



# BOARD OF SUPERVISORS

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

Thad Nearmyer

Doug Cupples

Brandon Talsma

**April 22, 2025**

9:30 a.m.

[www.jasperia.org](http://www.jasperia.org)

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

Meeting ID: 812 374 4948

Dial In: +1-646-931-3860

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

## AMENDED AGENDA

### Pledge of Allegiance

- Item 1** Public Hearing – FY2025-2026 Budget
- Item 2** Resolution Approving FY2025-2026 Budget
- Item 3** Public Hearing – Increase Storage Capacity of the Anhydrous Ammonia at the Heartland CO-OP Site in Kellogg
- Item 4** Urban Renewal Plan for Amended Jasper County Urban Renewal Area
- a) **PUBLIC HEARING** on the Proposed Amendment No. 4 to the Urban Renewal Plan for the Amended Jasper County Urban Renewal Area
  - b) Resolution determining an area of the County to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the County; designation such area as appropriate for urban renewal projects; and adopting the Amendment No. 4 to the Urban Renewal Plan for the Amended Jasper County Urban Renewal Area
  - c) Set Public Hearing for the Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Amendment No. 4 to the Urban Renewal Plan for the Amended Jasper County Urban Renewal Area  
(Recommended Dates & Times, May 6<sup>th</sup>, May 13<sup>th</sup> and May 20, 2025, at 9:30 am in the Board of Supervisors Room)
- Item 5** Jasper Rail Park Urban Renewal Plan
- a) **PUBLIC HEARING** on the Proposed Jasper Rail Park Urban Renewal Plan
  - b) Resolution determining an area of the County to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the County; designation such area as appropriate for urban renewal projects; and adopting the Jasper Rail Park Urban Renewal Plan
  - c) Set Public Hearing for the Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Jasper Rail Park Urban Renewal Plan  
(Recommended Dates & Times, May 6<sup>th</sup>, May 13<sup>th</sup> and May 20, 2025, at 9:30 am in the Board of Supervisors Room)

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### Item 6 Buildings & Grounds – Adam Sparks

- a) Metal Replacement on 40x80 Shed with New Insulation at the Armory
- b) New Dishwasher/Sanitizer for the Jail

### Item 7 Sheriff – Brad Shutts

- a) 28E with the Baxter Community School District for a School Resource Officer
- b) 28E with the Government Entities in Jasper County, Iowa and City of Colfax for the Jasper County Sheriff's Office Providing Advance Life Support Services in Jasper County

### Item 8 Human Resources – Dennis Simon

- a) Resolution Approving the Request from the Jasper County Sheriff's Office to Create one (1) permanent Part-Time Jailer Position
- b) Resolution Approving the Request from the Jasper County Sheriff's Office to Create one (1) permanent Full-Time Jailer Position

### Item 9 Engineer – Mike Frietsch

- a) Approval of the FY2026 Roadway Maintenance Agreement with the Iowa DOT for the Roads within Rock Creek State Park
- b) Approval of the Agreement with Team Services for Subsurface Exploration of Twin Box Culverts on F-48 W Phase III
- c) Approval of the Final Plans for HMA Pavement – Full Depth Reclamation on N 51<sup>st</sup> Ave W from W 148<sup>th</sup> St N east 0.5 Miles to Existing PCC Pavement
- d) Memorandum of Understanding Between Jasper County and Brian S Fivas Concerning Encroachment into Public Highway Right-of-Way.

### Item 10 Not to Exceed \$4,500,000 General Obligation Urban Renewal Capital Loan Notes

- a) Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder.  
(Recommended Date and Time, May 6, 2025, at 9:30 am at the Courthouse in the Board of Supervisors room)

### Item 11 Not to Exceed \$850,000 General Obligation Capital Loan Notes

- a) Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder.  
(Recommended Date and Time, May 6, 2025, at 9:30 am at the Courthouse in the Board of Supervisors room)

### Item 12 Resolution Approving Transfer Order 1547

### Item 13 Approval of Claims Paid through April 22, 2025

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- Item 14** Approval of Board of Supervisors Minutes for April 15, 2025
- Item 15** Board Appointments
- Item 16** Opening Sealed Bids for the Jasper County Owned Flagpoles

## PUBLIC INPUT & COMMENTS

**After the Regular Meeting  
Work Session**

Resolution 25-\_\_\_\_\_

**ADOPTION OF BUDGET & CERTIFICATION OF TAXES**  
Fiscal Year July 1, 2025 - June 30, 2026

County Number: 50 County Name: JASPER COUNTY Date Adopted: (entered upon adoption)

At the meeting of the Board of Supervisors of this County, held after the public hearing as required by law, on the date specified above and to the right, the proposed budget for the fiscal year listed above was adopted as summarized and attached hereto, and tax levies, as itemized below, were approved for all taxable property of this County. By signing, the County confirms it has fully complied with all postings and publications required per 24.2A and 331.434. There is attached a Long-Term Debt Schedule (Form 703) for the debt service needs, if any.

Note: Utility Tax Replacements are estimated by subtracting the amounts produced in Column T from the amounts entered in Column P. The software performs this calculation and places the budget-year estimated Utility Tax Replacement amounts on line 11 of the Revenues Detail sheet.

Budget Basis  
CASH

**GENERAL BASIC FUND LEVY CALCULATION**

	GBFL Max Rate	GBFL Max Dollars	Non-TIF Taxable w/ G&E	Taxable Growth %
<b>FY 2025 Budget Data</b>	4.07874	8,768,219	2,149,737,069	2.50
<b>Limitation Percentage</b>	0			
	<b>GBFL Max Rate</b>	<b>GBFL Max Dollars</b>	<b>Revenue Growth %</b>	
<b>Max Allowed GBFL for FY 2026</b>	4.07874	8,987,477	2.50	

**RURAL BASIC FUND LEVY CALCULATION**

	RBFL Max Rate	RBFL Max Dollars	Non-TIF Taxable w/ G&E	Taxable Growth %
<b>FY 2025 Budget Data</b>	3.01082	3,758,417	1,248,303,345	2.54
<b>Limitation Percentage</b>	0			
	<b>RBFL Max Rate</b>	<b>RBFL Max Dollars</b>	<b>Revenue Growth %</b>	
<b>Max Allowed RBFL for FY 2026</b>	3.95000	5,055,796	34.52	

		UTILITY REPLACEMENT AND PROPERTY TAX DOLLARS	VALUATION WITH GAS & ELEC UTILITIES	LEVY RATE	VALUATION WITHOUT GAS & ELEC UTILITIES	PROPERTY TAXES LEVIED
<b>A. Countywide Levies:</b>	1		2,203,493,556		2,164,664,062	
General Basic	2	8,537,645		3.87459		8,387,186
+ Cemetery (Pioneer - 331.424B)	3	2,000		0.00091		1,970
= Total for General Basic	4	8,539,645				8,389,156
Emerg Mgmt Dollars Included Above in Gen Basic-Info Only for Tax Statement	5	0				0
General Supplemental	6	2,788,928		1.26568		2,739,772
Emerg Mgmt Dollars Included Above in Gen Supp-Info Only for Tax Statement	7	18,689				18,356
Debt Service (from Form 703 col. I Countywide total)	9	1,385,096	2,346,825,542	0.59020	2,307,996,048	1,362,179
Voted Emergency Medical Services (Countywide)	10					0
Other	11					0
<b>Subtotal Countywide (A)</b>	12	12,713,669		5.73138		12,491,107
<b>B. All Rural Services Only Levies:</b>	13		1,279,948,446		1,253,949,335	
Rural Services Basic	14	5,055,796		3.95000		4,953,100
Rural Services Supplemental	16					0
Unified Law Enforcement	17					0
Other	18					0
Other	19					0
<b>Subtotal All Rural Services Only (B)</b>	20	5,055,796		3.95000		4,953,100
<b>Subtotal Countywide/All Rural Services (A + B)</b>	21	17,769,465		9.68138		17,444,207
<b>C. Special District Levies:</b>						
Flood & Erosion	22			0.00000		0
Voted Emergency Medical Services (partial county)	23			0.00000		0
Other	24	0		0.00000		0
Other	25			0.00000		0
Other	26			0.00000		0
Township ES Levies (Summary from Form 638-RE)	27	0	0		0	0
<b>Subtotal Special Districts (C)</b>	28	0				0
<b>GRAND TOTAL (A + B + C)</b>	29	17,769,465				17,444,207



Compensation Schedule for FY 2025/2026			
Elected Official	Annual Salary	Number of Official County Newspapers	
Attorney	153,255		3
Auditor	97,700		
Recorder	97,700	1	Names of Official County Newspapers:
Treasurer	97,700	2	Newton News
Sheriff	152,585	3	Jasper County Tribune
Supervisors	47,000	4	Hometown Press
Supervisor Vice Chair, if different		5	
Supervisor Chair, if different		6	

At a lawful meeting of the Board of Supervisors of the County indicated above, on the date indicated, the budget for fiscal year listed above, was adopted as summarized above by resolution. In addition, tax levies were voted on all taxable property of this county

\_\_\_\_\_  
(Board Chairperson)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(County Auditor or Budget Preparer)

\_\_\_\_\_  
(Date)

#### COUNTY AUDITOR'S CERTIFICATION

By Electronically Certifying, I certify the budget meets all statutory obligations.

\_\_\_\_\_  
(County Auditor Signature of Certification)

\_\_\_\_\_  
(Date)

April 7, 2025

Notice of a consultation to be held between Jasper County, State of Iowa and all affected taxing entities concerning the proposed Jasper Rail Park Urban Renewal Plan for Jasper County, State of Iowa.

Commenting at 9:00 a.m. on April 7, 2025, in the Jasper County Board of Supervisors room.

Those in attendance: Brandon Talsma, Jeff Davidson, Jenna Jennings, Teresa Arrowood, Jenn Cross, Evelyn George, Randy Ervin, Frank Liebl, Erin Chambers, Randy Van Roekel, and Chris Braunschweig.

Jeff Davidson spoke out about the overall project and the County becoming a partner with Iowa Interstate Railroad and Alliant Energy to acquire property. Amendment No. 4 to the existing Urban Renewal Area would clean up the current urban renewal area by removing the parcels we no longer need to be included. Randy Ervin spoke out showing the City of Newton's support in the project.

Jeff Davidson also spoke about the new Urban Renewal Area that the County is hoping to adopt. This coordinates with removing the old parcels and bringing more of the developmental property into the area. Jeff also mentioned by zeroing in more of the property would help be competitive in the future for development. They would like to see it in site ready condition before they start marketing it. Randy Ervin also wanted it on record that the city is still standing firm on the annexation portion and that the negotiating team has been working hard to try and come to an agreement. He stated that he had a more formal statement but would hand that to the County after the consultation meeting. Jenna Jennings spoke out on where the County stood with annexation, meaning the County would like to see property annexed into the city as property is acquired and the need is presented.

The meeting concluded at 9:10 a.m. as there were no more comments or questions on the Urban Renewal Area and Amendment No. 4 to the existing Urban Renewal Area.



*NOTICE OF A CONSULTATION TO BE HELD BETWEEN JASPER COUNTY, STATE OF IOWA AND ALL  
AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED JASPER RAIL PARK URBAN RENEWAL  
PLAN FOR JASPER COUNTY, STATE OF IOWA*

Commencing at 9:00 A.M. on April 7, 2025, in the Supervisors Room, County Courthouse,  
101 1<sup>st</sup> Street N, Newton, Iowa

**City of Newton Response to the Proposed Jasper Rail Park Urban Renewal Plan**

Consulting with an attorney who specializes in local government financing, also known as bond counsel, is a standard operating procedure for the City of Newton, and a best practice for all local governments in the State of Iowa when considering the establishment of an urban renewal area.

To protect the interests of the residents of the City of Newton, the City's bond counsel has advised the City's elected officials not to approve the Joint Agreement to establish this urban renewal area until after a voluntary annexation (at the request of the landowners in the entire project area) is completed.

Chapter 403 of the Iowa Code clearly requires Newton City Council approval of this urban renewal plan in order for it to legally move forward.



**Auditor's Office**  
**Jenna Jennings**

Jasper County Auditor  
Commissioner of Elections  
[jjennings@jaspercounty.iowa.gov](mailto:jjennings@jaspercounty.iowa.gov)

Consistent with Iowa Code Section 403.5(2)(b)(2), please let this letter serve as confirmation of the County's receipt of the City's written statement provided to the County at the consultation held on April 7, 2025, in relation to the proposed Jasper Rail Park Urban Renewal Plan.

Because the City's written statement did not make any recommendations for modifications to the proposed division of revenue, no further response from the County is required.

Thank you for participating in the consultation process.

**Deputies Melissa Hartgers Teresa Arrowood Kristin Carley**

Jasper County Courthouse, 101 1<sup>st</sup> Street N, P.O. Box 944, Newton, Iowa 50208  
Telephone 641-792-7016 Fax 641-792-1053

April 22, 2025

The Board of Supervisors of Jasper County, State of Iowa, met in \_\_\_\_\_ session, in the Supervisors Room, County Courthouse, 101 1st Street N, Newton, Iowa, at 9:30 A.M., on the above date. There were present Chairperson \_\_\_\_\_, in the chair, and the following named Board Members:

\_\_\_\_\_

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

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

\* \* \* \* \*

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 4 to the Urban Renewal Plan for the Amended Jasper County Urban Renewal Area, the Chairperson first asked for the report of the Chairperson of the Board of Supervisors, or their delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Amendment. The Board was informed that the consultation was duly held as ordered by the Board, and that \_\_\_\_\_ written recommendations were received from affected taxing entities. The report of the Chairperson of the Board of Supervisors, or their delegate, with respect to the consultation was placed on file for consideration by the Board.

The Chairperson then asked the County Auditor whether any written comments had been filed with respect to the proposed Amendment, and the County Auditor reported that \_\_\_\_\_ written comments thereto had been filed. The Chairperson then called for any oral comments to the adoption of the Amendment No. 4 to the Urban Renewal Plan for the Amended Jasper County Urban Renewal Area and \_\_\_\_\_ were made. The public hearing was then closed.

{ Attach summary of comments here,  
or include summary of comments in meeting minutes }



Board Member \_\_\_\_\_ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE COUNTY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE COUNTY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 4 TO THE URBAN RENEWAL PLAN FOR THE AMENDED JASPER COUNTY URBAN RENEWAL AREA" and moved:

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, at this place.

Board Member \_\_\_\_\_ seconded the motion. The roll was called, and the vote was:

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

\_\_\_\_\_

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

Whereupon, the Chairperson declared the measure duly adopted.

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

RESOLUTION DETERMINING AN AREA OF THE COUNTY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE COUNTY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 4 TO THE URBAN RENEWAL PLAN FOR THE AMENDED JASPER COUNTY URBAN RENEWAL AREA

WHEREAS, by Resolution No. 04-28, adopted April 21, 2004, this Board found and determined that certain areas located within the County are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted Amendment No. 2 to the Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Amended Jasper County Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Jasper County; and

WHEREAS, by Resolution No. 06-87, adopted September 12, 2006, this Board of Supervisors approved and adopted an Amendment No. 3 to the Plan; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL JASPER COUNTY URBAN RENEWAL AREA

A tract of land in Sections 13, 23, 24 and 26, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, more particularly described as follows:

Beginning at the intersection of the north right-of-way line of County Road F-27, also known as North 39th Avenue East and the easterly right-of-way line of the Iowa Interstate Railroad; thence southwest along said easterly railroad right-of-way line to the east line of Section 23, Township 80 North, Range 19 West; thence south along the east line of said Section 23 to the south right-of-way line of North 19th Avenue East; thence west along said south right-of-way line of North 19th Avenue East to the east right-of-way line of East 19th Street North; thence south along said east right-of-way line of East 19th Street North to the south right-of-way line of North 15th Avenue East; thence west along said south right-of-way line of North 15th Avenue East to a point 445 feet east of the west line of the Northeast Quarter of the Northwest Quarter of Section 26, Township 80 North, Range 19 West; thence north on a line 445 feet east of the west line of the Northeast Quarter of the Northwest Quarter of said Section 26 to the north right-of-way line of North 19th Avenue East; thence east along said north right-of-way line of North 19th Avenue East to the west right-of-way line of East 19th Street North; thence north along said west right-of-way line of East 19th Street North to the north right-of-way line of

County Road F-27, also known as North 39th Avenue East; thence east along said north right-of-way line of County Road F-27 to the point of beginning.

AMENDMENT NO. 3 AREA

SW 1/4 of the NW 1/4, Section 24, T80N, R19W, exc. North and West of railroad right-of-way.

NW 1/4 of the SW 1/4, Section 24, T80N, R19W

WHEREAS, a proposed Amendment No. 4 to the Plan ("Amendment No. 4" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the County Auditor and which is incorporated herein by reference, the purpose of which is to remove land from the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 4 removes the following land from the Urban Renewal Area:

**08.26.127.002-**

**Phoenix Newton Land, LLC (2021-03052)**

Outlot "Y" of JEDCO Business Park Subdivision in the City of Newton, Jasper County, Iowa, recorded July 31, 2007, in Plat Cabinet A, Page 643 in the Office of the Recorder of said County, EXCEPT Parcel "J" in Outlot "Y" as appears in Plat of Survey of record in Book 1154, Page 242 in the Office of the Recorder of said County.

AND

**08.26.127.005-**

**Owner: Atlas Hydraulics Inc (2013-03810)**

Parcel "L" in the Plat of Survey shown in Book 1156, at Page 374, lying within Lot One of JEDCO Business Park Subdivision in the City of Newton, Jasper County, Iowa, as appears in Plat Cabinet A, at page 643 in the Office of the Recorder of said County, lying within Parcel "J" in Outlot "Y" of JEDCO Business Park in the City of Newton, Jasper County, Iowa, as recorded in a Plat of Survey shown in Book 1154, at page 242 in the Office of the Jasper County Recorder, together with the ingress/egress easement as shown on the Plat of Survey in Book 1156, at Page 374.

AND

**08.26.126.008-**

**Owner: Paul R. & Sheryl L. Parmley (2007-00850)**

Parcel "G" in the Northeast Quarter of the Northwest Quarter of Section Twenty-six, Township Eighty North, Range 19 West of the Fifth P.M., Jasper County, Iowa, as appears in Plat recorded in Book 1154, Page 48 in the Office of the Recorder of said County.

AND

**08.26.126.010-**

**KLJ Properties, LLC (2021-04549)**

Parcel "F" being a parcel of land lying within the Northeast Quarter of the Northwest Quarter of Section Twenty-six, Township Eighty North, Range Nineteen West of the Fifth P.M., Jasper County, Iowa, as it appears in Plat of Survey of record in Book 1153, at Page 420 in the Office of the Recorder of said County,

AND

Parcel "C" in the Northeast Quarter of the Northwest Quarter of Section Twenty-six, Township Eighty North, Range Nineteen West of the Fifth P.M., Jasper County, Iowa, as it appears in Plat of Survey of record in Book 1125, at Page 553 in the Office of the Recorder of said County, EXCEPT Parcel "D" of said Parcel "C" as it appears in the Plat of Survey recorded in Book 1125, at Page 612A in the Office of the Recorder of said County.

AND

**08.14.400.009**

**Owner: Bruce L Brummel Trust (2017-00939)**

The Southwest Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa EXCEPT: Parcel "A" of the Southwest Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in the (Corrected) Plat of Survey of record in Book 1154, at page 299 in the Office of the Recorder of said County; AND EXCEPT: Parcel "C" of the Southwest Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in the (Corrected) Plat of Survey of record in Book 1154, at page 299 in the Office of the Recorder of said County.

AND

**08.14.400.010**

**Owner: Onnen Farms LLC (2018-01494)**

The Southeast Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, EXCEPT Commence at the Southeast corner of said Section 14, run thence West 10 rods, thence North 16 rods, thence East 10 rods, and thence South 16 rods to the place of beginning, AND EXCEPT beginning at the Northeast Corner of said Southeast Quarter of the Southeast Quarter, thence South 0°00' East, 347.16 feet along the East line of said Southeast Quarter of the Southeast Quarter; thence North 88°41' West, 524.32 feet; thence North 0°42' West, 338.26 feet to the North line of said Southeast Quarter of the Southeast Quarter; thence South 89°40' East 528.32 feet along said North line to the point of beginning, AND ALSO EXCEPT Parcel B of the Southeast Quarter of the Southeast Quarter of said Section 14, as appears in the (Corrected) Plat of Survey of record in Book 1154, at page 299 in the Office of the Recorder of said County.

AND

**08.14.400.006**



**Owner: Justin & Lisa Osborn (2019-03117)**

Part of the Southeast Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, described as beginning at the Northeast Corner of said Southeast Quarter of the Southeast Quarter, thence South 0°00' East, 347.16 feet along the East line of said Southeast Quarter of the Southeast Quarter; thence North 88°41' West, 524.32 feet; thence North 0°42' West, 338.26 feet to the North line of said Southeast Quarter of the Southeast Quarter; thence South 89°40' East 528.32 feet along said North line to the point of beginning.

AND

**08.14.400.008**

**Owner: Michael D. Hammer (2024-02306)**

Commence at the Southeast corner of Section Fourteen, Township Eighty North, Range Nineteen West of the Fifth P.M., Jasper County, Iowa, run thence West 10 rods, thence North 16 rods, thence East 10 rods, thence South 16 rods to the place of beginning.

AND

**08.23.202.001 & 08.23.251.001-**

**Owner: Iowa Interstate Railroad LLC**

West Half of the Northeast Quarter of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, except Parcels B and C in the West Half of the Northeast Quarter of said Section 23, as appears in the Corrected Plat of Survey in Book 1154 at page 299, in the office of the Recorder of said County; and except a tract of land located in the Southwest Quarter of the Northeast Quarter of said Section 23, described as beginning 343.58 feet North of the Southwest Corner of the Southwest Quarter of said Northeast Quarter, run North 206.73 feet, thence North 89°11'20" East 361.96 feet, thence South 0°37'40" East 260.63 feet, thence South 88°58'20" West 305.09 feet to the point of beginning.

AND

**08.23.276.001-**

**Owner: Iowa Interstate Railroad LLC**

Lot A of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat Book B at Page 56, in the Office of the Recorder of said County, except the West 425 feet, located on the North side of the North 33<sup>rd</sup> Avenue East and except Parcel A of Lot A of the East Half of said Section 23 as appears in Corrected Plat of Survey recorded in Book 1154, at page 299, in the Office of the Recorder of said County, AND also except part of said Lot A described as: Beginning at the Southwest Corner of said Lot A thence N. 0 degrees 45 minutes 50 seconds E., 34.50 feet along the West line of Lot A, thence N. 54 degrees 23 minutes 40 seconds E., 119.61 feet, thence S. 42 degrees 46 minutes 20 seconds E., 10.00 feet to the Northerly right of way line of the Iowa Interstate Railroad as now located, thence S. 47 degrees 11 minutes 30 seconds W., 142.44 feet along said Northerly line to the point of beginning.

AND

**08.23.251.002-**

**Owner: Michael & Chelsea Wilder**

Part of the Southwest Quarter of the Northeast Quarter of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, described as: beginning 343.58 feet North of the Southwest Corner of the Southwest Quarter of said Northeast Quarter, run North 206.73 feet, thence North 89°11'20" East 361.96 feet, thence South 0°37'40" East 260.63 feet, thence South 88°58'20" West 305.09 feet to the point of beginning.

AND

**08.23.400.005-**

**Owner: Iowa Interstate Railroad LLC**

Lot B in the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat Book B, at page 56 in the Office of the Recorder of said County.

AND

**08.23.502.006, 08.23.502.003, 08.23.502.007**

**Owner: Iowa Interstate Railroad LLC**

Railroad right-of-way in Section 23

AND

**08.23.400.006-**

**Owner: Iowa Interstate Railroad LTD (1060-795)**

Part of Lot B in the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat Book B, at page 56 in the Office of the Recorder of said County, described as beginning at the Southeast Corner of said Lot B; thence S 47°11'30"W 881.34 feet along the Northerly right of way line of the Iowa Interstate Railroad as now located, thence N 40°04'00"E 201.56 feet, thence N 47°11'30"E 400.00 feet, thence N 52°16'10"E 282.45 feet to the point of beginning. Containing 0.37 acres.

AND

**08.23.276.002-**

**Owner: Iowa Interstate Railroad LLC**

Part of Lot A of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat Book B, at page 56 in the Office of the Recorder of said County, as described as beginning at the Southwest Corner of said Lot A, thence N 0°45'50"E 34.50 feet along the west line of said Lot A, thence N 54°23'40"E 119.61 feet, thence S 42°46'20"E 10.00 feet to the Northerly right of way line of the Iowa Interstate Railroad as now located, thence S 47°11'30"W 142.44 feet along said Northerly line to the point of beginning. Containing 0.05 acres.

AND



**08.23.400.009-**

**Owner: Troy L & Kelly Birkenholtz**

Parcel G part of Parcel E as shown by Plat of Survey recorded in Plat Cabinet 970 at Page 419, located in the Southeast Quarter of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 1154 at Page 5 in the Office of the Recorder of said County.

AND

**08.23.400.007-**

**Owner: DM Langmaid Farms LLC (Contract buyer- Ross Langmaid)**

Parcel F, consisting of a part of Parcel B, a part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 970 at Page 419 in the Office of the Recorder of said County.

AND

**08.23.400.010-**

**Owner: Michelle Lynn Langmaid**

Parcel E, consisting of a part of Parcel B, a part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 970 at Page 419 in the office of the Jasper County Recorder, except Parcel G within Parcel E of the Southeast Quarter of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 1154 at Page 5 in the Office of the Recorder of said County.

AND

**08.23.400.002-**

**Owner: Robert Dale & Rebecca Lynn Braafhart**

Parcel A part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by plat recorded in Plat Book B, page 56 in the Office of the Recorder of said County.

AND

**08.23.400.003-**

**Owner: Iowa Regional Utilities**

Parcel E, consisting of a part of Parcel B, a part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., lying within the corporate limits of the City of Newton, Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 970 at Page 419 in the Office of the Recorder of said County.

WHEREAS, by resolution adopted on April 1, 2025, this Board directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed

Amendment No. 4 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 4 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the Board of Supervisors and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Chairperson of the Board of Supervisors, or their delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Board also set a public hearing on the adoption of the proposed Amendment No. 4 for this meeting of the Board, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Newton Daily News, Jasper County Tribune, Hometown Press, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 4, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Board in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 4 concerning the area of Jasper County, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Board for this area.

Section 2. This Board further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 4 conform to the general plan for the development of the County as a whole; and

c) Acquisition by the County is not immediately expected, however, as to any areas of open land to be acquired by the County included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this Board of Supervisors hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the County; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the County in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this County.

Section 4. That Amendment No. 4 to the Urban Renewal Plan for the Amended Jasper County Urban Renewal Area of Jasper County, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 4 to the Urban Renewal Plan for the Amended Jasper County Urban Renewal Area for Jasper County, State of Iowa"; Amendment No. 4, including all of the exhibits attached thereto, is hereby in all respects approved; and the County Auditor is hereby directed to file a certified copy of Amendment No. 4 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 4 shall be in full force and effect from the date of this Resolution until the Board amends or repeals the Plan. The proposed Amendment No. 4 shall be forthwith certified by the County Auditor, along with a copy of this Resolution, to the Recorder for Jasper County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 4, as well as all resolutions previously adopted by this Board of Supervisors related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 22<sup>nd</sup> day of April, 2025.

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

ATTEST:

\_\_\_\_\_  
County Auditor

*Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.*

ATTACH THE AMENDMENT  
LABELED AS EXHIBIT 1 HERE

**AMENDMENT NO. 4**  
**to the**  
**URBAN RENEWAL PLAN**  
  
**for the**  
  
**AMENDED JASPER COUNTY**  
**URBAN RENEWAL AREA**  
  
**JASPER COUNTY, IOWA**

**April 2025**



**Amendment No. 4 to the Urban Renewal Plan  
for the  
Amended Jasper County Urban Renewal Area**

**Jasper County, Iowa**

**INTRODUCTION**

The Urban Renewal Plan ("Plan") for the Amended Jasper County Urban Renewal Area ("Area" or "Urban Renewal Area") is being amended by this Amendment No. 4 ("Amendment") to remove land from the Urban Renewal Area. This Amendment does not make any other changes to the Plan or Area.

Except as modified by this Amendment No. 4, the provisions of the Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment No. 4 shall control. Any subsections not mentioned in this Amendment No. 4 shall continue to apply to the Plan, as previously amended.

**DESCRIPTION OF THE URBAN RENEWAL AREA**

The legal description of the property being removed from the Urban Renewal Area is attached hereto as Exhibit "A" and may be referred to as the "Amendment No. 4 Removal Area". The legal description of the Urban Renewal Area, subsequent to this Amendment No. 4, is attached hereto as Exhibit "B". A map of the Urban Renewal Area, as amended by this Amendment No. 4, is attached hereto as Exhibit "C."

**DEVELOPMENT PLAN**

The County has a general plan for the physical development of the County as a whole outlined in Planting Seeds for a Brighter Future, adopted in 2020 and revised in 2021. The Urban Renewal Plan, as amended by this Amendment No. 4, remains in conformity with the County's plan for the physical development of the County as a whole.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan, as amended. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the County.

**FINANCIAL DATA**

1.	Current Constitutional Debt Limit	\$210,680,134
2.	Current outstanding general obligation debt	\$12,060,000

### **EFFECTIVE PERIOD**

This Amendment No. 4 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Plan, any prior amendment, resolution, or document, the Plan, as amended, shall remain in effect until terminated by the City Council.

The use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the Iowa Code. Nothing in this Amendment shall alter the duration of the division of revenue as previously explained in the Plan, as previously amended.

### **REPEALER AND SEVERABILITY CLAUSE**

Any parts of the Plan, as previously amended, in conflict with this Amendment are hereby repealed.

If any part of this Amendment or the Plan, as amended, is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Amendment or the Plan as a whole, or any part of the Amendment or the Plan not determined to be invalid or unconstitutional.

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY BEING REMOVED FROM THE AMENDED**  
**JASPER COUNTY URBAN RENEWAL AREA BY THIS AMENDMENT NO. 4**

**08.26.127.002-**

**Phoenix Newton Land, LLC (2021-03052)**

Outlot "Y" of JEDCO Business Park Subdivision in the City of Newton, Jasper County, Iowa, recorded July 31, 2007, in Plat Cabinet A, Page 643 in the Office of the Recorder of said County, EXCEPT Parcel "J" in Outlot "Y" as appears in Plat of Survey of record in Book 1154, Page 242 in the Office of the Recorder of said County.

AND

**08.26.127.005-**

**Owner: Atlas Hydraulics Inc (2013-03810)**

Parcel "L" in the Plat of Survey shown in Book 1156, at Page 374, lying within Lot One of JEDCO Business Park Subdivision in the City of Newton, Jasper County, Iowa, as appears in Plat Cabinet A, at page 643 in the Office of the Recorder of said County, lying within Parcel "J" in Outlot "Y" of JEDCO Business Park in the City of Newton, Jasper County, Iowa, as recorded in a Plat of Survey shown in Book 1154, at page 242 in the Office of the Jasper County Recorder, together with the ingress/egress easement as shown on the Plat of Survey in Book 1156, at Page 374.

AND

**08.26.126.008-**

**Owner: Paul R. & Sheryl L. Parmley (2007-00850)**

Parcel "G" in the Northeast Quarter of the Northwest Quarter of Section Twenty-six, Township Eighty North, Range 19 West of the Fifth P.M., Jasper County, Iowa, as appears in Plat recorded in Book 1154, Page 48 in the Office of the Recorder of said County.

AND

**08.26.126.010-**

**KLJ Properties, LLC (2021-04549)**

Parcel "F" being a parcel of land lying within the Northeast Quarter of the Northwest Quarter of Section Twenty-six, Township Eighty North, Range Nineteen West of the Fifth P.M., Jasper County, Iowa, as it appears in Plat of Survey of record in Book 1153, at Page 420 in the Office of the Recorder of said County,

AND

Parcel "C" in the Northeast Quarter of the Northwest Quarter of Section Twenty-six, Township Eighty North, Range Nineteen West of the Fifth P.M., Jasper County, Iowa, as it appears in Plat of Survey of record in Book 1125, at Page 553 in the Office of the Recorder of said County, EXCEPT Parcel "D" of said Parcel

“C” as it appears in the Plat of Survey recorded in Book 1125, at Page 612A in the Office of the Recorder of said County.

AND

**08.14.400.009**

**Owner: Bruce L Brummel Trust (2017-00939)**

The Southwest Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa EXCEPT: Parcel "A" of the Southwest Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in the (Corrected) Plat of Survey of record in Book 1154, at page 299 in the Office of the Recorder of said County; AND EXCEPT: Parcel "C" of the Southwest Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in the (Corrected) Plat of Survey of record in Book 1154, at page 299 in the Office of the Recorder of said County.

AND

**08.14.400.010**

**Owner: Onnen Farms LLC (2018-01494)**

The Southeast Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, EXCEPT Commence at the Southeast corner of said Section 14, run thence West 10 rods, thence North 16 rods, thence East 10 rods, and thence South 16 rods to the place of beginning, AND EXCEPT beginning at the Northeast Corner of said Southeast Quarter of the Southeast Quarter, thence South 0°00' East, 347.16 feet along the East line of said Southeast Quarter of the Southeast Quarter; thence North 88°41' West, 524.32 feet; thence North 0°42' West, 338.26 feet to the North line of said Southeast Quarter of the Southeast Quarter; thence South 89°40' East 528.32 feet along said North line to the point of beginning, AND ALSO EXCEPT Parcel B of the Southeast Quarter of the Southeast Quarter of said Section 14, as appears in the (Corrected) Plat of Survey of record in Book 1154, at page 299 in the Office of the Recorder of said County.

AND

**08.14.400.006**

**Owner: Justin & Lisa Osborn (2019-03117)**

Part of the Southeast Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, described as beginning at the Northeast Corner of said Southeast Quarter of the Southeast Quarter, thence South 0°00' East, 347.16 feet along the East line of said Southeast Quarter of the Southeast Quarter; thence North 88°41' West, 524.32 feet; thence North 0°42' West, 338.26 feet to the North line of said Southeast Quarter of the Southeast Quarter; thence South 89°40' East 528.32 feet along said North line to the point of beginning.



AND

**08.14.400.008**

**Owner: Michael D. Hammer (2024-02306)**

Commence at the Southeast corner of Section Fourteen, Township Eighty North, Range Nineteen West of the Fifth P.M., Jasper County, Iowa, run thence West 10 rods, thence North 16 rods, thence East 10 rods, thence South 16 rods to the place of beginning.

AND

**08.23.202.001 & 08.23.251.001-**

**Owner: Iowa Interstate Railroad LLC**

West Half of the Northeast Quarter of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, except Parcels B and C in the West Half of the Northeast Quarter of said Section 23, as appears in the Corrected Plat of Survey in Book 1154 at page 299, in the office of the Recorder of said County; and except a tract of land located in the Southwest Quarter of the Northeast Quarter of said Section 23, described as beginning 343.58 feet North of the Southwest Corner of the Southwest Quarter of said Northeast Quarter, run North 206.73 feet, thence North 89°11'20" East 361.96 feet, thence South 0°37'40" East 260.63 feet, thence South 88°58'20" West 305.09 feet to the point of beginning.

AND

**08.23.276.001-**

**Owner: Iowa Interstate Railroad LLC**

Lot A of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat Book B at Page 56, in the Office of the Recorder of said County, except the West 425 feet, located on the North side of the North 33<sup>rd</sup> Avenue East and except Parcel A of Lot A of the East Half of said Section 23 as appears in Corrected Plat of Survey recorded in Book 1154, at page 299, in the Office of the Recorder of said County, AND also except part of said Lot A described as: Beginning at the Southwest Corner of said Lot A thence N. 0 degrees 45 minutes 50 seconds E., 34.50 feet along the West line of Lot A, thence N. 54 degrees 23 minutes 40 seconds E., 119.61 feet, thence S. 42 degrees 46 minutes 20 seconds E., 10.00 feet to the Northerly right of way line of the Iowa Interstate Railroad as now located, thence S. 47 degrees 11 minutes 30 seconds W., 142.44 feet along said Northerly line to the point of beginning.

AND

**08.23.251.002-**

**Owner: Michael & Chelsea Wilder**

Part of the Southwest Quarter of the Northeast Quarter of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, described as: beginning 343.58 feet North of the Southwest Corner of the Southwest Quarter of said Northeast Quarter, run North 206.73 feet, thence North 89°11'20" East

361.96 feet, thence South 0°37'40" East 260.63 feet, thence South 88°58'20" West 305.09 feet to the point of beginning.

AND

**08.23.400.005-**

**Owner: Iowa Interstate Railroad LLC**

Lot B in the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat Book B, at page 56 in the Office of the Recorder of said County.

AND

**08.23.502.006, 08.23.502.003, 08.23.502.007**

**Owner: Iowa Interstate Railroad LLC**

Railroad right-of-way in Section 23

AND

**08.23.400.006-**

**Owner: Iowa Interstate Railroad LTD (1060-795)**

Part of Lot B in the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat Book B, at page 56 in the Office of the Recorder of said County, described as beginning at the Southeast Corner of said Lot B; thence S 47°11'30" W 881.34 feet along the Northerly right of way line of the Iowa Interstate Railroad as now located, thence N 40°04'00" E 201.56 feet, thence N 47°11'30" E 400.00 feet, thence N 52°16'10" E 282.45 feet to the point of beginning. Containing 0.37 acres.

AND

**08.23.276.002-**

**Owner: Iowa Interstate Railroad LLC**

Part of Lot A of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat Book B, at page 56 in the Office of the Recorder of said County, as described as beginning at the Southwest Corner of said Lot A, thence N 0°45'50" E 34.50 feet along the west line of said Lot A, thence N 54°23'40" E 119.61 feet, thence S 42°46'20" E 10.00 feet to the Northerly right of way line of the Iowa Interstate Railroad as now located, thence S 47°11'30" W 142.44 feet along said Northerly line to the point of beginning. Containing 0.05 acres.

AND

**08.23.400.009-**

**Owner: Troy L & Kelly Birkenholtz**

Parcel G part of Parcel E as shown by Plat of Survey recorded in Plat Cabinet 970 at Page 419, located in the Southeast Quarter of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat of



Survey recorded in Plat Cabinet 1154 at Page 5 in the Office of the Recorder of said County.

AND

**08.23.400.007-**

**Owner: DM Langmaid Farms LLC (Contract buyer- Ross Langmaid)**

Parcel F, consisting of a part of Parcel B, a part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 970 at Page 419 in the Office of the Recorder of said County.

AND

**08.23.400.010-**

**Owner: Michelle Lynn Langmaid**

Parcel E, consisting of a part of Parcel B, a part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 970 at Page 419 in the office of the Jasper County Recorder, except Parcel G within Parcel E of the Southeast Quarter of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 1154 at Page 5 in the Office of the Recorder of said County.

AND

**08.23.400.002-**

**Owner: Robert Dale & Rebecca Lynn Braafhart**

Parcel A part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by plat recorded in Plat Book B, page 56 in the Office of the Recorder of said County.

AND

**08.23.400.003-**

**Owner: Iowa Regional Utilities**

Parcel E, consisting of a part of Parcel B, a part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., lying within the corporate limits of the City of Newton, Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 970 at Page 419 in the Office of the Recorder of said County.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF PROPERTY REMAINING IN THE AMENDED JASPER**  
**COUNTY URBAN RENEWAL AREA SUBSEQUENT TO THIS AMENDMENT NO. 4**

**08.23.201.002**

**Owner: Iron Horse Aviation, LLC (2022-07818)**

Parcel "C" of the Southwest Quarter of the Southeast Quarter of Section Fourteen, and Parcel "C" of the West Half of the Northeast Quarter of Section Twenty-three, all in Township Eighty North, Range Nineteen West of the Fifth P.M., Jasper County, Iowa, as appears in the Corrected Plat of Survey of record in Book 1154, at Page 299 in the Office of the Recorder of said County.

AND

**08.23.226.002**

**Owner: ILPT Newton Iowa LLC (2017-06066)**

Parcel "A" of the Southwest Quarter of the Southeast Quarter of Section Fourteen, AND Parcel "A" of the West half of the Northeast Quarter of Section Twenty-three, all In Township Eighty North, Range Nineteen West of the Fifth P.M., Jasper County, Iowa, as appears in the (Corrected) Plat of Survey of record in Book 1154, Page 299 in the Office of the County Recorder of Jasper County, Iowa, AND

Parcel "B" of the Southeast Quarter of the Southeast Quarter of Section Fourteen, AND Parcel "A" of Lot "A" of the East half of Section Twenty-three, as appears in Plat Book. "B", at Page 56, all in Township Eighty North, Range Nineteen West of the Fifth P.M., Jasper County, Iowa, as appears in the (Corrected) Plat of Survey of record in Book 1154, Page 299 In the Office of the County Recorder of Jasper County, Iowa.

AND

**08.24.100.009 & 08.24.100.006**

**Owner: Iowa Interstate Railroad LTD (2004-00067)**

Lot 2 in the Subdivision of the North Half of the Northwest Quarter of Section 24, Township 80, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat recorded in Plat Book B, Page 57, in the Office of the Recorder of said County, Except part of Parcel D of part of the Southwest Quarter of the Southwest Quarter of Section 13 and part of the Northwest Quarter of the Northwest Quarter of Section 24, all in Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat of Survey filed in Book 970, Page 321, and also as appears in Plat of Survey Retracement filed in Book 1153, Page 602, in the Office of the Recorder of said County, and Except part of Parcel F in the South Half (S1/2) of the Southwest Quarter (SW1/4) of Section 13, and in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 24, all in Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa. as appears in Plat Book 1153, Page 572, in the Office of the Recorder of said County.

AND

All that in the Southwest Quarter of said Northwest Quarter lying North and West of the Right-of-Way of the Iowa Interstate Railroad in Section 24; all in Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa,

AND

**08.13.300.013**

**Owner: Iowa Interstate Railroad LTD (2004-00067)**

The Southwest Quarter of the Southwest Quarter Section 13, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, Except part of Parcel "D" of part of the Southwest Quarter of the Southwest Quarter of Section 13 and part of the Northwest Quarter of the Northwest Quarter of Section 24, all in Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in Plat of Survey filed in Book 970, Page 321, in the Office of the Recorder of said County, and Except Parcel "E" in the South Half of the Southwest Quarter of Section 13, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in plat in Book 1153, Page 571, in the Office of the Recorder of said County, and Except part of Parcel "F" in the South Half (S1/2) of the Southwest Quarter (SW1/4) of Section 13, and in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 24, all in Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book 1153, Page 572, in the Office of the Recorder of said County, and Except Parcel "G" located in Parcel "D" in the Southwest Quarter of the Southwest Quarter of Section Thirteen, Township Eighty North, Range Nineteen West of the Fifth P.M., Jasper County, Iowa, as appears in the Plat of Survey of record in Book 1154, at page 475 in the Office of the Recorder of said County.

AND

**08.13.300.015**

**Owner: Iowa Interstate Railroad LTD (05-08433)**

Parcel "F" in the South Half (S1/2) of the Southwest Quarter (SW1/4) of Section 13, and in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 24, all in Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book 1153, Page 572, in the Office of the Recorder of said County.

AND

**08.13.300.019**

**Owner: Reg Newton LLC (2010-01259)**

Parcel "D" of part of the Southwest Quarter of the Southwest Quarter of Section 13 and part of the Northwest Quarter of the Northwest Quarter of Section 24, all in Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in Plat of Survey filed in Book 970, Page 321, and also as appears in Plat of Survey Retracement filed in Book 1153, Page 602, in the Office of the Recorder of said County, AND EXCEPT the following: Parcel "G" located in Parcel "D" in the Southwest Quarter of the Southwest Quarter of Section 13, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as

appears in Plat of Survey filed in Book 1154, Page 475 in the Office of the Recorder of said County.

AND

Parcel "E" in the South Half of the Southwest Quarter of Section 13, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in plat in Book 1153, Page 571, in the Office of the Recorder of said County.

AND

**08.13.300.018**

**Owner: Iowa Regional Utilities Assoc. (2010-00883)**

Parcel "G" located in Parcel "D" in the Southwest Quarter of the Southwest Quarter of Section Thirteen, Township Eighty North, Range Nineteen West of the Fifth P.M., Jasper County, Iowa, as appears in the Plat of Survey of record in Book 1154, at page 475 in the Office of the Recorder of said County.

AND

**08.13.300.016**

**Owner: Iowa Interstate Railroad LTD (A-432) (2004-00067)**

Parcel C in Lot 3 of the Subdivision of the Southeast Quarter of the Southwest Quarter of Section 13 and part of Lot 5 of the Subdivision of the Southeast Quarter of Section 13 and Lot 3 of the Subdivision of the North Half of the Northwest Quarter of Section 24 all in Township 80, Range 19 West of the 5<sup>th</sup> P.M., Except part of Parcel E in the South Half of the Southwest Quarter of Section 13, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book 1153, Page 571, in the Office of the Recorder of said County, and Except part of Parcel "F" in the South Half (S1/2) of the Southwest Quarter (SW1/4) of Section 13, and in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 24, all in Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book 1153, Page 572, in the Office of the Recorder of said County.

AND

**08.24.502.001, 08.13.502.001, 08.13.502.003**

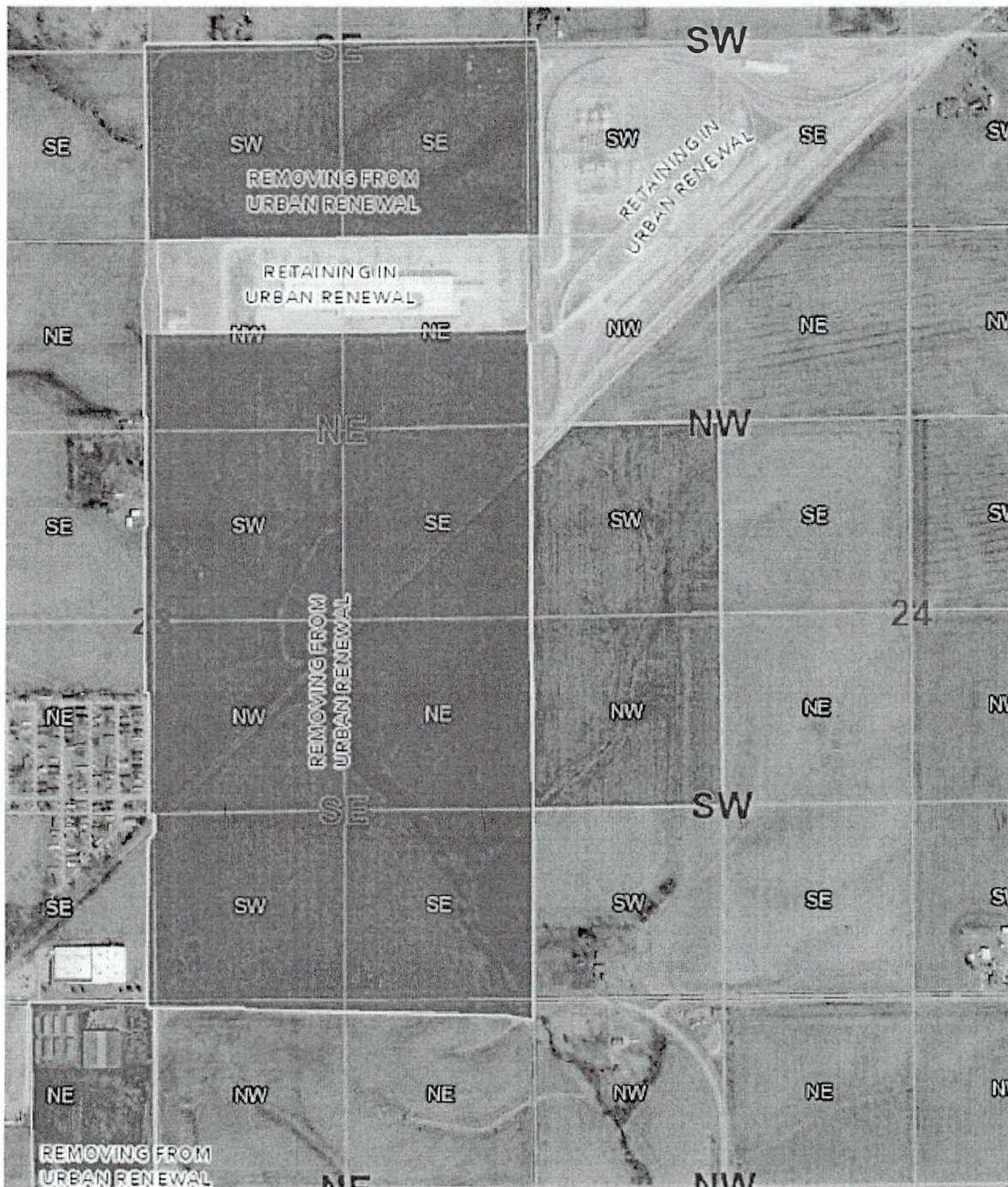
Railroad right-of-way in Sections 24 & 13

AND

The full right-of-way of E. 19<sup>th</sup> ST. N. adjacent to the remaining Area and the full right-of-way of E. 28<sup>th</sup> St. N. adjacent to the remaining Area.



**EXHIBIT C**  
**MAP OF AMENDED JASPER COUNTY URBAN RENEWAL AREA, AS AMENDED**  
**BY THIS AMENDMENT NO. 4**



4912-7773-8796-1\10747-062



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NOS. VI-II, VI-V, VI-V-A, VI-V-B, AND 22-D, AND PROVIDING THAT PROPERTY TAX REVENUES SHALL NO LONGER BE DIVIDED UNDER IOWA CODE SECTION 403.19 FOR **CERTAIN PROPERTY** REMOVED FROM THE AMENDED JASPER COUNTY URBAN RENEWAL AREA, IN JASPER COUNTY, STATE OF IOWA (**REMOVING “AMENDMENT NO. 4 REMOVAL AREA” FROM THE DIVISION OF PROPERTY TAX REVENUES**)

WHEREAS, Jasper County previously adopted Ordinance Nos. VI-II, VI-V, VI-V-A, VI-V-B, and 22-D (collectively the “Existing Ordinance”) to facilitate the division of property tax revenues under Iowa Code Section 403.19 for property located within the Amended Jasper County Urban Renewal Area (the “Area” or “Urban Renewal Area”); and

WHEREAS, territory now has been removed from the Amended Jasper County Urban Renewal Area through the adoption of Amendment No. 4 to the Urban Renewal Plan for the Amended Jasper County Urban Renewal Area (“Amendment No. 4”); and

WHEREAS, indebtedness has been incurred by the County, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the Amended Jasper County Urban Renewal Area, and the continuing needs of redevelopment within the Amended Jasper County Urban Renewal Area are such as to require the continued application of the incremental tax resources of the Amended Jasper County Urban Renewal Area; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

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

Section 1: That the following property removed from the Amended Jasper County Urban Renewal Area by Amendment No. 4 (referred to herein as the “Amendment No. 4 Removal Area”) shall be removed from the application of the Existing Ordinance, and shall no longer be subject to the division of taxes under Section 403.19 of the Code of Iowa described in said Existing Ordinance:

**08.26.127.002-**

**Phoenix Newton Land, LLC (2021-03052)**

Outlot “Y” of JEDCO Business Park Subdivision in the City of Newton, Jasper County, Iowa, recorded July 31, 2007, in Plat Cabinet A, Page 643 in the Office of the Recorder of said County, EXCEPT Parcel “J” in Outlot “Y” as appears in Plat of Survey of record in Book 1154, Page 242 in the Office of the Recorder of said County.

AND

**08.26.127.005-**

**Owner: Atlas Hydraulics Inc (2013-03810)**

Parcel "L" in the Plat of Survey shown in Book 1156, at Page 374, lying within Lot One of JEDCO Business Park Subdivision in the City of Newton, Jasper County, Iowa, as appears in Plat Cabinet A, at page 643 in the Office of the Recorder of said County, lying within Parcel "J" in Outlot "Y" of JEDCO Business Park in the City of Newton, Jasper County, Iowa, as recorded in a Plat of Survey shown in Book 1154, at page 242 in the Office of the Jasper County Recorder, together with the ingress/egress easement as shown on the Plat of Survey in Book 1156, at Page 374.

AND

**08.26.126.008-**

**Owner: Paul R. & Sheryl L. Parmley (2007-00850)**

Parcel "G" in the Northeast Quarter of the Northwest Quarter of Section Twenty-six, Township Eighty North, Range 19 West of the Fifth P.M., Jasper County, Iowa, as appears in Plat recorded in Book 1154, Page 48 in the Office of the Recorder of said County.

AND

**08.26.126.010-**

**KLJ Properties, LLC (2021-04549)**

Parcel "F" being a parcel of land lying within the Northeast Quarter of the Northwest Quarter of Section Twenty-six, Township Eighty North, Range Nineteen West of the Fifth P.M., Jasper County, Iowa, as it appears in Plat of Survey of record in Book 1153, at Page 420 in the Office of the Recorder of said County,

AND

Parcel "C" in the Northeast Quarter of the Northwest Quarter of Section Twenty-six, Township Eighty North, Range Nineteen West of the Fifth P.M., Jasper County, Iowa, as it appears in Plat of Survey of record in Book 1125, at Page 553 in the Office of the Recorder of said County, EXCEPT Parcel "D" of said Parcel "C" as it appears in the Plat of Survey recorded in Book 1125, at Page 612A in the Office of the Recorder of said County.

AND

**08.14.400.009**

**Owner: Bruce L Brummel Trust (2017-00939)**

The Southwest Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa EXCEPT: Parcel "A" of the Southwest Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, as appears in the (Corrected) Plat of Survey of record in Book 1154, at page 299 in the Office of the Recorder of said County; AND EXCEPT: Parcel "C" of the Southwest Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5th P.M., Jasper

County, Iowa, as appears in the (Corrected) Plat of Survey of record in Book 1154, at page 299 in the Office of the Recorder of said County.

AND

**08.14.400.010**

**Owner: Onnen Farms LLC (2018-01494)**

The Southeast Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, EXCEPT Commence at the Southeast corner of said Section 14, run thence West 10 rods, thence North 16 rods, thence East 10 rods, and thence South 16 rods to the place of beginning, AND EXCEPT beginning at the Northeast Corner of said Southeast Quarter of the Southeast Quarter, thence South 0°00' East, 347.16 feet along the East line of said Southeast Quarter of the Southeast Quarter; thence North 88°41' West, 524.32 feet; thence North 0°42' West, 338.26 feet to the North line of said Southeast Quarter of the Southeast Quarter; thence South 89°40' East 528.32 feet along said North line to the point of beginning, AND ALSO EXCEPT Parcel B of the Southeast Quarter of the Southeast Quarter of said Section 14, as appears in the (Corrected) Plat of Survey of record in Book 1154, at page 299 in the Office of the Recorder of said County.

AND

**08.14.400.006**

**Owner: Justin & Lisa Osborn (2019-03117)**

Part of the Southeast Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, described as beginning at the Northeast Corner of said Southeast Quarter of the Southeast Quarter, thence South 0°00' East, 347.16 feet along the East line of said Southeast Quarter of the Southeast Quarter; thence North 88°41' West, 524.32 feet; thence North 0°42' West, 338.26 feet to the North line of said Southeast Quarter of the Southeast Quarter; thence South 89°40' East 528.32 feet along said North line to the point of beginning.

AND

**08.14.400.008**

**Owner: Michael D. Hammer (2024-02306)**

Commence at the Southeast corner of Section Fourteen, Township Eighty North, Range Nineteen West of the Fifth P.M., Jasper County, Iowa, run thence West 10 rods, thence North 16 rods, thence East 10 rods, thence South 16 rods to the place of beginning.

AND

**08.23.202.001 & 08.23.251.001-**

**Owner: Iowa Interstate Railroad LLC**

West Half of the Northeast Quarter of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, except Parcels B and C in the West Half of the Northeast Quarter of said Section 23, as appears in the Corrected Plat of Survey in Book 1154 at page 299, in the office of the Recorder of said County; and

except a tract of land located in the Southwest Quarter of the Northeast Quarter of said Section 23, described as beginning 343.58 feet North of the Southwest Corner of the Southwest Quarter of said Northeast Quarter, run North 206.73 feet, thence North 89°11'20" East 361.96 feet, thence South 0°37'40" East 260.63 feet, thence South 88°58'20" West 305.09 feet to the point of beginning.

AND

**08.23.276.001-**

**Owner: Iowa Interstate Railroad LLC**

Lot A of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat Book B at Page 56, in the Office of the Recorder of said County, except the West 425 feet, located on the North side of the North 33<sup>rd</sup> Avenue East and except Parcel A of Lot A of the East Half of said Section 23 as appears in Corrected Plat of Survey recorded in Book 1154, at page 299, in the Office of the Recorder of said County, AND also except part of said Lot A described as: Beginning at the Southwest Corner of said Lot A thence N. 0 degrees 45 minutes 50 seconds E., 34.50 feet along the West line of Lot A, thence N. 54 degrees 23 minutes 40 seconds E., 119.61 feet, thence S. 42 degrees 46 minutes 20 seconds E., 10.00 feet to the Northerly right of way line of the Iowa Interstate Railroad as now located, thence S. 47 degrees 11 minutes 30 seconds W., 142.44 feet along said Northerly line to the point of beginning.

AND

**08.23.251.002-**

**Owner: Michael & Chelsea Wilder**

Part of the Southwest Quarter of the Northeast Quarter of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, described as: beginning 343.58 feet North of the Southwest Corner of the Southwest Quarter of said Northeast Quarter, run North 206.73 feet, thence North 89°11'20" East 361.96 feet, thence South 0°37'40" East 260.63 feet, thence South 88°58'20" West 305.09 feet to the point of beginning.

AND

**08.23.400.005-**

**Owner: Iowa Interstate Railroad LLC**

Lot B in the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat Book B, at page 56 in the Office of the Recorder of said County.

AND

**08.23.502.006, 08.23.502.003, 08.23.502.007**

**Owner: Iowa Interstate Railroad LLC**

Railroad right-of-way in Section 23

AND

**08.23.400.006-**



**Owner: Iowa Interstate Railroad LTD (1060-795)**

Part of Lot B in the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat Book B, at page 56 in the Office of the Recorder of said County, described as beginning at the Southeast Corner of said Lot B; thence S 47°11'30"W 881.34 feet along the Northerly right of way line of the Iowa Interstate Railroad as now located, thence N 40°04'00"E 201.56 feet, thence N 47°11'30"E 400.00 feet, thence N 52°16'10"E 282.45 feet to the point of beginning. Containing 0.37 acres.

AND

**08.23.276.002-**

**Owner: Iowa Interstate Railroad LLC**

Part of Lot A of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat Book B, at page 56 in the Office of the Recorder of said County, as described as beginning at the Southwest Corner of said Lot A, thence N 0°45'50"E 34.50 feet along the west line of said Lot A, thence N 54°23'40"E 119.61 feet, thence S 42°46'20"E 10.00 feet to the Northerly right of way line of the Iowa Interstate Railroad as now located, thence S 47°11'30"W 142.44 feet along said Northerly line to the point of beginning. Containing 0.05 acres.

AND

**08.23.400.009-**

**Owner: Troy L & Kelly Birkenholtz**

Parcel G part of Parcel E as shown by Plat of Survey recorded in Plat Cabinet 970 at Page 419, located in the Southeast Quarter of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 1154 at Page 5 in the Office of the Recorder of said County.

AND

**08.23.400.007-**

**Owner: DM Langmaid Farms LLC (Contract buyer- Ross Langmaid)**

Parcel F, consisting of a part of Parcel B, a part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 970 at Page 419 in the Office of the Recorder of said County.

AND

**08.23.400.010-**

**Owner: Michelle Lynn Langmaid**

Parcel E, consisting of a part of Parcel B, a part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 970 at Page 419 in the office of the Jasper County Recorder, except Parcel G within Parcel E of the Southeast Quarter of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup>

P.M., Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 1154 at Page 5 in the Office of the Recorder of said County.

AND

**08.23.400.002-**

**Owner: Robert Dale & Rebecca Lynn Braafhart**

Parcel A part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by plat recorded in Plat Book B, page 56 in the Office of the Recorder of said County.

AND

**08.23.400.003-**

**Owner: Iowa Regional Utilities**

Parcel E, consisting of a part of Parcel B, a part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., lying within the corporate limits of the City of Newton, Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 970 at Page 419 in the Office of the Recorder of said County.

Section 2. That all other portions of the Urban Renewal Area shall be and remain subject to all of the provisions of the Existing Ordinance; that the base value for the property remaining subject to the division of revenue shall remain unchanged by this ordinance; and that except as amended herein, the Existing Ordinance shall remain in full force and effect.

Section 3. That if any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. This ordinance shall be in effect after its final passage, approval and publication as provided by law.



PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

\_\_\_\_\_  
County Auditor

Read First Time: \_\_\_\_\_, 2025

Read Second Time: \_\_\_\_\_, 2025

Read Third Time: \_\_\_\_\_, 2025

PASSED AND APPROVED: \_\_\_\_\_, 2025.

I, \_\_\_\_\_, County Auditor of Jasper County, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. \_\_\_\_\_ passed and approved by the Board of Supervisors of the County at a meeting held \_\_\_\_\_, 2025, signed by the Chairperson on \_\_\_\_\_, 2025, and published in the Newton Daily News, Jasper County Tribune, Hometown Press on \_\_\_\_\_, 2025.

\_\_\_\_\_  
County Auditor, Jasper County, State of Iowa

(SEAL)

4913-9385-3495-1110747-062

## JASPER COUNTY ZONING COMMISSION MINUTES

April 16<sup>th</sup>, 2025

Jasper County Admin Building  
315 W 3<sup>rd</sup> St N - Newton, IA 50208

Meeting was called to order at 7:00 A.M. by Chairman Baxter.

**Roll Call:** Commission members present at roll call were Pat Gannon, Colton James, Ross Baxter and Eric Leonard. Jeremy Flores attended via zoom.

**Minutes Approval:** JAMES made a motion to approve the minutes from the 03/26/2025 meeting. Motion was seconded by LEONARD. **Motion carried – 5 aye, 0 nay.**

**Agenda Approval:** JAMES made a motion to approve the agenda for the current 04/16/2025 meeting. Motion was seconded by GANNON. **Motion carried – 5 aye, 0 nay.**

**Open Public Hearing:** LEONARD made a motion to open the public hearing to review and discuss changes to Jasper County Ordinance #04F. Motion was seconded by JAMES. **Motion carried – 5 aye, 0 nay.**

**Close Public Hearing:** After review and discussion of the changes to Jasper County Ordinance #04F, JAMES made a motion to close the public hearing. Motion was seconded by GANNON. **Motion carried – 5 aye, 0 nay.**

FLORES made a motion to recommend approval of the changes to the Jasper County Ordinance #04F with a modification to the presented exception in the Agricultural district with a 2-year vacancy instead of the proposed 1-year and approve the General Industrial as presented. Second by LEONARD. **Motion failed 2 aye (FLORES, LEONARD) - 3 nay (GANNON, JAMES, BAXTER)**

GANNON made a motion to recommend approval of the changes to Jasper County Ordinance #04F as presented. The motion was seconded by JAMES. **Motion carried – 4 aye, 1 nay (FLORES).**

**Open Public Hearing:** LEONARD made a motion to open a public hearing to discuss and review the change to the Jasper County Comprehensive Plan. Motion was seconded by GANNON, **Motion carried – 5 aye, 0 nay.**

**Close Public Hearing:** After review and discussion of the change to the Jasper County Comprehensive Plan, JAMES moved to close the public hearing. Motion was seconded by LEONARD. **Motion carried – 5 aye, 0 nay.**

JAMES made a motion to recommend approval of the change to the Jasper County Comprehensive Plan as presented. The motion was seconded by LEONARD. **Motion carried, 5 aye, 0 nay**

**Open Public Hearing:** GANNON made a motion to open a public hearing to discuss and review the Jasper Rail Park Plan concerning a proposed urban renewal area. Motion was seconded by JAMES. **Motion carried – 5 aye, 0 nay.**

Kevin Luetters discussed the economic and industrial goals stated in the comprehensive plan. The location of the Jasper Rail Park is located near the current industrial park which would promote responsible and efficient land use. Jeff Davidson gave an overview of the project and reiterated how this project satisfies many goals found in the county comprehensive plan.

**Close Public Hearing:** After review and discussion of the Jasper Rail Park Plan, JAMES moved to close the public hearing. Motion was seconded by LEONARD. **Motion carried – 5 aye, 0 nay.**

JAMES made a motion to recommend approval of the Jasper Rail Park Plan based on its consistency with the Jasper County Comprehensive Plan subject to the City of Newton approving the urban renewal area. The motion was seconded by GANNON. **Motion carried, 5 aye, 0 nay**

Public Comment: None.

Motion to Adjourn: **GANNON** made a motion to adjourn the meeting. Motion was seconded by **JAMES**. Motion was carried – **5 aye, 0 nay**. Meeting adjourned at 7:40 A.M.

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Chairman to the Jasper County Zoning Commission

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Secretary to the Jasper County Zoning Commission

April 7, 2025

Notice of a consultation to be held between Jasper County, State of Iowa and all affected taxing entities concerning the proposed Jasper Rail Park Urban Renewal Plan for Jasper County, State of Iowa.

Commenting at 9:00 a.m. on April 7, 2025, in the Jasper County Board of Supervisors room.

Those in attendance: Brandon Talsma, Jeff Davidson, Jenna Jennings, Teresa Arrowood, Jenn Cross, Evelyn George, Randy Ervin, Frank Liebl, Erin Chambers, Randy Van Roekel, and Chris Braunschweig.

Jeff Davidson spoke out about the overall project and the County becoming a partner with Iowa Interstate Railroad and Alliant Energy to acquire property. Amendment No. 4 to the existing Urban Renewal Area would clean up the current urban renewal area by removing the parcels we no longer need to be included. Randy Ervin spoke out showing the City of Newton's support in the project.

Jeff Davidson also spoke about the new Urban Renewal Area that the County is hoping to adopt. This coordinates with removing the old parcels and bringing more of the developmental property into the area. Jeff also mentioned by zeroing in more of the property would help be competitive in the future for development. They would like to see it in site ready condition before they start marketing it. Randy Ervin also wanted it on record that the city is still standing firm on the annexation portion and that the negotiating team has been working hard to try and come to an agreement. He stated that he had a more formal statement but would hand that to the County after the consultation meeting. Jenna Jennings spoke out on where the County stood with annexation, meaning the County would like to see property annexed into the city as property is acquired and the need is presented.

The meeting concluded at 9:10 a.m. as there were no more comments or questions on the Urban Renewal Area and Amendment No. 4 to the existing Urban Renewal Area.



*NOTICE OF A CONSULTATION TO BE HELD BETWEEN JASPER COUNTY, STATE OF IOWA AND ALL  
AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED JASPER RAIL PARK URBAN RENEWAL  
PLAN FOR JASPER COUNTY, STATE OF IOWA*

Commencing at 9:00 A.M. on April 7, 2025, in the Supervisors Room, County Courthouse,  
101 1<sup>st</sup> Street N, Newton, Iowa

**City of Newton Response to the Proposed Jasper Rail Park Urban Renewal Plan**

Consulting with an attorney who specializes in local government financing, also known as bond counsel, is a standard operating procedure for the City of Newton, and a best practice for all local governments in the State of Iowa when considering the establishment of an urban renewal area.

To protect the interests of the residents of the City of Newton, the City's bond counsel has advised the City's elected officials not to approve the Joint Agreement to establish this urban renewal area until after a voluntary annexation (at the request of the landowners in the entire project area) is completed.

Chapter 403 of the Iowa Code clearly requires Newton City Council approval of this urban renewal plan in order for it to legally move forward.





**Auditor's Office**  
**Jenna Jennings**

Jasper County Auditor  
Commissioner of Elections  
[jjennings@jaspercounty.iowa.gov](mailto:jjennings@jaspercounty.iowa.gov)

Consistent with Iowa Code Section 403.5(2)(b)(2), please let this letter serve as confirmation of the County's receipt of the City's written statement provided to the County at the consultation held on April 7, 2025, in relation to the proposed Jasper Rail Park Urban Renewal Plan.

Because the City's written statement did not make any recommendations for modifications to the proposed division of revenue, no further response from the County is required.

Thank you for participating in the consultation process.

**Deputies Melissa Hartgers Teresa Arrowood Kristin Carley**

Jasper County Courthouse, 101 1<sup>st</sup> Street N, P.O. Box 944, Newton, Iowa 50208  
Telephone 641-792-7016 Fax 641-792-1053

April 22, 2025

The Board of Supervisors of Jasper County, State of Iowa, met in \_\_\_\_\_ session, in the Supervisors Room, County Courthouse, 101 1st Street N, Newton, Iowa, at 9:30 A.M., on the above date. There were present Chairperson \_\_\_\_\_, in the chair, and the following named Board Members:

\_\_\_\_\_

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

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

\* \* \* \* \*

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Jasper Rail Park Urban Renewal Plan, the Chairperson first asked for the report of the Chairperson of the Board of Supervisors, or their delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Plan. The Board was informed that the consultation was duly held as ordered by the Board, and that \_\_\_\_\_ written recommendations were received from affected taxing entities. The report of the Chairperson of the Board of Supervisors, or their delegate, with respect to the consultation was placed on file for consideration by the Board.

The County also was informed that the proposed Plan had been approved by the Planning and Zoning Commission as being in conformity with the general plan for development of the County as a whole, as set forth in the minutes or report of the Commission. The Commission's report or minutes were placed on file for consideration by the Board.

The Chairperson then asked the County Auditor whether any written comments had been filed with respect to the proposed Plan, and the County Auditor reported that \_\_\_\_\_ written comments thereto had been filed. The Chairperson then called for any oral comments to the adoption of the Jasper Rail Park Urban Renewal Plan and \_\_\_\_\_ were made. The public hearing was then closed.

{Attach summary of comments here,  
or include summary of comments in meeting minutes}

Board Member \_\_\_\_\_ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE COUNTY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE COUNTY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE JASPER RAIL PARK URBAN RENEWAL PLAN" and moved:

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, at this place.

Board Member \_\_\_\_\_ seconded the motion. The roll was called, and the vote was:

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

\_\_\_\_\_

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

Whereupon, the Chairperson declared the measure duly adopted.

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

RESOLUTION DETERMINING AN AREA OF THE COUNTY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE COUNTY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE JASPER RAIL PARK URBAN RENEWAL PLAN

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the County and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the County; and

WHEREAS, this Board has caused there to be prepared a proposed Jasper Rail Park Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Jasper Rail Park Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1 and which is incorporated herein by reference; and

WHEREAS, the purpose of the Plan is to form the Jasper Rail Park Urban Renewal Area as an area suitable for economic development and to include a list of proposed projects to be undertaken within the Urban Renewal Area, and a copy of the Plan has been placed on file for public inspection in the office of the County Auditor; and

WHEREAS, the property proposed to be included in the Urban Renewal Area is legally described in the Plan and this Board has reasonable cause to believe that the Area described in the Plan satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan; and

WHEREAS, the proposed Urban Renewal Area includes land classified as agricultural land and consequently written permission of the current owners has been obtained; and

WHEREAS, the land proposed to be included in the Area contains property within the city limits, or within two miles of the city limits, of the City of Newton, Iowa, and the City has executed the Joint Agreement attached to the Plan as Exhibit D to allow the County to operate within the Area; and

WHEREAS, it is desirable that the Urban Renewal Area be redeveloped as described in the proposed Urban Renewal Plan to be known hereafter as the "Jasper Rail Park Urban Renewal Plan"; and



WHEREAS, the Iowa statutes require the Board of Supervisors to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the County as a whole, prior to Board of Supervisors approval thereof; and

WHEREAS, creation of the Urban Renewal Area and adoption of the Urban Renewal Plan therefore has been approved by the Planning and Zoning Commission for the County as being in conformity with the general plan for development of the County as a whole, as evidenced by its written report and recommendation filed herewith, which report and recommendation is hereby accepted, approved in all respects and incorporated herein by this reference; and

WHEREAS, by resolution adopted on April 1, 2025, this Board directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the Board of Supervisors and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Chairperson of the Board of Supervisors, or their delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Board also set a public hearing on the adoption of the proposed Urban Renewal Plan for this meeting of the Board, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Newton Daily News, the Jasper County Tribune, and the Hometown Press, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Board in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in the proposed "Jasper Rail Park Urban Renewal Plan" for the area of Jasper County, State of Iowa, legally described and depicted in the Plan and incorporated herein by reference (which area shall hereinafter be known as the "Jasper Rail Park Urban Renewal Area"), be and the same are hereby adopted and approved as the findings of this Board for this area.

Section 2. This Board further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and

sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Urban Renewal Plan conforms to the general plan for the development of the County as a whole; and

c) Acquisition by the County is not immediately expected, however, as to any areas of open land to be acquired by the County included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this Board of Supervisors hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the County; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the County in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area is an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this County.

Section 4. That the Urban Renewal Plan, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as the "Jasper Rail Park

Urban Renewal Plan for the Jasper Rail Park Urban Renewal Area"; the Urban Renewal Plan for such area is hereby in all respects approved; the Chairperson and County Auditor are authorized to execute the Joint County Agreement; and the County Auditor is hereby directed to file a certified copy of the Urban Renewal Plan with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Board amends or repeals the Plan. Said Urban Renewal Plan shall be forthwith certified by the County Auditor, along with a copy of this Resolution, to the Recorder for Jasper County, Iowa, to be filed and recorded in the manner provided by law.

PASSED AND APPROVED this 22<sup>nd</sup> day of April, 2025.

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Chairperson, Board of Supervisors

ATTEST:

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County Auditor

Label the Plan as Exhibit 1 (with all exhibits) and attach it to this Resolution.

ATTACH THE PLAN LABELED AS  
EXHIBIT 1 HERE

**JASPER RAIL PARK  
URBAN RENEWAL PLAN**

**for the**

**JASPER RAIL PARK  
URBAN RENEWAL AREA**

**JASPER COUNTY, IOWA**

**April 2025**



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- A. LEGAL DESCRIPTION OF JASPER RAIL PARK URBAN RENEWAL AREA
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**Jasper Rail Park Urban Renewal Plan  
for the  
Jasper Rail Park Urban Renewal Area**

**Jasper County, Iowa**

**A. INTRODUCTION**

The Jasper Rail Park Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Jasper Rail Park Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote commercial and industrial economic development within Jasper County, Iowa (the “County”). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new commercial and industrial development.

In order to achieve these objectives, the County intends to undertake urban renewal activities within the Urban Renewal Area, pursuant to the powers granted to the County under Chapter 403 and Chapter 15A of the Code of Iowa, as amended.

**B. DESCRIPTION OF THE URBAN RENEWAL AREA**

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.”

The County reserves the right to modify the boundaries of the Area at some future date.

**C. AREA DESIGNATION**

With the adoption of this Plan, the County designates this Urban Renewal Area as an area that is appropriate for the promotion of economic development (commercial and industrial).

**D. BASE VALUE**

If the Jasper Rail Park Urban Renewal Area is legally established and a Tax Increment Financing (TIF) Ordinance is adopted, the “base value” will be the assessed value of the taxable property within the TIF Ordinance area as of January 1 of the calendar year preceding the calendar year in which the County first certifies the amount of any debt on the Area.

**E. DEVELOPMENT PLAN**

The County has a general plan for the physical development of the County as a whole outlined in Planting Seeds for a Brighter Future, adopted in 2020 and revised in 2021. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects, are in conformity with the County’s plan for the physical development of the County as a whole.

The property in the Urban Renewal Area is currently zoned as Industrial and Agricultural, and it is anticipated the property zoned as Agricultural will be rezoned Industrial. This Urban Renewal

Plan does not in any way replace or modify the County's current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the County.

#### **F. PLAN OBJECTIVES**

Renewal activities are designed to provide opportunities, incentives, and sites for new and existing economic development within the Area and to promote economic development (commercial and industrial). More specific objectives for the development and redevelopment within the Jasper Rail Park Urban Renewal Area are as follows:

1. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
2. To plan for and provide sufficient land for commercial and industrial development in a manner that is efficient from the standpoint of providing municipal services.
3. To provide for the installation of public works and facilities including, but not limited to, roadways, water, sanitary sewer and other public improvements, which contribute to the development of the Area and to the sound development of the entire County.
4. To encourage commercial and industrial growth and expansion through governmental policies which make it economically feasible to do business.
5. To provide a more marketable and attractive investment climate through the use of various federal, state and local incentives.
6. To stimulate, through public action and commitment, private investment in new and existing commercial and/or industrial development.
7. To improve the conditions and opportunities for economic development (commercial and industrial).
8. To help develop a sound economic base that will serve as the foundation for future growth and development.

#### **G. TYPES OF RENEWAL ACTIVITIES**

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the County intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure including but not limited to roadways, water, sanitary sewer, public utilities or other facilities in connection with urban renewal projects.
3. To make loans, forgivable loans, grants, tax rebate payments or other types of economic development grants or incentives to private persons, local development organizations, or businesses for economic development purposes on such terms as may be determined by the Board of Supervisors.
4. To borrow money and to provide security therefor.
5. To acquire or dispose of property.
6. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
7. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
8. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
9. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for Jasper County

Nothing herein shall be construed as a limitation on the power of the County to exercise any lawful power granted to the County under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

## **H. ELIGIBLE URBAN RENEWAL PROJECTS**

Although certain project activities may occur over a period of years, the Eligible Urban Renewal Projects under this Urban Renewal Plan include:

### **1. Public Improvements**

Urban Renewal Project Description	Estimated Time Period	Estimated Cost	Rationale
The construction of roads and sanitary sewer in the Area as and to the extent necessary to attract commercial and industrial businesses to the rail park.	2025-2035	\$10,000,000	The addition of roads and sanitary sewer infrastructure to the rail park is necessary to attract commercial and industrial businesses, which in turn will add jobs and increase the property tax base in the County and surrounding area.

**2. Acquisition of Properties for Commercial/Industrial Development:** The County anticipates entering into an agreement with Iowa Interstate Railroad, LLC (the “Railroad”) and Interstate Power and Light Company (the “Energy Company”) in which the Railroad would acquire certain property within the Urban Renewal Area to be used as a rail park (“Development Property”) with funding support from the County and Energy Company. Additional activities undertaken as part of this project may include participation on an advisory committee that will manage the future disposal of portions of the Development Property to developers for industrial development, marketing properties for transfer to industrial businesses, and related activities. The County anticipates the development of the Development Property will commence following transfer to one or more developers approved under the terms of the agreement and will be continued over a number of years. The County’s share of funding support for Railroad’s acquisition of the Development Property is not expected to exceed \$4,000,000, which amount may be borrowed under the authority provided by Iowa Code Chapter 403. The County anticipates that it will be reimbursed for its contribution to the project from proceeds of the sale of the Development Property to developers, although tax increment financing may also be utilized to reimburse the County for its contribution. The rail park offers unique opportunities for developers to ship products via rail operated by the Railroad which connects to Class 1 railways. This would allow product to be shipped coast to coast. It also offers easy access to Iowa Interstate 80 to ship via truck. The park would offer quality employment, encouraging families to plant roots in Jasper County.

**3. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning**

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to exceed \$50,000

### **I. FINANCIAL DATA**

1.	Current Constitutional Debt Limit	\$210,680,134
2.	Current outstanding general obligation debt	\$12,060,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for	\$14,050,000



	<p>planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the County's constitutional debt limit be exceeded. The Board of Supervisors will consider each project proposal on a case-by-case basis to determine if it is in the County's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:</p>	<p>(This amount does not include costs related to financing.)</p>
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## **J. URBAN RENEWAL FINANCING**

The County intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The County has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

### **A. Tax Increment Financing.**

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the County to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the County, and in any event upon the expiration of the tax increment district.

### **B. General Obligation Bonds.**

Under Subchapter IV of Chapter 331 and Chapter 403 of the *Code of Iowa*, the County has the authority to issue and sell general obligation bonds for specified purposes, including the acquisition and construction of certain public improvements within the Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the County. It may be, the County will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The County may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the County may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan

agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the County may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the County may determine to use tax increment financing to reimburse the County for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the County to exercise any lawful power granted to the County under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

#### **K. PROPERTY ACQUISITION/DISPOSITION**

The County will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

#### **L. RELOCATION**

The County does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the County will follow all applicable relocation requirements.

#### **M. AGRICULTURAL LAND**

Because the Urban Renewal Area contains land that is defined as “agricultural land” by Iowa Code Section 403.17(3), the County must acquire consent from the owner(s) of the agricultural land prior to including such land in the Urban Renewal Area. The County has requested consent from the owner(s) of agricultural land proposed to be included in the Urban Renewal Area. A copy of the agricultural landowner agreements is, or will be, attached hereto as Exhibit “C.” The original signed agreement(s) will be placed on file in the County Auditor’s office.

#### **N. JOINT COUNTY/CITY AGREEMENT**

As the Urban Renewal Area is partially within the city limits of the City of Newton, Iowa, and partially within two miles of the city limits, the County has sought a joint agreement with the City pursuant to section 403.17 of the Code of Iowa. That agreement authorizes the County to carry out project activities within the Urban Renewal Area. A draft copy of the joint agreement is attached hereto as Exhibit D and an executed copy will be available for inspection at the County Auditor’s office upon adoption of this Plan.

#### **O. STATE AND LOCAL REQUIREMENTS**

All provisions necessary to conform to state and local laws will be complied with by the County and the developer in implementing this Urban Renewal Plan and its supporting documents.

#### **P. URBAN RENEWAL PLAN AMENDMENTS**

This Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, a change in the Area, to add or change land use controls and regulations, to modify goals or types of renewal activities, to add or change urban renewal projects, or to amend property acquisition and disposition provisions. The Board of Supervisors may amend this Plan in accordance with applicable state law.

#### **Q. EFFECTIVE PERIOD**

This Urban Renewal Plan will become effective upon its adoption by the Board of Supervisors and will remain in effect as a Plan until it is repealed by the Board of Supervisors.

With respect to any property covered by this Plan which is included in an ordinance which designates that property as a tax increment area, the use of incremental property tax revenues, or the "division of revenue" as those words are used in Chapter 403 of the Code of Iowa, currently is limited to twenty (20) years from the calendar year following the calendar year in which the County (following adoption of a TIF ordinance) first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property. The division of revenues shall continue pursuant to the terms of each TIF ordinance for the maximum period allowed by law. However, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the Iowa Code) by the County for activities carried out under this Plan shall be limited as deemed appropriate by the Board of Supervisors and consistent with all applicable provisions of law.

#### **R. SEVERABILITY CLAUSE**

If any part of the Plan is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Plan as a whole, or any part of the Plan not determined to be invalid or unconstitutional.

**EXHIBIT A**  
**LEGAL DESCRIPTION OF JASPER RAIL PARK URBAN RENEWAL AREA**

**Parcel 08.23.202.001 & 08.23.251.001-**

**Owner: Iowa Interstate Railroad LLC**

West Half of the Northeast Quarter of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, except Parcels B and C in the West Half of the Northeast Quarter of said Section 23, as appears in the Corrected Plat of Survey in Book 1154 at page 299, in the office of the Recorder of said County; and except a tract of land located in the Southwest Quarter of the Northeast Quarter of said Section 23, described as beginning 343.58 feet North of the Southwest Corner of the Southwest Quarter of said Northeast Quarter, run North 206.73 feet, thence North 89°11'20" East 361.96 feet, thence South 0°37'40" East 260.63 feet, thence South 88°58'20" West 305.09 feet to the point of beginning.

AND

**Parcel 08.23.251.002-**

**Owner: Michael & Chelsea Wilder**

Part of the Southwest Quarter of the Northeast Quarter of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, described as: beginning 343.58 feet North of the Southwest Corner of the Southwest Quarter of said Northeast Quarter, run North 206.73 feet, thence North 89°11'20" East 361.96 feet, thence South 0°37'40" East 260.63 feet, thence South 88°58'20" West 305.09 feet to the point of beginning.

AND

**Parcel 08.23.400.005-**

**Owner: Iowa Interstate Railroad LLC**

Lot B in the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat Book B, at page 56 in the Office of the Recorder of said County.

AND

**Parcel 08.23.400.006-**

**Owner: Iowa Interstate Railroad LTD**

Part of Lot B in the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat Book B, at page 56 in the Office of the Recorder of said County, described as beginning at the Southeast Corner of said Lot B; thence S 47°11'30"W 881.34 feet along the Northerly right of way line of the Iowa Interstate Railroad as now located, thence N 40°04'00"E 201.56 feet, thence N 47°11'30"E 400.00 feet, thence N 52°16'10"E 282.45 feet to the point of beginning.

Containing 0.37 acres.

AND

**Parcel 08.23.276.001-**

**Owner: Iowa Interstate Railroad LLC**

Lot A of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat Book B at Page 56, in the Office of the Recorder of



said County, except the West 425 feet, located on the North side of the North 33<sup>rd</sup> Avenue East and except Parcel A of Lot A of the East Half of said Section 23 as appears in Corrected Plat of Survey recorded in Book 1154, at page 299, in the Office of the Recorder of said County, AND also except part of said Lot A described as: Beginning at the Southwest Corner of said Lot A thence N. 0 degrees 45 minutes 50 seconds E., 34.50 feet along the West line of Lot A, thence N. 54 degrees 23 minutes 40 seconds E., 119.61 feet, thence S. 42 degrees 46 minutes 20 seconds E., 10.00 feet to the Northerly right of way line of the Iowa Interstate Railroad as now located, thence S. 47 degrees 11 minutes 30 seconds W., 142.44 feet along said Northerly line to the point of beginning.

AND

**Parcel 08.23.276.002-**

**Owner: Iowa Interstate Railroad LLC**

Part of Lot A of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat Book B, at page 56 in the Office of the Recorder of said County, as described as beginning at the Southwest Corner of said Lot A, thence N 0°45'50"E 34.50 feet along the west line of said Lot A, thence N 54°23'40"E 119.61 feet, thence S 42°46'20"E 10.00 feet to the Northerly right of way line of the Iowa Interstate Railroad as now located, thence S 47°11'30"W 142.44 feet along said Northerly line to the point of beginning. Containing 0.05 acres.

AND

**Parcel: 08.23.400.007-**

**Owner: DM Langmaid Farms LLC (Contract buyer- Ross Langmaid)**

Parcel F, consisting of a part of Parcel B, a part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 970 at Page 419 in the Office of the Recorder of said County.

AND

**Parcel 08.23.400.002-**

**Owner: Robert Dale & Rebecca Lynn Braafhart**

Parcel A part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by plat recorded in Plat Book B, page 56 in the Office of the Recorder of said County.

AND

**Parcel 08.23.400.003-**

**Owner: Iowa Regional Utilities**

Parcel E, consisting of a part of Parcel B, a part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., lying within the corporate limits of the City of Newton, Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 970 at Page 419 in the Office of the Recorder of said County.

AND

**Parcel 08.23.400.009-**

**Owner: Troy L & Kelly Birkenholtz**

Parcel G part of Parcel E as shown by Plat of Survey recorded in Plat Cabinet 970 at Page 419, located in the Southeast Quarter of Section 23, Township 80 North, Range 19 West of



the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 1154 at Page 5 in the Office of the Recorder of said County.

AND

**Parcel 08.23.400.010-**

**Owner: Michelle Lynn Langmaid**

Parcel E, consisting of a part of Parcel B, a part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 970 at Page 419 in the office of the Jasper County Recorder, except Parcel G within Parcel E of the Southeast Quarter of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 1154 at Page 5 in the Office of the Recorder of said County.

AND

**08.14.400.009**

Owner: Bruce L Brummel Trust (2017-00939)

The Southwest Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa EXCEPT: Parcel "A" of the Southwest Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in the (Corrected) Plat of Survey of record in Book 1154, at page 299 in the Office of the Recorder of said County; AND EXCEPT: Parcel "C" of the Southwest Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in the (Corrected) Plat of Survey of record in Book 1154, at page 299 in the Office of the Recorder of said County.

AND

**08.14.400.010**

Owner: Onnen Farms LLC (2018-01494)

The Southeast Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, EXCEPT Commence at the Southeast corner of said Section 14, run thence West 10 rods, thence North 16 rods, thence East 10 rods, and thence South 16 rods to the place of beginning, AND EXCEPT beginning at the Northeast Corner of said Southeast Quarter of the Southeast Quarter, thence South 0°00' East, 347.16 feet along the East line of said Southeast Quarter of the Southeast Quarter; thence North 88°41' West, 524.32 feet; thence North 0°42' West, 338.26 feet to the North line of said Southeast Quarter of the Southeast Quarter; thence South 89°40' East 528.32 feet along said North line to the point of beginning, AND ALSO EXCEPT Parcel B of the Southeast Quarter of the Southeast Quarter of said Section 14, as appears in the (Corrected) Plat of Survey of record in Book 1154, at page 299 in the Office of the Recorder of said County.

AND

**08.14.400.006**

Owner: Justin & Lisa Osborn (2019-03117)

Part of the Southeast Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, described as beginning at the Northeast Corner of said Southeast Quarter of the Southeast Quarter, thence South 0°00' East, 347.16 feet along the East line of said Southeast Quarter of the Southeast Quarter;

thence North 88°41' West, 524.32 feet; thence North 0°42' West, 338.26 feet to the North line of said Southeast Quarter of the Southeast Quarter; thence South 89°40' East 528.32 feet along said North line to the point of beginning.

AND

**08.14.400.008**

Owner: Michael D. Hammer (2024-02306)

Commence at the Southeast corner of Section Fourteen, Township Eighty North, Range Nineteen West of the Fifth P.M., Jasper County, Iowa, run thence West 10 rods, thence North 16 rods, thence East 10 rods, thence South 16 rods to the place of beginning.

AND

**08.23.502.007, 08.23.502.003 & 08.23.502.006**

Railroad right-of-way in Section 23

AND

**08.13.502.003 –**

Railroad right-of-way in Section 13

AND

**08.24.300.008-**

**Owner: Corinna Stokka (2015-04826)**

Parcel A in the Southwest Quarter of the Southwest Quarter Section 24, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 1153 at Page 80, and except Parcel B within Parcel A Southwest Quarter as shown by Plat of Survey recorded in Plat Cabinet 1157 at Page 64 in the Office of the Recorder of said County.

AND

**08.24.300.009-**

**Owner: Corinna Stokka (2015-04826)**

Parcel B within Parcel A of the Southwest Quarter Section 24, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa as shown by Plat of Survey recorded in Plat Cabinet 1157 at Page 64 in the Office of the Recorder of said County.

AND

**Parcels 08.24.100.005 & 08.24.100.007-**

**Owner: Charles D & Jewel A Gullett Trust**

South Half of the Northwest Quarter in Section 24, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, except the Southwest Quarter of the Northwest Quarter lying North and West of the Railroad right-of-way.

AND

**Parcels 08.24.300.001, 08.24.300.002, 08.24.300.004 & 08.24.300.007-**

**Owner: Charles D & Jewel A Gullett Trust**

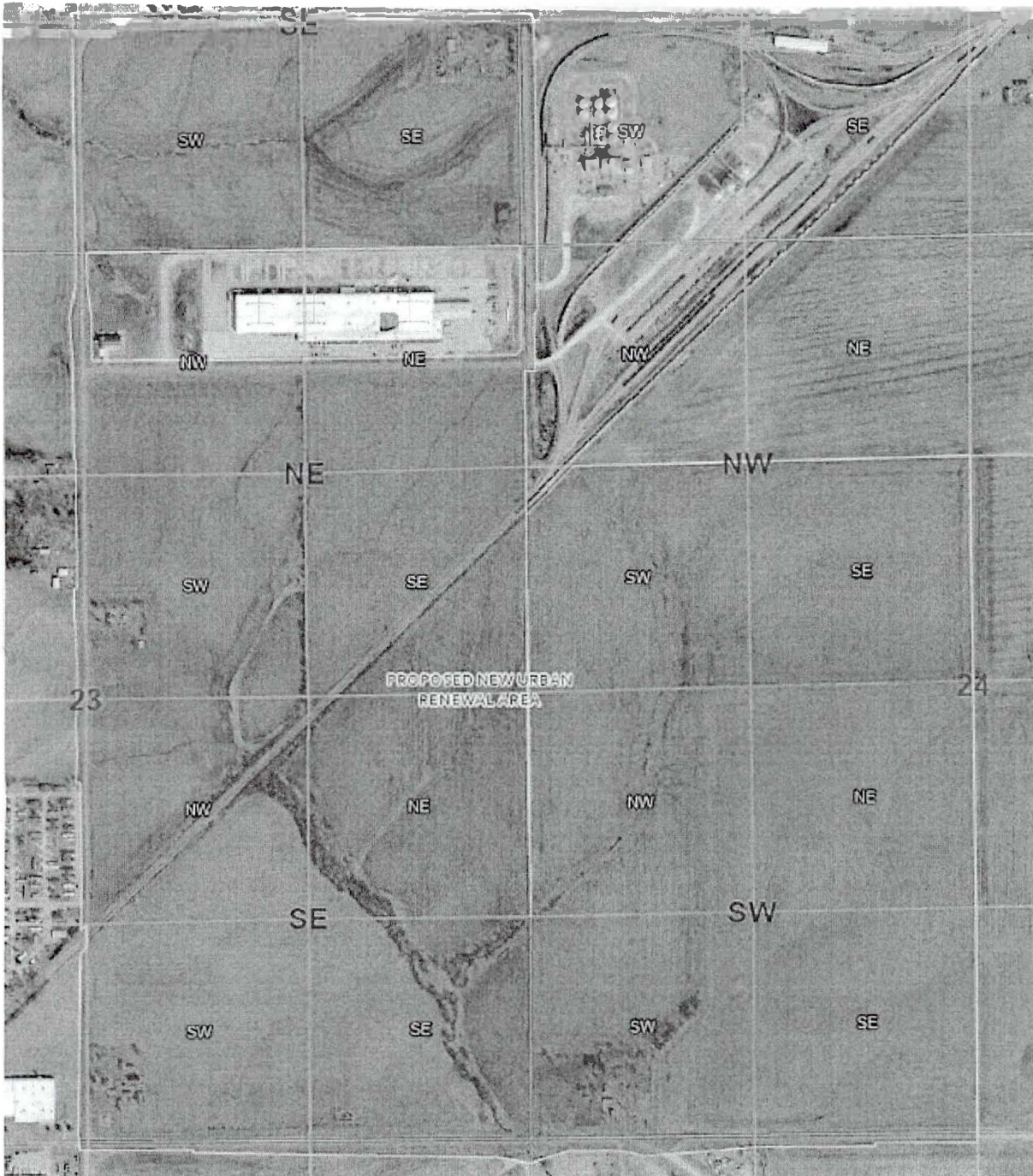
The Southwest Quarter of Section 24, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, except Parcel A in the Southwest Quarter of the Southwest Quarter as shown by Plat of Survey recorded in Plat Cabinet 1153 at Page 80, and except Parcel B within Parcel A in the Southwest Quarter of the Southwest Quarter as shown by Plat of Survey recorded in Plat Cabinet 1157 at Page 64 in the Office of the Recorder of said County.

AND

The full right-of-way of E. 19<sup>th</sup> St. N. adjacent to the Area and the full right-of-way of E. 28<sup>th</sup> St. N. adjacent to the Area.



**EXHIBIT B**  
**MAP OF JASPER RAIL PARK URBAN RENEWAL AREA**



**EXHIBIT C**  
**AGREEMENT TO INCLUDE AGRICULTURAL LAND**  
**IN THE JASPER RAIL PARK URBAN RENEWAL AREA**

WHEREAS, Jasper County, Iowa, (the "County") has proposed to establish the Jasper Rail Park Urban Renewal Area (the "Urban Renewal Area"), pursuant to Iowa Code Chapter 403, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the Urban Renewal Area will include certain property which is owned by the Agricultural Landowner listed below; and

WHEREAS, Iowa Code Section 403.17(10) provides that no property which meets the definition of "agricultural land" set forth in Iowa Code Section 403.17(3) may be included in an urban renewal area until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that all or a portion of the property proposed to be included in the Urban Renewal Area and owned by the Agricultural Landowner meets the definition of "agricultural land" in Section 403.17(3).

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Landowner as follows:

1. The Agricultural Landowner hereby certifies that he/she is the owner of certain property meeting the definition of "agricultural land" that is proposed to be included in the Urban Renewal Area

2. The Agricultural Landowner hereby agrees that Jasper County, Iowa, may include the portion of the property owned by the Agricultural Landowner in the Urban Renewal Area.

3. The Agricultural Landowner further authorizes the governing body of Jasper County, Iowa, to pass any resolution or ordinance necessary to designate said property as part of the proposed Urban Renewal Area, and to proceed with related activities authorized under Iowa Code Chapter 403.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Name of Agricultural Landowner: \_\_\_\_\_

(signed by Agricultural Landowner or person authorized to sign on Agricultural Landowner's behalf)

Signature: \_\_\_\_\_

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

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

Witness: \_\_\_\_\_



**EXHIBIT D**  
**JOINT AGREEMENT**  
**BETWEEN**  
**JASPER COUNTY AND THE CITY OF NEWTON**

WHEREAS, Jasper County, State of Iowa (the "County") has proposed to establish the Jasper Rail Park Urban Renewal Area (the "Urban Renewal Area") for the purpose of participating in proposed urban renewal projects described in the Jasper Rail Park Urban Renewal Plan (the "Plan") for such Urban Renewal Area; and

WHEREAS, a portion of land proposed to be included in the Urban Renewal Area is partially within the city limits of the City of Newton, Iowa (the "City"), and partially within two miles of the City limits, and therefore is within the "area of operation" of the City; and

WHEREAS, Iowa Code Section 403.17(4) requires a "joint agreement" between the City and the County before the County can proceed with establishing the Urban Renewal Area and undertaking urban renewal project activities under the Plan.

NOW THEREFORE, JASPER COUNTY, STATE OF IOWA AND THE CITY OF NEWTON, STATE OF IOWA, AGREE AS FOLLOWS:

1. The City Council of the City of Newton, State of Iowa, hereby agrees and authorizes Jasper County, State of Iowa, to proceed with establishing the Jasper Rail Park Urban Renewal Area as described in the Jasper Rail Park Urban Renewal Plan, and to undertake the eligible urban renewal projects described in the Plan by utilizing the powers set forth in Iowa Code Chapter 403, which Plan may be amended from time to time to update the list of eligible urban renewal projects.
2. This "Joint Agreement" is intended to meet the requirements of Iowa Code Section 403.17(4) with respect to including the Jasper Rail Park Urban Renewal Area within the "area of operation" of Jasper County for purposes of Iowa Code Chapter 403. The County shall not add additional property to the Area that is within the City's "area of operation" without the City agreeing to an amendment to this Joint Agreement.
3. This Joint Agreement is intended by the parties to replace and supersede any prior agreement between the City and the County as it relates to the County's ability to establish the Area and exercise the powers set forth in Iowa Code Chapter 403 therein, including, but not limited to, that certain Intergovernmental Agreement dated October 18, 1994, as previously amended.
4. The City and County acknowledge that one of the proposed urban renewal projects identified in the Plan involves the County entering into a development agreement with Iowa Interstate Railroad, LLC and Interstate Power and Light Company related to the acquisition and development of certain property in the

Urban Renewal Area into a rail park (the "Development Agreement"). The City and County further agree that in consideration of the City providing its consent to the establishment of the Urban Renewal Area hereunder, if the Development Agreement establishes a joint committee to consider development proposals for the rail park, the Development Agreement shall allow for the City to appoint one (1) representative with one (1) vote or voting share to the joint committee.

5. This Joint Agreement has been duly authorized by the governing bodies of Jasper County, State of Iowa and the City of Newton, State of Iowa.

*[Remainder of page intentionally left blank; Signature pages follow]*

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

JASPER COUNTY, STATE OF IOWA

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

ATTEST:

\_\_\_\_\_  
Auditor

STATE OF IOWA                                 )  
  ) SS  
COUNTY OF JASPER                         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being duly sworn, did say that they are the Chairperson and Auditor, respectively, of Jasper County, State of Iowa, a political subdivision, and that the seal affixed to the foregoing instrument is the seal of said political subdivision, and that said instrument was signed and sealed on behalf of said political subdivision by authority and resolution of its Board of Supervisors, and said Chairperson and Auditor acknowledged said instrument to be the free act and deed of said political subdivision by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF NEWTON, STATE OF IOWA

\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_, City Clerk

STATE OF IOWA                    )  
  ) SS  
COUNTY OF JASPER            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me a Notary Public in and for said City, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Newton, State of Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

4922-9434-2438-1\10747-060

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE JASPER RAIL PARK URBAN RENEWAL AREA, IN JASPER COUNTY, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, JASPER COUNTY, CITY OF NEWTON, NEWTON COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE COUNTY IN CONNECTION WITH THE JASPER RAIL PARK URBAN RENEWAL AREA (**THE JASPER RAIL PARK URBAN RENEWAL PLAN**)

WHEREAS, the Board of Supervisors of Jasper County, State of Iowa, after public notice and hearing as prescribed by law, passed and approved by Resolution adopted on the 22<sup>nd</sup> day of April, 2025, an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Jasper Rail Park Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

**Parcel 08.23.202.001 & 08.23.251.001-**

**Owner: Iowa Interstate Railroad LLC**

West Half of the Northeast Quarter of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, except Parcels B and C in the West Half of the Northeast Quarter of said Section 23, as appears in the Corrected Plat of Survey in Book 1154 at page 299, in the office of the Recorder of said County; and except a tract of land located in the Southwest Quarter of the Northeast Quarter of said Section 23, described as beginning 343.58 feet North of the Southwest Corner of the Southwest Quarter of said Northeast Quarter, run North 206.73 feet, thence North 89°11'20" East 361.96 feet, thence South 0°37'40" East 260.63 feet, thence South 88°58'20" West 305.09 feet to the point of beginning.

AND

**Parcel 08.23.251.002-**

**Owner: Michael & Chelsea Wilder**

Part of the Southwest Quarter of the Northeast Quarter of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, described as: beginning 343.58 feet North of the Southwest Corner of the Southwest Quarter of said Northeast Quarter, run North 206.73 feet, thence North 89°11'20" East 361.96 feet, thence South 0°37'40" East 260.63 feet, thence South 88°58'20" West 305.09 feet to the point of beginning.

AND

**Parcel 08.23.400.005-**

**Owner: Iowa Interstate Railroad LLC**



Lot B in the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat Book B, at page 56 in the Office of the Recorder of said County.

AND

**Parcel 08.23.400.006-**

**Owner: Iowa Interstate Railroad LTD**

Part of Lot B in the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat Book B, at page 56 in the Office of the Recorder of said County, described as beginning at the Southeast Corner of said Lot B; thence S 47°11'30''W 881.34 feet along the Northerly right of way line of the Iowa Interstate Railroad as now located, thence N 40°04'00''E 201.56 feet, thence N 47°11'30''E 400.00 feet, thence N 52°16'10''E 282.45 feet to the point of beginning. Containing 0.37 acres.

AND

**Parcel 08.23.276.001-**

**Owner: Iowa Interstate Railroad LLC**

Lot A of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat Book B at Page 56, in the Office of the Recorder of said County, except the West 425 feet, located on the North side of the North 33<sup>rd</sup> Avenue East and except Parcel A of Lot A of the East Half of said Section 23 as appears in Corrected Plat of Survey recorded in Book 1154, at page 299, in the Office of the Recorder of said County, AND also except part of said Lot A described as: Beginning at the Southwest Corner of said Lot A thence N. 0 degrees 45 minutes 50 seconds E., 34.50 feet along the West line of Lot A, thence N. 54 degrees 23 minutes 40 seconds E., 119.61 feet, thence S. 42 degrees 46 minutes 20 seconds E., 10.00 feet to the Northerly right of way line of the Iowa Interstate Railroad as now located, thence S. 47 degrees 11 minutes 30 seconds W., 142.44 feet along said Northerly line to the point of beginning.

AND

**Parcel 08.23.276.002-**

**Owner: Iowa Interstate Railroad LLC**

Part of Lot A of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat Book B, at page 56 in the Office of the Recorder of said County, as described as beginning at the Southwest Corner of said Lot A, thence N 0°45'50''E 34.50 feet along the west line of said Lot A, thence N 54°23'40''E 119.61 feet, thence S 42°46'20''E 10.00 feet to the Northerly right of way line of the Iowa Interstate Railroad as now located, thence S 47°11'30''W 142.44 feet along said Northerly line to the point of beginning. Containing 0.05 acres.

AND

**Parcel: 08.23.400.007-**

**Owner: DM Langmaid Farms LLC (Contract buyer- Ross Langmaid)**

Parcel F, consisting of a part of Parcel B, a part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 970 at Page 419 in the Office of the Recorder of said County.

AND

**Parcel 08.23.400.002-**

**Owner: Robert Dale & Rebecca Lynn Braafhart**

Parcel A part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by plat recorded in Plat Book B, page 56 in the Office of the Recorder of said County.

AND

**Parcel 08.23.400.003-**

**Owner: Iowa Regional Utilities**

Parcel E, consisting of a part of Parcel B, a part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., lying within the corporate limits of the City of Newton, Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 970 at Page 419 in the Office of the Recorder of said County.

AND

**Parcel 08.23.400.009-**

**Owner: Troy L & Kelly Birkenholtz**

Parcel G part of Parcel E as shown by Plat of Survey recorded in Plat Cabinet 970 at Page 419, located in the Southeast Quarter of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 1154 at Page 5 in the Office of the Recorder of said County.

AND

**Parcel 08.23.400.010-**

**Owner: Michelle Lynn Langmaid**

Parcel E, consisting of a part of Parcel B, a part of Lot C of the Subdivision of the East Half of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 970 at Page 419 in the office of the Jasper County Recorder, except Parcel G within Parcel E of the Southeast Quarter of Section 23, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 1154 at Page 5 in the Office of the Recorder of said County.

AND

**08.14.400.009**

**Owner: Bruce L Brummel Trust (2017-00939)**

The Southwest Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa EXCEPT: Parcel "A" of the Southwest Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in the (Corrected) Plat of Survey of record in Book 1154, at page 299 in the Office of the Recorder of said County; AND EXCEPT: Parcel "C" of the Southwest Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in the (Corrected) Plat of Survey of record in Book 1154, at page 299 in the Office of the Recorder of said County.

AND

**08.14.400.010**

**Owner: Onnen Farms LLC (2018-01494)**

The Southeast Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, EXCEPT Commence at the Southeast corner of said Section 14, run thence West 10 rods, thence North 16 rods, thence East 10 rods, and thence South 16 rods to the place of beginning, AND EXCEPT beginning at the Northeast Corner of said Southeast Quarter of the Southeast Quarter, thence South 0°00' East, 347.16 feet along the East line of said Southeast Quarter of the Southeast Quarter; thence North 88°41' West, 524.32 feet; thence North 0°42' West, 338.26 feet to the North line of said Southeast Quarter of the Southeast Quarter; thence South 89°40' East 528.32 feet along said North line to the point of beginning, AND ALSO EXCEPT Parcel B of the Southeast Quarter of the Southeast Quarter of said Section 14, as appears in the (Corrected) Plat of Survey of record in Book 1154, at page 299 in the Office of the Recorder of said County.

AND

**08.14.400.006**

**Owner: Justin & Lisa Osborn (2019-03117)**

Part of the Southeast Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa, described as beginning at the Northeast Corner of said Southeast Quarter of the Southeast Quarter, thence South 0°00' East, 347.16 feet along the East line of said Southeast Quarter of the Southeast Quarter; thence North 88°41' West, 524.32 feet; thence North 0°42' West, 338.26 feet to the North line of said Southeast Quarter of the Southeast Quarter; thence South 89°40' East 528.32 feet along said North line to the point of beginning.

AND

**08.14.400.008**

**Owner: Michael D. Hammer (2024-02306)**

Commence at the Southeast corner of Section Fourteen, Township Eighty North, Range Nineteen West of the Fifth P.M., Jasper County, Iowa, run thence West 10 rods, thence North 16 rods, thence East 10 rods, thence South 16 rods to the place of beginning.

AND

**08.23.502.007, 08.23.502.003 & 08.23.502.006**

Railroad right-of-way in Section 23

AND

**08.13.502.003 –**

Railroad right-of-way in Section 13

AND

**08.24.300.008-**

**Owner: Corinna Stokka (2015-04826)**

Parcel A in the Southwest Quarter of the Southwest Quarter Section 24, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as shown by Plat of Survey recorded in Plat Cabinet 1153 at Page 80, and except Parcel B within Parcel A Southwest Quarter as shown by Plat of Survey recorded in Plat Cabinet 1157 at Page 64 in the Office of the Recorder of said County.



AND

**08.24.300.009-**

**Owner: Corinna Stokka (2015-04826)**

Parcel B within Parcel A of the Southwest Quarter Section 24, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa as shown by Plat of Survey recorded in Plat Cabinet 1157 at Page 64 in the Office of the Recorder of said County.

AND

**Parcels 08.24.100.005 & 08.24.100.007-**

**Owner: Charles D & Jewel A Gullett Trust**

South Half of the Northwest Quarter in Section 24, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, except the Southwest Quarter of the Northwest Quarter lying North and West of the Railroad right-of-way.

AND

**Parcels 08.24.300.001, 08.24.300.002, 08.24.300.004 & 08.24.300.007-**

**Owner: Charles D & Jewel A Gullett Trust**

The Southwest Quarter of Section 24, Township 80 North, Range 19 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, except Parcel A in the Southwest Quarter of the Southwest Quarter as shown by Plat of Survey recorded in Plat Cabinet 1153 at Page 80, and except Parcel B within Parcel A in the Southwest Quarter of the Southwest Quarter as shown by Plat of Survey recorded in Plat Cabinet 1157 at Page 64 in the Office of the Recorder of said County.

AND

The full right-of-way of E. 19<sup>th</sup> St. N. adjacent to the Area and the full right-of-way of E. 28<sup>th</sup> St. N. adjacent to the Area.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by Jasper County, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the Board of Supervisors of Jasper County, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19, Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, Jasper County, City of Newton, Newton Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which Jasper County, State of Iowa, certifies to the Auditor of Jasper County, Iowa the amount of loans, advances, indebtedness, or

bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of Jasper County, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12, Code of Iowa, as amended, incurred by Jasper County, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of Jasper County, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19, Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.



PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

\_\_\_\_\_  
County Auditor

Read First Time: \_\_\_\_\_, 2025

Read Second Time: \_\_\_\_\_, 2025

Read Third Time: \_\_\_\_\_, 2025

PASSED AND APPROVED: \_\_\_\_\_, 2025.

I, \_\_\_\_\_, County Auditor of Jasper County, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. \_\_\_\_\_ passed and approved by the Board of Supervisors of the County at a meeting held \_\_\_\_\_, 2025, signed by the Chairperson on \_\_\_\_\_, 2025, and published in the Newton Daily News, the Jasper County Tribune, and the Hometown Press on \_\_\_\_\_, 2025.

\_\_\_\_\_  
County Auditor, Jasper County, State of Iowa

(SEAL)

4929-7602-4887-1\10747-060



## Estimate

2312-1415-7500  
2023-12-14

Iowa Spray Foam Insulators, LLC  
3755 SE Capital Circle  
Suite 3  
Grimes Iowa 50111  
515-283-3802

Jasper County - Adam Sparks  
1030 West Second St  
Newton Iowa 50208  
asparks@jasperia.org  
(641) 521-8844

Maintenance Shed Wall  
1030 West Second St, Newton, Iowa, 50208

<i>Description</i>	<i>Total</i>
<u>Nominal 2" thickness of Closed Cell Spray Foam</u> Install Spray Foam insulation on approximately 54' of exterior wall.	\$4,276.80
<u>DC 315 Intumescent Thermal Barrier @ 15min.</u> Install DC 315 Intumescent Thermal Barrier of Spray Foam to meet code.	\$2,817.75
<u>Lift Rental</u> Lift Rental	\$1,000.00
<u>Top Coating DC315 with Paint</u> Top Coat over DC315 with Paint, separate trip.	\$1,498.00
	<i>Total</i> \$9,592.55

Terms & Conditions 1. Owners to provide parking for equipment to complete job. 2. Owners responsible for providing water for pressure washing if needed. 3. Any applicable payment or performance bonds will be added to the gross price. 4. Job could possibly be delayed due to weather. 5. Proposal based on being a summer/fall project not a winter project. 6. Project based on no tax included. 7. Payment terms: 25% down, remainder due on completion. 8. Any additions to job has to be approved with a change order. 9. Finance charge at 5% per month or maximum allowed by law. 10. Proposal valid for 7 days from project bid date. 11. Job site must broom clean and free of construction debris or materials prior to our arrival. 12. Clear vertical access is required to all areas we will be applying spray foam, coatings, fireproofing, air & water barriers. 13. Inspections must be completed and passed before Iowa Spray Foam, is to arrive at job site. 14. Proper access, parking and snow removal to job site is to be provided by owners/builders of project. 15. Spray Foam or Coatings escaping outside the building or on to finished surfaces due to poor construction leaving gaps, cracks or holes in surface to be sprayed will not be Iowa Spray Foam responsibility. 16. Plumbing, wiring or

other type materials are to be properly fastened as not to rise out of cavities when sprayed with foam and will be the responsibility of building owners/builders. 17. Due to OSHA regulations regarding Personal Protection Equipment, Iowa Spray Foam, will be in control of job site where spray foam or coating are being installed. Other subcontractors, construction personal, employees or visitors will be restricted from job site during application of spray foam or coatings that do not have proper training and equipment for Personal Protection. 18. Spray foam insulation or coatings can and will drift long distances. We ask areas to be sprayed to be free and clear of as many or all of objects as possible that may be damaged by over spray. 19. Delays to Iowa Spray Foam, progress due to job site not being ready, or obstructions in the way may incur additional charges. 20. Most insulations are required to have a thermal barrier depending on application. Please call for details on your application or if you have questions or consult your local building code inspector. 21. Quoted price is based on entire job being completed. If line items are chosen, a minimum job cost will be in effect of \$1,900 unless specified otherwise in Quote. 22. Quotes figured from plans, email, or phone will require site verification to be valid. 23. Quote does not include fire proofing or fire blocking unless specified directly. 24. Any claims for damages are limited to the total value of the completed cost of the work in this Quote/Agreement.

1. Expenses, such as legal, collection fees, court cost or other incurred collecting past due accounts are the customers responsibility.
2. Additional insurance beyond current coverage provided by Iowa Spray Foam, LLC that incur additional cost are not part of this Quote and will be add to the cost of this Quote.
3. A signed quote is required before work may be started on project and payment of deposit will bind the parties.
4. A signed quote and deposit are required to hold quoted price and place on schedule.
5. Owners/Builders are asked to inspect project and sign off to Application Supervisor when completed, while application crew is still on site.
6. This Quote/Agreement, terms, and conditions shall become part of work agreements and or subcontracts.
7. Signature below or commencement of work indicates acceptance of this Quote/Agreement and terms.
8. Spray Foam is not designed to be finished, exposed material.
9. This quote does not include unforeseen roof damage unless specified directly in this quote. Additional charges or quotes may be needed.
10. I have read, understand and will follow the above disclaimers, initial here\_\_\_\_\_.
11. Quote provides for 1 mobilizations to job site unless stated otherwise above. Addition mobilizations are additional cost of \$2500.00 per mobilization.
12. Quote provides for one setup per day at job site. Additional tear down and setups to move for other trades on job are an additional fee of \$250 per setup.
13. Proposal does not include patch work, or repair work due to damage by others.
14. Spray applied coatings are "spray finish". Higher quality finish to be price separately, based on level of finish.
15. Proposal based on clear and free of obstructions, in work areas.
16. Proposal based on standard, nonunion wage and regular day time hours. Required second, third, overtime, or weekend hours to be accounted for and adjusted with a change order.
17. Proposal based on GC providing, correct environmental conditions for application.
18. Payment by credit card will add 5% convenience fee for the invoiced amount.
19. Progressive billing will be in effect on partially completed projects as needed.

**Signature**

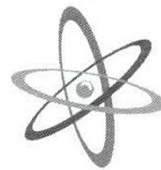
**Date**

**Precision Insulation & Coatings, LLC**

PO Box 172

Elkhart, IA 50073 US

+15157084868



**PRECISION**  
Insulation & Coatings

## Proposal

**ADDRESS**

Adams Sparks

1030 w 2nd st s

newton, iowa

**PROPOSAL # 2424**

**DATE 04/07/2025**

DESCRIPTION	DESCRIPTION	TOTAL
<b>Spray Foam Insulation</b>	Spray 16x54 area of wall with 2" closed cell foam \$2425 (add \$250 to flash coat the two main purlins that run horizontal down the walls)	0.00
	Spray DC-315 over the foam \$1430 (add \$270 to spray the metal horizontal purlins along the wall)	
	Top coat paint over the cured DC315 \$1200	
Price is subject to change between time of estimate and work to be done, due to material price increases. Secure this pricing by placing a 50% deposit up front.		
	SUBTOTAL	0.00
	TAX (7%)	0.00
	TOTAL	<b>\$0.00</b>
Proposal cost includes all materials and supplies, labor, set up and prep, tools to complete, and clean up of the job site.		
Price is valid for work done above 40 degrees. Anything below will incur an additional 15% cost.		
Price reflects discount for cash or check. 3% added for credit card payments.		

\$ 5,325 Total

Accepted By

Accepted Date



# Spray Foam Insulation: Terms and Conditions



## ONSITE REQUIREMENTS

1. Jobsite must be clean and clear of all construction material and debris.
2. Required inspections must be passed and completed.
3. Ease of access and parking must be insured for sprayfoam vehicles and trailers.
4. Clean and clear access is required to all areas to be sprayed.
5. Overspray occurring during the application process can drift significant distances. Owner should remove all objects from areas to be sprayed to reduce possible damage from overspray.
6. All building materials to be sprayed over (plumbing, wiring, etc.) should be securely fastened down to ensure they remain within the cavity.
7. Spray foam will expand outside a building or onto finished surfaces if not properly constructed. It is the Owner's responsibility to seal any cracks, gaps, or holes in surfaces to be sprayed.
8. Precision shall furnish all labor and materials required and perform all the work necessary for this proposal.
9. During application, Precision will be in control of job site where spray foam is being installed. All other persons, such as other construction crews or subcontractors, employees, owners, or visitors, are restricted from entering job site without permission from Precision, proper training, and personal protection equipment (Personal protective equipment may include items such as gloves, safety glasses and shoes, earplugs or muffs, hard hats, respirators, or coveralls, vests and full body suits. OSHA)
10. Clear, clean, and prepared area. Any delays due to job site not being ready and easily accessible, may result in additional charges.
11. Owner agrees to observe and obey all safety regulations during the installation process by Precision.
12. Precision shall not be held liable for delay or default due to conditions or events beyond its control, including, but not limited to: natural disaster, accidents, labor disputes or shortages, acts of terrorism or war, law ordinances, rules and regulations, inability to obtain material, equipment or transportation.
13. Upon completion of application, Owner is asked to inspect and sign off on work, while applicators are still on site. Any return visit will be subject to a minimum fee.
14. 24 hour reentry is recommended after foam has been sprayed.

## SPRAY FOAM, PAYMENTS, and TERMS

1. Spray foam is not intended to be an exposed or finished material. Precision will trim insulation to fit within wall cavities.
2. Spray foam is not intended to be fireproof or fire resistant. If this is a desired result, Precision can help with polyurea sprayed products to give you the best fire resistant coating.
3. Spray foam is not intended to be a water proofing solution. Therefore, Precision will not be responsible for wood rot, decomposition, or moisture problems before or after insulating the structure.
4. If your local building code has certain insulation requirements, these should be addressed before starting spray foam application.
5. All sprayfoam insulation must be covered with a code approved thermal barrier. Precision has several options available to meet your needs.
6. When spray foam is measured, it is rounded to within the half inch. Meaning, 2" insulation would be a nominal fill of 1 ½" to 2 ½".
7. Full payment is due upon the completion of the work unless otherwise discussed. Payments after 30 days will be subject to a 5% late fee.
8. Any expenses incurred collecting past due accounts, such as legal fees, collections fees, or court costs, are the customer's responsibility.
9. If additional insurance is requested, beyond what is currently provided by Precision, additional fees may be incurred and added to Proposal.
10. Proposal is based on the entire job being completed. Any changes to proposal can change total cost. Minimum job cost will be \$1250 unless otherwise specified.
11. Proposal will not be final until a site verification is completed.
12. A signed proposal is required before any work is completed.
13. Upon the signed proposal, Owner agrees to retain Precision to do the work.
14. The proposal constitutes the entire agreement between Owner and Precision. The agreement may be modified only in writing signed by both parties.
15. A signed proposal and 50% deposit is required to hold the quoted price and to secure a scheduled date.
16. This Agreement of terms and conditions will become part of Proposal, and will be governed by the laws of the State of Iowa.
17. Signature below indicates the Owner has read, understood and will follow the terms and conditions outlines above and also of the written Proposal.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

Spray Foam Genie - Central  
Iowa  
1410 Walnut St  
#205  
Elkhart, IA 50073  
Phone: (515) 383-0308



**Salesperson Contact:**  
Nathan Vu  
nathan.vu@sprayfoamgenie.com

**Date:** 3/31/2025

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**Customer:** Jasper County  
**Address:** 1030 W 2nd St S, Newton, IA 50208  
**Contact:** o: 6417922196 c: 6415212394  
**Terms:** Due Upon Completion  
**Job Location:** Removing section of building that is rusting and will need spray form with vapor and thermal barrier.  
**Bid # & Name:** 2303792 - Jasper County Maintenance- Metal building 1030 W 2nd st s

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Spray Foam Genie - Central Iowa is pleased to provide you with a quotation based on the requirements determined at the site address listed above.

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**WE PROPOSE TO SUPPLY ALL EQUIPMENT, LABOR AND MATERIALS TO THE FOLLOWING SPECIFICATIONS:**

Spray Foam Genie recommends that there be no one inside the structure during and 24 hrs after completion of spraying. Spray Foam Genie requests that all personal belongings be removed from the immediate work area prior to our arrival on the date of install to prevent overspray or damage.

**Apply Closed Cell Spray Foam**

- Closed cell spray foam applied to the exterior wall that was replaced at a 2" average. Wall size is 54' long and 16' tall
- Ignition Barrier / Intumescent Coating**
- Install ignition barrier dc315 or no burn installed on new spray foam. 54'x16' *with topcoat*

**Fee for above:**

**\$4,551.00**

**APPROVALS:**

**REP:** \_\_\_\_\_

**AUTHORIZED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EMAIL:** nathan.vu@sprayfoamgenie.com

**CUST. EMAIL:** \_\_\_\_\_

**Spray Foam Genie, LLC**  
**1410 Walnut St**  
**Elkhart, IA**

**STANDARD TERMS AND CONDITIONS OF SALE**

1. **Agreement:** These standard Terms and Conditions of Sale (these "Terms" or this "Agreement") set forth the terms and conditions upon which [name of Spray Foam Genie franchisee] ("SFG"), or any affiliate company, will sell and supply any equipment, labor, or materials to and/or perform any services (together, the "Work") for Customer, upon the specifications outlined in the accompanying proposal (the "Proposal"). Upon acceptance of the Proposal, Customer shall be obligated to pay SFG for the Work performed, in accordance with the Proposal. Performance of the Work is conditioned upon Customer's acceptance of these Terms, and Customer shall be deemed to have accepted the Terms herein upon approving and accepting the Proposal. Any modifications to this Agreement by Customer will be rejected unless agreed upon in writing by SFG. This Agreement constitutes the full and final agreement between Customer and SFG as to the Proposal and the Work and supersedes any prior oral or written agreement or communication with regard to the same. Customer agrees that it has not been induced to enter into this Agreement by an oral or written representation, guarantee or warranty made by SFG, its employees, agents or representatives other than the terms set out in this Agreement.
2. **Payment Terms; Performance:** A deposit of \_\_\_\_% of the Proposal amount is due upon acceptance of the Proposal. The remaining payment for the Work shall be due and payable immediately upon completion of the Work. Balances unpaid within thirty (30) days are subject to a service charge of eight percent (8%) per month or the maximum allowed by law, if different, together with the expenses of collection, including reasonable attorney's fees and costs associated with the collection. Payments by credit card are subject to a three percent (3%) fee, payable at the time of payment of applicable invoice. By accepting the Proposal, Customer is agreeing to the amounts, price and terms provided in SFG's written quotation. SFG shall use reasonable efforts to meet any performance dates specified in the Proposal, and any such dates shall be estimates only.
3. **Customer Obligations:** Customer shall: (a) cooperate with SFG in all matters relating to the Work, and provide such access to Customer's premises as may reasonably be requested by SFG for the purposes of performing the Work; (b) respond promptly to any request by SFG to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for SFG to perform the Work in accordance with the Proposal; (c) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Work before the date on which the Work is to start; and (d) refrain from entering the premises for 24 hours immediately following the completion of the Work. All Work shall be inspected by Customer upon completion. Any claims with respect to the Work must be made to SFG within ten (10) days after completion of the Work. SFG will not be responsible for claims to third parties due to Customer's failure to inspect the Work.
4. **Customer's Acts or Omissions:** If SFG's performance of its obligations under the Proposal and/or this Agreement is prevented or delayed by any act or omission of Customer and its agents, subcontractors, consultants or employees (including the acts or omissions of any third party), SFG shall not be deemed in breach of its obligations thereunder or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.
5. **Warranties:** SFG represents and warrants to Customer that it shall perform the Work using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. Notwithstanding the foregoing sentence, SFG shall not be liable for a breach of the warranty set forth above unless Customer gives written notice of the defective Work, reasonably described, to SFG within thirty (30) days of the time when Customer discovers or ought to have discovered that the Work was defective. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, SFG MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE WORK, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.
6. **Taxes:** Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.
7. **Intellectual Property Rights:** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Customer under the Proposal or prepared by or on behalf of SFG in the course of performing the Work, shall be owned by Spray Foam Genie International, LLC (the "Franchisor") and the Franchisor grants a license with respect to the Intellectual Property Rights to SFG. This Agreement does not include the sale of any such rights nor does it include title or ownership to the Intellectual Property Rights of any product or service.
8. **Limitation of SFG's Liability:** In no event shall SFG be liable to Customer or to any third party for any loss of use, revenue or profit, or diminution in value, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not SFG has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event shall SFG's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including



negligence) or otherwise, exceed the aggregate amounts paid or payable to SFG pursuant to the Proposal.

9. **Dispute Resolution/Arbitration:** Should there be a dispute between Customer and SFG in connection with this Agreement, the Proposal, or the Work, Customer agrees to waive any right to jury trial and to resolve the dispute by arbitration in accordance with the rules of the American Arbitration Association ("AAA"). Such arbitration shall be conducted by a single arbitrator in the county and state in which the AAA office closest to the Customer is located. If the parties cannot agree to a single arbitrator, then one shall be assigned by the AAA. Any arbitrator's fees shall be shared equally among Customer and SFG.
10. **Disclaimer of Responsibility:** Customer is aware that SFG is a separate unaffiliated entity from the Franchisor, an independently owned businesses and the Franchisor expressly disclaims all responsibility and liability for the Work or any other goods provided by or services performed by SFG under the Proposal.
11. **Applicable Law; Venue:** This Agreement shall be governed under the laws of the state in which the Work is performed, without reference to conflicts of laws principles. Customer agrees to submit to the personal jurisdiction of the state and federal courts of the state in which the Work is performed in the event that a dispute arises outside of the arbitration agreement contained herein. In the event that there is any dispute over any aspect of this Agreement, the Proposal, or the Work that is potentially not subject to arbitration, then Customer agrees that the appropriate venue to resolve that dispute shall be in the state or federal courts located in the county and state in which the Work is performed.
12. **Relationship of the Parties:** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
13. **Severability:** If any of the provisions of this Agreement are determined to be invalid, then that portion of the Agreement shall be stricken and the remaining portions of the Agreement shall continue to be in effect.
14. **Assignment:** Customer shall not assign or transfer any part of this Agreement without the prior written consent of SFG.
15. **Waiver of Rights:** Failure of either party to enforce or exercise its rights under this Agreement shall not waive its right to exercise the same on another occasion.



## **SPRAY FOAM GENIE DBA Spray Foam Genie - Central Iowa LIMITED LIFETIME WARRANTY**

Date: 3/31/2025

This Limited Lifetime Warranty ("Warranty") is entered into between Spray Foam Genie - Central Iowa [FRANCHISEE ENTITY] ("SFG") and 1030 W 2nd St S Newton IA [PROJECT ADDRESS]. Following the completion of the services described in the accompanying proposal (the "Work") dated 3/31/2025 (the "Proposal"), AD-ACE Conformance Systems ("ACE") will audit the work performed and provide a report warranting that all Work was completed up to industry standard and the chemical manufacturer's specifications (the "ACE Conformance Report"). This Warranty is only valid with the purchase of the ACE Conformance Report.

The ACE Conformance Report provides a data-backed, systemic approach applied to the spray foam process and unifies applicator, chemical and equipment. This warranty provides building owners, builders, architects and inspectors confirmed data that spray foam was applied correctly and within chemical manufacturer's specifications. It is an unbiased capture of data that is retained forever. Rigorous testing of each formulation aligns equipment to the chemical manufacturer's established and verified parameters. ACE provides a transparent, risk mitigated pathway to transition the insulation industry to spray foam.

This Warranty is limited to the workmanship provided by SFG while performing the Work described in the Proposal. The Limited Warranty does not apply to any materials or equipment used in performing the Work. This Warranty is transferable one time within 10 years of the completion of the Work.

SFG warrants that it shall perform the Work:

- a. In accordance with the terms and subject to the conditions set out in the respective Proposal and this Warranty.
- b. Using personnel of commercially reasonable skill, experience, and qualifications.
- c. In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

SFG's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this Warranty shall be as follows:

- a. SFG shall use reasonable commercial efforts to promptly cure any such breach; provided, that if SFG cannot cure such breach within a reasonable time (but no more than 30 days) after Customer's written notice of such breach, Customer may, at its option, terminate the Proposal by serving written notice of termination.
- b. In the event the Proposal is terminated pursuant to above, SFG shall within 30 days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Work, less a deduction equal to the fees for receipt or use of such Work up to and including the date of termination on a pro-rated basis.
- c. The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after the completion of the Work.

Examples of specific conditions or situations that are not covered by the warranty:

- Damage caused by misuse or abuse
- Damage caused by accidents
- Damage caused by fire or water leaks
- Environmental damage (hail, wind, rain etc.)
- Damage caused by alterations to the structure or surfaces
- Damage caused by insects or animals



- Damage caused by exposing the product to prolonged direct UV light or direct sunlight without a protective coating applied
- Damage caused by defective chemicals

Limited Warranty and Limitation of Liability.

SFG MAKES NO WARRANTIES EXCEPT FOR THOSE PROVIDED IN THIS AGREEMENT. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

This Warranty constitutes the entire, full, and complete agreement between SFG and Customer, and supersedes all prior agreements, no other representations having induced SFG and Customer to execute this Warranty.

IN WITNESS WHEREOF, the parties hereto have executed this Warranty on the date stated on the first page hereof.



Des Moines, Iowa 50313  
Phone: 515-964-2345  
Fax: 515-964-5514  
www.Academyroofing.com

## PROPOSAL AND CONTRACT

**DATE:** February 11, 2022

**To:** Adam Sparks  
Jasper Co.

**RE:** 1030 W 2<sup>nd</sup> St. S., Newton wall panels

### SCOPE OF WORK:

We hereby propose to furnish all labor, materials, and equipment necessary to provide the following roof repair services.

1. Loosing or remove gutter and downspouts as necessary for the work.
2. Remove existing 16' wall panels on south facing wall for 54' and dispose of. See notes.
3. Install new 16' panels color to be a close match to existing.
4. Re-fasten or re-install gutter and downspouts to original condition.
5. Remove all debris and leave roof area in a clean condition.

### COST OF SERVICES:

For a total sum: Seven Thousand Five Hundred Dollars and 00/100 **\$ 7,500.00**

Additional work to be charged at \$90.00 per hour plus materials.

### Notes:

- Check existing structural steel for deterioration. Any items in need of repair or replacement will be at the T & M rate.

CONDITIONS: ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL ROOFING WORK PERFORMED WILL BE CARRIED OUT IN A PROFESSIONAL WORKMANLIKE MANNER, FOLLOWING ESTABLISHED ROOFING PRACTICES AS OUTLINED BY THE NRCA ROOFING AND WATERPROOFING MANUAL AND THE ROOF MEMBRANE MANUFACTURER'S SPECIFICATIONS. ANY ALTERATIONS OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL, OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE.

Acceptance of this proposal shall constitute a contract.

**ACCEPTED:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read 'Steven K. Richards', is written over a horizontal line.

**ACADEMY ROOFING & SHEET METAL CO.**

## **DESIGN BUILDING PRESENTATION**

February 26, 2025

Adam Sparks  
PO Box 944  
Newton, IA 50208  
C) 641-521-8844  
asparks@jasperia.org

**SCOPE OF WORK: Repairs to Star Steel Frame Building**

- Removing 54' of south sidewall steel and replace with new
- Replace 54' of base trim on south side
- Please note panel profile and color will not be an exact match. Star discontinued that panel.
- Please note owner will replace any spray foam that is removed
- Please note gutter has to be removed to get panels off of building and we will reinstall existing gutter
- Waste Removal provided by Pro-Line
- Porto Jon provided by Pro-Line
- Builders Risk Insurance

**INCLUDES:** Materials, Labor, Freight, Unloading, and Tax

**TOTAL                   \$ 11,623.00**

**Proposal price good for 7 days (Prices are subject to change due to volatility of materials).**

**TERMS:** 25% With acceptance of proposal  
50% upon delivery of materials  
Balance upon completion

\_\_\_\_\_  
Authorized Buyer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jason LaRue

\_\_\_\_\_  
Date

**THANK YOU FOR THE CONSIDERATION OF OUR COMPANY AND ITS SERVICES!**  
**Please visit our website at [www.iowadreambuilder.com](http://www.iowadreambuilder.com)**

# REDOY

*Roofing and Siding*

28755 547th Street • Chariton, IA 50049  
Glen - 641-664-2574 • Willis 641-242-2574

Inspiring people  
to love their  
homes.

Name: Jasper County Date: 4-21-25

Address: 1030 W 2nd St S Job Name: Jasper County

Newton IA 50208 Job Location: 40-48

Phone: 641-521-2394 (Adam Sparks) Date of Plans: Spring - Summer 2025

We hereby submit specifications and estimates for: \_\_\_\_\_

Price includes:

- Removing 54' of the old steel, on the South side of building, starting on the East corner.
- Providing and installing 26 gauge, metal PBR panels
- All cleanup and waste removal

Your choice of metal color( )

NOTE: (Ivory) is not available in this panel.

WITH A 15% DEPOSIT OF \$ 614.00 AND YOUR NAME WILL BE ON THE LIST, WILL UPDATE THE PRICE AT TIME OF PROJECT

WITH A 50% DEPOSIT OF \$ 2046. YOUR PRICE WILL BE HELD

## WE PROPOSE

hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

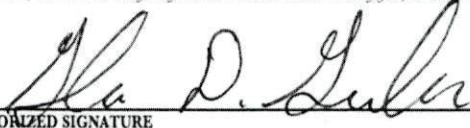
four thousand, one hundred eighty-two dollars (\$ 4182.00).

PAYMENT TO BE MADE AS FOLLOWS:

\$ 614. deposit, balance due upon completion. Add 2% per month if not paid within 30 days of completion.

## REDOY ROOFING & SIDING

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.



AUTHORIZED SIGNATURE

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

## ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE

SIGNATURE

Date of Acceptance \_\_\_\_\_

SIGN AND RETURN THE YELLOW COPY



500 Iowa Speedway Drive  
PO Box 1131  
Newton, IA 50208  
641-791-9473 Office  
641-791-9484 Fax

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## PROPOSAL REQUEST

Jasper County Jail

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**Scope: Wire up new dish machine, Hobart CL44-BAS.**

- **Disconnect the existing dish machine**
- **Provide and install new circuit breakers for dish machine**
- **Reuse the existing wire and disconnects**
- **Install new wiring and flex as need to the new dishwasher**
- **Install a 70a circuit in existing conduit to the dishwasher, reuse the other existing feed.**

**Total Price: \$2,474.10**

*Hobart*





## Quote

01/21/2025

**Ship To:**  
Jasper County Jail  
Newton, IA

**From:**  
TriMark Hockenbergs  
Jack Lancaster  
14603 W 112th  
Lenexa, KS 66215-  
402-339-8900  
(913)491-4999 (Contact)

Job Reference Number: 58188

TriMark will make best efforts to hold above prices for 30 days, however pricing may change due to manufacturer cost increases outside of TriMark's control. TriMark reserves the right to make any corrections or adjustments due to cost increases, errors, market fluctuations, supply chain disruptions, tariffs, third party supplier changes in cost or factors outside of TriMark's control. TriMark shall be permitted to increase Pricing without Customer's and/or its Franchisees consent. TriMark will provide reasonable written notice in the form of a final NSO quote to Customer and/or Franchisee at time Franchisee payment and signed quote. TriMark reserves the right to cancel or refuse any orders based on incorrect pricing or availability.

Item	Qty	Description	Sell	Sell Total
4	1 ea	<b>DISHWASHER, CONVEYOR TYPE</b>	\$24,900.00	\$24,900.00
		Hobart Model No. CL44-BAS+BUILDUP		
		Conveyor Dishwasher, single tank, (202) racks/hour, insulated hinged doors, .45 gallon/rack, Complete Delime with Booster Guard, Touch Screen Controls with diagnostics, troubleshooting, and SmartConnect App, capless wash arms, NSF Pot & Pan mode, cULus, NSF, ENERGY STAR®, Free factory startup for installations within a 100 mile radius of a Hobart service office; installation beyond 100 miles will be charged at the quoted rate by the local Hobart service office		
	1 ea	Oversized units with crated shipping dimensions greater or equal to 72" in length and/or 90" in height. If delivery is to a facility without a standard height dock, additional shipping charges will apply depending on the service requested. consult Factory.		
	1 ea	Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA		
	1 ea	CL44BAS-HTE15K Electric tank heat 15kW	\$2,725.00	\$2,725.00
	1 ea	CL44BAS-ERHONO Remote Booster / Chemical Sanitizing		
	1 ea	CL44BAS-ELE0AX 208v/60/3-ph		
		Single point connection standard (field convertible to dual point)		
	1 ea	CL44BAS-HGTSTD Standard Height 19.5"H x 22"W opening, fits full-sized sheet pan, horizontal		
	1 ea	CL44BAS-DIRVER Verify direction of operation		
	1 ea	NOTE: For water of 3-grains of hardness or more, Hobart suggests adding a water softener.		
	2 ea	SHTHD/E-ADJ E-series vent hood short (adjustable)	\$1,140.00	\$2,280.00
	1 ea	CL44EN-BASFETSTD Standard feet		
<b>ITEM TOTAL:</b>				<b>\$29,905.00</b>
5	1 ea	<b>BOOSTER HEATER, ELECTRIC</b>	\$3,700.00	\$3,700.00
		Hatco Model No. C-24-208-3-QS		
		(QUICK SHIP MODEL) Compact Booster Heater, electric, 6-gallon storage capacity, electric operation, 24-kW, stainless steel front panel, powder-coated silver-gray hammertone body, 6" plastic non-adjustable legs, Castone® lined tank, 208v/60/3-ph, NSF, cULu		
	1 ea	NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details		
	1 ea	NOTE: Includes 24/7 parts & service assistance, call 414-671-6350		
	1 ea	One year parts & labor warranty, ten year warranty on Castone tank, standard		
<b>ITEM TOTAL:</b>				<b>\$3,700.00</b>
6	1 ea	<b>SERVICES: INSTALLATION / TRAINING SERVICES</b>	\$7,665.00	\$7,665.00
		Hobart Sales & Service Model No. INSTALL		
		Statement of Work:		
		Hobart will remove old unit and dispose of. Hobart will set new dishwasher in place. Hobart will connect water line, drain and HVAC connections. Electrical upgrades done by others. Hobart will do a start-up after trade connections are finished.		

Item	Qty	Description	Sell	Sell Total
		Included:		
		•		
		New equipment must match the location's current specifications: electrical, gas lines, plumbing/drains, and venting		
		•		
		Installations completed during normal business hours. Monday – Friday; 8:00am – 5:00pm		
		•		
		Receipt of equipment at local installer's office or delivery to customer's facility at a pre-scheduled time		
		•		
		Removal and disposal of existing equipment		
		•		
		Uncrating and set-in place in existing location on the ground level		
		•		
		Final hook-ups (within 5 feet) to existing utilities		
		•		
		Validation equipment is working properly upon completion of installation		
		•		
		Removal of packaging materials and rubbish		
		Optional Service Offered: *		
		•		
		Any utility or mechanical upgrades, stainless steel modifications or upgrades, or floor, wall, or ceiling/roof modifications		
		•		
		New shut off valves, pressure regulators, gas hoses, other misc. parts		
		•		
		Permits or tax, if applicable		
		•		
		Refrigerant recovery fees, if applicable		
		•		
		More than one trip to the location		
		•		
		Union or prevailing wage labor		
		•		
		Venting, stainless-steel fabrication / modification, or utility upgrades are not included		
		•		
		Hallway or doorway modifications are not included		
		•		
		Other existing kitchen equipment that must be moved (and re-installed) in order to set new unit in place		
		•		
		Extended travel beyond 100-mile radius of the installing office		
		*Unless quoted above in statement of work		
		Please see Hobart Terms & Conditions for standard operating inclusions & exclusions.		
			ITEM TOTAL:	\$7,665.00
			Merchandise	\$41,270.00
			Freight	
			Total	\$41,270.00

## Standard Contract Terms &amp; Conditions

All quotations are subject to approval by the company. The above listed prices shall be firm for 30 days. Prices shown in this quotation are for specific items, quantities, and lead times indicated.

Prices are subject to change if all of the items are not ordered, if quantities ordered differ, or if adequate lead-time is not allowed.

The prices shown in this quotation DO/DO NOT include freight charges which will be added to our invoice. This quotation does not include any fees for local permits or licenses that may be required by your municipality or state.

The prices shown in this quotation DO/DO NOT include applicable taxes, which will be added to our invoice unless a valid certificate of exemption is provided by you. Please be advised that, under state law, some items may still be taxable. In states where TriMark Hockenbergs is not registered to collect Sales Tax, it is the buyer's responsibility to pay any applicable Use Tax due to the state.

Payment terms are 50% due at time of order, 45% due prior to delivery and 5% due based on customer terms. We impose a surcharge on credit cards that is not greater than our cost of acceptance. Please be advised that a 1.5% per month FINANCE CHARGE will begin to accrue upon expiration of the above payment terms. This will amount to 18% annually.

In the event that the delivery date is delayed by you, or any party other than TriMark Hockenbergs, for more than two (2) weeks from the agreed upon date, you hereby agree that TriMark Hockenbergs will bill you for "stored materials".

You also agree that any payments originally due "upon delivery" will become immediately due and payable. For valuable consideration, receipt of which is hereby acknowledged, you hereby grant to TriMark Hockenbergs a security interest in the equipment described herein and any and all additions and accessories thereto, to secure payment of the total debt and any and all other obligations to TriMark Hockenbergs under this agreement. The security interest created hereby shall terminate when obligations have been paid in full.

You hereby authorize TriMark Hockenbergs to file any UCC financing statement that it deems necessary to perfect its security interest.

On capital purchases, we require a perfected security interest in the goods until they have been paid for in full. TriMark Hockenbergs will handle all of the necessary U.C.C. filings and pay for any costs associated with these filings. Upon failure of you to promptly pay or perform any of the obligations or any covenants contained or referred to herein, TriMark Hockenbergs may, at its option, declare all of the obligations immediately due and payable and then shall have all of the remedies of a secured party under the Uniform Commercial Code of the state where the equipment is located. Such remedies shall include, but are not limited to, the right to take possession of the equipment. Expenses related to repossessing, holding, repairing, or reselling the equipment, including any collection costs, reasonable attorney's fees and legal expenses, shall be the responsibility of the buyer.

No warranty of merchantability or fitness for a particular purpose, or other warranty, express, implied or statutory, nor any affirmation of fact or promise is made by Seller with respect to the goods which are sold pursuant hereto.

This Quote shall be subject to TriMark's Terms of Sale <https://www.trimarkusa.com/SiteMedia/SiteResources/Terms/TriMark-Terms-and-Conditions-of-Sale.pdf>, which are incorporated herein by reference and shall govern. The parties specifically agree that no signature shall be required in order for this Quote or its applicable terms and conditions to be deemed legally binding and enforceable on Customer where the intent to be so bound can be inferred (including by acceptance or retention of products or services), notwithstanding contrary requirements under any law.

**Any tax or similar fees shown in this Quote are an estimate only.**

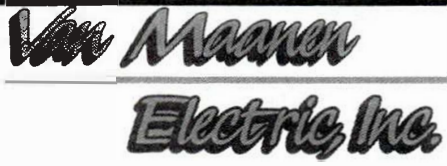
Acceptance \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

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

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



500 Iowa Speedway Drive  
PO Box 1131  
Newton, IA 50208  
641-791-9473 Office  
641-791-9484 Fax

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## PROPOSAL REQUEST

Jasper County Jail

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Scope: Wire up new dish machine.

- Disconnect the existing dish machine
- Provide and install new circuit breakers for dish machine
- Reuse the existing wire and disconnects
- Install new wiring and flex as need to the new dishwasher
- Install a 15a 120v circuit from the panel in the kitchen to the new dishwasher

Total Price: \$1,707.84

*Meiko*

**Bill To::**

Jasper County  
Adam Sparks  
101 1st Street N  
Newton, IA 50208  
641-792-2196 (Contact)

**Ship To::**

Jasper County Jail  
101 1st Street N  
Newton, IA 50208

**From:**

TriMark Hockenbergs  
Jack Lancaster  
14603 W 112th  
Lenexa, KS 66215-  
402-339-8900  
(913)491-4999 (Contact)

Job Reference Number: 58188

TriMark will make best efforts to hold above prices for 30 days, however pricing may change due to manufacturer cost increases outside of TriMark's control. TriMark reserves the right to make any corrections or adjustments due to cost increases, errors, market fluctuations, supply chain disruptions, tariffs, third party supplier changes in cost or factors outside of TriMark's control. TriMark shall be permitted to increase Pricing without Customer's and /or its Franchisees consent. TriMark will provide reasonable written notice in the form of a final NSO quote to Customer and/or Franchisee at time of Franchisee payment and signed quote. TriMark reserves the right to cancel or refuse any orders based on incorrect pricing or availability.

**Prices may not reflect applicable tariffs. TriMark reserves the right to make corrections or adjustments to quoted prices due to tariffs, market fluctuations, supply chain disruptions, third party supplier changes in cost, general contractor delays, or any other factors outside of TriMark's control.**

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>DISHWASHER, CONVEYOR TYPE</b> MEIKO KA Series Rack Conveyor Dishwasher, high temperature sanitizing, 44" / 1118mm single-tank design without prewash, 243 racks/hour capacity, 0.29 gallons/1.11 liters per rack, fully automatic operation, glass touch-panel display with graphical and text displays, 3 selectable conveyor speeds, deliming mode, blue color coding for frequently-cleaned components, 3 hp / 2.2 kW wash pump, double wall top, front and rear panels, stainless steel construction, hinged front door with sealing gasket, vent cowlings, connection for external vent fan control, detergent and rinse aid connections, electric tank heat, built-in electric booster heater, PRV, NSF listed, cETLus listed, ENERGY STAR®	\$29,465.00	\$29,465.00
	1 ea	1 year standard warranty: Parts, labor & travel within the continental US, no overtime charges		



Item	Qty	Description	Sell	Sell Total
	1 ea	One pre-scheduled visit by MEIKO field engineer or authorized service agent (12 months after installation), consisting of inspection, adjustment, replacement of specified wear items & summary of any recommended service, includes monthly, bi-annual & annual service checklist items (net)	\$2,755.00	\$2,755.00
	1 ea	Left to right operation		
	1 ea	208V/60Hz/3-ph		
	1 ea	Internal booster heater included, standard		
	1 ea	Drain water tempering kit, reduces drain water temperature to below 140°F (60°C), installation by others		
	1 ea	Table limit switch with 25' (7.6m) cable	\$420.00	\$420.00
	1 ea	Freight Note: CPT factory freight allowed standard delivery service within the continental US		
	1 ea	Startup + Performance & Installation inspection which activates 1 year standard warranty, contact your local MEIKO authorized service agent or MEIKO service directly at 1-800-868-3840		
	1 ea	Water Softening System, non-electric salt system. (Includes bypass valve and assembly kit for installation by others) (NET)		
3	1 ea	<b>BOOSTER HEATER, ELECTRIC</b>	\$3,699.00	\$3,699.00
		Hatco (QUICK SHIP MODEL) Compact Booster Heater, electric, 6-gallon storage capacity, electric operation, 24-kW, stainless steel front panel, powder-coated silver-gray hammertone body, 6" plastic non-adjustable legs, Castone® lined tank, 208v/60/3-ph, NSF, cULu		
	1 ea	NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details		
	1 ea	NOTE: Includes 24/7 parts & service assistance, call 414-671-6350		
	1 ea	One year parts & labor warranty, ten year warranty on Castone tank, standard		
			<b>ITEM TOTAL:</b>	<b>\$3,699.00</b>



Freight  
Total

Standard Contract Terms & Conditions

**\$36,339.00**

All quotations are subject to approval by the company. The above listed prices shall be firm for 30 days. Prices shown in this quotation are for specific items, quantities, and lead times indicated.

Prices are subject to change if all of the items are not ordered, if quantities ordered differ, or if adequate lead-time is not allowed.

The prices shown in this quotation DO/DO NOT include freight charges which will be added to our invoice. This

quotation does not include any fees for local permits or licenses that may be required by your municipality or state.

The prices shown in this quotation DO/DO NOT include applicable taxes, which will be added to our invoice unless a valid certificate of exemption is provided by you. Please be advised that, under state law, some items may still be taxable. In states where TriMark Hockenbergs is not registered to collect Sales Tax, it is the buyer's responsibility to pay any applicable Use Tax due to the state.

Payment terms are 50% due at time of order, 45% due prior to delivery and 5% due based on customer terms. We impose a surcharge on credit cards that is not greater than our cost of acceptance. Please be advised that a 1.5% per month FINANCE CHARGE will begin to accrue upon expiration of the above payment terms. This will amount to 18% annually.

In the event that the delivery date is delayed by you, or any party other than TriMark Hockenbergs, for more than two (2) weeks from the agreed upon date, you hereby agree that TriMark Hockenbergs will bill you for "stored materials". You also agree that any payments originally due "upon delivery" will become immediately due and payable. For valuable consideration, receipt of which is hereby acknowledged, you hereby grant to TriMark Hockenbergs a security interest in the equipment described herein and any and all additions and accessories thereto, to secure payment of the total debt and any and all other obligations to TriMark Hockenbergs under this agreement. The security interest created hereby shall terminate when obligations have been paid in full.

You hereby authorize TriMark Hockenbergs to file any UCC financing statement that it deems necessary to perfect its security interest.

On capital purchases, we require a perfected security interest in the goods until they have been paid for in full. TriMark Hockenbergs will handle all of the necessary U.C.C. filings and pay for any costs associated with these filings. Upon failure of you to promptly pay or perform any of the obligations or any covenants contained or referred to herein, TriMark Hockenbergs may, at its option, declare all of the obligations immediately due and payable and then shall have all of the remedies of a secured party under the Uniform Commercial Code of the state where the equipment is located. Such remedies shall include, but are not limited to, the right to take possession of the equipment. Expenses related to repossessing, holding, repairing, or reselling the equipment, including any collection costs, reasonable attorney's fees and legal expenses, shall be the responsibility of the buyer.

No warranty of merchantability or fitness for a particular purpose, or other warranty, express, implied or statutory, nor any affirmation of fact or promise is made by Seller with respect to the goods which are sold pursuant hereto.

This Quote shall be subject to TriMark's Terms of Sale <https://www.trimarkusa.com/SiteMedia/SiteResources/Terms/TriMark-Terms-and-Conditions-of-Sale.pdf>, which are incorporated herein by reference and shall govern. The parties specifically agree that no signature shall be required in order for this Quote or its applicable terms and conditions to be deemed legally binding and enforceable on Customer where the intent to be so bound can be inferred (including by acceptance or retention of products or services), notwithstanding contrary requirements under any law.

**Any tax or similar fees shown in this Quote are an estimate only.**

Acceptance \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

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

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



# GOODWIN TUCKER GROUP

2900 Delaware Ave. – P.O. BOX 3285 – Des Moines, IA 50316-0285  
PH: (515) 262-9308 FAX: (515) 262-2936 TOLL FREE (800) 372-6066

Proposal Submitted To: <b>Jasper County</b>	Date: <b>2/25/2025</b>
Service Location: 2300 Law Center Dr Newton, IA	

Goodwin Tucker Group submits the following proposal in accordance with the specifications and conditions outlined below for your acceptance within 30 days from the above date.

Remove existing dish machine. Receive, uncrate and set in place new dish machine. Connect new equipment to existing utilities. GTG will make pant leg and plumbing connections, electrical by others.

**Notes:**

*Price does not include any hardware modification.  
Delays or additional trips required due to circumstances outside of Goodwin Tucker control will result in additional charges.  
Any work performed outside of this scope will result in additional charges.*

**Conditions:** All work to be done during regular daytime business hours (*Monday – Friday 8:00 am – 4:30 pm excluding holidays*) unless otherwise noted. Proposal does not include sales tax, freight, fuel surcharge (if applicable), or permit fees unless otherwise noted. If additional parts are found to be defective, a separate quote for repairs will be offered for approval prior to proceeding.

Submitted by: Rob Follett

We hereby propose to furnish material and labor, complete in accordance with above specifications, for the sum of:  
**\$4,860.00**

**Please circle parts shipping preference: Express (1-3 business days) Regular (7-10 business days)**

**Accepted:** I hereby authorize the work described above and agree to pay for the work in cash unless otherwise agreed upon. Payment is due upon receipt of invoices unless otherwise agreed upon. Delinquent amounts shall accrue interest at the rate of eighteen percent (18%) per annum. The Customer agrees to pay the reasonable collection fees of Goodwin Tucker Group should action be commenced to enforce payment, and Customer agrees that venue for any such action shall be Polk County, Iowa. The undersigned represents that he/she is duly authorized to execute this contract on behalf of the Customer. If warranty work is involved, Customer agrees to pay all charges not covered by manufacturer.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Agent: \_\_\_\_\_ PO No.: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Form No.: 0811

Cedar Rapids - Des Moines - Dubuque - Grand Island - Lincoln - Mason City - Omaha - Quad Cities - Sioux City - Sioux Falls - Waterloo







04/21/2025

## Quotation

Project: Jasper County Jail- Hobart  
Newton, IA

From: Martin Bros. Distributing  
Rick Moser  
406 Viking Road  
Cedar Falls, IA 50613-  
319-266-1775  
(319)231-3934 (Contact)  
319-273-9761 (Fax)  
rmoser@martinsnet.com


Job Reference Number: 10295

**A prepayment may be required prior to placing the order. A prepayment invoice can be created upon request. If you have any questions regarding payment, please reach out to our credit department to discuss further. Deb Kroeze (319) 553-0456 or Michelle Even (319) 859-9841**

**Equipment will be delivered by common carrier. Unloading, un-crating, inspected for damage before signing bill of lading and installation by owner. Martin Bros can not be held responsible for freight damage not duly noted on the bill of lading. Installation quote available upon request.**

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>DISHWASHER, CONVEYOR TYPE</b>	\$28,713.40	\$28,713.40
		Hobart CL44-BAS+BUILDUP		
		Conveyor Dishwasher, single tank, (202) racks/hour, insulated hinged doors, .45 gallon/rack, Complete Delime with Booster Guard, Touch Screen Controls with diagnostics, troubleshooting, and SmartConnect App, capless wash arms, NSF Pot & Pan mode, cULus, NSF, ENERGY STAR®, Factory Startup - Free for installations within 100 miles (accessible by public roadway) of a Hobart Service Office during normal business hours with appropriate notice; Installation beyond 100 miles or those not accessible by public roadway will be quoted by Service.		
	1 ea	Oversized units with crated shipping dimensions greater or equal to 72" in length and/or 90" in height. If delivery is to a facility without a standard height dock, additional shipping charges will apply depending on the service requested. consult Factory.		
	1 ea	Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA		
	1 ea	CL44BAS-HTE15K Electric tank heat 15kW	\$3,139.33	\$3,139.33
	1 ea	CL44BAS-ERH0NO Remote Booster / Chemical Sanitizing		
	1 ea	CL44BAS-ELE0AX 208v/60/3-ph		
		Single point connection standard (field convertible to dual point)		
	1 ea	CL44BAS-HGTSTD Standard Height 19.5"H x 22"W opening, fits full-sized sheet pan, horizontal		
	1 ea	CL44BAS-DIR0LR Left to right operation		
	1 ea	NOTE: For water of 3-grains of hardness or more, Hobart suggests adding a water softener.		
	2 ea	VNTHD/E-ADJ E-series vent hood domestic (adjustable)	\$1,311.56	\$2,623.12
	1 ea	CL44EN-BASFETSTD Standard feet		
<b>Extended Total:</b>				<b>\$34,475.85</b>



Item	Qty	Description	Sell	Sell Total
2	1 ea	<b>BOOSTER HEATER, ELECTRIC</b>  Hatco C-24-208-3-QS (QUICK SHIP MODEL) Compact Booster Heater, electric, 6-gallon storage capacity, electric operation, 24-kW, stainless steel front panel, powder-coated silver-gray hammertone body, 6" plastic non-adjustable legs, Castone® lined tank, 208v/60/3-ph, NSF, cULu 1 ea NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details 1 ea NOTE: Includes 24/7 parts & service assistance, call 414-671-6350 1 ea One year parts & labor warranty, ten year warranty on Castone tank, standard	\$3,791.34	\$3,791.34
			<b>Extended Total:</b>	<b>\$3,791.34</b>
3	1 ea	<b>INSTALLATION / REMOVAL</b> Hobart service - Des Moines INSTALL Installation: To include removing existing dishmachine from existing dishtables, removal from property and disposal, then receiving, uncrating new machine, level, and install in dishroom and connect to tables. Also setting in place of the booster heater. Removal of all trash. Includes disconnecting of the plumbing a all plumbing to reconnect the dish machine and booster. Start up and test out.  Does not include any electric or duct work.	\$6,834.00	\$6,834.00
			<b>Extended Total:</b>	<b>\$6,834.00</b>
			Subtotal	\$45,101.19
			Total	\$45,101.19

Price does not include Sales Tax unless shown in total. Applicable sales tax will be charged when the invoice for the equipment is printed.

**FREIGHT IS ONLY AN ESTIMATE.**

**Thumbnail pictures are representatives and may not show equipment as proposed.**

**This is a special order item. Special order items are non-returnable.**

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

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

Project Grand Total: \$45,101.19



04/21/2025

## Quotation


Project: Jasper County Jail. Meiko  
Newton, IA

From: Martin Bros. Distributing  
Rick Moser  
406 Viking Road  
Cedar Falls, IA 50613-  
319-266-1775  
(319)231-3934 (Contact)  
319-273-9761 (Fax)  
rmoser@martinsnet.com

**A prepayment may be required prior to placing the order. A prepayment invoice can be created upon request. If you have any questions regarding payment, please reach out to our credit department to discuss further. Deb Kroeze (319) 553-0456 or Michelle Even (319) 859-9841**

**Equipment will be delivered by common carrier. Unloading, un-crating, inspected for damage before signing bill of lading and installation by owner. Martin Bros can not be held responsible for freight damage not duly noted on the bill of lading. Installation quote available upon request.**

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>DISHWASHER, CONVEYOR TYPE</b>	\$36,215.80	\$36,215.80
		MEIKO KA-44		
		KA Series Rack Conveyor Dishwasher, high temperature sanitizing, 44" / 1118mm single-tank design without prewash, 243 racks/hour capacity, 0.29 gallons/1.11 liters per rack, fully automatic operation, glass touch-panel display with graphical and text displays, 3 selectable conveyor speeds, deliming mode, blue color coding for frequently-cleaned components, 3 hp / 2.2 kW wash pump, double wall top, front and rear panels, stainless steel construction, hinged front door with sealing gasket, vent cowlings, connection for external vent fan control, detergent and rinse aid connections, electric tank heat, built-in electric booster heater, PRV, NSF listed, cETLus listed, ENERGY STAR®		
	1 ea	1 year standard warranty: Parts, labor & travel within the continental US, no overtime charges		
	1 ea	Extended warranty, second year (first year included) (net)	\$2,632.35	<Optional>
	1 ea	One pre-scheduled visit by MEIKO field engineer or authorized service agent (12 months after installation), consisting of inspection, adjustment, replacement of specified wear items & summary of any recommended service, includes monthly, bi-annual & annual service checklist items (net)	\$2,637.80	\$2,637.80
	1 ea	Left to right operation		
		NEED TO CONFIRM DIRECTION		
	1 ea	208V/60Hz/3-ph		
	1 ea	Internal booster heater included, standard		
	1 ea	Table limit switch with 25' (7.6m) cable	\$461.62	\$461.62
	1 ea	Freight Note: CPT factory freight allowed standard delivery service within the continental US		
	1 ea	Startup + Performance & Installation inspection which activates 1 year standard warranty, contact your local MEIKO authorized service agent or MEIKO service directly at 1-800-868-3840		
	1 ea	WATER SOFTENING SYSTEM Water Softening System, non-electric salt system. (Includes bypass valve and assembly kit for installation by others) (NET)	\$3,161.00	<Optional>
<b>Extended Total:</b>				<b>\$39,315.22</b>

Item	Qty	Description	Sell	Sell Total
2	1 ea	<b>BOOSTER HEATER, ELECTRIC</b>  Hatco C-24-208-3-QS (QUICK SHIP MODEL) Compact Booster Heater, electric, 6-gallon storage capacity, electric operation, 24-kW, stainless steel front panel, powder-coated silver-gray hammertone body, 6" plastic non-adjustable legs, Castone® lined tank, 208v/60/3-ph, NSF, cULu 1 ea NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details 1 ea NOTE: Includes 24/7 parts & service assistance, call 414-671-6350 1 ea One year parts & labor warranty, ten year warranty on Castone tank, standard	\$3,791.34	\$3,791.34
<b>Extended Total:</b>				<b>\$3,791.34</b>
3	1 ea	<b>INSTALLATION / REMOVAL</b> Goodwin Tucker Group INSTALL Installation: To include removing existing dishmachine from existing dishtables, removal from property and disposal, then receiving, uncrating new machine, level, and install in dishroom and connect to tables. Also setting in place of the booster heater. Removal of all trash. Includes disconnecting of the plumbing a all plumbing to reconnect the dish machine and booster. Start up and test out.  Does not include any electric or duct work.	\$6,834.00	\$6,834.00
<b>Extended Total:</b>				<b>\$6,834.00</b>
Subtotal				\$49,940.56
Total				\$49,940.56

Price does not include Sales Tax unless shown in total. Applicable sales tax will be charged when the invoice for the equipment is printed.

**FREIGHT IS ONLY AN ESTIMATE.**

**Thumbnail pictures are representatives and may not show equipment as proposed.**

**This is a special order item. Special order items are non-returnable.**

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

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

Project Grand Total: \$49,940.56



## Standard Equipment Installation, Removal & Disposal Quotation

Quote Created: 1/4/2024 10:17 AM	Quote Expires: 2/3/2024
<b>Quotation For:</b> Jasper County Sheriffs Office <b>Location:</b> Jasper County Sheriffs Office 2300 Law Center Dr Newton, IA 50208-8255	<b>Quote Prepared By:</b> Terry Weir <b>Telephone:</b> 402-957-6375 <b>Email:</b> Terry.Weir@hobartservice.com

Service Product	Price (excludes tax)	Qty.	Total Amount (excludes tax)
Conveyor Dishwasher (All Others)	\$6,834.00	1.00000	\$6,834.00
<b>Total Quote Amount:</b>			<b>\$6,834.00</b> <b>(excludes tax)</b>

### Statement of Work:

Hobart will remove old unit and dispose of. Hobart will set new dishwasher in place. Hobart will connect water line and drain. Electrical upgrades done by others. Ductwork is done by others. Hobart will do a start-up after trade connections are finished. Customer will need to contact their chemical company to reattach their equipment.

### Included:

- New equipment must match the location's current specifications: electrical, gas lines, plumbing/drains, and venting
- Installations completed during normal business hours. Monday – Friday; 8:00am – 5:00pm
- Receipt of equipment at local installer's office or delivery to customer's facility at a pre-scheduled time
- Removal and disposal of existing equipment
- Uncrating and set-in place in existing location on the ground level
- Final hook-ups (within 5 feet) to existing utilities
- Validation equipment is working properly upon completion of installation
- Removal of packaging materials and rubbish

### Optional Service Offered: \*

- Any utility or mechanical upgrades, stainless steel modifications or upgrades, or floor, wall, or ceiling/roof modifications
- New shut off valves, pressure regulators, gas hoses, other misc. parts
- Permits or tax, if applicable
- Refrigerant recovery fees, if applicable
- More than one trip to the location
- Union or prevailing wage labor
- Venting, stainless-steel fabrication / modification, or utility upgrades are not included
- Hallway or doorway modifications are not included
- Other existing kitchen equipment that must be moved (and re-installed) in order to set new unit in place
- Extended travel beyond 100-mile radius of the installing office

*\*Unless quoted above in statement of work*

Please see Hobart Terms & Conditions for standard operating inclusions & exclusions.



**Additional Items:**

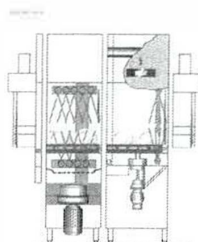
- Payment terms are Net 30.
- If there are any unusual circumstances a site visit is required, and a firm quotation will be provided for all necessary work. Unusual circumstances and exceptions to pricing outlined would include but are not limited to: restricted entryways, obstacles, architectural access restrictions, non-standard installation hours, unusual vehicle restrictions and local ordinances, etc.
- Any quotes are conditioned upon your acceptance of Hobart Service terms and conditions attached and those at [www.hobartservice.com/servicetermsandconditions](http://www.hobartservice.com/servicetermsandconditions)
- Hobart may conduct a site survey at customer's facility, such site surveys are intended to identify problems which can be readily identified through reasonable visual inspection however the customer is solely responsible for the state of their facility and site including electrical and plumbing lines. During a site survey, Hobart is under no obligation to excavate, move equipment, or otherwise disassemble or remove covers, fascia, sconces, or the like. Should problems or defects be identified during the site survey or Hobart's services, customer shall remedy such problems at its own cost before Hobart is required to continue performing the services.



# Technical data sheet

## KA-44

Execution for: USA



Schematic sectional view of machine

### Rack type dishwashing machine

Type code: KFU-S E054 AT55

Working direction: left - right

Power supply: 230V/60Hz/3Ph

Heating: Electric

Fresh water final rinse: Soft - hot water 140°F / 60°C (No WAHRS)

### Technical data

<b>Capacity*</b>	Rack capacity*	243 racks/hr
<b>Motors</b>	Total	3.1 hp / 2.9 kW
<b>Heating energies</b>	Total	32.6 kW
<b>Electrical feeding cable**</b>	Power supply	230V/60Hz/3Ph
	nominal capacity	35.5 kW
	Terminal Block 1	55.1 A
	Terminal Block 2	0 A
	Terminal Block 3	36.2 A
	Terminal Block 4	3.9 A
	Min. supply conductor / max. breaker:	
	Terminal Block 1	70 A
	Terminal Block 2	0 A
	Terminal Block 3	50 A
	Terminal Block 4	15 A
<b>Fresh water final rinse</b>	Soft - hot water 140°F / 60°C (No WAHRS)	71.0 U.S.gals/hr / 268.8 l/hr
<b>Tank filling</b>	Soft - hot water 140°F / 60°C (No WAHRS)	21.1 U.S.gals / 80.0 l

# Technical data sheet

<b>Exhaust air heat load***</b>	Exhaust air volume (LOAD END) approx.	200 cfm / 340 m <sup>3</sup> /hr
	Exhaust air volume (UNLOAD END) approx.	400 cfm / 680 m <sup>3</sup> /hr
	Exhaust air volume (TOTAL) approx.	600 cfm / 1020 m <sup>3</sup> /hr
	Relative humidity approx.	98 %
<b>Heat load****</b>	total	6.2 kW
	perceptible	2.8 kW
	latent	3.4 kW
<b>Dimensions of machine</b>	Passing height (H)	508 (1'-8 ") mm
	Passing width	510 (1'-8 1/8") mm
	Entry hood (E054)	54 (2 1/8") mm
	Wash tank (W5)	500 (1'-7 5/8") mm
	Fresh water rinse tunnel (AT55)	550 (1'-9 5/8") mm
	Discharge hood (AST)	250 (9 7/8") mm
	Total	1104 (3'-7 1/2") mm
<b>Features and options</b>		Tank filling module

The rack capacity data - as a variable of the machine (e.g. for planning and dimensioning exhaust air systems) - is based on a dishrack dimension of 500 x 500 mm (20" x 20").

\*\* This value is an average value based on a sample set of cutlery and operation type. Object-specific data must be based on an individual financial feasibility study.

\*\*\*\* The exhaust air temperature depends on the fresh water supply temperature. The listed conditions relating to the appliance's exhaust air are based on a maximum fresh water temperature of 54°F / 12°C.

\*\*\*\* Machine only - Ware not included.



Electrical supply should be routed into control box from above if possible. Openings in the box for the supply lines are NOT provided and should be executed on-site using appropriate strain relief devices.

6.01	6.01 Load End Vent correction
------	-------------------------------

- |      |   |
|------|---|
| 6.01 | 6.01 Load End View connection<br>min. 200 CFM (340 m <sup>3</sup> /hr)  |
| 6.02 | 6.02 Load End View connection<br>min. 400 CFM (680 m <sup>3</sup> /hr)  |
|      | <b>Notes:</b>   |
|      | • Relative humidity approximately 95%.  |
|      | • Machine exhaust (particulate)<br>recommended CFM at air w/ values listed above  |
|      | • Machine exhaust (flood capture)<br>recommended 100 CFM (1.70 m <sup>3</sup> /hr) per linear foot of hood<br>1" hood overhang to front of machine  |
|      | • Hood 100% overhang on both and unload ends.   |
|      | • Heat load of the machine up to the drain water area (not including water or air) is acceptable: 2.8 kW<br>Lateral 3.1 kW  |
|      | • Connection must be co-salt-mistral and trap-free in particular programs must be made to prevent air temperatures of 37°F (1°C) or greater from reaching the machine at any time. A provision for draining moisture from the drain area post condensate removal is STRONGLY RECOMMENDED. |

## FEATURES AND

## FEATURES AND

Tank Sling mode

Table limit switch wt

Emergency stop at e

Electric heated tank

Built in booster heater

Double point exhaust

## GENERAL NOTES

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#### UTILITY NOTES

All aspects of the system's operation, including all utility connections, must comply with all applicable local and national codes. In most cases, actual utility connections may only be created by a certified professional electrician or plumber. All features shown on this drawing represent actual utility connection locations and do not show any surface-level conditions. Contractors must be responsible for making the location to extend supply lines and connecting them related devices, etc. All utility must function correctly without generating during operation. All aspects of the installation must be protected against future damage.

	MILCO USA INC. 1308 WEBB CHAMBER BLVD. LA VERGNE, TN 37086 UNITED STATES OF AMERICA 615 281-8880 FAX: 615 281-3880 WEBB: www.milcousa.com IN 2011 MILCO USA, INC. is wholly owned by	Refers to: <b>UPSTER</b> STANDARD DRAWING / USA	KA-44 J-5
	It is explicitly intended to show the drawing information necessary to a third party for information or representation, not as the basis for comparison purposes. Use is without liability. Please note: This document is only valid in conjunction with the permission address in the document. Important notice: - Can be classified from the manufacturer	WITHOUT WAHRS Drawing No. <b>S001836509</b> Size: S001 - 11" x 17"	ELECTRIC HEAT 2000/80HZ/3PH Order date: 14.03.2023

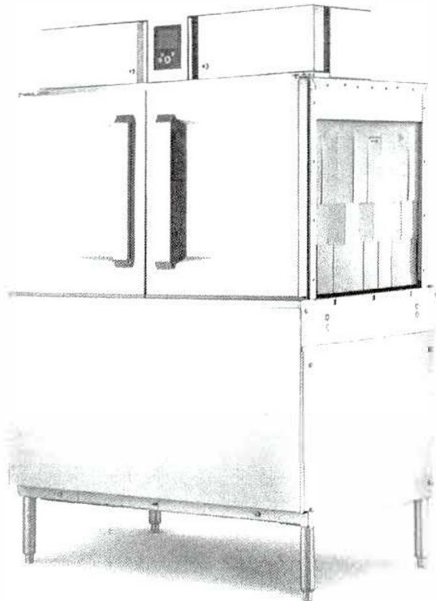


Project \_\_\_\_\_  
AIA # \_\_\_\_\_ SIS # \_\_\_\_\_  
Item # \_\_\_\_\_ Quantity \_\_\_\_\_ C.S.I. Section 114000



## CL44-BAS ELECTRIC

### High Temperature Rack Conveyor Dishwashing Machine



#### SPECIFIER STATEMENT

Specified dishwasher will be Hobart CL44 Base electric tank heat model. Features include Complete Delime™ with Delime Notification, Auto Dispensing and Booster Guard™, capless anti-clogging wash arms, 202 racks per hour, 90 gallons per hour pumped final rinse, ENERGY STAR®, insulated ergonomic cabinet style doors, touchscreen controls with WiFi connectivity, and NSF approved pot and pan cycle mode. The 19.5" standard chamber height will accommodate up to (6) standard sheet pans at a time on an open-end sheet pan rack.

#### STANDARD FEATURES

- + 90 gallons per hour pumped final rinse
- + 202 racks per hour
- + ENERGY STAR® Certified
- + Complete Delime™ with Delime Notification, Auto Dispensing and Booster Guard™
- + Internal stainless steel pressure-less 18 kW booster heater (70°F rise)
  - Single point electrical connection standard
- + Capless, anti-clogging wash arms
- + Self-aligning wash manifolds
- + Large double door opening for ease of cleaning
- + 19.5" chamber height opening (accepts sheet pans)
- + Doors are insulated & hinged with door interlock switches
- + User-friendly smart touchscreen controls with diagnostics & troubleshooting
- + WiFi connectivity
- + SmartConnect app with machine status, temperature logs, error code reporting, and cost, consumption and usage analysis
- + Energy saver mode (programmable auto-shut down)
- + NSF rated configurable pot and pan cycle
- + Stainless steel self-draining pump and impeller
- + Single, sloping scrap screen and deep scrap basket
- + Rapid return conveyor drive mechanism
- + Service diagnostics
- + Door actuated drain closure
- + Vent fan control
- + Convertible hot water or low temperature final rinse
- + Booster heater control

#### OPTIONS & ACCESSORIES (Available at extra cost)

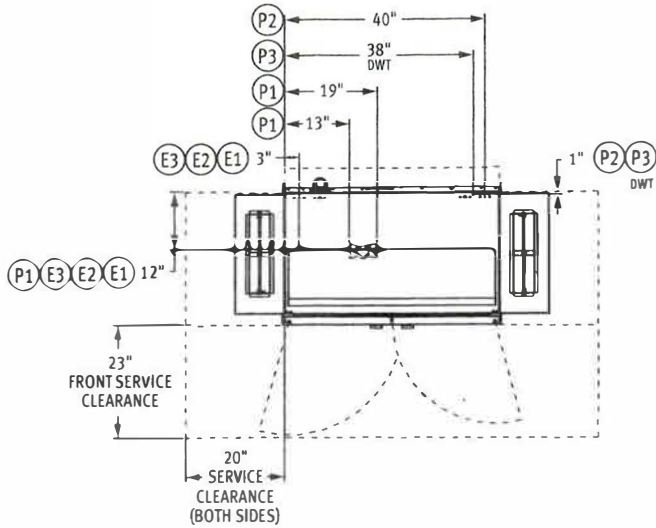
- ☒ Standard, short and extended stainless steel vent hoods
- ☐ Non-booster
- ☐ Direct drive unloader – adds 38" length; Reference spec F48944 for more details
- ☐ Side loader – SL23 adds 23" length, SL30 adds 30" length; Reference specs F40926 and F40927 for more details
- ☐ Blower-dryer – adds 33¼" to length; Reference spec F48945 (electric blower-dryer) and F48950 (steam blower-dryer) for more details (ships separate from dishmachine, contact Hobart Service for installation)
- ☐ Drain water tempering kit
- ☐ Flanged feet kit (requires two kits)
- ☐ Higher than standard chamber (24" opening)
- ☐ Table limit switch with 20' cable
- ☐ Correctional package (factory installed, contact Hobart for details)
- ☐ Water hammer arrester
- ☐ Factory-mounted circuit breakers (contact Hobart for details)

Approved by \_\_\_\_\_ Date \_\_\_\_\_ Approved by \_\_\_\_\_ Date \_\_\_\_\_

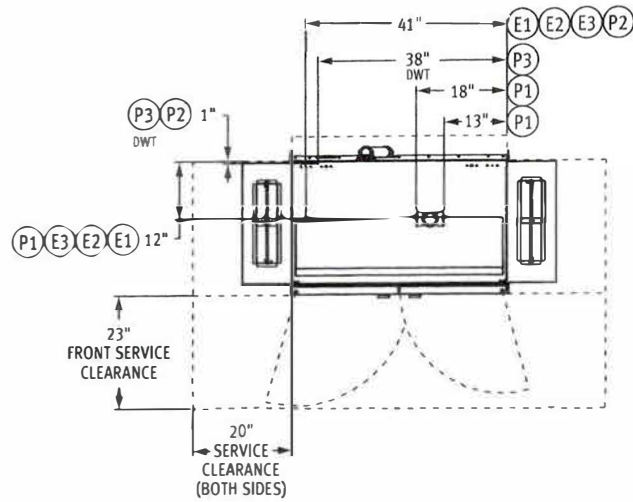


# CL44-BAS ELECTRIC

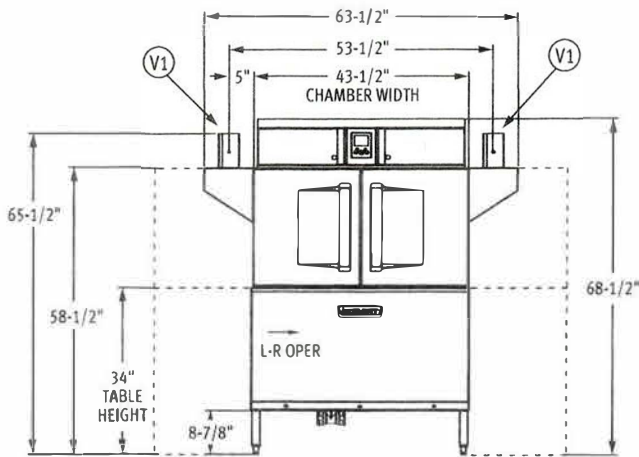
## High Temperature Rack Conveyor Dishwashing Machine



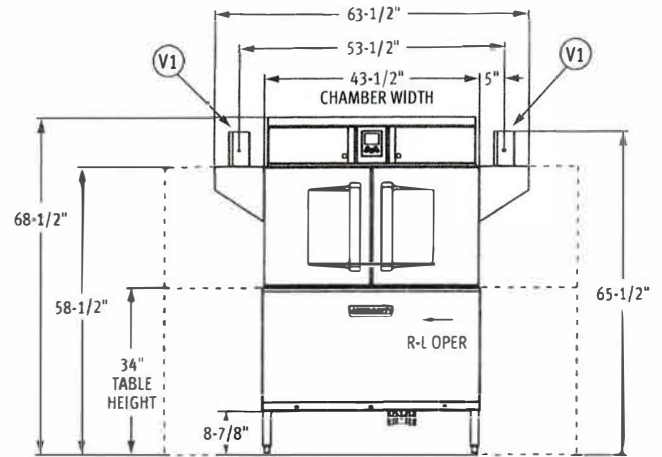
Top View Left to Right Machine



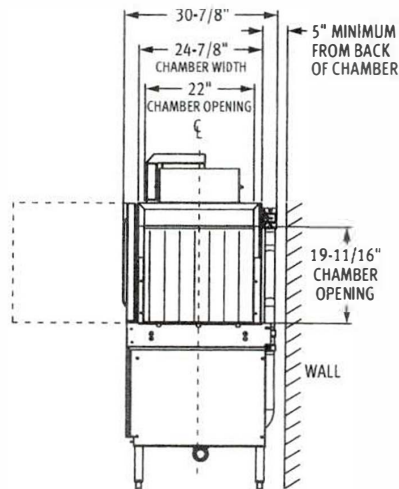
Top View Right to Left Machine



Front View Left to Right Machine



Front View Right to Left Machine



Side View

MODEL:  
CL44-BAS ELECTRIC  
L-R OPERATION  
00-563930  
REV A

MODEL:  
CL44-BAS ELECTRIC  
R-L OPERATION  
00-563930  
REV A





# CL44-BAS ELECTRIC

## High Temperature Rack Conveyor Dishwashing Machine

### LEGEND

Electrical Connections	
SINGLE POINT CONNECTION	
E1	Electric connection, single point: motors, controls, tank heat, with 18 kW electric booster heater, 65" AFF.
DUAL POINT CONNECTION WITH BOOSTER	
E2	Electric connection: motors, tank heat, 62" AFF.
E3	Electric connection: controls, 18kW booster heater, 65" AFF.
Plumbing Connections	
P1	Drain: 2" FPT, 7-3/8" AFF, two possible connections; may be drained to either side of drain housing, plug opposite side.
P2	Common hot water connection: 1/2" FPT, 12" AFF. See plumbing notes for required temperatures.
P3	Optional drain water tempering. Cold water connection: 1/2" FPT, 12" AFF, cold temperature 80°F maximum.
Vent Connections	
V1	Optional vent hoods: 4" x 16" vent stack with damper. Load end 200 CFM, unload end 400 CFM.

### SPECIFICATIONS

#### Capacities

Racks per Hour (NSF rated)	202
Wash Tank (U.S. gallons)	23
Conveyor Speed (feet per minute)	5.6

#### Motor Horsepower

Drive	1/6
Wash	2
Final Rinse	2/3

#### Water Consumption

U.S. Gallons per Hour	90
U.S. Gallons per Rack	0.45
Peak Drain Flow (U.S. gallons per minute)	38

#### Heating

Tank Heat, Electric (kW)	15
Electric Booster (built-in) (kW for 70°F rise)	18
Electric Booster (field conversion) (kW for 40°F rise)	12

#### Venting

Load End (minimum CFM)	200
Unload End (minimum CFM)	400

Shipping Weight (approximate) . . . . . 600 lbs.

Crated Dimensions . . . . . 53"L x 38"W x 79"H

E1	Single Point Electrical Connection with Internal Booster		
	(E1) Motors, Controls, Tank Heat, 18 kW Booster Heater		
	Voltage	Rated Amps	Minimum Supply Circuit Ampacity/ Maximum Protective Device
	208/60/3	109.6	150
	240/60/3	99.9	125
	480/60/3	51.7	60
	600/60/3	39.1	50

E2	Dual Point Electrical Connection with Internal Booster (Field Conversion Only)				
E3					
Voltage	(E2) Motors, Tank Heat		(E3) Controls, 18 kW Booster Heater		
	Rated Amps	Minimum Supply Circuit Ampacity/ Maximum Protective Device	Rated Amps	Minimum Supply Circuit Ampacity/ Maximum Protective Device	
	208/60/3	51.1	70	58.5	80
	240/60/3	48.1	60	51.8	70
	480/60/3	24.5	30	27.2	35
	600/60/3	16.7	20	22.4	30

**WARNING:** Electrical and grounding connections must comply with the applicable portions of the National Electrical Code and/or other local electrical codes.

**CAUTION:** Certain materials including silver, aluminum, and pewter are attacked by sodium hypochlorite (liquid bleach).

**ATTN:** Plumbing connections must comply with applicable sanitary, safety and plumbing codes.



# CL44-BAS ELECTRIC High Temperature Rack Conveyor Dishwashing Machine

**Plumbing Notes:** Water hammer arrestor (meeting ASSE-1010 standard or equivalent) to be supplied (by others) in common water supply line at service connection.

Recommended water hardness to be 3 grains or less for best results.

Minimum incoming hot water temperatures:

110°F for 18kW internal booster

140°F for 12kW field converted internal booster

180°F without internal booster for high temperature sanitizing, 130°F for chemical sanitizing.

Building flowing water pressure to dish machine is 20 to 65 PSI at the machine.

For convenience when cleaning, water tap should be installed near machine with heavy duty hose and squeeze valve.

For chemical sanitizing applications, feeder must be certified to NSF Standard 29.

**Miscellaneous Notes:** All dimensions taken from floor line may be increased approximately 3/4" or decreased 1/2".

For HTS, add 4-5/16" to all dimensions above table line.

For HTS, add 15 lbs. to the domestic shipping weight of each model.

**Electrical Note:** Dishmachine not provided with internal GFCI protection.

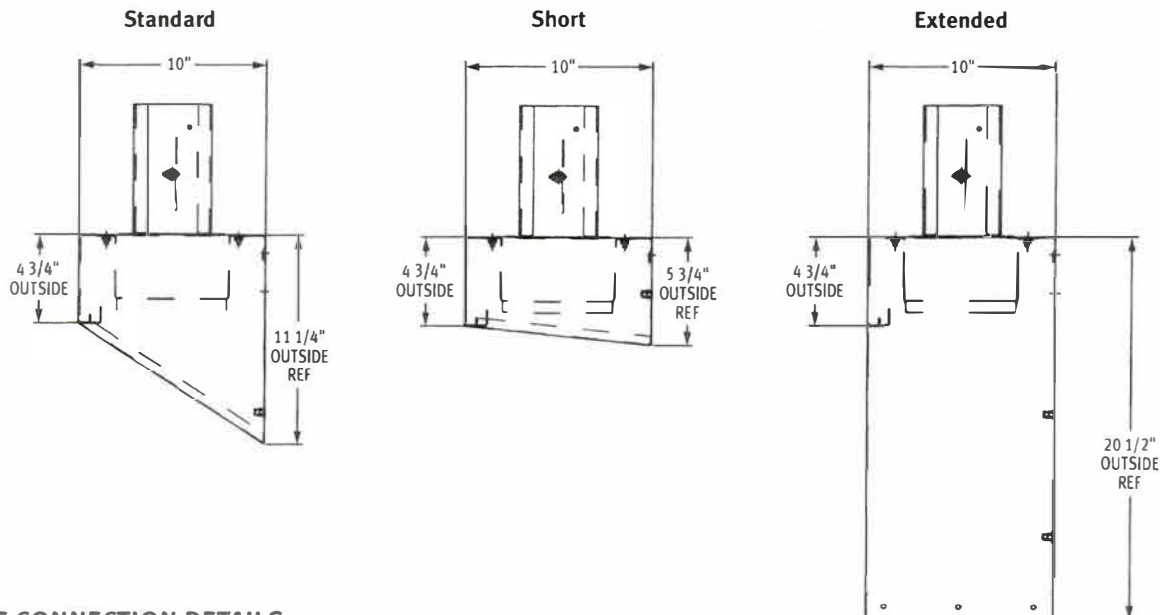
## CL44-BAS Electric Heat Dissipation

Booster	BTU/HR.	
	Latent	Sensible
Without Booster	18,500	7,900
12kW Booster	26,600	11,400
18kW Booster	32,100	13,700

**NOTE:** 18kW Booster Heater field convertible to 12kW when 140°F incoming water provided. (Conversion instructions located in machine control box. Contact factory for 12kW booster amperage ratings.)

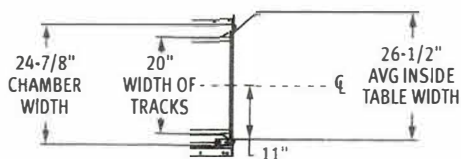
**NOTE:** Additional Voltages and Amperages are available, see document F48913.

## VENT HOOD OPTIONS (Adjustable, vent stack can be adjusted 1" to either side)

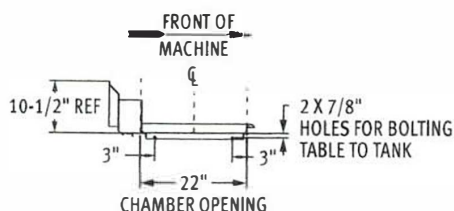


## TABLE CONNECTION DETAILS

**Tabling Connection: 44" inside tank  
(at table connection)**



**Suggested Track and Table Layout**



**View Showing Hole Locations in  
Turned Down Portion of Table**



**Sectional View Showing  
Table Connections**

As continued product improvement is a policy of Hobart, specifications are subject to change without notice.

ATTACHMENT A



## **BAXTER COMMUNITY SCHOOL DISTRICT PORTION OF THE BAXTER SCHOOL RESOURCE OFFICER POSITION**

FY 25/26 – The total annual portion from the Baxter Community School District to supplement the Baxter Community School District School Resource Officer will total \$45,000. Quarterly payments of \$11,250 will be billed to the Baxter Community School District by the Jasper County Sheriff's Office.

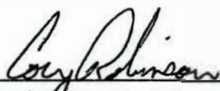
FY 26/27 – The total annual portion from the Baxter Community School District to supplement the Baxter Community School District School Resource Officer will total \$47,500. Quarterly payments of \$11,875 will be billed to the Baxter Community School District by the Jasper County Sheriff's Office.

FY 27/28 – The total annual portion from the Baxter Community School District to supplement the Baxter Community School District School Resource Officer will total \$50,000. Quarterly payments of \$12,500 will be billed to the Baxter Community School District by the Jasper County Sheriff's Office.

FY 28/29 – The total annual portion from the Baxter Community School District to supplement the Baxter Community School District School Resource Officer will total \$52,500. Quarterly payments of \$13,125 will be billed to the Baxter Community School District by the Jasper County Sheriff's Office.

Dated this 26th day of March, 2025.

\_\_\_\_\_  
Brad M. Shutts, Sheriff of Jasper County

  
\_\_\_\_\_  
Cory Robinson, Board President  
Baxter Community School District

\_\_\_\_\_  
Brandon Talsma, Chairman  
Jasper County Board of Supervisors

## 28E AGREEMENT FOR SCHOOL RESOURCE OFFICER

THIS AGREEMENT made and entered into this 26 day of Feb 2025 by and between JASPER COUNTY, IOWA, (County), and the BAXTER COMMUNITY SCHOOL DISTRICT (District).

WHEREAS, the District and the County share a mutual desire to provide law enforcement and related services at the District located within the County to help maintain a healthy and safe school environment; and

WHEREAS, the District and the County agree to utilize a School Resource Officer (SRO) from the County's Sheriff Office to provide services to the District pursuant to this agreement; and

WHEREAS, the District and the County recognize the potential benefits of a SRO to the citizens of the County and particularly to the students and staff of the District; and

WHEREAS, it is understood that this agreement is between two public agencies and is entered into pursuant to the provisions of Iowa Code chapter 28E and shall be electronically filed with the Iowa Secretary of State's Office upon execution as required by law.

NOW, THEREFORE, the District and County agree to the following terms and conditions:

### Article I Purpose

The purpose of this 28E agreement is to establish the terms and conditions by which the County, through the County's Sheriff Office, shall assign a deputy to serve the District as an SRO.

### Article II Duration

This agreement will become effective upon the date it is executed by both parties. The term of this agreement is agreed to have commenced on July 1, 2025 and will terminate on June 30, 2029.

### Article III Duties of the Sheriff's Office

The County shall provide through its Sheriff's Office a SRO as follows:

#### A. Assignment of the SRO

The Sheriff's Office shall assign one regularly employed deputy to the District to perform services under this agreement.

#### B. Supervision

1. The Sheriff or designee shall supervise the deputy assigned to serve as the SRO.
2. In addition to providing training and direction for the SRO, the Sheriff will serve as a liaison between the Sheriff's Office and the District administrators in order to resolve matters of mutual concern.



3. The Sheriff, in consultation with the District's Superintendent and principals, will complete performance evaluations for the SRO at least once annually. The Sheriff shall be the final arbiter of all decisions with respect to said evaluations.

C. Regular Duty Hours of the SRO

The SRO shall be assigned to a 4 10-hour day work week to coincide with the District's 4-day school week when in regular session. This will allow the SRO to be on campus prior to the start of class until after classes are dismissed, but has discretion to adjust these starting and ending times to maintain a forty-hour work week. The SRO may be temporarily reassigned by the Sheriff during such District holidays and vacations, training activities, and periods of law enforcement emergencies or other occasions as are agreed upon by the District Superintendent and the Sheriff, provided, however, that the Sheriff shall be the final arbiter of all such decisions.

Regular working hours may be adjusted on a situational basis with the approval of the Sheriff or the Sheriff's designee. These adjustments may be to attend District-related events requiring the presence of a law enforcement officer. Such adjustments shall be in accordance with the Fair Labor Standards Act and the Jasper County Handbook.

D. Equipment of the SRO

All equipment purchased by the Sheriff's Office for the SRO to perform his/her duty shall be property of the Sheriff's Office.

E. Duties of the SRO

1. The SRO will patrol District and neighboring properties to detect and deter criminal activity and dangerous traffic conditions.
2. The SRO will provide safety and security at assigned District events.
3. The SRO will provide in-service training to help the Sheriff's Office and District administrators prepare for and deal with security related matters.
4. The SRO will work closely with District administrators and staff to improve their understanding of the Sheriff's Office's aim to ensure a safe learning environment.
5. The SRO will serve as a visible and active law enforcement officer on District premises addressing law related issues including, but not limited to, drugs, traffic, trespassing, fighting, theft, and vandalism.
6. The SRO will work collaboratively and serve as a liaison amongst public safety agencies, the District, and the community to deter criminal and delinquent actions and to promote positive behavior.
7. The SRO will coordinate security and control of crowds and vehicles at extracurricular and special events; monitor and instruct students, visitors, and District personnel on proper and lawful premises or facility behavior; and help define, promote, and maintain and respectful environment and the District's student code of conduct.



8. The SRO will, when possible, serve as the initial first responder and school safety coordinator for District emergencies.
9. The SRO will provide classroom talks and presentations on crime prevention, decision making, and foundational concepts and structures of law.
10. The SRO will provide instructions and directions to others pertaining to law enforcement matters and emergency situations.
11. The SRO will conduct building security assessments for the District.
12. The SRO will perform a daily review of law enforcement activity to evaluate calls for service, incidents or arrests that may involve students and/or their family members.
13. The SRO will keep the Sheriff, Chief Deputy, and/or immediate supervisor apprised of developing or ongoing activities.
14. The SRO will perform other duties as assigned by the SRO's supervisors.
15. The District shall retain responsibility for disciplining students. The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO shall determine whether law enforcement action is appropriate.
16. The SRO will work in business, casual business or uniform attire when on duty as prescribed by the SRO supervisor. Exceptions would be during special events or circumstances at which time the SRO may be expected to be in uniform. The SRO shall carry a regulation sidearm in accordance with Sheriff's Office guidelines.
17. The SRO shall perform other duties as mutually agreed upon by the Superintendent and the Sheriff or designee, provided, however; the performance of such duties is reasonably related to the services as described in this agreement and are consistent with the federal and state law, Sheriff's Office rules and regulations, and District policies, rules, and regulations.. The Sheriff shall meet with the Superintendent to resolve any and all questions arising under this paragraph.

#### Article IV Duties of the District

- A. The District shall provide to the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:
  1. Access to a temperature controlled and properly lit office, equipped with a telephone that may be used for general business purposes.
  2. A location for files and records which can be properly locked and secured.
  3. A desk with drawers, a chair, a filing cabinet, and office supplies.
- B. The District shall provide the SRO with guidance regarding the delivery of instruction by the SRO.

- C. The Superintendent may request the SRO take appropriate law enforcement action against intruders and unwanted guests who may appear at the District and related District functions or in response to any other situation that appears to be a violation of criminal law or threat to public safety. Whether to take such action, and what that action may be, if any, will be determined by the SRO in the exercise of the SRO's discretion.
- D. Upon termination of this agreement the District shall retain all desks, chairs, tables, filing cabinets and all other District property.

#### Article V Financing the SRO

The District shall pay the County the following amounts for each year of this agreement: Year 1 - \$45,000; Year 2 - \$47,500; Year 3 - \$50,000; and Year 4 - \$52,500.

The District and the County shall each maintain within their own budgets the appropriate allocations for their respective financial obligations under this Agreement.

#### Article VI Employment Status of the SRO

The SRO shall be at all times an employee of the County. The SRO shall not be an employee or agent of the District. The District and County acknowledge that the SRO is a Deputy Sheriff who shall endeavor to uphold the law under the direct supervision and control of the Sheriff's Office. The SRO shall remain responsive to the chain of command of the Sheriff's Office.

The County shall provide all required employee benefits, withhold income tax and social security tax, and shall maintain worker's compensation for the SRO.

Nothing herein shall be construed as giving the District the right to control the professional judgment or actions of the SRO.

#### Article VII Assignment of the SRO

The Sheriff's Office and the District administration shall select an individual(s) to recommend to the District's Board from a list of interested and appropriately trained and qualified deputies. The District shall have the right to not accept the recommendation of an assignment of a deputy; however, the District shall not unreasonably exercise this right and will only do so after meeting with the deputy's supervisor to discuss the District's concerns regarding that deputy.

The Sheriff's Office will make the final assignment to the position of SRO subject to the approval of the District's Board.

#### Article VIII Replacement of the SRO

- A. In the event that the Superintendent has reason to believe the SRO assigned to the District is not effectively performing his/her duties and responsibilities, the Superintendent shall contact the Sheriff. If the Sheriff so desires, the Sheriff or designee, along with a representative of the District, shall meet with the SRO to

try to mediate and/or resolve any problems which may exist. If, within a reasonable amount of time, the problem cannot be resolved, the SRO shall be reassigned, and a replacement shall be obtained.

- B. The Sheriff may reassign a SRO based upon department rules, regulations, and/or operations orders and when it is in the best interest of the citizens of the County.
- C. In the event of the resignation or reassignment of the SRO or in the case of long-term absences by a SRO, the Sheriff, in consultation with the Superintendent, shall provide a temporary replacement for the SRO within one (1) school day of receiving notice of such absence, resignation or reassignment. As soon as practical a permanent replacement will be recommended.

#### Article IX Insurance and Indemnification

To the extent permitted by law, the District shall indemnify and hold harmless the County from and against any and all losses, costs, damages, and expenses including reasonable attorney fees and expenses, occasioned by or arising out of, the District's negligence or willful misconduct in the performance of its duties under this agreement.

To the extent permitted by law, the County shall indemnify and hold harmless the District from and against any and all losses, costs, damages, and expense, including reasonable attorney fees and expenses, occasioned by or arising out of, the County's negligence or willful misconduct in the performance of its duties under this agreement.

#### Article X Termination of Agreement

This agreement may be terminated by either party upon thirty (30) days written notice prior to July 1 of any year of this agreement. In the event this agreement is terminated, compensation shall be made to the County for all services performed to the date of termination, to the extent specified in Article IV. This agreement may also be terminated for material breach of this agreement by either party after providing notice to breaching party of the breach and the breaching party's failed to cure the breach within thirty days.

#### Article XI Good Faith

The District, the County, and their agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the District and the County or their designees.

#### Article XII Modification

This agreement may only be modified by joint written agreement, signed by both parties.

Article XIII  
Notices

Any written notices as required in this agreement shall be sent to the addresses of the respective parties as set out in this agreement.

If intended for District, notices shall be delivered to:

Baxter Community School District  
Superintendent  
202 East State Street  
Baxter, Iowa 50028

If intended for the County, notices shall be delivered to:

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

Article XIV  
Agreement Constitutes Full Understanding and Final Written Expression

This agreement constitutes the full understanding of the parties, and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this agreement shall be binding unless hereafter made in writing and signed by both parties. This agreement constitutes a final written expression of all of these terms of this agreement and is a complete and exclusive statement of those terms.

Article XV  
Additional Provisions (Iowa Code §28E.6)

In accordance with Iowa Code chapter 28E, the District and the County further state:

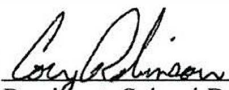
- A. There shall be no separate legal entity to conduct the joint or cooperative undertaking contemplated by this agreement. The County, acting through the Sheriff's Office, shall act as administrator for purposes of Iowa Code Chapter 28E.
- B. No real or personal property shall be acquired or held jointly in the execution of this agreement. The District and the County shall each acquire, hold, and dispose of all real and personal property as elsewhere provided in this agreement.
- C. Pursuant to Iowa Code section 28E.8, the County shall file this agreement with the Iowa Secretary of State, in an electronic format and in a manner specified by the Secretary of State.

Article XVI  
No Third-Party Beneficiaries

This agreement is by and between the parties only. There are no third-party beneficiaries to this agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

**BAXTER COMMUNITY SCHOOL DISTRICT**

By:   
President, School Board

By:   
Superintendent

Date: 03/26/2025

Date: 03/26/2025

**JASPER COUNTY, IOWA**

By: \_\_\_\_\_  
Chairman, Board of Supervisors

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

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

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



## **CHAPTER 28E AGREEMENT BETWEEN GOVERNMENT ENTITIES IN JASPER COUNTY, IOWA AND CITY OF COLFAX FOR THE JASPER COUNTY SHERIFF'S OFFICE PROVIDING ADVANCED LIFE SUPPORT SERVICES IN JASPER COUNTY**

This Agreement is made and entered into as of this 14th day of April, 2025, by and between the City of Colfax (the "service providers" or "service provider") and Jasper County.

WHEREAS, the parties recognize the lack of Advanced Life Support (ALS) services throughout Jasper County and surrounding rural areas; and,

WHEREAS, the parties acknowledge that the Jasper County Sheriff's Office has implemented an Emergency Medical Services Program that includes ALS services and it is in the best interest of the undersigned government entities to enter into this Agreement to provide stability in access to ALS services to members of Jasper County and surrounding rural areas; and

WHEREAS, the parties further acknowledge that it is in the best interest of the undersigned service providers to provide assistance and support for the operation of such ALS services when the Jasper County Sheriff's Office ALS provider takes over primary care of a patient.

THEREFORE, in accordance with Chapter 28E and other relevant sections of the Code of Iowa, the service providers enter into the following agreement regarding ALS services within Jasper County.

### **SECTION 1 – PURPOSE**

Under this Agreement, the Jasper County Sheriff's Office will provide Advanced Life Support services to the undersigned primary service providers on an as needed basis to increase ALS access to individuals throughout Jasper County and the surrounding areas.

### **SECTION 2 – DEFINITIONS**

2.1 "Advanced Life Support" – Life support techniques that are performed by paramedic apart from such services that are performed by an Emergency Medical Technician (EMT), as authorized by the Iowa Emergency Medical Care Provider Scope of Practice.

"Basic Life Support" – Life support techniques that are authorized to be performed by an Emergency Medical Technician (EMT) under the Iowa Emergency Medical Care Provider Scope of Practice.

"Patient Care Reports" – Documentation authored by responding emergency medical providers regarding care provided.

"Primary Care" – A level of care determined by the highest level of provider who administered care.

"Service Providers" – The Emergency Medical Service provider from a governmental entity.

### **SECTION 3 – OBLIGATIONS OF PARTIES**

- 3.1 Obligations of Jasper County to Each Participating Service Provider: Jasper County shall be at all times obligated to the other parties to this Agreement to provide ALS services when available and when required or requested by a participating service provider.

The Jasper County Sheriff's office shall allow any participating service provider access Patient Care Reports on calls that the Jasper County Sheriff's Office was involved in assisting a participating service provider.

- 3.2 Obligations of Participating Service Provider to Jasper County: When ALS services are provided by Jasper County in response to a request from a participating provider or in lieu of a participating provider, the participating provider shall make a reimbursement payment to the Jasper County Sheriff's Office \$150.00. The timing of this payment is thirty (30) days following the participating service provider receiving payment from the treated patient.

All participating service providers shall allow the Jasper County Sheriff's office access Patient Care Reports and Patient Billing Records on calls that the Jasper County Sheriff's Office was involved in responding too.

In the event that the participating service provider only has a driver available and Jasper County provides the only EMS provider on a transport, the service provider authorizes Jasper County to bill for services provided at the appropriate rate. If Jasper County receives payment, then Jasper County will reimburse service provider \$150.00.

### **SECTION 4 – LACK OF INSURANCE OR INABILITY TO PAY**

Jasper County agrees to provide ALS services to anyone under this agreement regardless of insurance or ability to pay. Likewise, a participating service provider shall not be responsible for payment as outlined in Section 4 to Jasper County when the individual does not have the ability to pay. It is only upon receipt of payment that the participating service provider is required to pay the \$150 ALS service reimbursement.

### **SECTION 5 – AMENDMENT**

This Agreement may only be amended by written instrument duly executed by the participating entities.

### **SECTION 6 – INDEPENDENT CONTRACTOR**

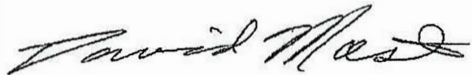
The Jasper County Sheriff's Office and its employees are an independent contractor and in no event or circumstance are any employees or volunteers of Jasper County to be considered

employees or agents of any of the participating service providers or receive benefits from any of the participating service providers.

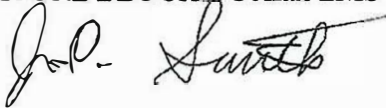
#### SECTION 7 – DURATION

This Agreement shall be of perpetual duration. Any participating entity may, however, terminate its participation in this Agreement by giving written notice to all other parties to this Agreement by March 1<sup>st</sup> prior to the upcoming fiscal year (July 1<sup>st</sup>). Failure of a participating entity to give notice by March 1<sup>st</sup> shall continue that entity's participation until timely notice is given.

SIGNATURE BLOCKS-City of Colfax




SIGNATURE BLOCKS-Colfax EMS Service Director



SIGNATURE BLOCKS-County of Jasper

SIGNATURE BLOCKS-Jasper County EMS Service Director



Resolution 25-

WHEREAS, The Jasper County Sheriff's Department has the need for and has requested that the Jasper County Board of Supervisors create one (1) position of permanent part-time Jailer.

NOW, THEREFORE BE IT RESOLVED that the Jasper County Board of Supervisors shall create one (1) position of permanent part-time Jailer.

Resolution adopted this 22th day of April 2025.

---

Brandon Talsma, Chairman

Attest:

---

Jenna Jennings, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES  
BOOK 22                      04/22/25                      PAGE

Resolution 25-

WHEREAS, The Jasper County Sheriff's Department has the need for and has requested that the Jasper County Board of Supervisors create one (1) position of permanent full-time Jailer.

NOW, THEREFORE BE IT RESOLVED that the Jasper County Board of Supervisors shall create one (1) position of permanent full-time Jailer.

Resolution adopted this 22th day of April 2025.

---

Brandon Talsma, Chairman

Attest:

---

Jenna Jennings, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES  
BOOK 22                      04/22/25                      PAGE





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 4<sup>th</sup> Street  
Ames, IA 50010  
515-239-1635  
[www.iowadot.gov](http://www.iowadot.gov)

April 11, 2025

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

Subject: Fiscal Year 2026 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 2026 Roadway Maintenance Agreement for routine maintenance on institutional roads within Rock Creek State Park.

This agreement will be effective for the period beginning 7/1/2025 and ending 6/30/2026.

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](mailto:benjamin.adey@iowadot.us).

Sincerely,

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

Benjamin Adey  
District 1 Staff Engineer - South Area

BA/jmr

Enclosure

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



## 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 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.
- 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: 7/1/2025

Ending Date: 6/30/2026

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

### RECOMMENDED FOR APPROVAL:

Jasper County Board of Supervisors

(AGENCY) (COUNTY) (CITY) (BOARD)

BY \_\_\_\_\_

\_\_\_\_\_  
(DATE)

TITLE \_\_\_\_\_

IOWA DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_

District Engineer

\_\_\_\_\_  
(DATE)

April 15, 2025



Jasper County Engineer  
910 N 11th Ave. E, P.O. Box 714  
Newton, IA 50208

Attn: Michael Frietsch, P.E., FMP

Re: Proposal for Subsurface Exploration  
F-48W Twin box Culverts  
Mitchellville, IA  
TEAM Proposal No. 3-6895

Dear Mr. Frietsch:

TEAM Services is pleased to submit this proposal to provide our professional engineering services for the subject project. This proposal documents our understanding of the project and presents a detailed scope of services, a projected schedule, and an estimate of our fees.

**Project Information** - Project information has been provided by you through email. F-48W east of Mitchellville is being realigned and twin box culverts are being constructed to support the new pavement at a stream crossing. Documents provided include a site plan showing the proposed new road alignment, culvert location, and desired boring locations.

**Scope of Services** – As requested, we propose to drill 2 borings. Borings will be drilled to a depth of about 25 feet below the existing grades. These borings cannot be drilled within the stream area with a geotechnical drilling rig. Instead, the drilling rig borings will be drilled alongside the stream, and a manual evaluation will be conducted along the stream banks and bottom wherein probing and up to 3 shallow (3 feet deep or less) hand auger borings will be performed to evaluate shallow soil conditions unique to the stream itself. All borings will extend to their planned depths, or to auger refusal, whichever is less. Groundwater levels will be obtained during drilling operations. Borings will be backfilled with auger cuttings after obtaining water levels.

Sampling will be in accordance with our standard procedures wherein a representative number of Shelby tube samples (ASTM D 1587) are obtained in cohesive soils, and split barrel samples (ASTM D 1586) are obtained in other cohesive soil intervals, granular soil, miscellaneous fill, and weathered rock or other very stiff or hard materials. Soil samples will be obtained at approximately 2½-foot intervals in the upper 15 feet and at 5-foot intervals thereafter. Jar samples of materials from the upper foot are routinely collected from the augers. Hand auger boring sampling is limited to collecting auger cuttings.



Hand penetrometer, water content, and density tests will be performed on representative portions of Shelby tube samples and water content tests will be performed on split barrel and jar samples. Atterberg limits tests will be conducted on shallow and potentially expansive soils, if encountered. All tests and drilling operations will be performed in general accordance with the applicable ASTM procedures.

A report will be prepared under the supervision of a licensed engineer addressing the available project information, our exploratory and laboratory testing procedures and results, and providing geotechnical engineering recommendations for design and construction of the proposed culvert including identifying unsuitable soils, recommendations for granular support, allowable bearing pressure, and settlement estimates.

**Fees** -- We will perform the above geotechnical services for a lump-sum fee of \$4,980.00. An invoice will be submitted upon completion of our services. Unless otherwise instructed, invoices will be submitted to your attention.

**Conditions** -- Items to be provided by the client include the right of entry to conduct the exploration and the locations of any private utilities existing in the area. We will call Iowa One Call for public utility location. Utilities not owned by subscribers to Iowa One Call should be identified to us. Grass and bare ground areas can be soft and drilling in agricultural fields can pose a risk to buried tile. Repair of ruts, tile or other disturbance to access boring locations and work at the site are not included in the scope of services herein. Any crop damage reimbursements shall be arranged and funded by others. Borings will be moved as necessary to locations where they can safely be drilling and readily be accessed with drilling equipment. If there are any other restrictions or special requirements regarding this site or exploration, these should also be known prior to commencing field work. Our terms and conditions are attached and should be considered a part of our proposal for services.

**Performance Schedule** – We anticipate starting fieldwork within approximately 6 to 8 weeks after written notice to proceed, weather permitting. Basic laboratory testing typically requires a few days to finish. Atterberg limits testing would add a couple additional days. Our completed engineering report would be submitted within approximately 10 working days following completion of field work and laboratory testing. TEAM Services is happy to provide preliminary information prior to submission of the final report, upon request.





**TEAM**  **Services**

Clinton Halverson, P.E.

BY: \_\_\_\_\_ (Signature) FOR: \_\_\_\_\_ (Name of Firm)

\_\_\_\_\_  
(Printed Name) DATE: \_\_\_\_\_

TEAM SERVICES  
TERMS AND CONDITIONS

**PAYMENT TERMS** \_ Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Client agrees to pay all costs associated with collection of overdue invoices, including reasonable attorney's fees.

In the event Client requests termination of the services prior to completion, a termination charge in an amount not to exceed thirty per cent of all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of TEAM Services be made. If during the execution of the services, TEAM Services is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

**INSURANCE** \_ TEAM Services maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with limits of \$1,000,000/\$1,000,000, Professional Liability Insurance in the amount of \$2,000,000 (per claim & aggregate), and Pollution Liability Insurance in the amount of \$1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TEAM Services will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

**STANDARD OF CARE** \_ The only warranty or guarantee made by TEAM Services in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

**LIMITATION OF LIABILITY** \_ Client agrees that TEAM Services' liability of any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or TEAM Services fee, whichever is greater. If client prefers to have higher limits on professional liability TEAM Services agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to Pay an additional consideration of two percent of our total fee, or \$200, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

**SAMPLING OR TESTING LOCATION** \_ The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in TEAM Services' report or shown on sketches are based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

**RIGHT OF ENTRY** \_ Unless otherwise agreed, Client will furnish right of entry on the property for us to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage which may result. If Client desires us to restore the property to its former condition, we will accomplish this and add the cost to our fee.

**DAMAGE TO EXISTING MANMADE OBJECTS** \_ It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. TEAM Services' field personnel are trained to recognize clearly identifiable stakes or markings in the field and without special written instructions to initiate field testing drilling and/or sampling within a reasonable distance of each designated location. If TEAM Services is cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, TEAM Services will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and save harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to TEAM Services in writing, and to reimburse TEAM Services for expenses in connection with any such claims or suits, including reasonable attorney's fees.

**SAMPLE DISPOSAL AGREEMENT** \_ Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and drilling samples or other specimens will be disposed of 60 days after submission of our report. Upon written request, TEAM Services will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

**OWNERSHIP OF DOCUMENTS** \_ All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by TEAM Services are instruments of service pursuant to this Agreement, shall be the sole property of TEAM Services. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of TEAM Services. At the request and expense of Client, TEAM Services will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the report contemplated by this Agreement.

**SAFETY** \_ Should TEAM Services provide periodic observations or monitoring services at the job site during construction, Client agrees that in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by TEAM Services is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

**SITE VISITS** \_ Client agrees that TEAM Services will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that TEAM Services will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that field services provided by TEAM Services will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision," "inspection," or "control" are used to mean periodic observation of the work and the conducting of tests by TEAM Services to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees does not mean that TEAM Services is observing placement of all materials. Full-time inspections mean that an employee of TEAM Services has been assigned for eight-hour days during regular business hours.

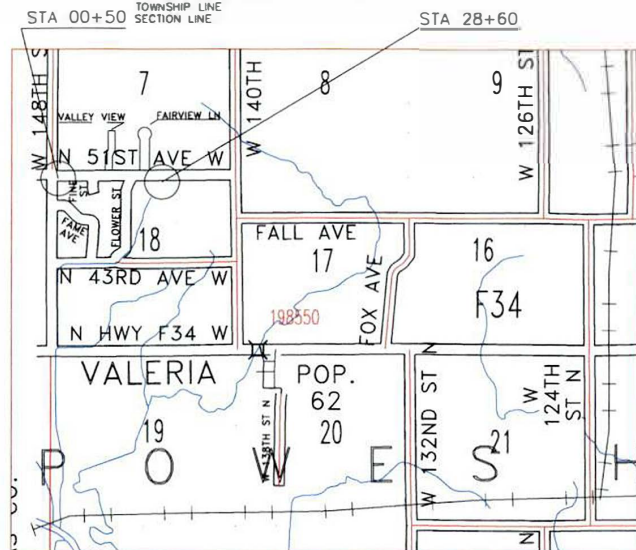
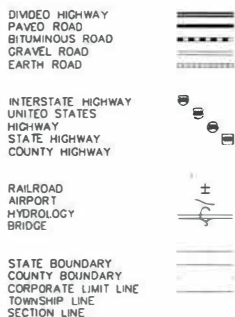
**GOVERNING LAW** \_ This agreement shall be governed in all respects by the laws of the State of Iowa.

LETTING DATE: JULY 9, 2025

PROJECT NUMBER: L-161--73-50

JASPER COUNTY HMA PAVEMENT - FULL DEPTH RECLAMATION

## LEGEND



PROJECT LOCATION  
VICINITY MAP

"NOT TO SCALE"



SCALES: AS NOTED  
2022 AADT 310 V.P.D.

JASPER COUNTY

# IOWA DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION PLANS OF PROPOSED IMPROVEMENT ON THE SECONDARY ROAD SYSTEM JASPER COUNTY L-161--73-50 HMA PAVEMENT - FULL DEPTH RECLAMATION

ON N 51ST AVE W, FROM W 148TH ST N  
E 0.5 MILES TO EXISTING PCC PAVEMENT

Refer to the Proposal Form for list of applicable specifications

THIS PROJECT IS NOT COVERED BY AN IOWA DEPARTMENT OF NATURAL  
RESOURCES NPDES PERMIT.

Approved \_\_\_\_\_ Date \_\_\_\_\_  
Board of Supervisors



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS  
PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION  
AND THAT I AM A ONLY LICENSED PROFESSIONAL ENGINEER  
UNDER THE LAWS OF THE STATE OF IOWA.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

MICHAEL J. FRIETSCH, PE 26831  
MY LICENSE RENEWAL DATE IS DEC. 31, 2026  
SHEETS COVERED BY THIS SEAL: A.01-E.01

PROJECT NUMBER: L-161--73-50

TOTAL SHEETS  
7

## INDEX OF SHEETS

NO.	DESCRIPTION
A.01	TITLE SHEET
B.01	GENERAL NOTES AND QUANTITIES
C.01-C.03	EXISTING AND TYPICAL CROSS SECTIONS
D.01	TRAFFIC CONTROL PLAN
E.01	TABULATIONS

## TRAFFIC CONTROL PLAN

ROADWAY WILL NOT BE OPEN TO THRU TRAFFIC. THE CONTRACTOR  
SHALL INSTALL BARRICADES AT ALL ENTRANCES OF CONSTRUCTION SITE  
OPERATIONS AS NECESSARY TO PROTECT THE PUBLIC. ADJACENT  
LANDOWNERS WILL BE ALLOWED ACCESS.

## MILEAGE SUMMARY

DIV.	LOCATION	LIN. FT.	MILES
BOP 00+50	EOP 28+60	2810	0.53

## STANDARD ROAD PLANS

THE FOLLOWING STANDARD PLANS SHALL BE CONSIDERED APPLICABLE TO  
CONSTRUCTION WORK ON THIS PROJECT

STANDARD	STANDARD	STANDARD	STANDARD
PM-110	10-15-24	DR-504	04-21-20
PV-3	10-15-24		
PV-301	04-15-25		
TC-252	04-21-20		
OR-101	04-18-17		
OR-103	04-21-15		
DR-104	04-19-16		
DR-203	04-21-20		

## UTILITY CONTACTS

COMPANY	UTILITY	CONTACT	PHONE	E-MAIL
IOWA REGIONAL UTILITY ASS.	WATER	Kimberlin Annis	641-792-7011	kannis@irua.net
WINSTREAME	COMM.	Locate Desk	800-289-1901	locate.desk@windstream.com
MIDAMERICAN ENERGY	ELEC.	Kylee Ferriss	800-292-8989	macdesign@midamerican.com
MIDAMERICAN ENERGY	GAS	Kylee Ferriss	800-292-8989	macdesign@midamerican.com



SHEET A.01



LETTING DATE: JULY 9, 2025

PROJECT NUMBER: L-161--73-50

JASPER COUNTY HMA PAVEMENT - FULL DEPTH RECLAMATION

# ESTIMATED QUANTITIES

REF. NO.	ITEM CODE	DESCRIPTION	UNIT	QUANTITY
1.	2102-2713090	EXCAVATION, CLASS 13, WASTE	CY	208
2.	2116-0000100	FULL DEPTH RECLAMATION	SY	7895.7
3.	2116-0000300	MINERAL STABILIZING AGENT	TON	215
4.	2121-7425020	GRANULAR SHOULDERS, TYPE "B".	TON	142
5.	2212-0475095	CLEANING AND PREPARATION OF BASE	MILE	0.5
6.	2213-710040	RELOCATION OF MAILBOX	EACH	15
7.	2303-0001000	HMA MIXTURE, WEDGE, LEVELING OR STRENGTHENING COARSE	TON	440
8.	2303-0002380	HMA INTERLAYER BASE COARSE, 3/8 IN. MIX EHT	TON	440
9.	2303-1043500	HMA, HT, SURFACE COURSE, 1/2 IN. MIX, NO SP. FRIC. REQ.	TON	880
10.	2303-1258283	ASPHALT BINDER, PG 58-28H, ST	TON	26
11.	2303-1258284	ASPHALT BINDER, PG 58-28H, HT	TON	53
12.	2303-1258346	ASPHALT BINDER, PG 58-34E, EHT	TON	35
13.	2303-6911000	HMA PAVEMENT SAMPLES	EACH	1
14.	2417-0225024	APRONS, METAL, 24 IN. DIA.	EACH	10
15.	2417-0225036	APRONS, METAL, 36 IN. DIA.	EACH	2
16.	2417-1060024	CULVERT, CORRUGATED METAL ROADWAY PIPE, 24 IN. DIA.	LF	348
17.	2417-1060036	CULVERT, CORRUGATED METAL ROADWAY PIPE, 36 IN. DIA.	LF	72
18.	2515-2475005	DRIVEWAY, P.C. CONCRETE 5 IN.	SY	256.3
19.	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	297.5
20.	2526-8285000	CONSTRUCTION SURVEY	LS	1
21.	2528-2518000	SAFETY CLOSURE	EACH	3
22.	2528-8445110	TRAFFIC CONTROL	LS	1
23.	2533-4980005	MOBILIZATION	LS	1
24.	2601-2634100	MULCHING	ACRE	1.5
25.	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	1.5

## REF. NO.

- UTILIZE AS NEEDED TO ACHIEVE PROPER DEPTH AND SHAPE OF RECLAIMED MATERIALS
- FULL DEPTH RECLAMATION QUANTITIES ARE BASED OF A DEPTH OF 12", 7" OF EXISTING HMA AND 5" OF DIRT AND ROCK BASE, 24" WIDE.
- MINERAL STABILIZING AGENT SHALL BE PORTLAND CEMENT MEETING ASTM C 150, TYPE 1. APPLIED AT 5.0% OF 4,300 TONS OF RECLAIMED MATERIAL. BASED ON 120 ILB PER CUBIC FT2 OF FDR
- SEE SHEETS C.02 AND C.03
- THE CONTRACTOR TO REMOVE & RESET, ACCORDING TO U.S. POSTAL REQUIREMENTS, ANY MAILBOXES AS NECESSARY. TEMPORARY PLACEMENT OF MAILBOXES DURING STAGED CONSTRUCTION SHALL BE COORDINATED WITH THE POST OFFICE. ITEM SHALL BE MEASURED PER EACH MAILBOX REMOVED & REPLACED & PAID FOR 'EACH' AT THE CONTRACT UNIT PRICE. MULTIPLE MAILBOXES ON THE SAME POST COUNT AS ONE MAILBOX. MAILBOXES WITH MULTIPLE POSTS COUNT AS ONE MAILBOX. SEE TABULATION ON SHEET E.01
- 1/2" INTERMEDIATE MIX SHALL BE USED.
- 7-9. REFER TO C.02 & C.03 SHEETS FOR TYPICAL SECTIONS. THIS ITEM REQUIRES CERTIFIED PLANT INSPECTIONS BY THE CONTRACTOR. FOLLOW SS-15010 SUPPLEMENTAL SPECIFICATIONS FOR HOT MIX ASPHALT INTERLAYER FOR INTERLAYER PAVING.
- 10-11. QUANTITY IS BASED ON 6% BY WEIGHT OF THE TONS OF MIX.
12. QUANTITY IS BASED ON 8% BY WEIGHT OF THE TONS OF MIX.

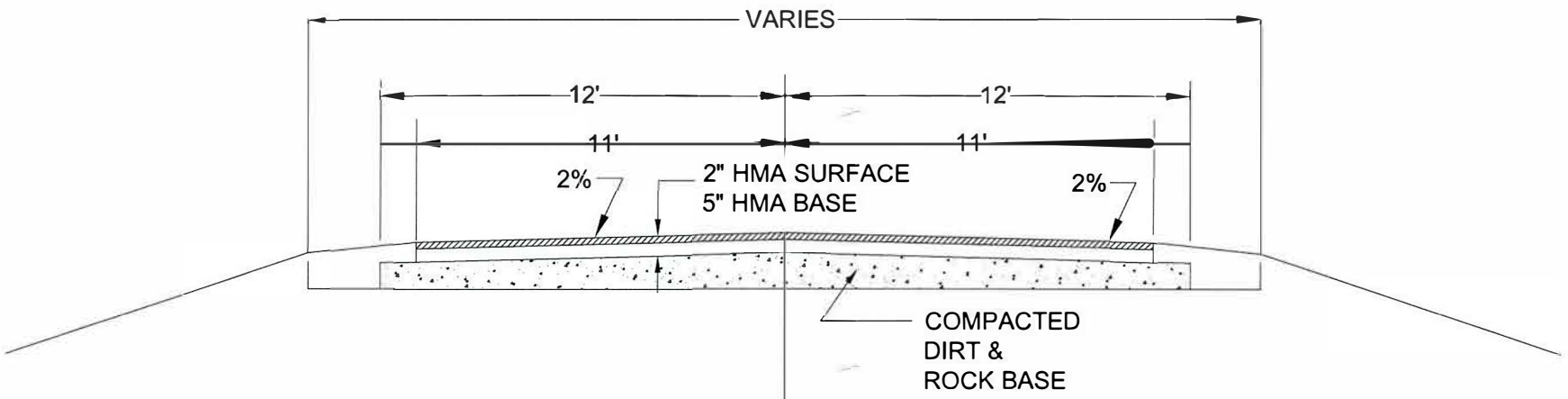
JASPER COUNTY

## GENERAL NOTES

- THE CONTRACTOR SHALL CONTAIN ALL WORK TO THE EXISTING COUNTY RIGHT OF WAY UNLESS WRITTEN PERMISSION IS OBTAINED FROM PERSPECTIVE PROPERTY OWNER AND PRESENTED TO THE CONTRACTING AUTHORITY.
- ALL RUBBLE AND DEBRIS GENERATED BY REMOVAL CONSTRUCTION OPERATIONS SHALL BE CLEANED UP AND DISPOSED OF BY THE CONTRACTOR IN COMPLIANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS.
- ANY EXISTING FIELD TILE THAT IS DISTURBED DURING CONSTRUCTION SHALL BE REPLACED OR REPAIRED TO FUNCTION AS WELL OR BETTER THAN ORIGINAL BY THE CONTRACTOR AT THEIR EXPENSE.
- IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITIES ON THIS PROJECT PRIOR TO BEGINNING WORK, AS PER ARTICLE 1107.5 OF THE STANDARD SPECIFICATIONS.
- STANDARD SPECIFICATION SECTIONS ASSOCIATED WITH ITEM CODES SHALL APPLY UNLESS OTHERWISE NOTED.
- 911 SIGNS SHALL NOT BE DISTURBED UNLESS THEY INTERFERE WITH CONSTRUCTION. DISTURBED 911 SIGNS SHALL BE REPLACED BY OTHERS.
- A PLAN FOR STAGE CONSTRUCTION OF LOCAL ACCESSES WHICH ARE REQUIRED TO REMAIN OPEN TO TRAFFIC DURING CONSTRUCTION SHALL BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL BY THE ENGINEER PRIOR TO CONSTRUCTION
- CONTRACTOR SHALL NOTIFY COUNTY 2 WEEKS PRIOR TO STARTING CONSTRUCTION.
- NO CLEANOUTS WILL BE ALLOWED ON OR ALONG ANY CITY, COUNTY, OR STATE ROADS.
- 00+50 IS LOCATED 50' FROM W 148TH ST N EDGE OF ROAD ALONG N 51ST AVE
- 28+60 IS LOCATED WHERE PCC BEGINS ON N 51ST AVE W
- 13. HMA CERTIFIED PLANT INSPECTION REQUIRED. CONTRACTOR SHALL COORDINATE WITH JASPER COUNTY ENGINEER.
- 14-15. AS PER STANDARD DR-203 WITH TOE PLATE AND CLASS 1 BEDDING
- 16-17. PRICE TO INCLUDE EXCAVATION AS PER ARTICLE 2402, UTILIZE RECLAIMED MATERIALS AS NEEDED TO ACHIEVE PROPER DEPTH & SHAPE. PLACED AND COMPACTED IN 6 INCH INCREMENTS. PRICE TO INCLUDE 4 INCHES OF CLASS B BEDDING UNDER ALL ROADWAY PIPES PER DR-101
- 18-19. CONCRETE SHALL BE C4WR-C20 WITH ESTABLISHED MATURITY AND 318 AGG DURABILITY. AIR SPECS SHALL BE 5.5-8.5, SLUMP 2-5, DOWELS SHALL BE PLACED INTO EXISTING CONCRETE BEFORE POURING. JOINTS SHALL BE CUT WHERE ALREADY ESTABLISHED. TEAR OUT OF PPC DRIVEWAYS WILL BE TO THE NEAREST PRACTICABLE JOINT AND 6 FEET ON HMA DRIVEWAYS
- 20. SHALL INCLUDE ESTABLISHING CENTERLINE PROFILE AND GRADE FROM EXISTING ROAD. SURVEYOR SHALL ALSO PRESERVE AND/OR REESTABLISH EXISTING SECTION CORNERS, MONUMENTS, AND PROPERTY CORNERS THAT HAVE BEEN DISTURBED DURING PROJECT.
- 21-22. REFER TO SHEET D.01 FOR SAFETY CLOSURES. CONSTRUCTION SHALL BE STAGED SO THAT RESIDENTS ALONG THE PROJECT ROUTE WILL HAVE ACCESS TO THEIR HOMES AND DRIVEWAYS DAILY. IN LIEU OF STAGING THE CONTRACTOR MAY PROVIDE LIGHT VEHICLES (E.G. GOLF CARTS OR ATVS) TO ENSURE ACCESS PRIOR TO OPENING THE ROAD TO LOCAL TRAFFIC. NO EXTRA PAYMENT WILL BE MADE IF THE ALTERNATIVE IS SELECTED.
- 24-25. THE CONTRACTOR IS TO RESHAPE, FERTILIZE, SEED AND MULCH ANY AREAS DISTURBED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITION. THIS SHALL BE INCLUDED IN THE PRICES FOR "SEEDING AND FERTILIZING (URBAN)".

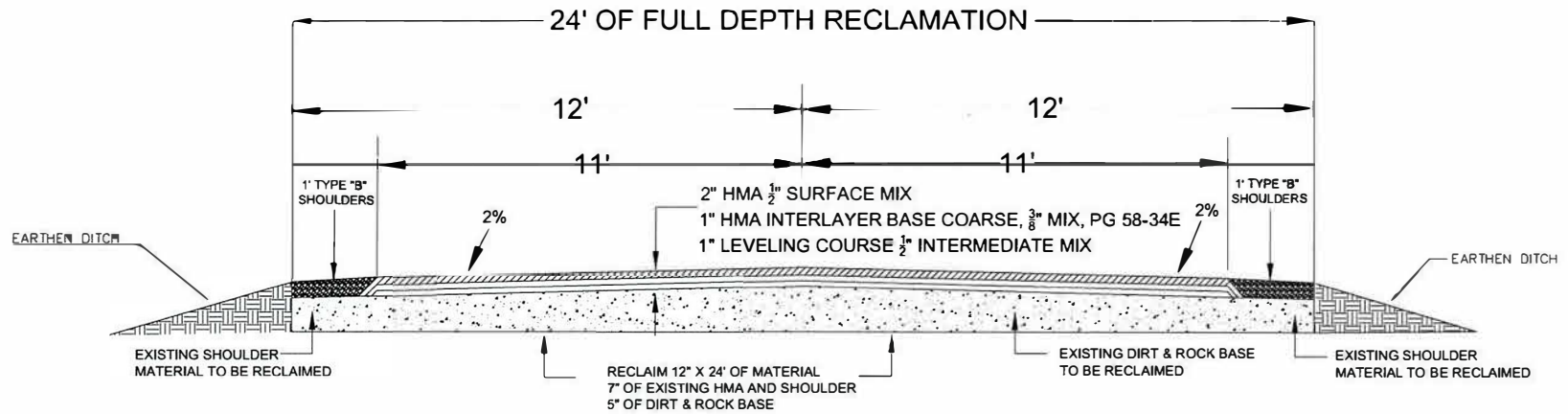
PROJECT NUMBER: L-161--73-50

PAGE B.01

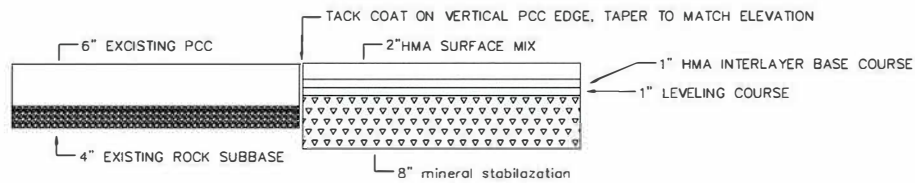


## EXISTING TYPICAL CROSS SECTION FROM STA. 00+50 TO STA. 28+60

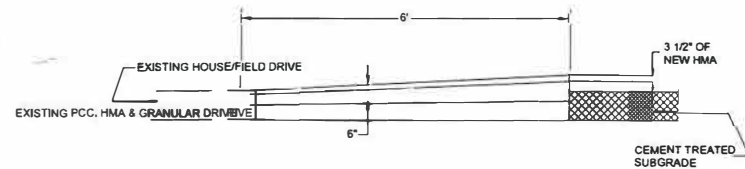




## TYPICAL CROSS SECTION FROM STA. 00+50 TO STA. 28+60



BUTT JOINT AT  
 STATION 28+60

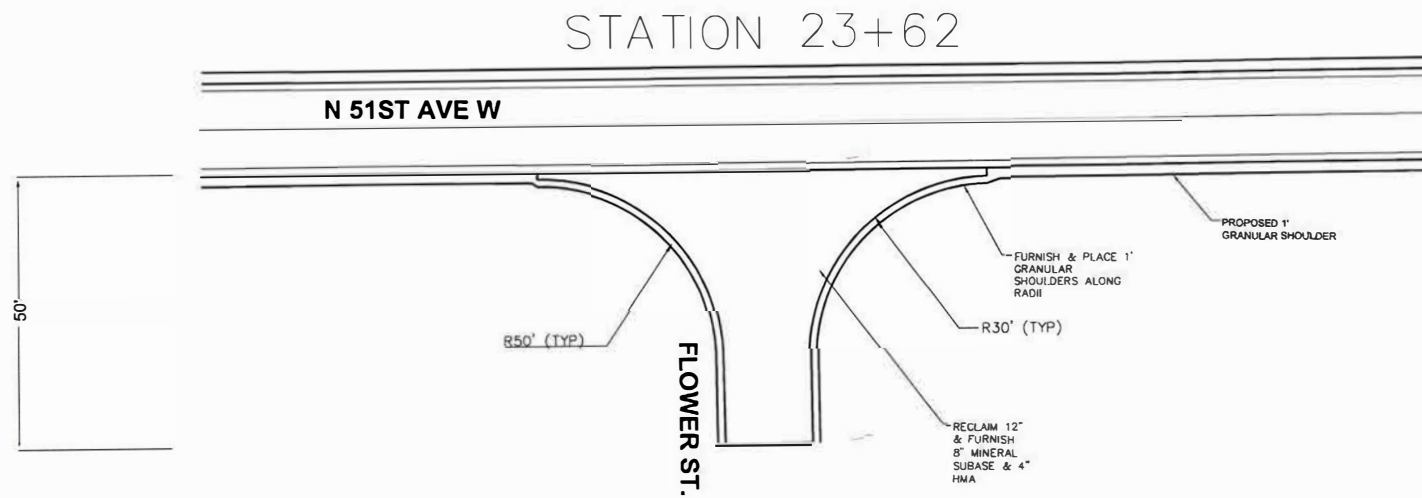
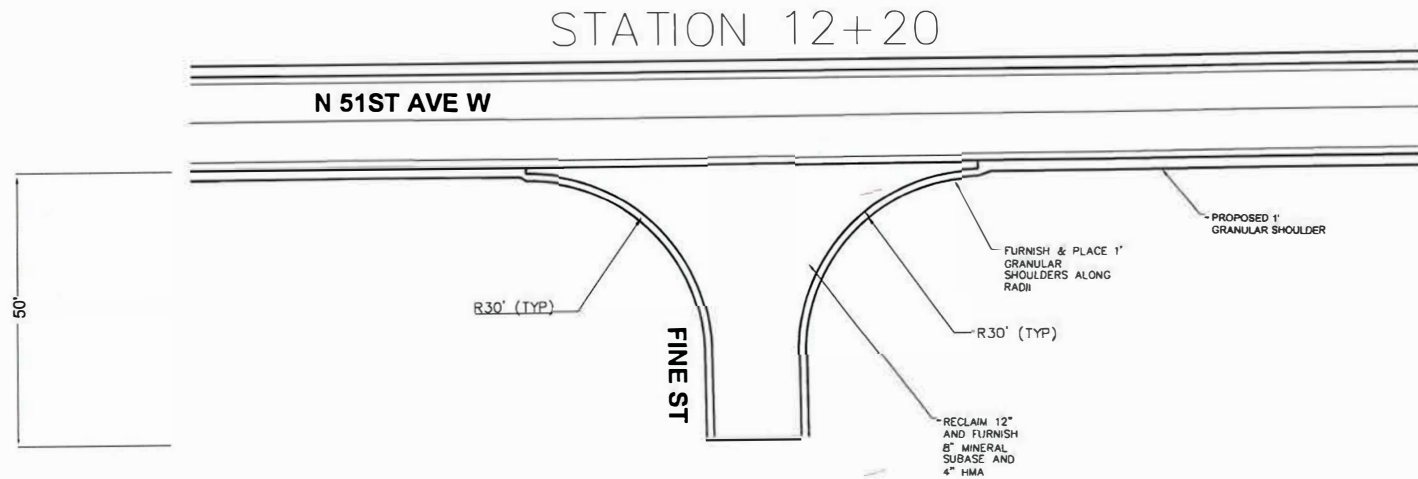


DRIVEWAY CORE  
 OUT SECTIONS

PROJECT NUMBER: L-161--73-50  
JASPER COUNTY HMA PAVEMENT - FULL DEPTH RECLAMATION

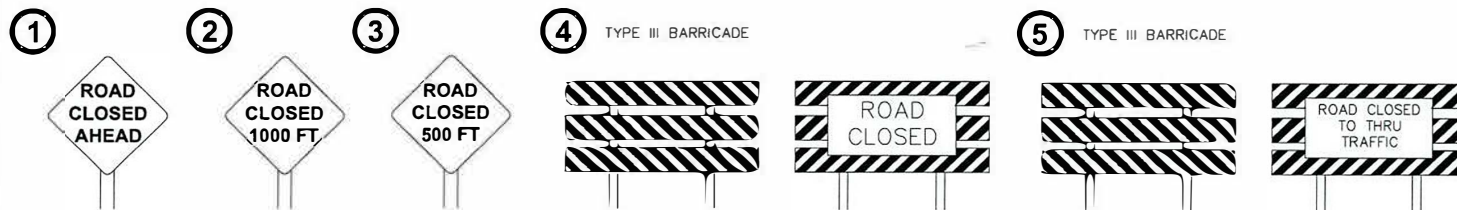
LETTING DATE: JULY 9, 2025

JASPER COUNTY

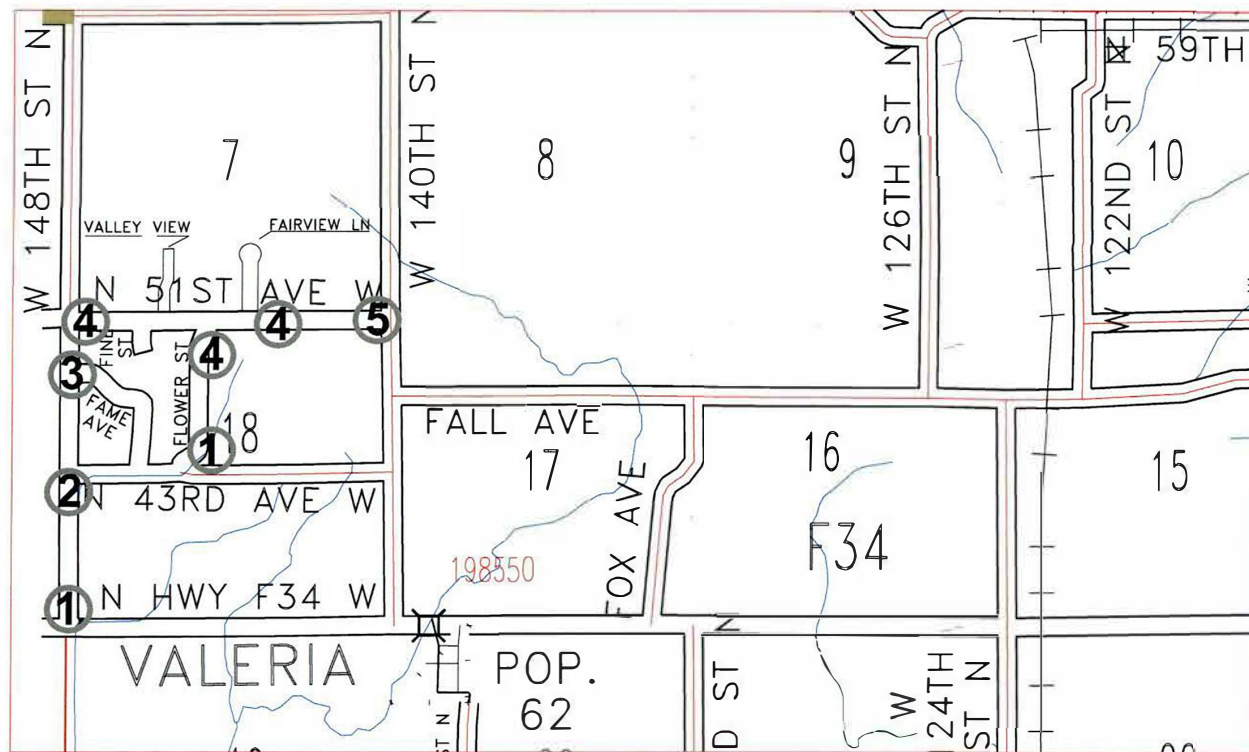


PROJECT NUMBER: L-161--73-50

SHEET C.03



TABULATION	
①	2 EACH
②	1 EACH
③	1 EACH
④	3 EACH
⑤	1 EACH



## DRAINAGE STRUCTURE BY CONTRACTOR

184.03  
3/18/24

Length of unclassified pipe calculated is based on using Reinforced Concrete Pipe.

\* Not a bid item

(1) Diameter or equivalent diameter

(2) UNCL = Unclassified Pipe CMP = Corrugated Metal Pipe RCP = Reinforced Concrete Pipe LCP = Arch or Elliptical Low Clearance Pipe SARC = Steel Arch Pipe

(3) Backfill according to DR-181

Drainage Area (ACRES)	Location	Type	Size (IN) (1)	Pipe Classification Kind of Pipe (2)	Length New Const. (LF)	Length of total existing trenchless bedding Class	Design Cover (ft) (FT)	Center* (DR-102) (FT)	Flow No. (IN)	Apiron No. (OUT)	Apiron Guard* (DR-213) (No.)	Flow* (DR-141) (No.)	Flow* (DR-591) (No.)	Flow* (DR-142) (No.)	Flow* (DR-141) (No.)	Type (C) Conn.* (DR-112)	Flow* (C) Conn.* (No.)	Connected Pipe Joint* (DR-111)	4" Perforated Subdrain (FT)	Flow Line Elevation LT.	Flow Line Elevation RT.	Flow Line Elevation Other	Flow Line Elevation Other	Dimensions Linear Feet Total (Left)	Dimensions Linear Feet Total (Right)	Dimensions Linear Feet Extensions	Dimensions Linear Feet Extensions	Skew Ahead Degrees (Left)	Skew Ahead Degrees (Right)	Dike location	Dike Station	Dike Elevation	Dike Type	Class 20 (CY)	Flowable Mortar	Floodable Backfill* (A)	Porous Backfill* (B)	Flooded Backfill(4+9)	Remarks		
	8+84.00	METAL	24.0	CMP	48.0	8	2.76		1	1	2									885.22	888.47																				
	12+20.00	METAL	24.0	CMP	48.0	8	1.04		1	1	2									891.98	893.47																				
	18+77.00	METAL	24.0	CMP	52.0	8	2.26		1	1	2									901.25	900.13																				
	18+95.00	METAL	24.0	CMP	52.0	8	2.26		1	1	2									901.72	900.45																				
	23+05.00	METAL	36.0	CMP	72.0	8	3.49		1	1	2									909.45	906.28									44.8											
	23+10.00	METAL	24.0	CMP	72.0	8	2.45		1	1	2									908.01	910.24									48.9											

## TABULATION OF MAILBOX RELOCATION

STATION	911 ADDRESS	QUANTITY	REMARKS
03+12	HOUSE NO. 14738	1	
03+13	HOUSE NO. 14749	1	
06+15	HOUSE NO. 14704	1	
07+03	HOUSE NO. 14715	1	
07+71	HOUSE NO. 14682	1	
10+31	HOUSE NO. 14652	1	
15+72	HOUSE NO. 14554	1	
17+11	HOUSE NO. 14551	1	
18+04	HOUSE NO. 14514	1	
21+17	HOUSE NO. 14480	1	
21+72	HOUSE NO. 14495	1	
22+88	HOUSE NO. 14456	1	
24+51	HOUSE NO. 14440	1	
26+30	HOUSE NO. 14413	1	
26+67	HOUSE NO. 14410	1	

## **MEMORANDUM OF UNDERSTANDING BETWEEN JASPER COUNTY, IOWA AND BRIAN S. FIVAS CONCERNING ENCROACHMENT INTO PUBLIC HIGHWAY RIGHT-OF-WAY**

1. **PARTIES.** This Memorandum of Understanding ("MOU") is between Jasper County, Iowa, ("Jasper County") and Brian S. Fivas (Mr. Fivas).
2. **PURPOSE.** The purpose of this Memorandum of Understanding is to address encroachment of a structure on property owned by Mr. Fivas into the right-of-way of the highway known as F-34 W in Valeria, Iowa.
3. **LOCATION.** Highway F-34 W through Valeria is part of Jasper County's Farm-to Market (FM) system; and Valeria has a population less than 500, hence its jurisdiction falls under the County Board of Supervisors (BOS) in accordance with Iowa Code 306.45. Property Identification Number (PIN) is 0620103014. Address of property is 3482 Johnson St Colfax, Iowa. Said encroachment is located approximately 930 feet east of W 140<sup>th</sup> St N in Jasper County or 195 feet west of Main Street in Valeria, Iowa.
  - (a) "Structure" or "Encroachment" as utilized in this Memorandum of Understanding refer to a wall built at the above-described location.
4. **TERM OF MEMORANDUM OF UNDERSTANDING.** This Memorandum of Understanding is effective upon the date of its signing, and it shall be perpetual unless otherwise noted hereafter. An executed copy of this MOU shall be recorded by Jasper County in the Recorder's office.
5. **JASPER COUNTY DUTIES AND OBLIGATIONS.** Upon the mutual acceptance of this agreement, Jasper County shall allow the structure to exist within the right-of-way of F-34 W.
6. **MR. FIVAS'S DUTIES AND OBLIGATIONS.** Mr. Fivas agrees to indemnify and hold harmless Jasper County and/or any agents or employees thereof for any claims asserted by any third party for personal injury, death, or property damage to the extent caused by this or any structure encroaching the right-of-way of F-34 W associated with this parcel.
7. **DISPUTE RESOLUTION.** In the event that a dispute arises concerning the interpretation, implementation, or enforcement of this Memorandum of Understanding, the Parties agree to resolve the dispute through good faith negotiations. If such efforts are unsuccessful, the Parties agree to participate in mediation conducted by a mutually agreed-upon neutral third-party mediator before pursuing any other legal or administrative remedies. The costs of mediation shall be shared equally by the Parties unless otherwise agreed upon in writing.



8. **MODIFICATION OF MEMORANDUM OF UNDERSTANDING.** This Memorandum of Understanding may be modified only by written agreement between the parties. No party has the right to revoke or modify any provision of this agreement, including the term, without the prior written consent of the other parties.
9. **MISCELLANEOUS.** This Memorandum of Understanding (a) is binding upon and shall inure to the benefit of the parties and their respective successors and assigns, and (b) may be executed in separate counterparts each of which will be an original and all of which taken together will constitute one and the same agreement. Moreover, this agreement does not obligate Jasper County to preserve, maintain, restore, or reconstruct this structure in the same manner as the original construction. Future maintenance and/or construction activities associated with this structure shall be by Mr. Fivas and successive owners of this parcel.


**(SIGNATURE LINES)**

The parties are causing this Memorandum of Understanding to become binding and effective as of the date when all parties have signed this Memorandum of Understanding.

JASPER COUNTY, IOWA

BRIAN S. FIVAS

By: \_\_\_\_\_  
Brandon Talsma, Chairman  
Jasper County Board of Supervisors

By:  \_\_\_\_\_  
Brian S. Fivas

ATTEST:

Date: 4/7/, 2025

By: \_\_\_\_\_  
Jenna Jennings, Auditor  
Jasper County, Iowa

Date: \_\_\_\_\_, 2025

STATE OF IOWA )  
COUNTY OF Polk )

SS:

This record was acknowledged before me on April, 7<sup>th</sup>, 2025, by **Brian S. Fivas**, as the **Owner of the Parcel with Identification No. 0620103014**.

  
\_\_\_\_\_  
Notary Public



STATE OF IOWA )  
COUNTY OF JASPER )

SS:

This record was acknowledged before me on \_\_\_\_\_, 2025, by and **Jenna Jennings**, as the **Chairman of the Board of Supervisors**, and **Auditor**, respectively, of **Jasper County, Iowa**.

\_\_\_\_\_  
Notary Public

**ITEMS TO INCLUDE ON AGENDA  
FOR THE BOARD MEETING ON APRIL 22, 2025**

**JASPER COUNTY, IOWA**

Not to Exceed \$4,500,000 General Obligation Urban Renewal Capital Loan Notes

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

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

April 22, 2025

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

\_\_\_\_\_

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

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

\* \* \* \* \*

Board Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$4,500,000 GENERAL OBLIGATION URBAN RENEWAL CAPITAL LOAN NOTES OF JASPER COUNTY, STATE OF IOWA (FOR URBAN RENEWAL PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Board Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

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

\_\_\_\_\_

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

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

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

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$4,500,000 GENERAL OBLIGATION URBAN RENEWAL CAPITAL LOAN NOTES OF JASPER COUNTY, STATE OF IOWA (FOR URBAN RENEWAL PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. \_\_\_\_\_, adopted on April 22, 2025, the Board of Supervisors found and determined that certain areas located within the County are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Urban Renewal Plan (the "Plan") for the Jasper Rail Park Urban Renewal Area (the "Area" or "Urban Renewal Area"), which Plan is on file in the office of the County Auditor of Jasper County, Iowa; and

WHEREAS, it is deemed necessary and advisable that Jasper County, State of Iowa, should provide for the authorization of a Loan Agreement and the issuance of General Obligation Urban Renewal Capital Loan Notes, to the amount of not to exceed \$4,500,000, as authorized by Sections 331.402, 331.443 and 403.12, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out urban renewal purpose project(s) as hereinafter described; and

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



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

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

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

Section 1. That this Board meet in the Board of Supervisors Room, Jasper County Courthouse, 101 1<sup>st</sup> Street North, Newton, Iowa, at \_\_\_\_\_ M., on the 6<sup>th</sup> day of May, 2025, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$4,500,000 General Obligation Urban Renewal Capital Loan Notes, for urban renewal purposes, the proceeds of which will be used to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the Jasper Rail Park Urban Renewal Area, including acquisition of property for use as a rail park.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Urban Renewal Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$4,500,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

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

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

(To be published on April 23 or April 24)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS  
OF JASPER COUNTY, IOWA, ON THE MATTER OF THE  
PROPOSED AUTHORIZATION OF A LOAN AGREEMENT  
AND THE ISSUANCE OF NOT TO EXCEED \$4,500,000  
GENERAL OBLIGATION URBAN RENEWAL CAPITAL  
LOAN NOTES OF THE COUNTY (FOR URBAN RENEWAL  
PURPOSES), AND THE HEARING ON THE ISSUANCE  
THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Jasper County, State of Iowa, will hold a public hearing on the 6<sup>th</sup> day of May, 2025, at \_\_\_\_\_ M., in the Board of Supervisors Room, Jasper County Courthouse, 101 1st Street North, Newton, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$4,500,000 General Obligation Urban Renewal Capital Loan Notes, for urban renewal purposes, to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plan for the Jasper Rail Park Urban Renewal Area, including acquisition of property for use as a rail park. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the County, may be filed with the Auditor of the County in the manner provided by Section 331.306 of the Code of Iowa, pursuant to the provisions of Sections 331.402, 331.441(2)(b)(14), 331.443 and 403.12 of the Code of Iowa.

The annual increase in property taxes as the result of the issuance on a residential property with an actual value of one hundred thousand dollars is estimated not to exceed \$10.94. This estimate only considers the impact on property taxes of financing authority established by this hearing for the above-described project(s). The notes may be issued in one or more series over a number of years. Finance authority established by this hearing may be combined with additional finance authority, causing the estimate for the annual increase in property taxes for the entire issuance to be greater than the estimate stated herein. Changes in other levies may cause the actual annual increase in property taxes to vary.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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County Auditor, Jasper County, State of Iowa

(End of Notice)

PASSED AND APPROVED this 22<sup>nd</sup> day of April, 2025.

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Chairperson, Board of Supervisors

ATTEST:

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County Auditor

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF JASPER

)

I, the undersigned County Auditor of Jasper County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective County offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
County Auditor, Jasper County, State of Iowa

(COUNTY SEAL)



**ITEMS TO INCLUDE ON AGENDA  
FOR THE BOARD MEETING ON APRIL 22, 2025**

**JASPER COUNTY, IOWA**

Not to Exceed \$850,000 General Obligation Capital Loan Notes

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

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

April 22, 2025

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

\_\_\_\_\_

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

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

\* \* \* \* \*

Board Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$850,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF JASPER COUNTY, STATE OF IOWA (FOR ESSENTIAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Board Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

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

\_\_\_\_\_

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

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

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

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$850,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF JASPER COUNTY, STATE OF IOWA (FOR ESSENTIAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that Jasper County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$850,000, as authorized by Sections 331.402 and 331.443, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential county purpose project(s) as hereinafter described; and

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

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

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

Section 1. That this Board meet in the Board of Supervisors Room, Jasper County Courthouse, 101 1st Street North, Newton, Iowa, at \_\_\_\_\_ .M., on the 6<sup>th</sup> day of May, 2025, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$850,000 General Obligation Capital Loan Notes, for essential county purposes, the proceeds of which will be used to provide funds to pay the costs of public buildings, including the site or grounds of, and the erection, equipment, remodeling, or reconstruction of, and additions or extensions to the buildings, including equipping, reconstruction, and remodeling at the sheriffs training facility, and erection and equipping of two new park maintenance sheds.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$850,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

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

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

(To be published on April 23 or April 24)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS  
OF JASPER COUNTY, IOWA, ON THE MATTER OF THE  
PROPOSED AUTHORIZATION OF A LOAN AGREEMENT  
AND THE ISSUANCE OF NOT TO EXCEED \$850,000  
GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE  
COUNTY (FOR ESSENTIAL COUNTY PURPOSES), AND  
THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Jasper County, State of Iowa, will hold a public hearing on the 6<sup>th</sup> day of May, 2025, at \_\_\_\_\_ M., in the Board of Supervisors Room, Jasper County Courthouse, 101 1st Street North, Newton, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$850,000 General Obligation Capital Loan Notes, for essential county purposes, to provide funds to pay the costs of public buildings, including the site or grounds of, and the erection, equipment, remodeling, or reconstruction of, and additions or extensions to the buildings, including equipping, reconstruction, and remodeling at the sheriffs training facility, and erection and equipping of two new park maintenance sheds. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

The annual increase in property taxes as the result of the issuance on a residential property with an actual value of one hundred thousand dollars is estimated not to exceed \$2.06. This estimate only considers the impact on property taxes of financing authority established by this hearing for the above-described project(s). The Notes may be issued in one or more series over a number of years. Finance authority established by this hearing may be combined with additional finance authority, causing the estimate for the annual increase in property taxes for the entire issuance to be greater than the estimate stated herein. Changes in other levies may cause the actual annual increase in property taxes to vary.

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

This notice is given by order of the Board of Supervisors of Jasper County, State of Iowa, as provided by Sections 331.402 and 331.443 of the Code of Iowa.



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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County Auditor, Jasper County, State of Iowa

(End of Notice)

PASSED AND APPROVED this 22<sup>nd</sup> day of April, 2025.

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Chairperson, Board of Supervisors

ATTEST:

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County Auditor

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF JASPER

)

I, the undersigned County Auditor of Jasper County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective County offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
County Auditor, Jasper County, State of Iowa

(COUNTY SEAL)

Resolution \_\_\_\_\_

STATE OF IOWA }  
Jasper County }

**TRANSFER ORDER**

**\$10,044.39**

Newton, Iowa, April 22, 2025

Doug Bishop, Treasurer, Jasper County, Iowa

**Transfer** Ten thousand forty four dollars and 39/100\*\*\*

From: 0001-General Basic Fund

To: 0760- Attorney Collections

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Board Action

**By Order of Board of Supervisors.**

\_\_\_\_\_  
**Supervisor**

**NO. 1547**

\_\_\_\_\_  
**Attest**

  
\_\_\_\_\_  
**Auditor/Designee**

**This transfer reflects 3rd quarter FY 24-25.**

County General Fund receives 28% of all Court Debt Collected. Threshold for Jasper County is \$100,000. Once Jasper County reaches its threshold: General Fund will continue to receive 28% of all Court debt collected. An additional 5% of all Court Debt Collected is designated to the County Attorney Office. This Continues for the remainder of the fiscal year. "Court debt" means all fines, penalties, court costs, fees, forfeited bail, surcharges under chapter 911, victim restitution, court-appointed attorney fees or expenses of a public defender ordered pursuant to section 815.9, or fees charged pursuant to section 356.7 or 904.108.

## COLLECTIONS REPORT FISCAL YEAR ENDING JUNE 30, 2025

MONTH	TOTAL COLLECTED	COUNTY SHARE TOTAL	COUNTY SHARE 28%	COA SHARE 5%
July	\$45,814.00	\$12,827.00	\$12,827.00	
August	\$42,384.00	\$11,867.00	\$11,867.00	
September	\$44,313.00	\$13,972.00	\$12,407.00	\$1,565.00
October	\$56,598.00	\$18,711.00	\$15,832.00	\$2,879.00
November		\$17,608.00	\$15,912.00	\$1,696.00
December	\$49,142.00	\$16,661.00	\$13,148.00	\$3,513.00
January	\$67,089.00	\$20,689.00	\$17,554.00	\$3,134.39
February	\$75,715.52	\$23,713.00	\$20,098.00	\$3,615.00
March	\$69,227.00	\$21,749.00	\$18,454.00	\$3,295.00
TOTAL	\$450,282.52	\$157,797.00	\$138,099.00	\$19,697.39

County General Fund receives 28% of all Court Debt collected.

Threshold for Jasper County is \$100,000.

Once Jasper County reaches its threshold:

General fund will continue to receive 28% of all Court debt collected.

An additional 5% of all Court Debt Collected is designated to the County Attorney Office. This continues for the remainder of the fiscal year.

- a. "Court debt" means all fines, penalties, court costs, fees, forfeited bail, surcharges under chapter 911, victim restitution, court-appointed attorney fees or expenses of a public defender ordered pursuant to section 815.9, or fees charged pursuant to section 356.7 or 904.108.

Court Debt for computing the threshold and therefore the amount paid to the County does not include:

Victim Restitution

Surcharges

Criminal penalty surcharge

Law Enforcement Initiative Surcharge

D.A.R.E. surcharge

Sex Offender Civil Penalty

Jail Room and Board—although all that is collected comes back to county.



April 15, 2025

Tuesday, April 15, 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 open a Public Hearing for Kristin Crozier on behalf of the Veda Crozier Trust requesting a rezone from parcel #06.01.300.006 from agricultural (A) to rural residential large lot (RR5).

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to close the Public Hearing.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to waive the 2<sup>nd</sup> and 3<sup>rd</sup> readings for the Public Hearing.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve a rezone request for Kristin Crozier on behalf of Veda Crozier Trust for parcel #06.01.300.006 from agricultural (A) to rural residential large lot (RR5) starting at The Northwest Quarter of the Southwest Quarter EXCEPT vacated railroad right-of-way, and EXCEPT Commencing at the Northeast corner of the Northeast Quarter of the Southwest Quarter thence South 50 rods, thence West 48 rods, thence North 50 rods, thence East 48 rods to the point of beginning, and EXCEPT the East 490 feet of the South 110 feet of the North 825 feet of the Northeast Quarter of the Southwest Quarter and EXCEPT the West 302 feet of the East 792 feet of the South 254 feet of the North 969 feet of the Northeast Quarter of the Southwest Quarter all in Section 1, Township 80 North, Range 21 West of the 5<sup>th</sup> P.M., Jasper County, Iowa.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to open a Public Hearing for Nathan and Stephanie Van Maanen requesting a rezone for parcel #14.08.300.010 from rural residential (RR1) to agricultural (A).

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to close the Public Hearing.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to waive the 2<sup>nd</sup> and 3<sup>rd</sup> readings for the Public Hearing.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve a rezone request for Nathan and Stephanie Van Maanen for parcel #14.08.300.010 from rural residential (RR1) to agricultural (A) starting at Lot A of the Southwest Quarter of Section 8, Township 79 North, Range 18 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as appears in Plat Book B page 89 in the Office of the Recorder of said County, AND The South 5 acres of Lot 6, Subdivision of the Southeast Quarter of the Northwest Quarter of Section 8, Township 79 North, Range 18 West of the 5<sup>th</sup> P.M. Jasper County, Iowa, as appears in Plat Book B page 88 in the office of the Recorder of said County. Except Parcel D Lot A SW & S 5 acres of Lot 6 NW and Parcel E Lot A SW as it appears in 2025-01247 in the office of the Recorder of said County.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve the only quote presented from Star Equipment, LTD in the amount of \$40,206.09 for a HiFlow Mulcher attachment for a CAT 275XE.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve the only quote presented from Ziegler Inc. in the amount of \$140,061.12 for a 2025 Caterpillar 275XE compact track loader.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve the 2025-2026 Collective Bargaining Agreement with AFSCME/Courthouse/Maintenance & Elderly Nutrition.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve the 2025-2026 Collective Bargaining Agreement with AFSCME/Sheriff's Office.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve the 2025-2026 Collective Bargaining Agreement with PPME/Secondary Roads.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve final plans for seal coating of Highway S-74 from Newton CL to North Street in Reasnor.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve final plans for seal coating of Image Avenue from N. 27<sup>th</sup> Ave E South 0.7 miles to Kellogg City Limits.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve final plans for seal coating Highway T-38 N from US 6 E North 8.8 miles to Marshall County Line.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to set a Public Hearing for reclassification of N 75<sup>th</sup> Ave W between W 116<sup>th</sup> St N and W 108<sup>th</sup> St N as Area Service "B" Road with recommended dates and times of May 13<sup>th</sup>, May 20<sup>th</sup>, and May 27, 2025, at 9:30 a.m. in the Board of Supervisors Room.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to set a Public Hearing for Secondary Roads FY2025 Budget Amendment with recommended dates and times of May 6<sup>th</sup>, May 13<sup>th</sup>, and May 20, 2025, at 9:30 a.m. in the Board of Supervisors Room.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve the Recorder's Quarterly Report from January 1, 2025, to March 31, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve the Board of Supervisors minutes for April 8, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

There were no Board Appointments.

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

YEA: CUPPLES, NEARMYER, TALSMA

ROLL CALL YEA: NEARMYER, CUPPLES, TALSMA

Motion by Cupples, seconded by Nearmyer to come out of closed session.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to authorize Community Development to reach out to the State regarding the issue discussed in closed session.

YEA: CUPPLES, NEARMYER, TALSMA

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

YEA: CUPPLES, NEARMYER, TALSMA

The Board discussed the Rail Park update and there has been no change since the last time the negotiating team met, which was last Tuesday. The city would like to see full annexation within a year or two and the County would like to see annexation happen as development occurs. Due to time constraints the Board of Supervisors have decided not to move forward with the project and a financial partner with the Rail Park. The Board is advising Community Development to table the item on the Zoning Board agenda for April 16<sup>th</sup> at 7:00 a.m. The Board will have a Special Meeting on Monday, April 21, 2025, at 9:00 a.m. to discuss the Rail Park Project. The Wage Committee updated the full Board on how wages are going to work effective July 1, 2026. Employee evaluations will be required going forward and a minimum and maximum will be established from year to year determined by the Board of Supervisors. Dennis Simon will start working on the policy changes that will need to be in place for July 1, 2025. Community Development wanted to discuss the 10-acre rule and possible changes going forward.

Motion by Talsma, seconded by Nearmyer to adjourn the Tuesday, April 15, 2025, meeting of the Jasper County Board of Supervisors.

YEA: NEARMYER & TALSMA