



BOARD OF SUPERVISORS

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

Thad Nearmyer

Doug Cupples

Brandon Talsma

May 6, 2025

9:30 a.m.

www.jasperia.org

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

Meeting ID: 812 374 4948

Dial In: +1-646-931-3860

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

Pledge of Allegiance

Item 1 Urban Renewal Plan for Amended Jasper County Urban Renewal Area

- PUBLIC HEARING** on Amendment No. 4 to the Urban Renewal Plan for the Amended Jasper County Urban Renewal Area
- 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 Amendment No. 4 to the Urban Renewal Plan for the Amended Jasper County Urban Renewal Area
- 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 20th, May 27th, and June 3, 2025, at 9:30 am in the Board of Supervisors Room)

Item 2 Jasper Rail Park Urban Renewal Plan

- PUBLIC HEARING** on the Jasper Rail Park Urban Renewal Plan
- 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
- 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 20th, May 27th, and June 3, 2025, at 9:30 am in the Board of Supervisors Room)

Item 3 Not to Exceed \$4,500,000 General Obligation Urban Renewal Capital Loan Notes

- PUBLIC HEARING** on the authorization of a Loan Agreement and the issuance, of Notes to evidence the obligation of the County thereunder.
- Resolution instituting proceedings to take additional action

Item 4 Not to Exceed \$850,000 General Obligation Capital Loan Notes

- PUBLIC HEARING** on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder.
- Resolution instituting proceedings to take additional action

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BOARD OF SUPERVISORS

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

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Item 5 Public Hearing – Engineer – Mike Frietsch

- a) FY2025 Secondary Roads Budget Amendment

Item 6 Community Development – Kevin Luetters

- a) Set Public Hearing for Changes to the Jasper County Zoning Ordinance #04F
(Recommended Dates & Times: May 20th, May 27th, and June 3, 2025, at 9:30 am in the Board of Supervisors Room)
- b) Set Public Hearing for the Proposed Changes to the Jasper County Comprehensive Plan
(Recommended Dates & Times: May 20th, May 27th, and June 3, 2025, at 9:30 am in the Board of Supervisors Room)

Item 7 Sheriff – Brad Shutts

- a) Proclamation of Corrections Week May 4 – May 10, 2025
- b) Appointment of Chief Deputy – Duane Rozendaal

Item 8 Human Resources – Dennis Simon

- a) Hiring Resolution for the Conservation Department Seasonal Park Maintenance Technician – Christian Buchi
- b) Hiring Resolution for the Secondary Roads Full-Time Skilled Laborer
 - a. Dylan Roozenboom
 - b. Ross Hull
 - c. Dennis Sjaardema

Item 9 Engineer – Mike Frietsch

- a) Approve Order Establishing the 2025 Noxious Weed Control Program in Jasper County
- b) Approve Revised Purchase GATR Truck Center for Two (2) Volvo Chassis Cabs

Item 10 Set Public Hearing for FY24/25 Current Budget Amendment

(Recommended Date & Time: May 27, 2025, at 9:30 am in the Board of Supervisors Room)

Item 11 Approval of Claims Paid through May 6, 2025

Item 12 Approval of Board of Supervisors Minutes for April 22, 2025

Item 13 Board Appointments

PUBLIC INPUT & COMMENTS

After the Regular Meeting
Work Session

ITEMS TO INCLUDE ON AGENDA

JASPER COUNTY, IOWA

May 6, 2025

9:30 A.M.

Urban Renewal Plan for the Amended Jasper County Urban Renewal Area

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

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be 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 body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE
COUNTY.

May 6, 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: _____

* * * * *

The Chairperson noted that the 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 was held on April 22, 2025 as provided in the published Notice of Public Hearing but consideration of the Amendment by the Board was continued to this meeting. The Board was also reminded 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.

{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 5th 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 5th 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 33rd 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 5th 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 5th 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 5th 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 5th 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 5th 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 5th 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 5th 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 5th 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 5th 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 5th 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, pursuant to notice published as required by law, this Board held a public hearing upon the proposal to approve and authorize execution of Amendment No. 4 at the April 22, 2025 Board meeting, at which meeting Board deferred action on Amendment No. 4 to this date/time; 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 6th day of May, 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 5th 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 5th 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 33rd 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 5th 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 5th 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 5th 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 5th 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 5th 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 5th 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 5th 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 5th 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 5th 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 5th 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 5th 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 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 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

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 5th 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

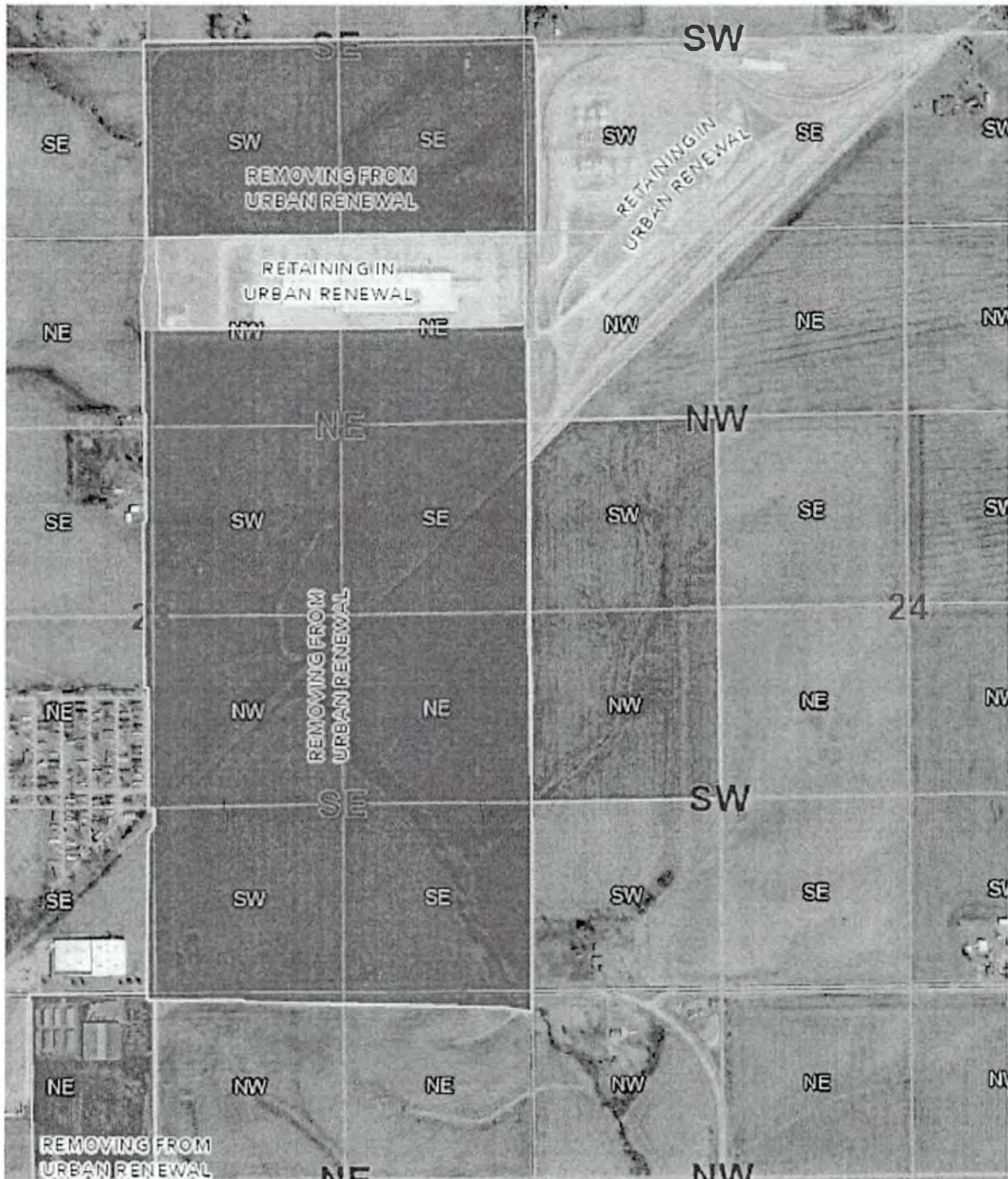
08.24.502.001, 08.13.502.001, 08.13.502.003

Railroad right-of-way in Sections 24 & 13

AND

The full right-of-way of E. 19th ST. N. adjacent to the remaining Area and the full right-of-way of E. 28th 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 5th 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 5th 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 33rd 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 5th 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 5th 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 5th 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 5th 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 5th 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 5th 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 5th 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 5th

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 5th 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 5th 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)

4913-9385-3495-1\10747-062

ITEMS TO INCLUDE ON AGENDA

JASPER COUNTY, IOWA

May 6, 2025

9:30 A.M.

Jasper Rail Park Urban Renewal Plan

- 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
- Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Jasper Rail Park Urban Renewal Plan

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be 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 body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE
COUNTY.

May 6, 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: _____

* * * * *

The Chairperson noted that the public hearing on the matter of the adoption of the proposed Jasper Rail Park Urban Renewal Plan was held on April 22, 2025 as provided in the published Notice of Public Hearing but consideration of the Plan by the Board was continued to this meeting. The Board was also reminded 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.

{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, pursuant to notice published as required by law, this Board held a public hearing upon the proposal to approve and authorize execution of the Plan at the April 22, 2025 Board meeting, at which meeting Board deferred action on the Plan to this date/time; 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 City/County Agreement attached to the Plan as Exhibit D; 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 6th day of May, 2025.

Chairperson, Board of Supervisors

ATTEST:

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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- C. AGREEMENT TO INCLUDE AGRICULTURAL LAND IN 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 signed agricultural landowner agreements are 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 5th 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 5th 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 5th 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 5th 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 5th 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 33rd 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 5th 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 5th 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 5th 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 5th 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 5th 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 5th 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 5th 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 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

08.23.502.007, 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 5th 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 5th 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 5th 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 5th 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. 19th St. N. adjacent to the Area and the full right-of-way of E. 28th 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 RAILPARK URBAN RENEWAL AREA**

WHEREAS, Jasper County, Iowa, (the "County") has proposed to establish the Jasper Railpark 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 22 day of April, 2025.

Name of Agricultural Landowner: _____

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

Signature: _____

Print Name: Trey Birkenhartz

Date: 4/22/25

Witness: _____

4922-1177-8339-1110747-002

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 18 day of April, 2025.

Name of Agricultural Landowner: Bruce Brunnel

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

Signature: Bruce Brunnel

Date: 4-18-25

Print Name: Bruce Brunnel

Witness: Aida Brunnel

EXHIBIT C

**AGREEMENT TO INCLUDE AGRICULTURAL LAND
IN THE JASPER RAILPARK URBAN RENEWAL AREA**

WHEREAS, Jasper County, Iowa, (the "County") has proposed to establish the Jasper Railpark 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.

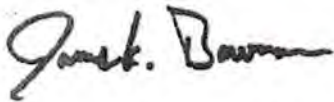
DATED 17th day of April 2025.

Name of Agricultural Landowner: Iowa Interstate Railroad, LLC

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

Date: April 17, 2025

Signature:



Print Name: James K. Bowman

Witness:



EXHIBIT C

**AGREEMENT TO INCLUDE AGRICULTURAL LAND
IN THE JASPER RAILPARK URBAN RENEWAL AREA**

WHEREAS, Jasper County, Iowa, (the "County") has proposed to establish the Jasper Railpark 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

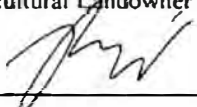
2. The Agricultural Landowner hereby agrees that Jasper County, Iowa, may include the portion of the property owned by the Agricultural Landowner in the Urban Renewal Area.

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 26 day of March, 2025.

Name of Agricultural Landowner: Ross C Langmaid

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

Signature: 

Date: 3-26-2025

Print Name: Ross C Langmaid

Witness: Meegan Keller

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 Railpark 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 30 day of March, 2025.

Name of Agricultural Landowner: Charles D & Jewel A Gullett TRUST
(signed by Agricultural Landowner or person authorized to sign on Agricultural Landowner's behalf)

Signature: Charles D Gullett

Date: 3/30/25

Print Name: Charles D Gullett, trustee

Witness: Billie Montgomery

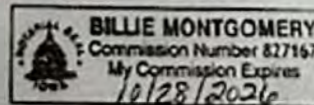


EXHIBIT C
AGREEMENT TO INCLUDE AGRICULTURAL LAND
IN THE JASPER RAIL PARK URBAN RENEWAL AREA

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 17th day of April, 2025.

Name of Agricultural Landowner: DANNEH FARMS LLC

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

Signature: Tim D. Danner
Print Name: TIM D. DANNER

Date: 4-17-25

Witness: Brian Teller

EXHIBIT C

**AGREEMENT TO INCLUDE AGRICULTURAL LAND
IN THE JASPER RAILPARK URBAN RENEWAL AREA**

WHEREAS, Jasper County, Iowa, (the "County") has proposed to establish the Jasper Railpark 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 1st day of May, 2025.

Name of Agricultural Landowner: Michelle Langmaid Estate

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

Signature: [Signature]

Print Name: Michelle Keller

Date: May 1, 2025

Administrator of Estate

Witness: [Signature]

4922-1177-8339-110747-002

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 22nd day of April, 2025.

CITY OF NEWTON, STATE OF IOWA

Steven G. Mullan
Steven Mullan, Mayor Pro Tem

ATTEST:

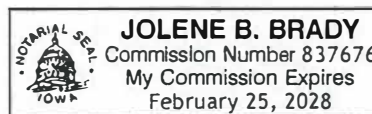
Katrina Davis
Katrina Davis, City Clerk

STATE OF IOWA)
COUNTY OF JASPER) SS
)

On this 22nd day of April, 2025, before me a Notary Public in and for said City, personally appeared Steven G. Mullan and Katrina Davis 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.

Jolene B. Brady
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 6th day of May, 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 5th 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 5th 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 5th 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 5th 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 5th 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 33rd 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 5th 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 5th 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 5th 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 5th 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 5th 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 5th 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 5th 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 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

08.23.502.007, 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 5th 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 5th 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 5th 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 5th 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. 19th St. N. adjacent to the Area and the full right-of-way of E. 28th 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)

4929-7602-4887-1110747-060

**ITEMS TO INCLUDE ON AGENDA
FOR THE BOARD MEETING ON MAY 6, 2025**

JASPER COUNTY, IOWA

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

- Public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.

May 6, 2025

The Board of Supervisors of Jasper County, State of Iowa, met in _____ session, in the Board of Supervisors Room, Jasper County Courthouse, 101 1st 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: _____

* * * * *

The Chairperson announced that this was the time and place for the public hearing and meeting on the matter of 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, in order 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, as amended, including acquisition of property for use as a rail park, for urban renewal purposes, and that notice of the proposed action by the Board to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes and the right to petition for an election had been published as provided by Sections 331.402, 331.441(2)(b)(14), 331.443 and 403.12 of the Code of Iowa, and the Chairperson then asked the County Auditor whether any petition had been filed in the Auditor's Office, as contemplated in Section 331.306 of the Code of Iowa, and the Auditor reported that no such petition had been filed, requesting that the question of issuing the Notes be submitted to the qualified electors of the County.

The Chairperson then asked the Auditor whether any written objections had been filed by any resident or property owner of the County to the issuance of the Notes. The Auditor advised the Chairperson and the Board that _____ written objections had been filed. The Chairperson then called for oral objections to the issuance of the Notes and _____ were made. Whereupon, the Chairperson declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Chairperson declared the hearing on the authorization of entering into a Loan Agreement and the issuance of the Notes to be closed.

The Board then considered the proposed action and the extent of objections thereto.

Whereupon, Board Member _____ introduced and delivered to the Auditor the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$4,500,000 GENERAL OBLIGATION URBAN RENEWAL CAPITAL LOAN NOTES", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes 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 INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$4,500,000 GENERAL OBLIGATION URBAN
RENEWAL CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the Board of Supervisors has held a public meeting and hearing upon the proposal to institute proceedings 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, in order 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, as amended, including acquisition of property for use as a rail park, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the County and residents thereof.

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

Section 1. That this Board does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$4,500,000 General Obligation Urban Renewal Capital Loan Notes, for the foregoing urban renewal purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in

service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 6th day of May, 2025.

Chairperson

ATTEST:

County Auditor

**ITEMS TO INCLUDE ON AGENDA
FOR THE BOARD MEETING ON MAY 6, 2025**

JASPER COUNTY, IOWA

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

- Public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.

May 6, 2025

The Board of Supervisors of Jasper County, State of Iowa, met in _____ session, in the Board of Supervisors Room, Jasper County Courthouse, 101 1st 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: _____

* * * * *

The Chairperson announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$850,000 General Obligation Capital Loan Notes, in order 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, for essential county purposes, and that notice of the proposed action by the Board to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes had been published as provided by Sections 331.402 and 331.443 of the Code of Iowa.

The Chairperson then asked the Auditor whether any written objections had been filed by any resident or property owner of the County to the issuance of the Notes. The Auditor advised the Chairperson and the Board that _____ written objections had been filed. The Chairperson then called for oral objections to the issuance of the Notes and _____ were made. Whereupon, the Chairperson declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Chairperson declared the hearing on the authorization of entering into a Loan Agreement and the issuance of the Notes to be closed.

The Board then considered the proposed action and the extent of objections thereto.

Whereupon, Board Member _____ introduced and delivered to the Auditor the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$850,000 GENERAL OBLIGATION CAPITAL LOAN NOTES", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes 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 INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$850,000 GENERAL OBLIGATION CAPITAL LOAN
NOTES

WHEREAS, pursuant to notice published as required by law, the Board of Supervisors has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$850,000 General Obligation Capital Loan Notes, for the essential county purposes, in order 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, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the County and residents thereof.

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

Section 1. That this Board does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$850,000 General Obligation Capital Loan Notes, for the foregoing essential county purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in

service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 6th day of May, 2025.

Chairperson

ATTEST:

County Auditor

Iowa Department of Transportation
SECONDARY ROADS BUDGET

County: Jasper County
Fiscal Year: 2025
Version: 1

COUNTY CERTIFICATION	
This Secondary Road Budget was adopted by the Board of Supervisors on _____	_____
	Date
ATTESTED	
_____ County Auditor	_____ Date
_____ County Engineer	_____ Date
_____ Chairperson, Board of Supervisors	_____ Date
IOWA DOT BUDGET APPROVALS	
Recommended Approval: _____ OLS Reviewer	_____ Date
Approval: _____ Director of Local Systems	_____ Date

SECONDARY ROADS BUDGET

		Actual Receipts Prior Years		Estimated Receipts	
		2 nd Prior	1 st Prior	Current	Next
		FY 2022	FY 2023	FY 2024	FY 2025
1. County Auditor's Beginning Balance		\$7,279,479.72	\$8,902,978.03	\$9,258,365.89	\$10,024,300.06
Receipts from Property Tax Levies	0.00000 Dollars on all taxable property in county except on property within cities and towns. (Max. \$3.00375)	\$3,079,845.07	\$3,696,037.52	\$3,951,134.68	\$4,226,187.00
	0.00000 Dollars on all taxable property in the county. (Max. \$0.16875)				
2A. Local Option Sales Tax		\$150,000.00	\$493,600.00	\$272,700.00	\$32,488.00
3. Regular Road Use Tax Received	(Doesn't include transfer of local R.U.T. to FM account for const. on FM routes)	\$5,609,642.10	\$5,732,824.88	\$5,823,473.33	\$5,488,984.00
3b. Amount for 306.4(a3)	(Senate File 451 - FM Ext. in City <=500)	\$38,846.43	\$38,300.16	\$39,285.88	\$36,990.64
3c. Time 21		\$699,789.89	\$661,235.32	\$656,277.56	\$651,400.00
4. RISE Funds		\$0.00	\$0.00	\$0.00	\$0.00
5. FA Bridge Replacement Funds		\$0.00	\$0.00	\$31,104.22	\$0.00
5a. SWAP Bridge Replacement Funds		\$0.00	\$0.00	\$0.00	\$0.00
6. Proposed transfer of FM funds to Local Secondary Fund.(Section 309.10)		\$0.00	\$0.00	\$0.00	\$0.00
7.Tax Refunds (-) and/or Credits (+).(Section 309.10 - Code of Iowa)		\$0.00	\$0.00	\$61,483.98	\$0.00
8. Miscellaneous Receipts <i>Donations, sale of used materials, Special Assessments, etc Itemized for 2025</i>	Culvert, Bridge and Sign Damage Reimbursements				\$7,003.00
	Dust Control				\$18,320.00
	Fuel Dividends and Usage Reimbursement				\$110,598.00
	Miscellaneous/Rock Reimb.				\$33,720.00
	Permits				\$58,500.00
	All Other	\$125,757.23	\$259,721.02	\$557,129.03	\$206,657.00
9. Total Miscellaneous Receipts		\$125,757.23	\$259,721.02	\$557,129.03	\$434,798.00
10. TOTAL RECEIPTS		\$16,983,360.44	\$19,784,696.93	\$20,650,954.57	\$20,895,147.70
11. Road Use Tax Funds or other local funds not transferred to Secondary Roads to be transferred to FM fund for construction.		0	0	\$0.00	\$0.00

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SECONDARY ROADS BUDGET

	Actual Expenditures Prior Years		Estimated Expenditures	
	Prior 2 FY 2022	Prior 1 FY 2023	Current FY 2024	Next FY 2025
70X * Administration and Engineering				
700 Administration Expenditures	\$291,958.89	\$343,752.85	\$372,855.61	\$367,463.00
701 Engineering Expenditures	\$436,608.17	\$364,484.27	\$500,690.74	\$588,373.00
TOTAL ADMINISTRATION AND ENGINEERING	\$728,567.06	\$708,237.12	\$873,546.35	\$955,836.00
020* Construction				
Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads (With other than FM funds ---See Accomplishment Year projects)	\$559,266.06	\$535,296.66	\$392,594.38	\$1,975,073.00
71X* Roadway Maintenance				
710 Bridges and Culverts (420, 430)	\$348,786.69	\$375,545.41	\$362,929.19	\$502,147.00
711 Roads (4250, 460, 480)	\$3,217,802.50	\$3,587,873.76	\$4,289,714.27	\$8,318,727.00
712 Snow and Ice Control (520)	\$366,977.79	\$513,409.09	\$543,645.57	\$529,871.00
713 Traffic Controls (590)	\$226,902.97	\$227,883.96	\$246,771.31	\$157,820.00
714 Road Clearing (490)	\$361,677.31	\$305,326.42	\$301,856.66	\$455,290.00
TOTAL ROADWAY MAINTENANCE	\$4,522,147.26	\$5,010,038.64	\$5,744,917.00	\$9,963,855.00
72X * General Roadway				
720 New Equipment (610)	\$510,325.04	\$2,272,827.18	\$1,167,876.00	\$391,400.00
721 Equipment Operations (620, 630, 650)	\$1,549,911.20	\$1,513,158.46	\$1,653,393.86	\$1,650,516.00
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$138,475.44	\$372,406.61	\$158,616.12	\$146,400.00
723 Real Estate and Buildings (800)	\$71,690.35	\$114,366.37	\$635,710.80	\$748,172.00
TOTAL GENERAL ROADWAY	\$2,270,402.03	\$4,272,758.62	\$3,615,596.78	\$2,936,488.00
TOTAL EXPENDITURES (70X + 020 + 71X + 72X)	\$8,080,382.41	\$10,526,331.04	\$10,626,654.51	\$15,831,252.00
County Auditor's balance at end of fiscal year	\$8,902,978.03	\$9,258,365.89	\$10,024,300.06	\$5,063,895.70
TOTAL (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]	\$16,983,360.44	\$19,784,696.93	\$20,650,954.57	\$20,895,147.70

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JASPER COUNTY IOWA

JASPER COUNTY BOARD OF SUPERVISORS

IN THE NAME AND BY THE AUTHORITY OF THE COUNTY OF JASPER

PROCLAMATION OF CORRECTIONS WEEK

MAY 4TH – MAY 10TH, 2025

Whereas, the week of May 4th through May 10th has been designated as Corrections Week to recognize the contributions of correctional professionals across Jasper County; and

Whereas, correctional staff in our community play a vital role in ensuring public safety, maintaining order, and providing rehabilitation opportunities for individuals in the justice system; and

Whereas, the dedicated men and women who work in our jails, prisons, and community corrections programs demonstrate unwavering commitment, professionalism, and compassion in their daily duties; and

Whereas, it is essential to acknowledge and appreciate the challenges faced by correctional professionals, including the need for safety and security, as well as the importance of their efforts in fostering rehabilitation and reintegration of offenders into society; and

Whereas, the success of our criminal justice system relies on the collaboration and dedication of all correctional staff, as well as their commitment to upholding the values of justice, integrity, and respect; and

Whereas, we encourage all citizens to take time during this week to recognize and honor the contributions of our correctional professionals, and to promote awareness of the important work they do.

Now, Therefore, I, Brandon Talsma, Chairperson of the Jasper County Board of Supervisors, do hereby proclaim the week of May 4th through May 10th, 2025, as Corrections Week in Jasper County, and I urge all citizens to observe this week with appropriate programs, ceremonies, and activities that honor the dedicated professionals in the field of corrections.

Proclaimed this _____ day of _____, 2025

Brandon Talsma, Chairperson
Jasper County Board of Supervisors

ATTEST:

Jenna Jennings, Auditor
Jasper County


CERTIFICATE OF APPOINTMENT OF DEPUTY OR ASSISTANT

STATE OF IOWA, JASPER COUNTY, ss.

I, Brad M. Shutts, Sheriff of Jasper County, Iowa, do hereby constitute and appoint Duane Rozendaal as Chief Deputy for a period of 4 years, from January 1, 2025, and do hereby authorize and empower him to do and perform in my name as such Chief Deputy, all acts and things that may lawfully be done by him as such Chief Deputy.

This commission expires December 31, 2028 unless sooner revoked, or when said Chief Deputy ceases to perform above named duties.

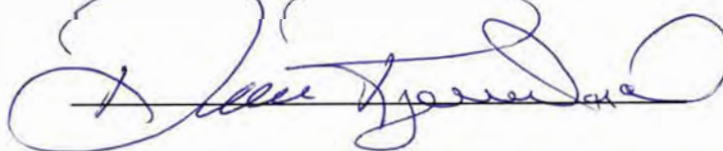
Given under my hand this 3rd day of January, 2025.



Brad M. Shutts
Sheriff of Jasper County, Iowa

STATE OF IOWA, JASPER COUNTY, ss.

I, Duane Rozendaal, having been appointed Chief Deputy of Jasper County, under Brad M. Shutts, Sheriff of said County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the ~~duties of Chief Deputy~~ as now or hereafter by law.



Subscribed and sworn to before me, this 3rd day of January, 2025.





Notary Public State of Iowa

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

Chairperson, Board of Supervisors

NOTICE TO JASPER COUNTY PROPERTY OWNERS
ORDER ESTABLISHING THE 2025 NOXIOUS WEED CONTROL
PROGRAM IN JASPER COUNTY, IOWA

Pursuant to the provisions of Chapter 317, Code of Iowa, the Jasper County Board of Supervisors order:

That each owner and each person in the possession or control of any lands in Jasper County, including right-of-way of County trunk roads and local County roads, shall cut, burn or otherwise destroy all noxious weeds thereon, as defined in Chapter 317, at such time each year and in such manner to prevent said weeds from blooming or coming to maturity, and shall keep said lands free from such growth as shall render the streets or highways adjoining said lands unsafe for public travel. Noxious weeds shall be cut or otherwise destroyed on or before the following dates and as often thereafter as is necessary to prevent seed production throughout the year:

Group 1: May 15, 2024, Musk Thistle, Multiflora Rose

Group 2: May 20, 2024, Leafy Spurge, Smooth Dock, Sour Dock, Sheep Sorrel

Group 3: June 1, 2024, Canada thistle, Buckthorn, Wild Mustard, Bull Thistle

Group 4: June 15, 2024, Wild Carrot, Teasel, Poison Hemlock

Group 5: July 1, 2024, Perennial Sow Thistle, Cocklebur, Wild Sunflower, Shattercane

That in the case of substantial failure to comply with the foregoing order, the Weed Commissioner may impose a maximum penalty often dollars (\$10.00) fine for each day up to ten (10) days or may give notice to the landowner by certified mail to the last address as ascertained from the last tax list in the county Treasurer's Office. The Weed Commissioner, and others designated by him, may enter the land without consent for the purpose of destroying noxious weeds (5) five days after delivery of notice, which time shall be computed from the date of mailing. The expense of said work including cost of serving notice and other costs, if any, shall be assessed against the real estate plus an amount equal to twenty-five (25) percent of all sums expended.

Complaints: See contact information for Iowa Weed Commissioner on the Website:

<https://iowaweedcommissioners.org>

or contact the Jasper County Auditor's Office.

Invoice



GATR Truck Center
3277 UTE AVE
WAUKEE IA 50263
(515) 263-3600

Date: 11/15/2024
Invoice#: DE-08103
Type: Cash
Salesperson: Chris Mallicoat
Finance Manager: Angie Mercer

Remit To: PO Box 367, Sauk Rapids, MN 56379

Bill To: 41089
JASPER COUNTY HWY DEPT=
910 N 11TH AVE EAST
NEWTON IA 50208
P:(641) 792-4605 | F:(641) 791-7740

Ship To:
JASPER COUNTY HWY DEPT=
910 N 11TH AVE EAST
NEWTON, IA 50208

Stock#: V9244	VIN:4V5KC9DHXTN699939	2026 Volvo VHD64F300	Price:	\$144,641.00
		Volvo Tarrif fee per bulletin SBN25-019		\$3,500.00
			Per Unit:	\$148,141.00
Stock#: V9245	VIN:4V5KC9DH8TN699938	2026 Volvo VHD64F300	Price:	\$144,641.00
		Volvo Tarrif fee per bulletin SBN25-019		\$3,500.00
			Per Unit:	\$148,141.00
Trade-In: 2010 Volvo VHD64F200	4V5KC9EF4AN291544	TBD	Less Trade Allowance:	\$37,000.00
Trade-In: 2010 Volvo VHD64F200	4V5KC9EF6AN291545	TBD	Less Trade Allowance:	\$37,000.00
			Total Price	\$222,282.00
			Documentation Fee	\$360.00
			Total	\$222,642.00

Invoice



GATR Truck Center

3277 UTE AVE
WAUKEE IA 50263
(515) 263-3600

Date: 11/15/2024
Invoice#: DE-08103
Type: Cash
Salesperson: Chris Mallicoat
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Ship To:
JASPER COUNTY HWY DEPT=
910 N 11TH AVE EAST
NEWTON, IA 50208

Current scheduled build date is 07/14/25 Will invoice for chassis's only when received at body upfitter.

Trade trucks will be in same as condition as the time of inspection in November 2024 to include no active faults. GATR understands we would not receive trade trucks until Jasper receives completed new ones.

The below warranty options will be billed separately at the time we invoice for the chassis.

EXT engine warranty 60 months or 250k miles is \$2,373

EXT emissions warranty 60 months or 250k miles is \$845

Documentary fee. A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to a buyer for the preparation of documents and the performance of related services. The maximum amount that may be charged for a documentary fee is determined by Iowa code section 322.19A. This notice is required by law.

1. Definitions: as used in this CONTRACT, except provisions relating to the trade-in vehicle, "YOU" or "YOUR" means the company and/or buyer and co-buyer. "I", "ME", or "MY" means the seller or dealer. "VEHICLE" means the car, truck, or other VEHICLE described on the first page of this CONTRACT including all the options listed. "Manufacturer" means the company which makes the VEHICLE. "Trade-In" means the car, truck, motorcycle or other vehicle which YOU trade to ME in a partial payment for the vehicle.

2. Purpose: By signing the CONTRACT, YOU agree to buy the VEHICLE from ME. By accepting this CONTRACT, I agree to deliver the VEHICLE to YOU if the VEHICLE is in MY inventory. If the VEHICLE is not in MY inventory, I agree to order the VEHICLE from the manufacturer, and after receiving the VEHICLE from the manufacturer, to deliver the VEHICLE to YOU.

3. Price Changes by the Manufacturer: The VEHICLE price stated on the first page of this CONTRACT is based on the current prices the manufacturer charges ME. At any time before I receive the VEHICLE from the manufacturer, the manufacturer has the right to raise the price it charges to ME. If the manufacturer does raise the price, I may raise the price to YOU by the same amount. If I do raise MY price, You may cancel the CONTRACT and get back any downpayment YOU have made. If I have not already sold the Trade-In (See paragraph 4), YOU may have the Trade-In back by paying ME the reasonable cost of storage and any repair work or reconditioning I may have done.

4. Trade-In: If you are using a Trade-In to partially pay for the VEHICLE, You may deliver the Trade-In to ME either when YOU sign the CONTRACT or when the VEHICLE is ready for YOU to pick up. If YOU do not deliver the Trade-In to ME when YOU sign this CONTRACT, You agree that at the time YOU deliver the Trade-In and lower the allowance stated on the first page of this CONTRACT. If I do lower the allowance, YOU may cancel this CONTRACT and get back your cash downpayment.

If YOU deliver the Trade-In when YOU sign this CONTRACT, I may sell the Trade-In at any time and at any price I think proper. If this CONTRACT is cancelled and I have already sold the Trade-In, I will pay YOU the price I received for the Trade-In minus 15% commission, minus any money I spent repairing, storing, insuring or advertising the Trade-In, unless otherwise required by law.

5. Trade-In -- YOUR Responsibilities: At the time YOU deliver the Trade-In to ME, YOU guarantee that YOU own the Trade-In free and clear and agree to furnish proper proof of ownership, including the Certificate of Title or other evidence of ownership. If any outstanding security interests are attached to the Trade-In vehicle, YOU are obligated to satisfy the debt secured and to obtain a release of all liens. If I arrange payment of the debt, and the total amount is greater than the amount shown on the CONTRACT as the balance owing to lien holder, YOU agree to pay the difference to ME in cash immediately upon notice of the deficiency. If the debt is less than the amount shown, I will refund the surplus to YOU.

6. YOUR Refusal to Take Delivery: Unless this CONTRACT is non-binding because I am arranging credit for YOU, or unless YOU have canceled this CONTRACT pursuant to paragraphs 3 or 4., I will retain the cash downpayment YOU have given ME as an offset to MY damages if YOU refuse to complete the purchase. YOU will also be responsible for any other damages which I may incur as a result of YOUR failure to perform YOUR obligations under the terms of this CONTRACT. If YOU have delivered the Trade-In to ME at the time YOU signed this CONTRACT, I may retain the Trade-In and sell it to reimburse MYSELF for the expenses of repairing, storing or reconditioning the Trade-In and for other expenses or losses I may incur as a result of YOUR failure to perform YOUR obligations under this CONTRACT.

7. Design Changes by the Manufacturer: The manufacturer has the right to change the design of the VEHICLE, its chassis, its parts or accessories at any time without notice to YOU or to ME. In the event of any change in design, I have no duty to YOU except to deliver the VEHICLE as made by the manufacturer.

8. Delays in Delivery: I am not responsible for delays caused by the manufacturer, or by accidents, fires, or other causes beyond MY control. I do not control the manufacturer and am not part of the manufacturer and do not work for the manufacturer.

9. Taxes: The price of the VEHICLE does not include Federal Taxes, State Sales or Excise Taxes or any other tax or government fee. YOU must pay ME the proper amount of any tax or governmental fee which applies to this sale.

10. New VEHICLE Disclaimer of Warranties: If YOU are buying a new VEHICLE, the VEHICLE will come with the manufacturer's warranty which is a promise from the manufacturer directly to YOU. Unless otherwise agreed in a separate document (see Paragraph 12 below), I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the Vehicle's quality of performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE.

11. Used VEHICLE Disclaimer of Warranties: Except as may be provided in the Buyer's Guide Window Form and a separate warranty document (see Paragraph 12 below) if YOU are purchasing a used VEHICLE, I expressly disclaim all warranties,

express or implied, including any implied warranty or merchantability of fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the Vehicle's quality or performance. You have complete responsibility and all the risk for any problems with the VEHICLE. I do not guarantee that the VEHICLE will pass an exhaust emissions inspection.

12. Dealer Warranty or Service Contract: If I give a warranty on a used VEHICLE or YOU purchase an extended service contract on a new or used VEHICLE, I may not disclaim implied warranties of merchantability or fitness for a particular purpose.

The pages of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that no credit has been extended by dealer for the purchase of this motor VEHICLE. You certify that you are 18 years of age or older, and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form. If DEALER is arranging credit for YOU, this CONTRACT is not valid until a credit disclosure is made as described in Regulation Z and you have accepted the credit extended.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

IMPORTANT: THIS IS A BINDING CONTRACT AND YOU WILL LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Accepted: _____ X _____
Dealer Signature Accepting Terms of Contract Buyer's Signature Accepting Terms of Contract Date

DEALER'S DISCLAIMER OF WARRANTY

The Dealer expressly disclaims all warranties, either expressed or implied on the vehicle sold, except any warranties offered and explained in Paragraphs 10 through 12 listed within this contract. Buyer acknowledges having read and understood the provisions within this contract.

Buyers Signature: X _____

TRUCKS DEALER BULLETIN

To: Dealer Principals
General Managers
Sales Managers and Sales Professionals
Rental and Leasing Professionals

Bulletin: SBN25-019
Date: March 20, 2025
Region: ☒ U.S.
☐ CAN

From: Jeannie Starr – Vice President, Commercial Operations
Subject: Tariff Fees

Executive orders on tariffs for goods coming into the United States from China, Mexico and Canada were set to go into effect on March 4th. While some exemptions for Canada and Mexico were granted and will last until April 2nd, there are still immediate tariff impacts associated with non-USMCA compliant materials, steel and aluminum, and Chinese imports. These tariffs require us to begin a phased introduction of a **tariff price increase** ("Tariff Fee") to offset the increased cost of goods used in the production of finished vehicles.

To mitigate disruption as much as possible for our dealers and customers, we are implementing a non-discountable tariff fee according to the following plan:

- All trucks currently scheduled for production **on or before May 16, 2025**, are protected from any tariff-related fees. These trucks are non-cancellable.
- Trucks scheduled for production **beginning May 19** will be subject to a tariff fee of **\$3,500 USD** per truck. Orders currently slotted for build after this time will be updated to reflect the addition of this non-discountable tariff fee.
- The tariff fee that will be applied to trucks scheduled for production **further into the future** is not known but is anticipated to be higher. VTNA will provide details to dealers as more information is available.

Tariff policy is fluid, and this is subject to change.

To offer flexibility to dealers and customers, there will be a cancellation fee moratorium until Friday, April 4, 2025, on all trucks impacted by tariffs.

New quotes and orders will show the updated pricing beginning March 24, 2025.

SUMMARY OF TARIFF FEE IMPLEMENTATION

Production Slot Date	Tariff Fee	Order Cancellable?	Order Cancellation/Changes
Mar 20 – May 16, 2025	\$0	No	n/a
Beginning May 19	\$3,500 USD*	Cancellation fee moratorium through April 4, 2025	
		Yes	Per TSP Order Modification Policy POL-05 & POLC-05

We understand the challenges these fees create for you and your customers, and we remain committed to navigating this challenging time together while ensuring the delivery of high-quality trucks to the market. We ask that you inform your customers of these pricing changes as soon as possible.

TRUCKS DEALER BULLETIN

Subject: Tariff Fees

Bulletin: SBN25-019

The impact of the tariffs on the supply of aftermarket parts is currently under evaluation. More information will be provided to dealers as it's available.

Contact Information

Please contact your District Sales Manager or Regional Vice President with questions.

April 22, 2025

Tuesday, April 22, 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 Nearmyer, seconded by Cupples to amend the agenda adding the opening of flagpole bids as Item #16.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to open a Public Hearing for the FY2025-2026 budget.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to close the Public Hearing.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-43 approving the FY2025-2026 budget.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Nearmyer, seconded by Cupples to open a Public Hearing for the 2nd reading increasing storage capacity of the anhydrous ammonia at the Heartland Coop Site in Kellogg, Iowa.

YEA: CUPPLES, NEARMYER, TALSMA

It was mentioned that the 1st reading of the Public Hearing was scheduled for last week but was missed on the agenda. Today's public meeting is technically the 2nd reading of the Public Hearing.

Motion by Nearmyer, seconded by Cupples to close the Public Hearing.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to waive the 3rd reading of the Public Hearing.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to open a Public Hearing for the proposed amended Amendment No. 4 to the Urban Renewal Plan for the Amended Jasper County Urban Renewal Area.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to close the Public Hearing.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to defer a 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; designed such area as appropriate for urban renewal projects; and adopting the Amendment No. 4 to the Urban Renewal Plan for the Amened Jasper County Urban Renewal Area recommended date and time of May 6th, 2025, at 9:30 am in the Board of Supervisors Room.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to defer the setting of a Public Hearing for the Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for the Amendment No. 4 to the Urban Renewal Plan for the Amended Jasper County Urban Renewal Area.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to open a Public Hearing for the Proposed Jasper Rail Park Urban Renewal Plan.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to close the Public Hearing.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to defer a 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; designed such area as appropriate for urban renewal projects; and adopting the Jasper Rail Park Urban Renewal Plan recommended date and time of May 6th, 2025, at 9:30 am in the Board of Supervisors Room.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to defer the setting of a Public Hearing for the Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for the Jasper Rail Park Urban Renewal Plan.

YEA: CUPPLES, NEARMYER, TALSMA

Maintenance Director, Adam Sparks presented bids for replacing metal on the 40x80 shed at the Armory. There were three bids presented:

Academy Roofing	\$7,500.00
The Pro-Line Building Company	\$11,623.00
Redoy Roofing & Siding	\$4,182.00

Motion by Nearmyer, seconded by Cupples to approve the updated bid presented from Redoy Roofing & Siding for the metal replacement on 40x80 shed at the Armory in the amount of \$4,182.00.

YEA: CUPPLES, NEARMYER, TALSMA

Maintenance Director, Adam Sparks presented bids for replacing the insulation in the 40x80 shed at the Armory. There were three bids presented:

Iowa Spray Foam:	\$9,592.55
Precision Insulation & Coatings	\$5,325.00
Spray Foam Genie	\$4,551.00

Motion by Nearmyer, seconded by Cupples to approve the bid presented from Spray Foam Genie in the amount of \$4,551.00 for the new insulation on said 40x80 shed at the Armory.

YEA: CUPPLES, NEARMYER, TALSMA

Maintenance Director, Adam Sparks presented bids for replacing a dishwasher/sanitizer with updated electrical needs at the Jasper County Jail.

TriMark Hockenbergs (Hobart Unit)	\$41,270.00
Van Maanen Electric, Inc	\$2,474.10
TriMark Hockenbergs (Meiko Unit)	\$36,339.00
Goodwin Tucker Installation	\$4,860.00
Van Maanen Electric, Inc.	\$1,707.84
Martin Bros Distributing (Hobart Unit)	\$45,101.19
Van Maanen Electric, Inc.	\$2,474.10
Martin Bros Distributing (Meiko Unit)	\$49,940.56
Van Maanen Electric, Ins.	\$1,707.84

Motion by Nearmyer, seconded by Cupples to approve the bid for a new dishwasher/sanitizer from Trimark Hockenbergs for the Hobart Unit in the amount of \$41,270.00 plus the additional updated electrical needs from Van Maanen Electric, Inc. in the amount of \$2,474.10 for a total of \$43, 744.10.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve a 28E Agreement with the Baxter Community School District for a School Resource Officer.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve a 28E Agreement 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.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-44 approving the request from the Jasper County Sheriff's Office to create one (1) Permanent Part-Time Jailer Position.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-45 approving the request from the Jasper County Sheriff's Office to create one (1) Permanent Full-Time Jailer Position.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to approve the FY2026 Roadway Maintenance Agreement with the Iowa DOT for the Roads within Rock Creek State Park.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve the Agreement with Team Services for Subsurface Exploration of Twin Box Culverts on F-48 W Phase III in the amount of \$4,980.00.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve the Final Plans for HMA Pavement – Full Depth Reclamation on N 51st Ave W from W 148th St N east 0.5 Miles to Existing PCC Pavement.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve a Memorandum of Understanding between Jasper County and Brian S. Fivas concerning the encroachment into Public Highway right-of-way in Valeria.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve Resolution 25-46 a resolution not to exceed \$4,500,000 General Obligation Urban Renewal Capital Loan Notes and fixing date and time for May 6, 2025, at 9:30 a.m. at the Courthouse in the Board of Supervisors room, for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to approve Resolution 25-47 a resolution not to exceed \$850,000 General Obligation Capital Loan Notes and fixing date and time for May 6, 2025, at 9:30 a.m. at the Courthouse in the Board of Supervisors room, for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-48 approving transfer order 1547 in the amount of \$10,044.39 from General Basic Fund to Attorney Collections.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Nearmyer, seconded by Cupples to approve claims paid through April 22, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve the Board of Supervisors minutes for April 15, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

There were no Board Appointments.

Motion by Nearmyer, seconded by Cupples to accept all bids submitted for flagpoles as follows:

Bidder Name	Price	Awarded Y/N
Shawn James	\$82.50	Y
Kevin Luetters	\$50	Y
Holly Talsma	\$100	Y
Darrell Batterson	\$75	Y
Brett Jennings	\$50	Y
Cory Van Zante	\$50	Y

Teresa Arrowood	\$50	Y
Cyndi Avery	\$77.50	Y
Josh Kinnamon	\$50	Y
Jasper County Gun Club	\$100	Y
Lori Nore	\$50	Y

YEA: CUPPLES, NEARMYER

OBSTAIN: TALSMA

Motion by Nearmyer, seconded by Cupples to accept subsequent bids for flagpoles as follows:

Bidder Name	Price	Awarded Y/N
Shawn James	\$82.50	Y
Cyndi Avery	\$77.50	Y
Kevin Luetters	\$50	Y
Brett Jennings	\$50	Y
Teresa Arrowood	\$50	Y

YEA: CUPPLES, NEARMYER

OBSTAIN: TALSMA

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

YEA: CUPPLES, NEARMYER, TALSMA

The Board set a date and time for the Department Head meeting for April 29th, 2025, at 4:00 p.m.

Motion by Cupples, seconded by Nearmyer to adjourn the Tuesday, April 22, 2025, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, NEARMYER, TALSMA

Mackenzie Moss, Clerk

Brandon Talsma, Chairman