **Owner** has good and lawful title (or the requisite authority) to authorize **LLS** to enter the Property to perform the **Services**.

3. **Rates and expenses.** **Owner** shall pay to **LLS** for the performance of the **Services** the sum of **\$2650.00** (a fee based on the worked performed and material used, as determined by **LLS** 2025 Hourly Rates, Material and Equipment Fee Schedule).
4. **Method of Payment.**
 - a) **Owner** shall pay to **LLS** the sum of **\$0.00** at the time of the execution of this Agreement.
 - b) If the **Services** require more than one month to complete, **LLS** may invoice **Owner** once each month for **Services** performed in the prior month. Monthly invoices are due fifteen (15) days after the invoice date.
 - c) Any remaining balance shall be due and payable in full upon completion of the **Services**.
5. **Right to Stop Services.** **LLS** shall have the right to stop **Services** in the event **Owner** fail to pay any payment due hereunder without such **Services** stoppage constituting a breach of **LLS** 's duties. The Plat of Survey will not be recorded at the County Recorder's Office until **LLS** is paid in full by **Owner**.
6. **Arbitration.** All claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement, or the breach thereof, involving the **Services** performed, shall be decided by arbitration in accordance with the Rules of the American Arbitration Association then in effect, and Chapter 679A of the Code of Iowa, unless the parties mutually agree otherwise. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Provided however, nothing herein shall be construed to restrict **LLS**'s right to file a mechanic's lien, or to commence an action at law or in equity to foreclose said lien, or to seek any other available remedy for nonpayment of any sums due under the terms of this Agreement.
7. **Attorney Fees.** In the event of suit to recover any sums due **LLS** arising out of this Agreement, **Owner** agrees to pay **LLS**'s reasonable attorney fees and costs.
8. **Mechanic's Liens.** Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved property if they are not paid for their contributions, even if the parties have no direct contractual relationship with the owner. The mechanics' notice and lien

registry provides a listing of all persons or companies furnishing labor or materials who have posted a lien or who may post a lien upon the improved property. Iowa Mechanic's Lien Registry toll-free telephone number (888) 767-8683 and website: <https://sos.iowa.gov/mnlr/index.aspx>

9. Interest on Delinquent Payment. Interest will accrue on any sums not paid when due for **Services** and expenses at the rate of eighteen percent (18%) per annum, or the maximum legal rate allowed by usury laws, if applicable, whichever is less.
10. Notices. Any notice required to be given by the parties hereto shall be sent to the address shown on this Agreement by certified mail, return receipt requested, or delivered to the party in person. Either party may notify the other, in writing, of a new address.
11. Miscellaneous Provisions.
 - a) Partial Invalidity. If any provision is invalid or unenforceable to any extent, then that provision shall be deemed null, and void and the remainder of this Agreement shall continue in effect and be enforceable to the fullest extent permitted by law.
 - b) Waiver. The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.
 - c) Construction. This Agreement shall be construed as if both parties were equally responsible for drafting. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.
 - d) Binding on Successors. This Agreement shall bind the parties' heirs, successors, representatives, and permitted assigns.
 - e) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Iowa. The parties agree that the Agreement is to be performed in Warren County, Iowa, which is deemed to be the proper and convenient forum for any enforcement action.
 - f) Authority of Parties. Each party warrants that the party is authorized to enter into the Agreement, that the person signing on its behalf is duly authorized to execute the Agreement, and that no other signatures are necessary.
 - g) Captions. Captions and headings of paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or the meaning of the provisions of this Agreement.
 - h) Entire Agreement. This Agreement contains the entire understanding between the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Agreement shall be modified only by a writing signed by both parties.

THIS AGREEMENT executed on the day, month and year first above written.

OWNER

LOWRY LAND SERVICES, L.L.C.

By: _____

By: *Jason S. Lowry*

Jasper County
Brandon Talsma, Board Chairperson

Jason S. Lowry, P.L.S.
752 Diamond Trail Rd.
Searsboro, IA 50242

Attest: Jenna Jennings, County Auditor

January 7, 2025

Tuesday, January 7, 2025, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Nearmyer and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Cupples, seconded by Nearmyer to amend the agenda correcting the effective date on the hiring resolutions for Marc Smith and Steve Hodnett.

YEA: CUPPLES, NEARMYER, TALSMA

No action was taken on Dan Cibula's concern over increased semi-truck traffic on county road N. 39th Ave. E. as he did not show up to the meeting.

Motion by Nearmyer, seconded by Cupples to approve a 3-year contract with GovConnection, Inc in the amount of \$38,664.00 paid out over 3 installments for a service agreement.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-02, 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>
Secondary Roads	Assistant Maintenance Superintendent "Structures"	Marc Smith	\$75,956	Standard	1/1/2025

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-03, 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>
Secondary Roads	Sign/Roadside Vegetation Manager	Steve Hodnett	\$71,913	Standard	1/1/2025

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-04, 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>
Secondary Roads	Full-Time Skilled Laborer	Jeremy Clapham	\$25.41	Hire-In Rate Union Scale (7/27/24)	01/08/2025

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-05, 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>
Community Development	Assistant Director	Brett Jennings	\$76,000	Standard	1/11/25

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to approve the supplemental agreement with Snyder & Associates adding construction administration services to the County Highway F-48 resurfacing for Colfax City limits to Skunk River bridge for professional services in the amount of \$12,600.00.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to set a Public Hearing for an amendment to FY2024-2025 Jasper County budget with recommended date and time of January 21, 2025, at 9:30 a.m. in the Board of Supervisors room.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-06, approving transfer order 1537 in the amount of \$180,233.57 from General Basic fund to Secondary Roads fund.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-07, approving transfer order 1538 in the amount of \$1,972,370.05 from Rural Services fund to Secondary Roads fund.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to approve the Board of Supervisors minutes for December 31, 2024.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve the Board of Supervisors special meeting minutes for January 2, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to re-appoint all three Board of Supervisors to the existing boards they are currently serving on along with alternates.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to adjourn the regular meetings and enter into the work session.

YEA: CUPPLES, NEARMYER, TALSMA

The Board discussed Crisis Canine land easement, simplified pay plans, cleaning up old positions in the system and eliminating those no longer in use, and starting Department Head employee reviews again.

Motion by Nearmyer, seconded by Cupples to adjourn the Tuesday, January 7, 2025, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, NEARMYER, TALSMA