

Jasper County, Iowa Board of Supervisors

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Denny Carpenter

Doug Cupples

Brandon Talsma

April 26, 2022

9:30 a.m.

www.jasperia.org

Live Stream: <https://jasper.zoom.us/j/97712718501>

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

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

Pledge of Allegiance



Item 1

Elderly Nutrition – Kelli Van Manen

- a) Aging Resources of Central Iowa FY22-23 Contract

Item 2

Need for Residential Economic Growth for Jasper County - Larry Ladd

Item 3

Co-Line Urban Renewal

- a) **Public Hearing** on the proposed Co-Line Urban Renewal Plan & Related Tax Increment Financing Ordinance
- b) Resolution determining an area of the County to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the County; designation such area as appropriate for urban renewal projects; and adopting the Co-Line Urban Renewal Plan
- c) **Public Hearing** on the Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Co-Line Urban Renewal Plan

Item 4

Co-Line Urban Renewal

- a) **Public Hearing** on the proposal to enter into a Development Agreement with The Welder's Shield, LLC and Co-Line Welding, Inc.
- b) Resolution Approving And Authorizing Execution of a Development Agreement by an among Jasper County, The Welder's Shield, LLC and Co-Line Welding, Inc. and to Ratify, Confirm, and Approve Prior Signatures on Agreement for Private Development

Item 5

Public Hearing – Community Development, Kevin Luettters

- a) Request for Rezoning for Parcels 01.16.400.010 in Section 16 & 01.21.200.011 in Section 21 all in Township 81 and Range 21 from Agricultural to Rural Residential Large Lot for a minor 4 lot subdivision.

(Continued to Page 2)

- Item 6** **Community Development – Kevin Luetters**
a) Resolution Approving Plat of Poker Ridge Estates Subdivision
- Item 7** **Building and Grounds – Adam Sparks**
a) Administration Crack Seal
b) Administration Building Generator New Price
- Item 8** **Cornerstone Ceremony for the
Administration Building – Wade Sheeler & Craig Davis**
- Item 9** **Human Resources – Dennis Simon**
a) Hiring Resolution for Secondary Roads Seasonal Skilled Laborer – Joseph Oleson & Jonah Oleson
b) Hiring Resolution for Conservation Seasonal Park Maintenance Tech – Tristan Hunt
-
- Item 10** **Veteran Affairs – Alyssa Wilson**
a) Approve Quarterly Report for 3rd Quarter 2021-2022
- Item 11** **Sheriff – John Halferty**
a) Appointment of Deputy Sheriff Brad Van Zante as Reserve Deputy Sheriff
b) Request to use North Courthouse Lawn for Annual Police Memorial Service
- Item 12** **Engineer – Michael Frietsch**
a) Resolution for Setting Policy for Alternative Dust Control
b) Requesting Approval of the EFCO Agreement
- Item 13** **Approval of Liquor License for Moose Lodge**
- Item 14** **Approval of Claims paid through April 26, 2022**
- Item 15** **Approval of Board of Supervisors Minutes for April 19, 2022**

PUBLIC INPUT & COMMENTS

PART I: CONDITIONS APPLICABLE TO ALL NUTRITION CONTRACTS

Section 1.0 SCOPE OF SERVICE

- 1.1 The Contractor shall provide congregate nutrition, home-delivered nutrition, nutrition education, nutrition counseling, and other nutrition services, as appropriate, pursuant to their contract and Title III C of the Older Americans Act, as amended.
- 1.2 **Congregate Nutrition** A meal provided by a qualified nutrition project provider to a qualified individual in a congregate or group setting. The meal meets all the requirements of the Older Americans Act and State/Local laws. A unit of congregate nutrition is defined as one meal.
- 1.3 **Home Delivered Nutrition** service is described as provision of meals to eligible individuals at the consumer's place of residence. Funding for Home Delivered Nutrition under this contract requires all meals to meet the requirements of the Older Americans Act and State/Local laws. A unit of home delivered nutrition is defined as one meal.
- 1.4 **NSIP Qualified Meal:** Meal count used to determine a states allotment under the OAA Title III, Part A (Section 311).
- A meal provided to a qualified individual in a congregate or group setting through a program that meets all of the criteria for payment using OAA funds.
 - Food source is domestically produced; and
 - Served to an eligible individual, i.e. a person who is qualified to receive services under the OAA as defined in Title III; and
 - Served to an eligible person who has NOT been means-tested for participation; and
 - Compliant with the nutrition requirements; and
 - Served by an eligible agency, i.e. has a grant or contract with a SUA or AAA; and
 - Served to a person who has an opportunity to contribute toward the cost of the meal.
- 1.5 **Nutrition Education** A targeted program provided monthly to all congregate and home delivered meal participants to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information that is consistent with the current Dietary Guidelines for Americans and instruction to participants, caregivers, or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. A unit of nutrition education is defined as one session (typical sessions may be 15 minutes to 1 hour long) per consumer.
- 1.6 **Nutrition Counseling** A standardized service as defined by the Academy of Nutrition & Dietetics (AND) that provides individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illness, or medication use, caregivers. Counseling is provided one-on-one by a registered dietitian and addresses the options and methods for improving nutrition status with a measurable goal.
- 1.5 The Contractor and all staff will follow the nutrition program policies and procedures established in the Nutrition Program Policy Manual.

PART II: CONDITIONS STANDARD TO ALL TITLE III AND STATE AGING PROGRAMS CONTRACTS

Section 3.0 Contract Amount

- 3.1 The Contractor may receive, under this Agreement, funding not to exceed the amounts shown on the Contract Budget page. The source of funds (Title III or Iowa Aging Services) is shown on the Contract Budget page.
- 3.2 This contract does not restrict the Area Agency from contracting with other providers of similar services.
- ~~3.2 Payments under this Agreement are reimbursement for expenditures in accordance with the budget shown on the Contract Budget page.~~
- 3.3 **The amount of Area Agency funding to Contractors is subject to change due to decreases or increases in availability of federal or state funding.**
- 3.4 The total amount of this contract is the total of the Area Agency funding, required match and any over-match listed on the Contract Budget page. The total amount is subject to any and all funding restrictions which apply to the funding from the Area Agency.
- 3.5 Allowable Indirect Costs may not exceed 10% of the Contractor's Expenditure Budget.
- 3.6 Contractors who receive Title III funding from the Area Agency are required to provide matching funds from local sources in the following three-step match requirement.

<u>Year of Contract</u>	<u>Match Ratio</u>
1	75% - 25%
2	60% - 40%
3 & after	50% - 50%

Section 4.0 Designation of Project Manager

- 4.1 Project Manager - The Contractor agrees to assign the duties and responsibilities of Project Manager to the person identified as such on the cover page. The Project Manager is authorized by the Contractor to administer the terms and conditions specified in this Agreement or to negotiate, on behalf of the Contractor, any changes to this Agreement.

- 4.2 Modifications - The Contractor may change the person assigned the duties and responsibilities of Project Manager upon submission of the authorized signature form to the Area Agency.

Section 5.0 Personnel and Subcontracting

- 5.1 Aging Resources will not contract with any entity that is excluded from participation in Federal Health Care Programs. Providers and contracting entities are required to check the program exclusion status of individuals and entities prior to entering employment or contractual relationships. To determine whether an individual or entity is excluded search the HHS-OIG website at: <https://exclusions.oig.hhs.gov/> . An excluded individual or an entity employing or contracting with an excluded individual that submits a claim for reimbursement to federal health care program, or causes such a claim to be submitted, may be subject to civil money penalties and other damages for each item or service furnished during the period that the person or entity was excluded (section 1128A(a)(1)(D) of the Social Security Act).

Providers should search the HHS-OIG website to capture exclusions and reinstatements that have occurred since the last search. Claims paid for services rendered by an excluded individual or entity could be subject to repayment. Providers can search the HHS-OIG website by the name of any individual or entity. An additional listing of parties excluded from any federal payment is the [SAM.Gov](#) website. It is recommended that this listing be checked as well.

- 5.2 The Contractor will secure the necessary personnel to perform the work and services under this Agreement.
- 5.3 All of the work and services required in this contract will be performed by the Contractor and all personnel shall be fully qualified and authorized under state and local law to perform such services.
- 5.4 All personnel of the Contractor and any authorized subcontractors must be authorized to work in the United States in accordance with federal law.
- 5.5 Changes in ownership or key personnel ie. director, project manager must be reported to the Area Agency immediately.
- 5.6 The work or services required under this Agreement may be subcontracted only with written approval from the Area Agency. No work or services shall be performed under a subcontract, and no funds shall be expended under a subcontract until written approval has been obtained from the Area Agency. The Contractor shall assure that all provisions contained within this Agreement shall be required of subcontractors.

Section 6.0 Performance Standards

- 6.1 The Contractor shall maintain records supporting units of service reported to the Area Agency in a form prescribed or approved by the Area Agency.
- 6.2 If one or more of the following conditions are discovered to be present the Area Agency may give written notice to the Contractor of the specific item of substandard performance.
- 1 - a variance of 10% or more between the services performed and the expected level of service for the portion of the year which has passed,
 - 2 - excessive use of funds,
 - 3 - unsatisfactory performance or service
- 6.3 Correction of Performance - Within ten (10) working days of receipt of a correction notification, the Contractor will present a plan for corrective action including the date on which results of the corrective action may be expected, or to present reasons for modification of the goals or performance standards. Within ten (10) working days of the receipt by the Area Agency of the corrective action plan, the Area Agency shall approve or disapprove the plan.
- 6.4 Area Agency shall provide technical assistance as appropriate to meet the guidelines and mandates of this contract.
- 6.5 The Contractor shall perform a consumer satisfaction survey on an annual basis. The survey and the results will be made available to the Area Agency.

Section 7.0 Program Reporting

- 7.1 The Contractor shall register all participants for specified services which are funded in whole or in part by Older Americans' Act or State Aging Programs funding on client roster forms provided by the Area Agency. All participants served each month must be listed on the client roster. An "Aging & Disability Network Consumer Intake Form" must be completed and submitted for each client. **A new Intake Form is needed for each client each year.** If any Intake Forms are missing, the report may not be processed for payment until the forms are received in the Area Agency's office.
- 7.2 The specified contracted services that require an "Aging & Disability Network Consumer Intake Form" are:
Adult Day Care, Assisted Transportation, Chore, Congregate Meals, Health Promotion and Disease Prevention, Home-Delivered Meals, Homemaker, Nutrition Education, Personal Care, and Transportation.

7.3 For Home-Delivered Meals and Congregate Meals, Contractors must have participants complete the Nutritional Risk Assessment portion of the Intake Form.

Section 8.0 Targeting of Services

8.1 The Contractor shall maintain a plan to target services to those with the greatest economic and social need, with special attention to minorities, low income, and low income minority individuals as defined by the Area Agency.

8.2 Contractors will also use outreach efforts that will identify individuals eligible for assistance with special emphasis on:

- older individuals residing in rural areas,
- those with severe disabilities;
- older individuals with limited English proficiency
- individuals with Alzheimer's disease and related disorders
- people at risk for institutional placement

The plan shall be implemented throughout the contract period.

8.3 The targeting plan shall include a narrative of the Contractor's plans for serving needs of target population groups and a projection of the number of persons age 60 and over who will be served in each of the following target groups:

- 1 -minority (contractors must project serving minority individuals)
- 2 -low income - defined as Federal Poverty Level, (contractors must project serving low income individuals)
- 3 -low income minority.

8.4 Each month Supportive Services Contractors will report to the Area Agency the new unduplicated persons served who are age 60 and over and who are in each target group.

8.5 The Area Agency will monitor and evaluate the implementation of the targeting plan in the regular contract review process. Contract funds may be withheld and corrective action required if the Contractor fails to make progress in implementing the targeting plan.

8.6 The Contractor shall make specific efforts to identify older Native Americans if there is a significant population living in its service area and inform such persons of services available under the Older Americans Act. All efforts and the result shall be documented in writing.

8.7 The Contractor will acknowledge the Area Agency as a funding source whenever promoting the program whether in writing or verbally.

8.8 Because the funds received in this contract are to be targeted to older adults in the greatest need, when targeting funds, contractors should consider whether there are other available funding sources. This consideration is not means-testing, which is prohibited. Rather, it is a prudent way of using all available funding sources to help older adults.

- Medicare and Medicaid are entitlement programs which means that eligible individuals have a legal right to receive covered services.
- Older Americans Act (OAA) programs are not entitlement programs.
- Medicare, Medicaid, or other insurance providers cannot require nor direct that an individual must be given services funded by the OAA.
- If Medicare, Medicaid, or other insurances are available to a consumer for a service, contractors should use those funds before using discretionary OAA funds.

Section 9.0 Funding and Method of Payment

- 9.1 Funds under this contract will be disbursed by the Area Agency to the Contractor for services provided through this contract. The maximum allowable reimbursement, outlined in this contract, is not to be considered an amount which will be granted unconditionally. The total amount of this contract shall not exceed the financial Agreement amounts as modified by mutual written Agreement as provided for in Section 25.0.
- 9.2 Monthly payments to the contractor will be based on the actual number of eligible units of services provided at the approved rate per unit. The Area Agency will make payment to the Contractor within 30 days of receiving the reimbursement report form. For Nutrition Contractors reported revenues and expenses must be of an equal dollar amount. NSIP funds will be allocated on the applicable per meal basis.
- 9.3 The Area Agency will provide the Contractor with forms for reporting units of service and expenditures for services provided under this contract.
- 9.4 All fiscal and programmatic reports, including all Client Intake forms, must be prepared and submitted each month by the 10th of the month following the month service was provided. The filing of incomplete reports or the late filing of reports will result in payments being withheld until the following month.
- 9.5 For all contracts, the final payment of contract funds will be made only after all reports for the contract period have been submitted and approved.

Section 10.0 Confidentiality And Program Income

- 10.1 The Contractor shall protect the anonymity and privacy of all project participants and shall hold in confidence information of a personal nature including but not limited to private information obtained in intake interviews and the amount contributed by participants.
- 10.2 The Contractor shall assure that no information about or obtained from an older individual is disclosed in a form that identifies the individual without that individual's informed consent.
- 10.3 The Contractor shall to the maximum extent possible, provide each elder with a free and voluntary opportunity to contribute to the cost of the service by prominently displaying or distributing a suggested contribution schedule which takes into consideration income ranges of eligible individuals in local communities:

The suggested contribution schedule will use federal poverty ranges, which will be provided by the Area Agency. Contractors will set the suggested contribution amount per income range for their service(s). The full unit cost will also be posted along with a statement that contributions are voluntary, and service will not be denied for those 60+ individuals who can not or will not contribute to the cost.

- 10.4 The Contractor shall utilize appropriate procedures to safeguard and account for all contributions, ensure against loss, mishandling, or theft.
- 10.5 Cash contributions, proceeds from fundraisers, and any other income generated through provision of services by the Contractor under this Agreement shall be defined as Program Income.
- 10.6 Accountability and Reporting - Any program income generated through the services of this Agreement shall be identifiable in the Contractor's accounting system. Program income shall be reported monthly to the Area Agency on the financial report form.
- 10.7 Use of Program Income - Program Income generated must be expended for the services under this Agreement and may be used as match for funds provided under this Contract.

Section 11.0 Obligation of Funds, Accounting Records, and Audits

- 11.1 Uses of Funds - The Contractor is responsible for assuring all funds, including matching funds, are spent and all program activities are performed in conformance with the contract. This includes all federal and/or state laws, rules, and regulations pertaining to cost and reporting standards.

- 11.2 Obligation of Funds - The Contractor shall have the authority to obligate and expend funds in this Agreement for the purposes specified and cannot delegate that authority to another. All funds must be expended during the fiscal period noted in this contract.
- 11.3 Accounting Records - The Contractor shall maintain records pertaining to expenses incurred and revenues acquired under this Agreement for which payment is claimed.
- 11.4 Reviews and Inspection - At any time during normal business hours and as frequently as is deemed necessary by the Area Agency, the Contractor shall make available to the Area Agency, or its designated representative, all of its records pertaining to all matters covered by this Agreement and permit the Area Agency to review, examine, make excerpts or transcripts from such records, contracts, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this Agreement.
- 11.5 Audits - Each year, Contractors expending \$500,000 or more in Federal awards during the sub-recipient's fiscal year shall engage an independent auditor to audit the accounting and programmatic records of the program. This audit shall be conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in the document, Government Auditing Standards, issued by the Comptroller General of the United States. One copy of the audit report shall be provided to the Area Agency within 30 days of issuance.
- Contractors expending less than \$500,000 in federal funds shall provide the Area Agency with a copy of the financial audit which is conducted by the Contractor. Costs of such audits are not allowable costs and cannot be paid for with grant funds. One copy of the audit report shall be provided to the Area Agency within 30 days of issuance.
- 11.6 Audit Exceptions - The Contractor is responsible for any audit exceptions noted in subsequent audits resulting from the Contractor's action or lack thereof.
- 11.7 The contractor is solely responsible for the repayment of all unallowable or questioned cost identified by audit or by appropriate State and or Federal monitoring agencies.
- 11.8 Federal Funds Source - The Contractor shall provide their auditor with the following identification information from the Catalog of Federal Domestic Assistance (CFDA) which relates to any federal funds in their contract with the Area Agency. This information is necessary to determine the laws and regulations which apply to the contract as well as assessing compliance.

U.S. Department of Health and Human Services as passed through the Iowa

Department on Aging and Aging Resources of Central Iowa.

Special Programs for the Aging - Title III

CFDA Number

Part B - Grants for Supportive Services & Senior Citizens	93.044
Part C - Nutrition Services	93.045
Part D - Disease Prevention & Health Promotion Services	93.043
Part E - Caregiver Support	93.052
Nutrition Services Incentive Program (NSIP)	93.053

11.9 The Area Agency and/or representatives of governmental bodies providing funding shall have free access to all facilities and personnel of or contracted by the Contractor during regular business hours for the purpose of monitoring and evaluating the performance of the services of the Contractor set forth in this Agreement.

11.10 Retention of Records – All records in the possession of the Contractor pertaining to this Agreement shall be retained by the Contractor for a period of five (5) years from the end of the contract period. All records shall be retained beyond the five (5) year period if audit findings have not been resolved within that period. Records for nonexpendable property acquired under this Agreement shall be retained for a five (5) year period after the final disposition of property.

11.11 If the Contractor is a tax-exempt non-profit organization under IRS Code Section 501(c)(3), the Contractor will provide the Area Agency with a complete copy of its annual IRS Form 990. In accordance with IRS regulations, the copy must include all information furnished to the IRS on Form 990 as well as all schedules, attachments and supporting documents.

Section 12.0 Duration of Contract

12.1 Duration of Contract - The Contractor agrees to provide the services described in the Scope of Service during the contract period identified on the cover page of this Agreement.

12.2 Termination for Cause - The Area Agency may terminate or modify this Agreement in whole or in part, at any time before the date of completion, whenever the Area Agency determines that the Contractor has failed to comply with the conditions of the Agreement. The Area Agency shall promptly notify the Contractor in writing of the determination and reasons for the termination, together with the effective date, which shall be at least thirty (30) days after such notice. If the Area Agency deems the conditions of noncompliance to be so serious that the thirty (30) day notice is impossible, impractical, or detrimental to the well-being of the Area Agency or recipients or participants, the thirty (30) day notice is not required. Payments made to the Contractor or recoveries by the

Area Agency under Agreements terminated for cause shall be in accord with legal rights and liabilities of the parties. The Contractor may appeal a termination for cause, using the Area Agency grievance procedure for service provider or Contractor.

- 12.3 Termination for Convenience - Either the Area Agency or Contractor may terminate or modify this Agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the future expenditure of funds.
- 12.4 The Area Agency or the Contractor may terminate this Agreement providing a ninety (90) day written notice to the other party.
- 12.5 Rights in Incomplete Products - In the event this Agreement is terminated, all finished or unfinished data, reports, materials, equipment or other items shall become the property of the Area Agency at its option, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Program income and any other unexpended federal or state monies after the final audit generated from the services provided under this Agreement shall become the Area Agency's funds.

Section 13.0 Insurance and Benefits

- 13.1 The Contractor will provide adequate general liability insurance coverage for all actions of Contractors, its employees, agents or volunteers.
- 13.2 Every officer of the Contractor who is authorized or responsible for receiving or depositing funds into program accounts or issuing financial documents, checks or other instruments of payments for program costs shall be bonded to provide protection against loss. The amount of coverage shall be the lesser of \$25,000 or the total amount of the contract.
- 13.3 Proof of both insurance and bonding must be available at the Contractor's office for review by the Area Agency. Failure to comply with this requirement will result in termination of the contract.

Section 14.0 Property Acquisition, Inventory and Maintenance

- 14.1 Property Acquisition - Property or equipment provided by the Area Agency for use of the Contractor and any property or equipment purchased utilizing federal or state funds under this Agreement shall remain the property of the Area Agency, unless specifically stated otherwise in writing by the Area Agency.
- 14.2 Property Inventory - An inventory of property provided by the Area Agency to the Contractor for use during the duration of this Agreement shall be maintained by the Contractor. The Contractor will maintain a perpetual inventory of all property

and equipment purchased under this Agreement, a list of such property, except in kind Contractor property, as it is acquired. Property provided by the Area Agency or property purchased under this Agreement may not be disposed of by the Contractor without written authorization of the Area Agency.

- 14.3 Property Maintenance - Property and equipment acquired by the Contractor under Section 14.1 of this Agreement shall be utilized, maintained and accounted for in accordance with the provisions of this Agreement and in such a way as to allow ordinary wear and tear. Such property and equipment will be safeguarded and insured by the Contractor and any property or equipment lost, stolen or otherwise destroyed shall be replaced with comparable property or value by the Contractor.
- 14.4 Any facility housing a service will fully comply with all current federal, state or local health, fire, safety, sanitation, accessibility and licensure requirements.

Section 15.0 Nondiscrimination

- 15.1 The Contractor will comply with all federal and state discrimination laws, and in accordance with such laws, no person in the United States shall, on the grounds of age, race, creed, color, religion, sex, national origin, physical or mental disability, marital status, sexual orientation, gender identity, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.
- 15.2 The Contractor agrees to display posters containing its policies regarding non-discrimination, for employees and participants as well as grievance procedures.
- 15.3 Reports Regarding Discrimination - The Contractor will furnish information and reports regarding discrimination, as requested by the State of Iowa or the Area Agency.

Section 16.0 Grievance Procedures

- 16.1 The Contractor shall maintain written grievance procedures for prompt resolution of disputes with any participant. These procedures shall provide a hearing mechanism.
- 16.2 Grievance procedures for participants shall include reference to the Area Agency as an appeal body.

Section 17.0 Interest of Area Agency, Subcontractor, Officials and Others

No officer, member or employee of either party, and no public official of the governing body of the locality in which the project is situated or being carried out, who exercises any function or responsibilities to review or approve the project,

shall participate in any decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 18.0 Assignment of Interest

Neither this Agreement nor any interest therein nor claim there under shall be assigned or transferred by the Contractor to any other party or parties without the prior written approval of the Area Agency.

Section 19.0 Litigation - Hold Harmless

The Contractor agrees to pay the cost of any litigation arising from failure of the Contractor to comply with the rules and regulations in this Agreement or resulting from the negligence or incompetence of the Contractor affecting real property or personal interests carrying out the provisions of the Agreement or in exercising any power or authority granted to the Contractor thereby. There shall be no liability, personal or otherwise, upon the Area Agency. The Contractor shall indemnify, save and hold harmless the Area Agency, its agents, directors, and employees of and from any and all costs, including attorney's fees, claims demands, actions or causes of action of whatever nature or character arising out of or by reason of personal property damage, bodily injury, or any other suit brought by any person due to any of the conditions mentioned in the first sentence of this paragraph or any accident or injury caused by the Contractor, its employees, agents, volunteers, or assignees.

Section 20.0 Disaster Responsiveness

The Contractor agrees to provide any assistance that might be deemed reasonable and appropriate by the Area Agency to areas outside its primary service area in the event of a disaster. The Contractor also agrees to accept assistance from other Contractors of the Area Agency in the event that a disaster strikes the Contractor's primary service area. An emergency situation or disaster may necessitate the shifting of funds from one activity to another or from one Contractor to another.

Section 21.0 Applicable Laws and Regulations

The Contractor agrees that it will comply with applicable Area Agency policies and procedures and applicable federal, state and local licensing laws and regulations, including but not limited to:

1. The Older Americans Act of 1965, as amended

2. Office of Management and Budget (OMB) Uniform Guidance – 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
3. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112, Nondiscrimination on the basis of handicap)
4. Title VI and VII of the Civil Rights Act of 1964 (Public Law 88-352, relating to nondiscrimination on the basis of race, color, religion, sex, age, disability or national origin)
5. Federal Freedom of Information Act 5 USC 552
6. The Code of Iowa – Chapter 231
7. Iowa Administrative Code – Chapter 17
8. Fair Labor Standards Act of 1938, as amended
9. Drug-Free Workplace Act of 1988 (Omnibus Drug Initiative Act of 1988)
10. Age Discrimination in Employment Act
11. Americans with Disabilities Act
12. Family Leave Act

Section 22.0 Promotion of Services

- 22.1 The Contractor shall publicize the availability of services in its service area by such means as are available, including but are not limited to: posters, brochures, flyers, electronic media, public service announcements and paid advertisements.
- 22.2 Publicity shall reflect the partnership between the Contractor and the Area Agency. The ways in which this is done will vary but will include specific mention in social & print media such as brochures, flyers, newsletters, news releases, advertisements, public service announcements, and posters.

Section 24.0 Prohibition of Solicitation

No employee, organization or client shall engage in any solicitation of program participants for any purpose whatsoever during the normal course of business.

Section 25.0 Amendment or Modification of this Document

The Area Agency or the Contractor may, during the duration of this Agreement, deem it necessary to make alterations to the provisions of this Agreement. Any changes to the conditions of this Agreement must be mutually agreed upon by both the Area Agency and the Contractor and shall be incorporated into this Agreement through a written amendment signed by both the Area Agency and the Contractor. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified within the amendment. Amendments initiated by the Contractor must be submitted in writing to the Area Agency thirty (30) days prior to the date the amendments take place.

Section 26.0 Agreement Coverage

This instrument contains the entire Agreement between the parties. Any statements, inducements or promises not contained herein shall not be binding upon said parties. This Agreement shall insure to the benefit of, and be binding upon the successors in office of the respective parties.

If any of the provisions herein shall be in conflict within the laws of the State of Iowa, or shall be declared to be invalid by any court of record of this state, such invalidity shall be construed to affect only such portions as are declared invalid or in conflict with the laws and such remaining portion or portions of the Agreement shall remain in effect and shall be construed as if such invalid or conflicting portion of such Agreement were not contained herein.

P/Contract Management: Part II Conditions Standard to all Title III & Aging Programs Contracts Updated 4/2020
Updated 3/14/2022

FY23-24 Nutrition Services Budget, Clients, & Units of Service

Contractor: Jasper County Elderly Nutrition

Revenues	Budget
Title III C-1 Congregate	\$ 25,000
Title III C-2 HD	\$ 95,000
NSIP (USDA) Cash	\$ 50,400
Local Public Funds	\$ 255,814
Other Local Funds	\$ 12,000
Contributions-Cong	\$ 20,000
Contributions-HD	\$ 120,000
Total	\$ 578,214

Award: \$120,000

*NSIP will be \$0.70 per meal for FY23 will fill automatically after total eligible meals are calculated

Expenditures	Budget
Personnel & Fringes	\$ 342,063
Premise Expenses	\$ 7,510
Travel/Training/Mtgs	\$ 42,471
Equipment	\$ -
Supplies	\$ 911
Contractual	\$ 1,823
Food Cash	\$ 182,278
Other Costs	\$ 1,158
Indirect Costs	\$ -
Total	\$ 578,214

*Total Revenues
must equal
Total Expenditures*



Meals to Be Provided	Congregate	Home-Delivered	Total
Eligible Meals	10,000	62,000	72,000
Cost per meal			\$ 8.03

Eligible Clients to Be Served	Congregate	Home-Delivered	Total
60+	75	350	425
60+ Low Income	50	131	181
60+ Minority	2	7	9
60+ Low Income Minority	1	3	4
60+ Rural	20	155	175
75+	60	290	350

**AGING RESOURCES OF CENTRAL IOWA
 FY 2023 - 2024 CONTRACT AWARD
 (July 1, 2022 - June 30, 2024)**

CONTRACTOR:

Jasper County Board of Supervisors

SERVICE(S):

Title III / ES: Nutrition

Aging Resources'

Award

\$120,000

This Agreement is made and entered into as a two (2) year contract between Aging Resources of Central Iowa, hereinafter referred to as the "Area Agency" and the agency shown above, hereinafter referred to as the "Contractor."

The Contractor and the Area Agency agree to the terms and conditions of the contract which include:

1. This Contract Award Cover Page
2. Contract Budget/Specification of Service Page
3. Title III Contract Conditions
 - Part I Conditions Applicable to Contracts of this Service Type
 - Part II Conditions Applicable to all Aging Resources' Contracts
4. Contract Authorized Signatures Page

In witness of this agreement, the parties have agreed to extend this contract beginning July 1, 2022 and ending June 30, 2024.

CONTRACTOR:	AGING RESOURCES:
Project Manager / Date	Executive Director / Date
Authorized Official / Date	Board Chairperson / Date <div style="text-align: center;"> <hr style="width: 80%; margin: 0 auto;"/> Brandon Talsma, Board Chairperson <hr style="width: 80%; margin: 0 auto;"/> Dennis Parrott, Auditor </div>

CONTRACTOR'S AUTHORIZED SIGNATURES

The following persons are authorized to sign program and fiscal reports for the Contractor:

Contractor's Official (Chairperson, President) :

Attest: _____
Dennis Parrott, Auditor

Print Name	Signature	Date
------------	-----------	------

Contractor's Project Manager :

Print Name	Signature	Date
------------	-----------	------

Contractor's Accountant/Bookkeeper :

Print Name	Signature	Date
------------	-----------	------

Other (Title) :

Print Name	Signature	Date
------------	-----------	------

Other (Title) :

Print Name	Signature	Date
------------	-----------	------

ITEMS TO DISCUSS RELATED TO ECONOMIC GROWTH OF JASPER COUNTY

(Many of these points are applicable to:
residential, commercial, and industrial)

I'M SUGGESTING A PLAN THAT THE COUNTY CAN IMPLEMENT

ESTABLISH OPPORTUNITY ZONES

INVEST IN THESE ZONES

ATTRACT DEVELOPERS

"WHY?"

POPULATION AGING AND NOT GROWING
(School population decreasing)

AGED AND INADEQUATE INFRASTRUCTURE

SLOW PROPERTY TAX GROWTH

ESTABLISH OPPORTUNITY ZONES

Determine the geographic locations best suited for economic growth

- Criteria include:
 - o Transportation corridors
 - o Broadband availability
 - o Proximity to jobs
 - o Proximity to county amenities
- These fuel economic growth

Use PUD to develop the county to take advantage of our natural strengths

- Open space
- Dark Skies
- Wildlife
- Plant diversity

Publish so all residents will know what the vision for the county is

Invest in these zones

- Pave roads
- Partner with utilities (incentives) and developers to distribute costs to upgrade infrastructure
- Enhance whatever is there that deemed it to be an opportunity zone

NEED TO ATTRACT DEVELOPERS

Reduce infrastructure costs

Be developer friendly, help, not hinder

Fine tune and make simple the process to go from introduction to building

Don't nickel and dime projects

Don't re-invent processes that work

Fine tune and encourage PUD (CSD). That sets the standard for rural economic growth

100% of people that saw our PUD plan, thought it was the right way to grow rural development

HIGH COST OF UPGRADING UTILITIES

Case in point: Our project – 57 acres, 45 houses, \$32M in assets, \$527K/year in property taxes – forever!

Add natural gas - \$700K

Add sewage - \$675K

Add roads and trails - \$870K roads, \$300K trails

Upgrade water - \$237K

Upgrade phone and electricity – Unknown

Install fiber – working on answer

The point: The first developer has to shoulder costs, subsequent developers just connect with no increased burden

AGED AND INADEQUATE INFRASTRUCTURE

County must embrace public/private partnership

Done virtually everywhere to great success

Waukeee 2005 perfect example:

Developer wanted a circular road through new development (about 1 mile)

After much "debate" road was installed

Now, 37 houses produce over \$750K/year in property tax

Groundbreaking effort that led to success and partnership led to numerous follow-on projects

Partner with utilities and developers to distribute costs (JEDCO partners often, but on limited scale)

EXPAND COMMUNITY DEVELOPMENT

What we've learned after two years:

Excellent staff but, spread too thin

Too wide a scope of responsibility (code enforcement, dog catcher,
tanning booth, tattoo, swimming pools inspection, well, septic...)

New zoning requests, update and write new ordinances...

They are the key to getting project moving

Right now, they set the pace

LOST OPPORTUNITIES

Jasper County missed the astonishing growth that included Ankeny, Altoona, Mitchellville, and Bondurant. (In 2021 the greater DSM area issued 16,000 building permits. I think we had 48)

Not aware of any growth from Amazon coming into the area

Afraid we will miss the newest growth coming up from the south and the growth of the Polk County side of Mitchellville.

- 240 houses in 2 years, and 200 acres just sold near there for (rumor \$65K/acre)

WHERE DO WE GO?

Create a definable, measurable, actionable plan, which should include:

Establish economic zones

Increase staff of Community Development

Invest in county by paving roads, installing utilities, upgrade infrastructure

Clean up county and change reputation

At a number of entrances to the county you have eyesores

Streamline process and cost of developers developing

Be developer friendly

Parks are one of our strong suits. Invest.

Encourage PUD projects to make Jasper County unique and

keep the county rural

ONCE ALL DONE:

Contact each developer and “show them” we mean business

and offer incentives to them and builders

Publicize all that Jasper County has to offer

Aggressively work with realtors

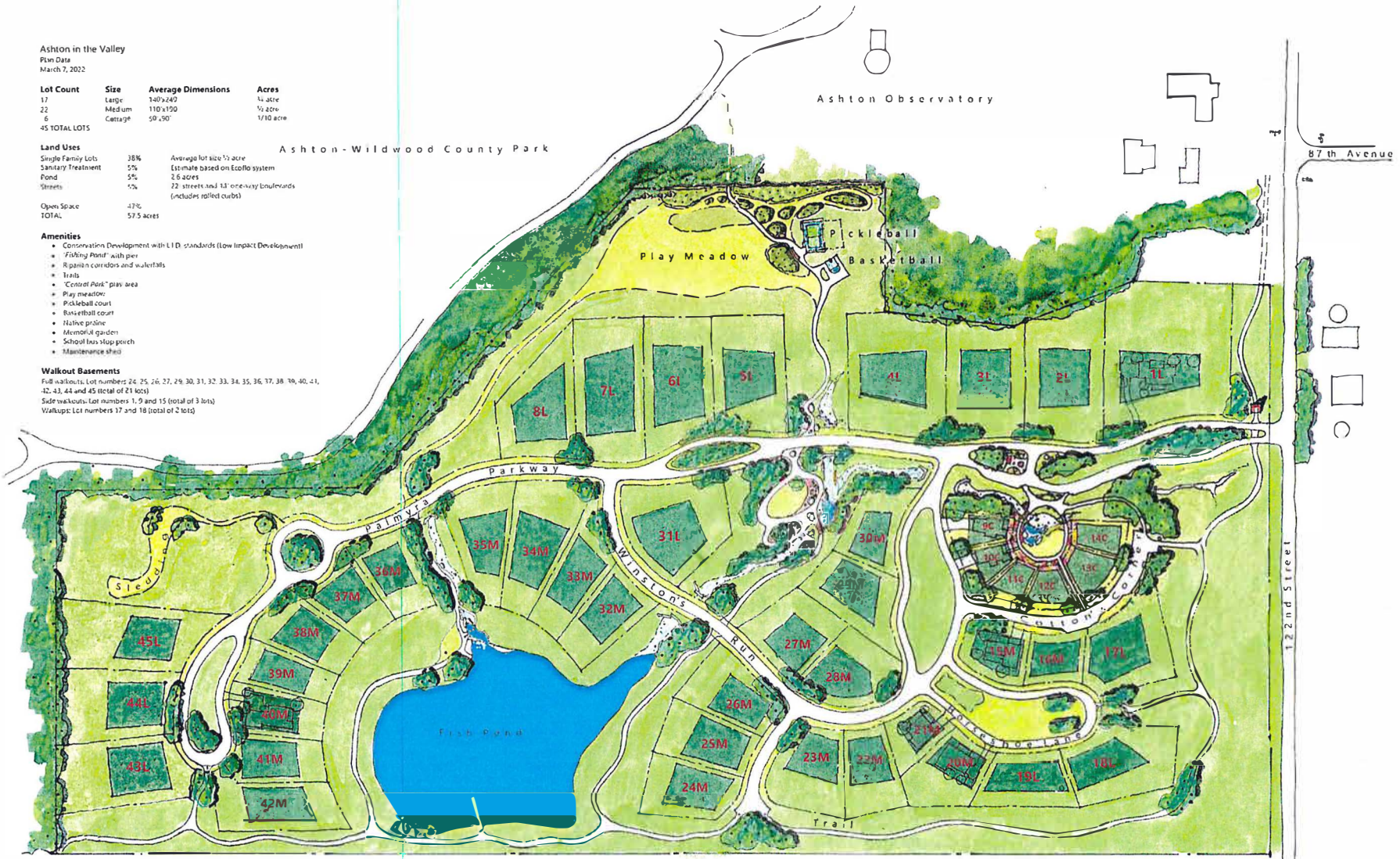
Ashton in the Valley
 Plm Date
 March 7, 2022

Lot Count	Size	Average Dimensions	Acres
17	Large	140'x240'	1/4 acre
22	Medium	110'x150'	1/2 acre
6	Cottage	50'x50'	1/10 acre
45 TOTAL LOTS			

Land Uses	Percentage	Notes
Single Family Lots	38%	Average lot size 1/2 acre
Sanitary Treatment Pond	5%	Estimate based on Ecoflo system
Streets	5%	2.6 acres
Open Space	47%	22 streets and 13 one-way boulevards (includes rolled curbs)
TOTAL	57.5 acres	

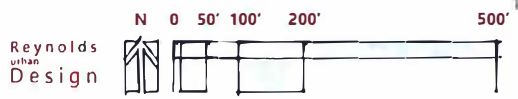
- Amenities**
- Conservation Development with L.I.D. standards (Low Impact Development)
 - "Fishing Pond" with pier
 - Riparian corridors and walkways
 - Trails
 - "Control Park" play area
 - Play meadow
 - Pickleball court
 - Basketball court
 - Native prairie
 - Memorial garden
 - School bus stop porch
 - Maintenance shed

Walkout Basements
 Full walkouts: Lot numbers 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 36, 17, 38, 39, 40, 41, 42, 43, 44 and 45 (total of 21 lots)
 Side walkouts: Lot numbers 1, 9 and 15 (total of 3 lots)
 Walkups: Lot numbers 17 and 18 (total of 2 lots)



Ashton In The Valley

March 7, 2022



Reynolds
 Urban
 Design

April 26, 2022

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

Absent: _____

Vacant: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Co-Line Urban Renewal Plan and the associated Tax Increment Financing Ordinance, the Chairperson first asked for the report of the County Auditor, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Plan. The Board was informed that the consultation was duly held as ordered by the Board on December 14, 2021, and that no written recommendations were received from affected taxing entities. The Board has access to the minutes of that consultation meeting.

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 of the Commission. The Commission's minutes were placed on file for consideration by the Board.

The Chairperson then asked the County Auditor whether any written objections had been filed with respect to the proposed Plan, and the County Auditor reported that _____ written objections thereto had been filed. The Chairperson then called for any oral objections to the adoption of the Co-Line Urban Renewal Plan and _____ were made. The public hearing was then closed.

{Attach summary of objections here}

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 CO-LINE 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 _____, 2022, 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. 22-02-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; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE CO-LINE 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 Co-Line Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Co-Line 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 Co-Line 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 developed as part of the overall development covered by the Plan; and

WHEREAS, it is desirable that the Urban Renewal Area be developed as described in the proposed Urban Renewal Plan to be known hereafter as the "Co-Line 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 minutes, which minutes are hereby accepted, approved in all respects and incorporated herein by this reference; and

WHEREAS, by resolution adopted on December 7, 2021, 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, the consultation was held before the Board on December 14, 2021, as evidenced by the minutes of that meeting; and

WHEREAS, on January 4, 2022, the County held a public hearing on the Urban Renewal Plan, and following said public hearing the County adopted a Resolution No. 22-02 to approve the Urban Renewal Plan; and

WHEREAS, the County subsequently determined that the published notice of the January 4, 2022 public hearing may have been insufficient; and

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

WHEREAS, a copy of the notice of public hearing was mailed to each affected taxing entity; 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 "Co-Line 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 "Co-Line 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 "Co-Line Urban

Renewal Plan for the Co-Line Urban Renewal Area"; the Urban Renewal Plan for such area is hereby in all respects approved; 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 26th day of April, 2022.

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

**CO-LINE
URBAN RENEWAL PLAN**

for the

**CO-LINE
URBAN RENEWAL AREA
JASPER COUNTY, IOWA**

_____ 2022

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- A. INTRODUCTION
- B. DESCRIPTION OF THE URBAN RENEWAL AREA
- C. AREA DESIGNATION
- D. BASE VALUE
- E. DEVELOPMENT PLAN
- F. PLAN OBJECTIVES

- G. TYPES OF RENEWAL ACTIVITIES
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- I. FINANCIAL DATA
- J. URBAN RENEWAL FINANCING
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- L. RELOCATION
- M. STATE AND LOCAL REQUIREMENTS
- N. URBAN RENEWAL PLAN AMENDMENTS
- O. EFFECTIVE PERIOD
- P. SEVERABILITY CLAUSE

EXHIBITS

- A. LEGAL DESCRIPTION OF AREA
- B. URBAN RENEWAL AREA DEPICTIONS

Co-Line Urban Renewal Plan
for the
Co-Line Urban Renewal Area
Jasper County, Iowa

A. INTRODUCTION

The Co-Line Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Co-Line Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote economic development in the Urban Renewal Area within Jasper County, Iowa (the “County”). In order to achieve this objective, the County intends to undertake urban renewal activities pursuant to the powers granted to it 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 will designate this Urban Renewal Area as an area that is appropriate for the promotion of economic development (commercial and industrial).

D. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted to establish a TIF district in the Area, and debt related to the Area is certified prior to December 1, 2022, the taxable valuation as of January 1, 2021, will be considered the frozen “base valuation” for the portion of the Urban Renewal Area identified in the TIF ordinance. If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2022, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the County first certifies the amount of any debt related to the Area, in accordance with Iowa Code Section 403.19.

E. DEVELOPMENT PLAN

The County has a general plan for the physical development of the County as a whole outlined in the Planting Seeds for a Brighter Future Jasper County Comprehensive Plan, adopted October 3, 2020. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects, are in conformity with the Planting Seeds for a Brighter Future Jasper County Comprehensive Plan.

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 to promote economic development (commercial and industrial). More specific objectives for the development, redevelopment, and rehabilitation within the 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 infrastructure that promotes the development of new commercial and industrial lots, which infrastructure may include, but is not limited to, water, sanitary sewer, streets, and other public improvements.
4. To encourage commercial and industrial growth and expansion through governmental policies which make it economically feasible to do business.
5. To encourage and promote diversity of commercial development opportunities in the County while retaining the character of the community.
6. To provide a more marketable and attractive investment climate through the use of various federal, state, and local incentives.
7. To stimulate, through public action and commitment, private investment in new commercial and/or industrial development.
8. To improve the conditions and opportunities for economic development (commercial and industrial).
9. 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*. 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 streets, curb and gutter, street lighting, water, sanitary sewer, public utilities or other facilities in connection with urban renewal projects.
3. To make loans, forgivable loans, grants, or other types of economic development grants or incentives to private persons, 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

1. Development Agreement

- A. *Development Agreement with The Welder's Shield, LLC (or a related entity)*: The proposed urban renewal project anticipates The Welder's Shield,

LLC (or a related entity) constructing a new industrial building, which will be leased by Co-Line Welding, Inc. (the "Tenant"). It is estimated that total construction costs for the building will be approximately \$2,000,000 and will result in the creation or retention of jobs in the County. The County expects to make annual grants to The Welder's Shield, LLC in the form of rebates of incremental taxes generated by the project. The cost of such grants shall not exceed \$500,000 and will be subject to the terms and conditions of a detailed development agreement with both parties.

2. 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 \$25,000

I. FINANCIAL DATA

1.	July 1, 2020 constitutional debt limit:	\$150,493,905
2.	Current outstanding general obligation debt:	\$7,664,182.59
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 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 to be funded by TIF Funds will be approximately as stated in the next column:	\$525,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

J. URBAN RENEWAL FINANCING

The County may 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 Division IV of Chapter 331 and Chapter 403 of the *Code of Iowa*, the County has the authority to issue and sell general obligation bonds or capital loan notes (“bonds”) for specified essential and general corporate purposes, including the demolition of blighted buildings, 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. STATE AND LOCAL REQUIREMENTS

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

N. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying objectives or types of renewal activities.

The Board of Supervisors may amend this Plan in accordance with applicable State law.

O. 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 the property included within the Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment financing district (a "TIF Ordinance"), and is designated based on an economic development finding, 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, is limited to twenty (20) years beginning with the first calendar year following the calendar year in which the County 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 within a TIF Ordinance of the Urban Renewal Area. The division of revenues shall continue for the maximum period allowed by law.

At all times, 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 Code of Iowa) by the County for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the Board of Supervisors and consistent with all applicable provisions of law.

P. SEVERABILITY CLAUSE

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

EXHIBIT A

LEGAL DESCRIPTION OF AREA

The Co-Line Urban Renewal Area is described as follows:

Development Property:

Parcel A of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) Section Thirty-three (33), Township Seventy-eight (78) North, Range Seventeen (17) West of the 5th P.M. in Jasper County, Iowa and is more particularly described as follows: beginning at the Southeast corner of said SW ¼ of the SW ¼ Section 33; thence South 89°46'15" West 60.00 feet along the South line thereof; thence North 00°10'40" West 175.00 feet parallel with the East line thereof; thence South 89°46'15" West 540.00 feet parallel with the South line of said SW ¼ of the SW ¼ Section 33; Thence North 00°10'40" West 525.00 feet parallel with the East line thereof; thence North 89°46'15" East 600.00 feet parallel with the South line thereof; thence South 00°10'40" East 700.00 feet along the East line of the SW ¼ of the SW ¼ Section 33 to the Point of Beginning, containing 7.47 acres including 0.05 of road right of way. Subject to any and all easements and restrictions of record.

AND

Right of Way:

The full right of way of S. 128th Ave E beginning at the center line of County Highway T-33 and following along the S ½ of the SW quarter of Section 33, Township 78 Range 17 (3,909 ft) to the West quarter corner of the SE ¼ SE ¼ of Section 32, Township 78 Range.

EXHIBIT B
(two pages)

CO-LINE URBAN RENEWAL AREA DEPICTIONS

Depiction of Development Property Portion of Area:

NORTH PLAT
 LOCATION: SW 1/4 SW 1/4, SECTION 33-78-17,
 JASPER COUNTY, IOWA
 INSTRUMENT: G101 ORDER 1121011 & ORDER 7 1986
 CONTRACT HOLDER TOWN AND A PART C 1986
 REQUESTED BY: CO-LINE INC.
 PREPARED BY: GARY W. KEITH
 COMPANY: GARDEN & ASSOCIATES, LLC
 ADDRESS: P.O. BOX 451, Oskaloosa, Iowa 52577



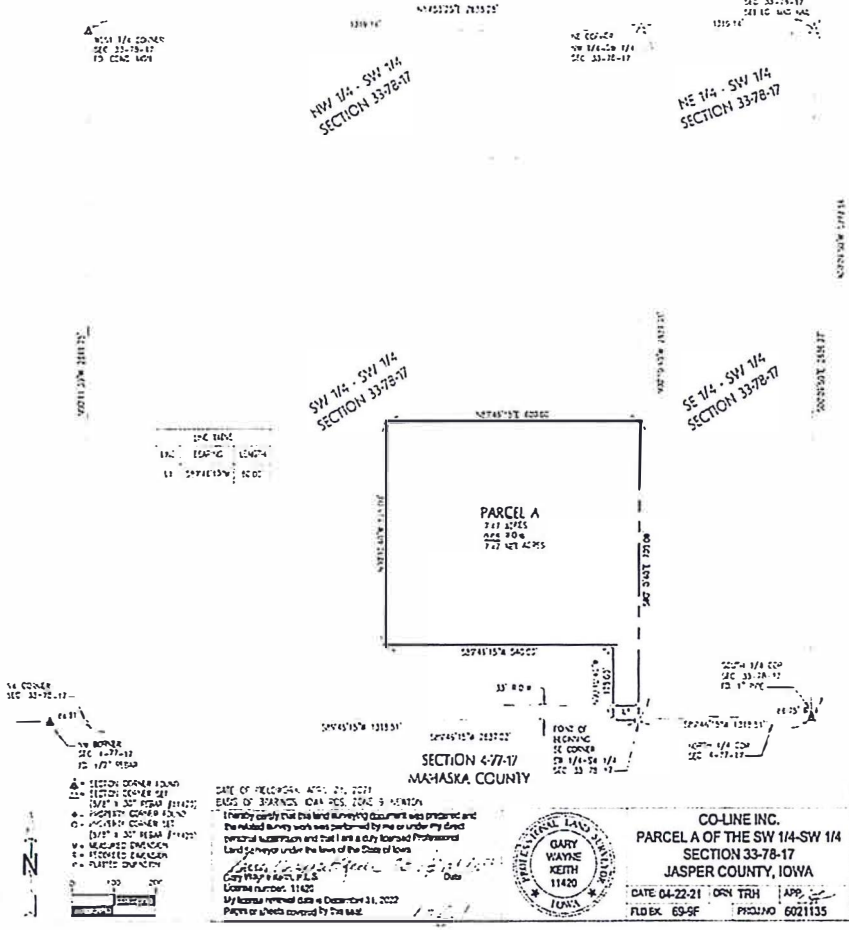
GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (611)672-2526

RESERVED FOR RECORDER'S USE

PLAT OF SURVEY

Parcel A of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) Section Thirty-three (33), Township Seventy-eight (78) North, Range Seventeen (17) West of the 5th P.M. in Jasper County, Iowa and is more particularly described as follows: beginning at the Southeast corner of said SW 1/4 of the SW 1/4 Section 33; thence South 87°46'15" West 60.00 feet along the South line street, thence North 07°16'40" West 175.00 feet parallel with the East line street, thence South 87°46'15" West 510.00 feet parallel with the South line of said SW 1/4 of the SW 1/4 Section 33; thence North 07°16'40" West 575.00 feet parallel with the East line street, thence North 87°46'15" East 600.00 feet parallel with the South line street, thence South 07°16'40" East 100.00 feet along the East line of the SW 1/4 of the SW 1/4 Section 33 to the Point of Beginning, containing 7.47 acres including 0.05 of feet right of way. Subject to any and all easements and restrictions of record.



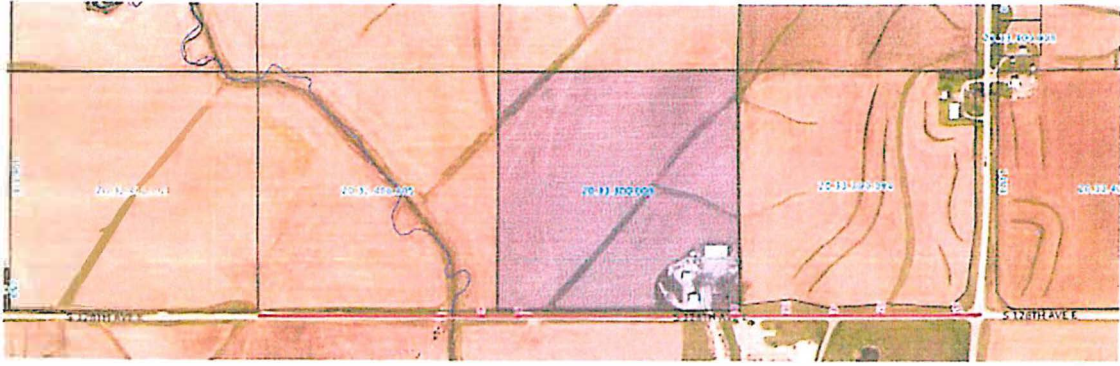
DATE OF FIELDWORK: APR. 21, 2021
 BASIS OF BEARINGS: COGN. RES. 2011 & 2012
 I hereby certify that the land surveying documents were prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.
 Gary Wayne Keith, P.L.S.
 License Number: 11420
 My license renewal date is December 31, 2022.
 Plat(s) or sheet covered by this seal.



CO-LINE INC.
PARCEL A OF THE SW 1/4-SW 1/4
SECTION 33-78-17
JASPER COUNTY, IOWA
 DATE 04-22-21 GWN TRH APP
 FILED EX. 69-9F PRJNO 6021135

Final Version

Depiction of Right of Way Portion of Area:



01905737-1\10747-049

JASPER COUNTY ZONING COMMISSION MINUTES

For December 15, 2021

Jasper County EOC, 1030 W 2nd St S, Newton, IA 50208

Meeting was called to order at 6:02 pm by Todd Schippers.

Roll Call: Commission members present at roll call were Todd Schippers, Larry Ladd, Ryan Vander Kamp and Stacy Blink. All members were present by Zoom. Schippers ran the meeting as Chairman Flores was slightly delayed.

Agenda Approval: **BLINK** made a motion to approve the agenda for the current December 15, 2021 meeting. Motion was seconded by **VANDER KAMP**. Motion was carried unanimously – 5 aye, 0 nay.

Minutes Approval: **VANDER KAMP** made a motion to approve the minutes from the October 27, 2021 meeting. Motion was seconded by **FLORES**. Motion was carried unanimously – 4 aye, 0 nay. **BLINK** abstained since she was not present at that meeting.

Public Comment: There were no public comments.

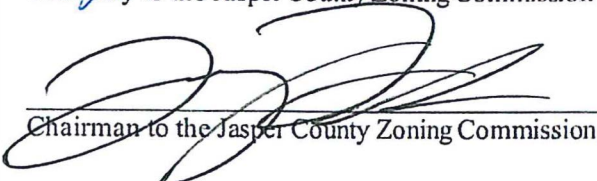
Open Public Hearing: **FLORES** made a motion to open public hearing to review and discuss the Urban Renewal Plan for Co-Line. Motion was seconded by **VANDER KAMP**. Motion was carried unanimously – 5 aye, 0 nay.

Close Public Hearing: After review and discussion **LADD** made a motion to close public hearing of the Urban Renewal Plan for Co-Line. Motion was seconded by **VANDER KAMP**. Motion was carried unanimously – 5 aye, 0 nay.

Recommendation to the Board of Supervisors: A motion was made by **LADD** that the Jasper County Zoning Commission recommend approval of the Urban Renewal Plan for Co-Line. Motion was seconded by **VANDER KAMP**. Motion was carried – 4 aye, 1 nay (**BLINK**).

Motion to Adjourn: **LADD** made a motion to adjourn the meeting. Motion was seconded by **VANDER KAMP**. Motion was carried unanimously – 5 aye, 0 nay. Meeting adjourned at 6:39 pm.


Secretary to the Jasper County Zoning Commission


Chairman to the Jasper County Zoning Commission

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF JASPER)

I, the undersigned County Auditor of Jasper County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective county offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2022.

County Auditor, Jasper County, State of Iowa

(SEAL)

ORDINANCE NO. 71-A

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE CO-LINE URBAN RENEWAL AREA, IN JASPER COUNTY, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, JASPER COUNTY, LYNNVILLE-SULLY 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 CO-LINE URBAN RENEWAL AREA (**THE CO-LINE URBAN RENEWAL PLAN**)

WHEREAS, the Board of Supervisors of Jasper County, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 22-02-A passed and approved on the 26th day of January, 2022, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Co-Line 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 A of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) Section Thirty-three (33), Township Seventy-eight (78) North, Range Seventeen (17) West of the 5th P.M. in Jasper County, Iowa and is more particularly described as follows: beginning at the Southeast corner of said SW ¼ of the SW ¼ Section 33; thence South 89°46'15" West 60.00 feet along the South line thereof; thence North 00°10'40" West 175.00 feet parallel with the East line thereof; thence South 89°46'15" West 540.00 feet parallel with the South line of said SW ¼ of the SW ¼ Section 33; Thence North 00°10'40" West 525.00 feet parallel with the East line thereof; thence North 89°46'15" East 600.00 feet parallel with the South line thereof; thence South 00°10'40" East 700.00 feet along the East line of the SW ¼ of the SW ¼ Section 33 to the Point of Beginning, containing 7.47 acres including 0.05 of road right of way. Subject to any and all easements and restrictions of record.

AND

The full right of way of S. 128th Ave E beginning at the center line of County Highway T-33 and following along the S ½ of the SW quarter of Section 33, Township 78 Range 17 (3,909 ft) to the West quarter corner of the SE ¼ SE ¼ of Section 32, Township 78 Range.

WHEREAS, on January 4, 2022, following a public hearing, the County adopted a Resolution No. 22-02 to approve the Urban Renewal Plan, and thereafter the County adopted Ordinance No. 71 to establish a TIF district on the Urban Renewal Area; and

WHEREAS, the County subsequently determined that the published notice of the January 4, 2022 public hearing may have been insufficient; and

WHEREAS, in order to ensure legally sufficient notice of the public hearing to consider the Urban Renewal Plan, the County published notice of a second public hearing on the adoption of the proposed Urban Renewal Plan to be held on January 26, 2022, held the public hearing and re-adopted the Urban Renewal Plan via Resolution No. 22-02-A; and

WHEREAS, the County now replaces Ordinance No. 71 with this Ordinance No. 71-A following the adoption of the Urban Renewal Plan on January 26, 2022; and

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, after holding a duly noticed public hearing, 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, Lynnville-Sully 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, and Ordinance No. 71 is replaced in its entirety with this Ordinance No. 71-A. 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 _____, 2022.

Chairperson, Board of Supervisors

ATTEST:

County Auditor

Read First Time: _____, 2022

Read Second Time: _____, 2022

Read Third Time: _____, 2022

PASSED AND APPROVED: _____, 2022.

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 _____, 2022, signed by the Chairperson on _____, 2022, and published in the Newton Daily News, Hometown Press, and the Jasper County Tribune on _____, _____, and _____, 2022 (respectively).

County Auditor, Jasper County, State of Iowa

(SEAL)

02028669-1\10747-049

April 26, 2022

The Board of Supervisors of Jasper County in the 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 announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and among Jasper County, The Welder's Shield, LLC, and Co-Line Welding, Inc., and that notice of the proposed action by the Board to enter into said Agreement had been published pursuant to the provisions of Section 331.301(5), Code of Iowa.

The Chairperson then asked the Auditor whether any written objections had been filed by any County resident or property owner to the proposed action. The Auditor advised the Chairperson and the Board that _____ written objections had been filed. The Chairperson then called for oral objections 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)

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 APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND AMONG JASPER COUNTY, THE WELDER'S SHIELD, LLC, AND CO-LINE WELDING, INC. AND TO RATIFY, CONFIRM, AND APPROVE PRIOR SIGANTURES ON AGREEMENT FOR PRIVATE DEVELOPMENT", 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 _____, 2022, 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. 22-03-A

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
AMONG JASPER COUNTY, THE WELDER'S SHIELD, LLC,
AND CO-LINE WELDING, INC. AND TO RATIFY, CONFIRM,
AND APPROVE PRIOR SIGNATURES ON AGREEMENT FOR
PRIVATE DEVELOPMENT

WHEREAS, on April 26, 2022, 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 the Co-Line Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Co-Line Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan will be placed on file in the office of the Recorder of Jasper County; and

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

WHEREAS, the County has received a proposal from The Welder's Shield, LLC (the "Developer") and Co-Line Welding, Inc. (the "Tenant"), in the form of a proposed Development Agreement (the "Agreement") by and between the County, the Developer, and the Tenant, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the construction of an approximately 50,000 square foot industrial building, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the County will make up to twenty (20) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of (i) 25% of the Qualified Costs and Expenses for the Minimum Improvements (as further defined in the Agreement) or (ii) \$500,000, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement further proposes that the Developer will lease the Minimum Improvements to the Tenant and the Tenant will occupy the Minimum Improvements and create or retain jobs therein; and

WHEREAS, on January 4, 2022, the Board held a public hearing on the Agreement and following said public hearing, the Board adopted Resolution No. 22-03 to approve the Agreement; and

WHEREAS, the County subsequently determined that the published notice of the January 4, 2022 public hearing may have been insufficient; and

WHEREAS, in order to ensure legally sufficient notice of the public hearing to consider the Agreement, the County published another notice of public hearing and held another public hearing for the Agreement at this meeting of the Board; and

WHEREAS, Chapters 15A and 403, Code of Iowa, authorize counties to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Board has determined that the Agreement is in the best interests of the County and the residents thereof and that the performance by the County of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the County's performance thereunder is in furtherance of appropriate economic development activities and objectives of the County within the meaning of Chapters 15A and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Board has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly 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 IN THE STATE OF IOWA:

Section 1. That the performance by the County of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared

to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the County's performance thereunder is in furtherance of appropriate economic development activities and objectives of the County within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the execution of the Agreement for and on behalf of the County following the January 4, 2022 public hearing, in substantially the form and content now before this meeting, is hereby ratified and confirmed.

PASSED AND APPROVED this 26th day of April, 2022.

County, Board of Supervisors

ATTEST:

County Auditor

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF JASPER)

I, the undersigned County Auditor of Jasper County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective county offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2022.

County Auditor, Jasper County, State of Iowa

(SEAL)

JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division
116 W 4th St S Newton, IA 50208 ph: 641-792-3084 fax: 641-275-3708

Kevin Luetters - Jasper County Director of Community Development

Request for Rezoning

Case file: R-2022-03

TO THE BOARD OF SUPERVISORS

Date: April 22, 2022

We, Johnson Property Group Management LLC, request that the properties described as:

Parcel # 01.16.400.010

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the vacated portion of F-17 as shown in 2021-2734 of Section 16, Twp. 81 North, Range 21 West of the 5th P.M., Jasper County, Iowa; EXCEPT, Parcel "B" a tract of land in part of the South $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and a part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 16, Twp. 81 North, Range 21 West of the 5th P.M. Jasper County, Iowa as appears in the plat recorded in Book 1156 page 184 in the office of the Recorder of the said County AND EXCEPT a parcel of land in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16 and Partly in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 21, all in Township 81 North, Range 21 West of the 5th P.M. Jasper County, Iowa, as shown on Acquisition Plat, Exhibit "A", as recorded in document #01-4448 in the office of the Recorder of the said County AND subject to an easement for public highway to Jasper County, Iowa, located in a parcel of land partly in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and partly in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ all in Section 16, Twp. 81 North, Range 21 West of the 5th P.M., Jasper County, Iowa identified as Parcel 'A' on Acquisition Plat, Exhibit "A" as recorded in document #01-4449 in the office of the Recorder of said County AND EXCEPT a parcel of land in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16 Twp. 81 North, Range 21 West of the 5th P.M., Jasper County, Iowa as on Acquisition Plat Exhibit "A" as recorded in document #01-5637 in the office of the Recorder in the said County AND subject to an easement for public highway to Jasper County, Iowa, located in a parcel of land in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16, Twp. 81 North, Range 21 West of the 5th P.M., Jasper County, Iowa as shown on Acquisition Plat Exhibit "A" as recorded in document #01-5638 in the office of the Recorder in the said County

Parcel # 01.21.200.011

The North $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 21, Twp. 81 North, Range 21 West of the 5th P.M., Jasper County, Iowa; EXCEPT Parcel "C" in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 21, Twp. 81 North, Range 21 West of the 5th P.M., Jasper County, Iowa as appears in the plat of recorded in Book 1153 page 431 in the office of the Recorder of the said County AND EXCEPT a parcel of land in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16 and Partly in the NW

¼ of the NE ¼ of Section 21, all in Township 81 North, Range 21 W of the P.M., Jasper County, Iowa, as shown on Acquisition Plat, Exhibit "A", as recorded in document # 01-4448 in the office of the Recorder of said county AND EXCEPT a parcel of land partly in the NE ¼ of the NW ¼ and partly in the NW ¼ of the NE ¼ all in Section 21, Twp. 81 North, West of the 5th P.M., Jasper County, Iowa identified as Parcel "B" on acquisition plat, Exhibit "A" as recorded in document # 01-4449 in the office of the Recorder of the said County AND EXCEPT a parcel of land in the NW ¼ of the NE ¼ of Section 21, Twp 81 North, Range 21 West of the 5th P.M., Jasper County, Iowa, Commencing at the NE corner of said NW ¼ of the E ¼ of said Section 21; then S 01°25 ½ ' West 62.6 feet on the East line of said NW ¼ of the ¼; Then S 81°16' west, 26.4 feet; then s 48 degrees 15' West, 3.2 feet; the S 00°31' West, 168.8 feet to the Point of Beginning; then continuing S 00°31' West, 427.6 feet to an existing property line fence; then N 89 degrees 00' West 467.1 feet along said property line fence; then N 48°19' East, 630.6 feet to the Point of Beginning; Containing 2.29 acres AND EXCEPT Access Rights to a Parcel of land Located in the NW ¼ of the NE ¼ of Section 21, Twp.81 North, Range 21 West of the 5th P.M., Jasper County Iowa as shown on Right of Way Plat, as recorded in Book 816 Page 171 in the office of the Recorder in the said County;

Be rezoned from "Agriculture" to "Rural Residential Large Lot" to allow for a minor subdivision.

We, the Jasper County Board of Supervisors, do approve the re-zoning of the requested property, and therefore do amend the Jasper County Zoning Map to reflect the change requested in the above petition.

**Brandon Talsma, Chairperson,
Jasper County Board of Supervisors**

Attest:

Dennis Parrott, Jasper County Auditor

JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division
116 W 4th St S Newton, IA 50208 ph: 641-792-3084 fax: 641-275-3708

Rezone Request

Case File: R-2022-03
Fee: \$250.00
Date: 3/25/2022

Johnson Property Group Management LLC requests that the following described parcels be rezoned from "Agricultural" to "Rural Residential Large Lot" to comply with Jasper County Ordinance 04E.

Parcel 01.16.400.010 SECTION:16 TOWNSHIP:81 RANGE:21SW SE & THAT PT OF VAC PARCEL A & THAT PT OF N 1/2 VAC OLD F-17 W ADJ ON S EX PT PARCEL B

Parcel 01.21.200.011 SECTION:21 TOWNSHIP:81 RANGE:21NORTH 1/2 NW NE & THAT PT OF S 1/2 VAC OLD F-17 W ADJ ON N EX 2.29 IRREG TRACT IN SE COR & EX 26.4' EAST SIDE NORTH 1/2 NW NE SOUTH OF HWY DEEDED TO THE STATE & EX PT PARCEL C



3-28-2022

Signature

Date

We, the Jasper County Zoning Commission, recommend that this rezoning request ~~be~~ not be granted.

Aye

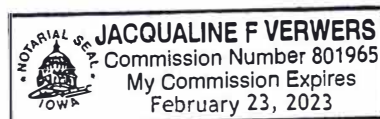
Nay


VICE Chairperson Jasper County Zoning Commission

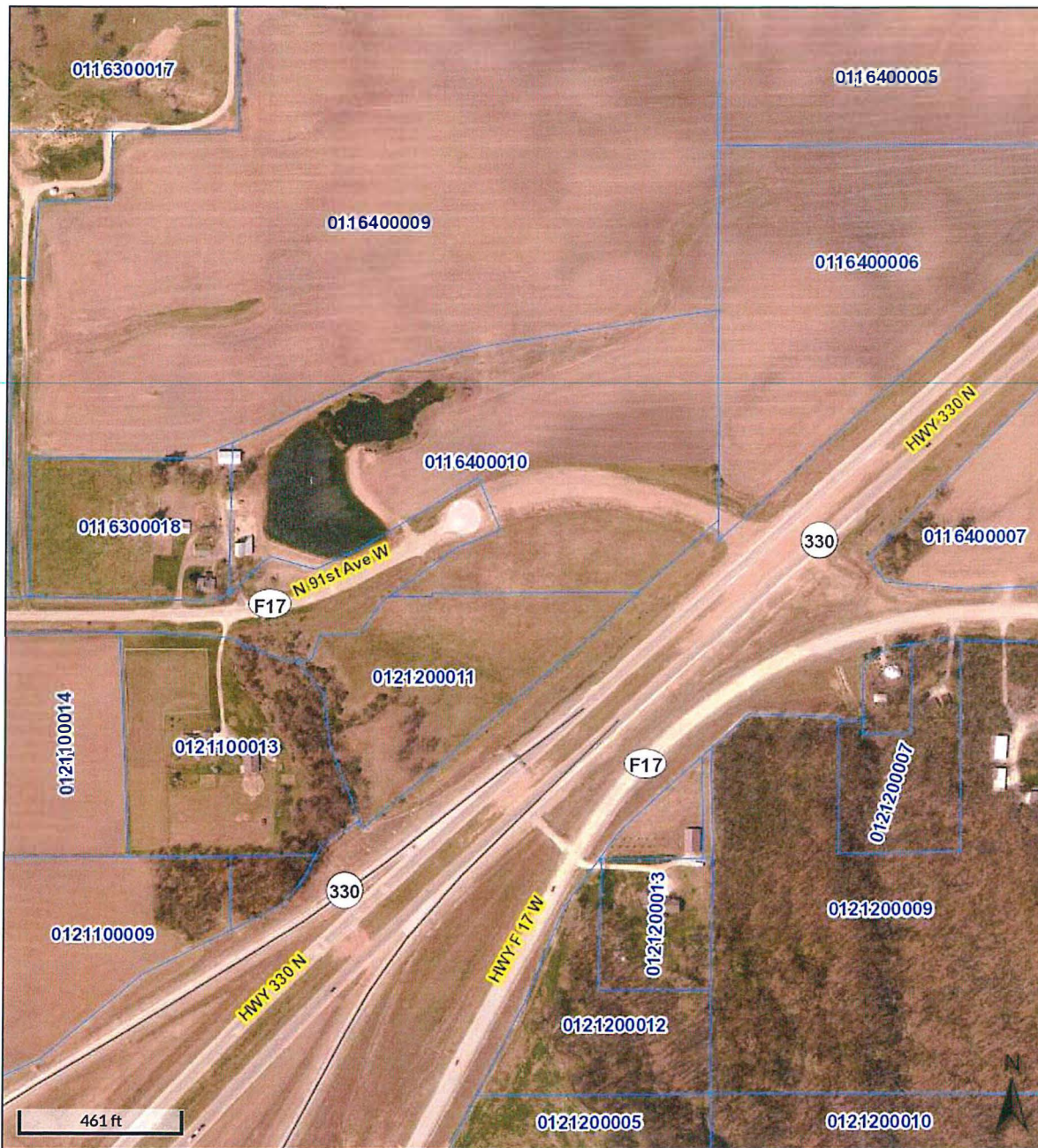
State of Iowa, Jasper County

On this 16th day of APRIL 2022, before me JACQUIE VERWERS, a Notary Public in and for the State of Iowa, appeared TODD SCHIPPERS to me personally known to be the ^{VICE} chairperson of the Jasper County Zoning Commission and that said Rezoning Request was signed by him/her on behalf of said Jasper County Zoning Commission.

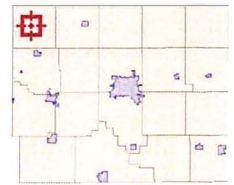
Witness my hand and Notary Seal the day and year above written.











Notary in and for the State of Iowa



Overview



Legend

- Parcels**
 -  Parcel
 -  BLL
 -  Corporate Limits
 -  Political Township
- Roads**
 -  Local
 -  Primary Highway
 -  Secondary Highway
 -  Other

Jasper County Data Disclaimer

Please Read Carefully

This Jasper County Geographical Information System product contains information from publicly available sources that are subject to constant change. Jasper County makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of this product, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.

The information presented in this product does not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use. All drawing components (lines, curves, points, etc.) are created as a representation and should not be construed as actual.

Date created: 3/21/2022

Last Data Uploaded: 3/18/2022 7:10:17 PM

Developed by  **Schneider**
GEOSPATIAL

RESOLUTION NO. _____

RESOLUTION APPROVING PLAT OF POKER RIDGE ESTATES

WHEREAS there has been presented to the Jasper County, Iowa Board of Supervisors a plat of certain property located in Jasper County, said plat being designated as POKER RIDGE ESTATES, and certified by Terry Coady, PLS SNYDER & ASSOCIATES, INC.

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

A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16 AND A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, ALL IN TOWNSHIP 81 NORTH, RANGE 21 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF JASPER COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 16; THENCE SOUTH 89°43'17" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, A DISTANCE OF 30.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°43'17" EAST ALONG SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, A DISTANCE OF 35.59 FEET TO THE SOUTHEAST CORNER OF PARCEL "E" AS SHOWN IN A PLAT OF SURVEY RECORDED ON FEBRUARY 16, 2022 IN DOCUMENT NUMBER 2022-980 OF THE JASPER COUNTY RECORDER'S OFFICE; THENCE NORTH 0°16'43" EAST ALONG THE EAST LINE OF SAID PARCEL "E", 504.16 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "E" AND TO THE SOUTH LINE OF PARCEL "B" AS SHOWN IN A PLAT OF SURVEY RECORDED ON DECEMBER 28, 2010 IN BOOK 1156, PAGE 184-185 OF THE JASPER COUNTY RECORDER'S OFFICE; THENCE NORTH 70°11'47" EAST ALONG THE SOUTH LINE OF SAID PARCEL "B", 13.31 FEET; THENCE NORTH 65°00'15" EAST CONTINUING ALONG SAID SOUTH LINE OF PARCEL "B", 363.88 FEET; THENCE NORTH 76°37'28" EAST CONTINUING ALONG SAID SOUTH LINE, 284.03 FEET; THENCE NORTH 81°47'01" EAST CONTINUING ALONG SAID SOUTH LINE OF PARCEL "B", 632.30 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "B"; THENCE SOUTH 1°09'25" WEST, 475.19 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND GRANTORS QUIT CLAIM AN EASEMENT FOR HIGHWAY PURPOSES TO LAND AS SHOWN ON ACQUISITION PLAT EXHIBIT "A" AS RECORDED IN DOCUMENT NUMBER 01-5638 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE SOUTH 1°14'38" WEST ALONG THE WEST LINE OF SAID EASEMENT, 112.84 FEET TO THE SOUTHWEST CORNER OF SAID EASEMENT AND TO THE NORTH LINE OF AN ACQUISITION PLAT AS RECORDED IN DOCUMENT NUMBER 01-4448 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE SOUTH 48°18'57" WEST ALONG SAID NORTH LINE, 1043.16 FEET; THENCE SOUTH 54°06'44" WEST CONTINUING ALONG SAID NORTH LINE, 166.69 FEET TO THE NORTHEAST CORNER OF AN ACQUISITION PLAT AS RECORDED IN DOCUMENT NUMBER 2016-3828 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE SOUTH 84°45'48" WEST ALONG THE NORTH LINE OF SAID ACQUISITION PLAT RECORDED IN DOCUMENT NUMBER 2016-3828, A DISTANCE OF 42.93 FEET TO THE NORTHWEST CORNER OF SAID ACQUISITION PLAT RECORDED IN DOCUMENT NUMBER 2016-3828 AND THE EAST LINE OF PARCEL "C" AS SHOWN IN A PLAT OF SURVEY RECORDED ON OCTOBER 15, 2004 IN BOOK 1153, PAGE 431 OF THE JASPER COUNTY RECORDER'S OFFICE; THENCE NORTH 19°5'55" WEST ALONG THE EAST LINE OF SAID PARCEL "C", 228.61 FEET; THENCE NORTH 6°02'25" WEST CONTINUING ALONG THE EAST LINE OF SAID PARCEL "C", 134.05 FEET; THENCE NORTH 45°37'34" WEST CONTINUING ALONG THE EAST LINE OF SAID PARCEL "C", 119.37 FEET TO THE SOUTH LINE OF PARCEL "B" OF AN ACQUISITION PLAT AS RECORDED IN DOCUMENT NUMBER 01-4449 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE NORTH 89°20'26" EAST ALONG THE SOUTH LINE OF SAID PARCEL "B", 35.78 FEET; THENCE NORTH 24°48'21" EAST CONTINUING ALONG SAID SOUTH LINE OF PARCEL "B", 79.28 FEET; THENCE NORTH 88°33'50" EAST CONTINUING ALONG SAID SOUTH LINE OF PARCEL "B", 95.13 FEET; THENCE NORTH 72°09'33" EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL "B", 23.50 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "B"; THENCE NORTH 89°43'17" WEST ALONG THE NORTH LINE OF SAID PARCEL "B", 271.63 FEET TO SAID EAST LINE OF PARCEL "C"; THENCE NORTH 45°37'34" WEST ALONG SAID EAST LINE OF PARCEL "C", 71.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 25.45 ACRES (1,108,659 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

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

NOW THEREFORE be it resolved that the plat designated POKER RIDGE ESTATES of the above-described property be and the same is hereby approved. The chairman of the board is hereby directed to certify a copy of this Resolution and affix the same to the plat for filing in the office of the Jasper County Recorder.

Approved this _____ day of _____, 2022

Chairman

Auditor

I, Brandon Talsma, chairman of the Jasper County Board of Supervisors, do hereby certify that the Resolution hereinabove set out is a true and correct copy of a Resolution approved and adopted by the Jasper County Board of Supervisors on the _____ day of _____, 2022 whereby said board accepted and approved the plat of POKER RIDGE ESTATES.

IN WITNESS WHEREOF, I hereto affix my hand and the seal of Jasper County, Iowa, this _____ day of _____, 2022.

Notary

APPROVAL OF SUBDIVISION PLAT NAME BY JASPER COUNTY AUDITOR

Date: 3/22/2022

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

POKER RIDGE ESTATES

Pursuant to Iowa Code §354.6(2) and §354.11(A-F), we approve of the subdivision name or title and have no objections to this subdivision plat being recorded.

Signed Taylor Spurgeon
Real Estate Clerk- Jasper County, Iowa

Signed Dawn Faust
Auditor of Jasper County, Iowa



JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division
116 W 4th St S Newton, IA 50208 ph: 641-792-3084 fax: 641-275-3708

SUBDIVISION REQUEST

Subdivision Request 22-02:

POKER RIDGE ESTATES SUBDIVISION

Fee: \$250.00

Date: 03/25/2022

A subdivision request that has been made to Jasper County Community Development by Johnson Property Group Management LLC for Poker Ridge Estates Subdivision located in a part of THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION:16 AND A PART OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION:21, ALL IN TOWNSHIP:81N RANGE:21W OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART, OF JASPER COUNTY, IOWA. THIS INCLUDES ALL OR PARTS OF THE FOLLOWING PARCELS: 011640010 & 0121200011.



Signature

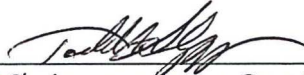
3-28-2022

Date

We, the Jasper County Zoning Commission, recommend that this subdivision request ~~be~~ not be granted.

Aye

Nay



VICE-Chairperson Jasper County Zoning Commission

State of Iowa, Jasper County

On this 6th day of APRIL 2022, before me

JACKIE VERWERS a Notary Public in and

for the State of Iowa, appeared

TODD SCHIPPERS to me, personally

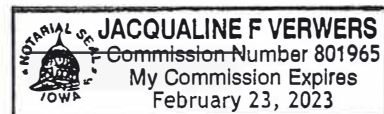
known to be the



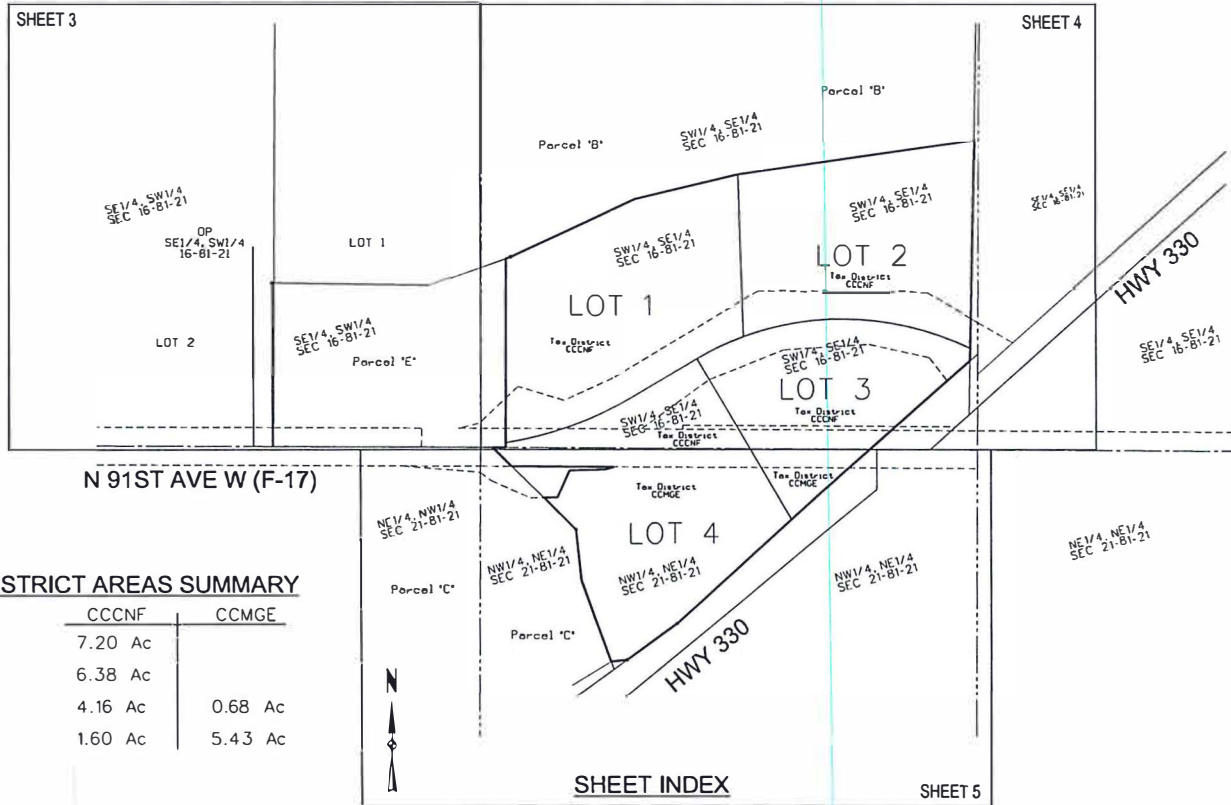
Notary in and for the State of Iowa

VICE chairperson of the Jasper County Zoning Commission, and that said Subdivision Request was signed by him/her on behalf of said Jasper County Zoning Commission.

Witness my hand and Notary Seal the day and year above written.



POKER RIDGE ESTATES FINAL PLAT



AREA ABOVE RESERVED FOR RECORDER

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM

SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:
Pt SW1/4, SE1/4 SEC 16-81-21
Pt NW1/4, NE1/4 SEC 21-81-21

REQUESTED BY:
MATT SHAFFER

DATE OF SURVEY

12-06-2021

BASIS OF BEARING

THE SOUTH LINE OF THE
SOUTHWEST 1/4
OF THE SOUTHEAST 1/4 OF
SECTION 16-81-21
IS ASSUMED TO BEAR
N89°43'17"W.

OWNER

JOHNSON PROPERTY GROUP
MANAGEMENT LLC
8170 NW 37TH ST
ANKENY, IA 50023

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #18643 (Unless Otherwise Noted)	●	○
ROW Rail	≡	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	---	
Section Line	---	
1/4 Section Line	---	
1/4 1/4 Section Line	---	
Easement Line	---	

TAX DISTRICT AREAS SUMMARY

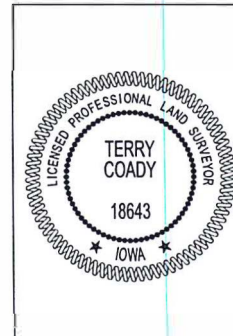
	CCCNF	CCMGE
LOT 1	7.20 Ac	
LOT 2	6.38 Ac	
LOT 3	4.16 Ac	0.68 Ac
LOT 4	1.60 Ac	5.43 Ac

SURVEYORS NOTES

- TRUSTEE WARRANTY DEED RECORDED IN BOOK 2016 PAGE 2555 WAS USED FOR THIS SURVEY.
- IN SITUATIONS WHERE THE PLAT OF SURVEY SHOWS SETTING A 1/2" REBAR, YELLOW PLASTIC CAP #18643 AND THE EXISTING CONDITIONS WILL NOT ALLOW THIS TYPE OF MONUMENT, A CUT "X" WILL BE SET IN CONCRETE OR A "MAG" NAIL WILL BE SET IN ASPHALT.

AREA SUMMARY

PT. SW1/4 SE1/4 SEC 16-81-21	19.34 AC
PT NW1/4 NE1/4 SEC 21-81-21	6.11 AC



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

Terry Coady, PLS _____ Date _____
 License Number 18643
 My License Renewal Date is December 31, 2023
 _____ sheets covered by this seal:

NO.	REVISION	DATE	BY
2	Revised Per Auditor's Comments	3-23-22	TLC
1	Revised Per Auditor's Comments	3-23-22	TLC

Drawn By: TLC
 Check 1st NTS
 Titleblock: JDP Date: 02/25/22 File: RL1013 Pg. 34
 Project No: 121.1114.01 Sheet 1 of 5

JASPER COUNTY, IOWA
 2727 SW SNYDER BLVD
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

POKER RIDGE ESTATES
FINAL PLAT
SNYDER & ASSOCIATES, INC.

SNYDER & ASSOCIATES
 Project No: 121.1114.01
 Sheet 1 of 5

POKER RIDGE ESTATES FINAL PLAT

PLAT DESCRIPTION

A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16 AND A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, ALL IN TOWNSHIP 81 NORTH, RANGE 21 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF JASPER COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DRAFT

CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
A-1M	30° 51' 59" RT	954.93'	514.44'	263.63'	S 74° 49' 30" W 508.24'
A-1R	30° 52' 00" RT	954.93'	514.44'	263.63'	
A-2	9° 09' 21" RT	954.93'	152.60'	76.46'	S 85° 40' 49" W 152.44'
A-3	21° 42' 38" RT	954.93'	361.84'	183.12'	S 70° 14' 49" W 359.68'
B-1M	58° 20' 38" LT	763.94'	777.91'	426.46'	N 88° 36' 21" E 744.74'
B-1R	58° 37' 54" LT	763.94'	781.75'	428.98'	
B-2	10° 16' 55" LT	763.94'	137.09'	68.73'	S 64° 34' 29" W 136.91'
B-3	46° 22' 30" LT	763.94'	618.33'	327.23'	N 87° 05' 48" W 601.59'
B-4	1° 41' 13" RT	763.94'	22.49'	11.25'	N 63° 03' 57" W 22.49'
B-5	56° 39' 25" RT	763.94'	755.42'	411.83'	N 87° 45' 44" E 725.02'

LINE TABLE

A	N76°18'59"E 57.51'M	P	S86°18'54"W 227.73'M
	S75°45'30"W 57.5'R		N85°45'30"E 227.7'R
B	N46°35'59"E 141.11'M	O	S68°09'54"W 213.33'M
	S46°02'30"W 141.1'R		N67°36'30"E 213.3'R
C	S73°13'31"E 127.61'M	R	S68°09'54"W 85.54'M
	N73°47'W 127.6'R		N62°36'30"E 85.54' RESOLUTION
D	N65°18'59"E 143.51'M	S	N22°12'07"W 72.91'
	S64°45'30"W 143.5'R	T	N22°12'07"W 85.49'
E	N59°05'29"E 454.24'M	U	S54°23'54"W 225.43'M
	S58°32'W 454.2'R		N53°50'30"E 225.4'R
F	N59°05'29"E 85.48'M	V	S36°13'52"W 123.53'M
	S58°32'W 85.48' RESOLUTION	W	N89°43'17"W 426.59'M
G	S58°39'01"E 132.31'M	X	N89°44'30"W 58.73'M
	S58°39'01"E 21.90'M	Y	S1°14'38"W 33.48'M
H	N59°12'30"W 21.9'R	Z	S54°06'44"W 43.22'M
	S0°16'27"W 78.14'M		S53°41'48"E 42.93'R
I	N0°16'27"E 5.16'M	AA	N19°51'55"W 22.77'M
J	N0°16'27"E 254.80'M		N20°18'41"W 22.77'R
K	N0°16'30"W 254.8'R	AB	S84°45'48"W 42.93'M
	S48°18'57"W 27.80'M		N84°32'04"E 42.69'R
L	N47°45'30"E 27.8'R	AC	N45°37'34"W 71.85'M
	S48°18'57"W 80.53'M	AD	N45°37'34"E 119.08'M
M	N37°11'46"W 77.81'M	AE	N89°20'26"E 35.64'M
	S37°47'E 77.8'R	AF	N89°20'26"E 35.78'M
N	N77°37'20"W 162.47'M	AG	N24°48'21"E 79.28'M
	S78°11'30"E 162.5'R		N24°09'30"E 79.1'R

POKER RIDGE ESTATES

FINAL PLAT

JASPER COUNTY, IOWA

SNYDER & ASSOCIATES, INC.



Project No: 121.1114.01

Sheet 2 of 5

Prepared By	Checked By	Date
Reviewed By	Approved By	Date
Drawn By	Scale	1" = 1175'
Traverse	ADP	Date: 02/25/22
Field No.	121.1114.01	
Project No.	121.1114.01	
Sheet	2 of 5	

**POKER RIDGE ESTATES
FINAL PLAT**

DRAFT

Parcel "B"
2010-7563
Bk1156 Pg 184-185

NW COR NE1/4 SE1/4
SEC 16-81-21
1/2" Rebar YPC 12846
At Surface

SE Corner Parcel "B"
Fnd 1/2" Rebar
Orange Plastic Cap
#13427

Notice of
Findings
Bk 2007
Pg 6526



Parcel "B"
2010-7563
Bk1156 Pg 184-185

N65°00'15"E 363.88'
S 64°32'33"W 363.89'

SW1/4 SE1/4
SEC 16-81-21

SW1/4 SE1/4
SEC 16-81-21

N81°47'01"E 632.30'
S 81°19'19" W 632.32'

Tax District CCCNF
6.38 Ac

SW1/4 SE1/4
SEC 16-81-21

SE1/4 SE1/4
SEC 16-81-21

Fnd 1/2" Rebar
Orange Plastic Cap #13427
N70°11'47"E
13.31'

Tax District CCCNF
7.20 Ac

LOT 2
278,100 SF
6.38 Ac

LOT 1
313,647 SF
7.20 Ac

S89°52'30"E 448.5'
S89°19'01"E 448.54'

Vacation By Resolution 21-10
Vacating A Portion Of
Jasper County Public Roadway
"No Recorded Document Found"

Parcel "A"
2001-4449
(Easement)

S1°14'38"W 79.36'

Easement
2001-5638

N0°16'43"E 491.97'

E

Fnd IDOT Alum
Cap ROW

Fnd IDOT Alum
Cap ROW

Warrant Deed
2001-3637

Parcel "A"
2001-4449
(Easement)
200.44'
S59°24'52"W
N58°51'30"E 200.44'

SW1/4 SE1/4
SEC 16-81-21

LOT 3
210,702 SF
4.84 Ac

Tax District CCCNF
4.16 Ac

SE1/4 SE1/4
SEC 16-81-21

N0°16'43"E 12.19'
S89°43'17"E 35.59'

Fnd IDOT Alum
Cap ROW

S89°43'17"E 1,320.83'

Easement Bk820 Pg278

50' Easement
Public Highway
Bk 521 Pg 368

Court Officer Deed
Bk 2001-4448

FEE
Bk820
Pg275

50' Easement
Public Highway
Bk 521 Pg 368

HWY 330

1. Revised Per Auditor's Comments	3-22-22 ILC	DATE	FILE
2. Revised Per Auditor's Comments	3-21-22 ILC	DATE	FILE
3. Revised Per Auditor's Comments	3-21-22 ILC	DATE	FILE
4. Revised Per Auditor's Comments	3-21-22 ILC	DATE	FILE
5. Revised Per Auditor's Comments	3-21-22 ILC	DATE	FILE
6. Revised Per Auditor's Comments	3-21-22 ILC	DATE	FILE
7. Revised Per Auditor's Comments	3-21-22 ILC	DATE	FILE
8. Revised Per Auditor's Comments	3-21-22 ILC	DATE	FILE
9. Revised Per Auditor's Comments	3-21-22 ILC	DATE	FILE
10. Revised Per Auditor's Comments	3-21-22 ILC	DATE	FILE
11. Revised Per Auditor's Comments	3-21-22 ILC	DATE	FILE
12. Revised Per Auditor's Comments	3-21-22 ILC	DATE	FILE
13. Revised Per Auditor's Comments	3-21-22 ILC	DATE	FILE
14. Revised Per Auditor's Comments	3-21-22 ILC	DATE	FILE
15. Revised Per Auditor's Comments	3-21-22 ILC	DATE	FILE
16. Revised Per Auditor's Comments	3-21-22 ILC	DATE	FILE
17. Revised Per Auditor's Comments	3-21-22 ILC	DATE	FILE
18. Revised Per Auditor's Comments	3-21-22 ILC	DATE	FILE
19. Revised Per Auditor's Comments	3-21-22 ILC	DATE	FILE
20. Revised Per Auditor's Comments	3-21-22 ILC	DATE	FILE

JASPER COUNTY, IOWA
2737 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-assoc.com

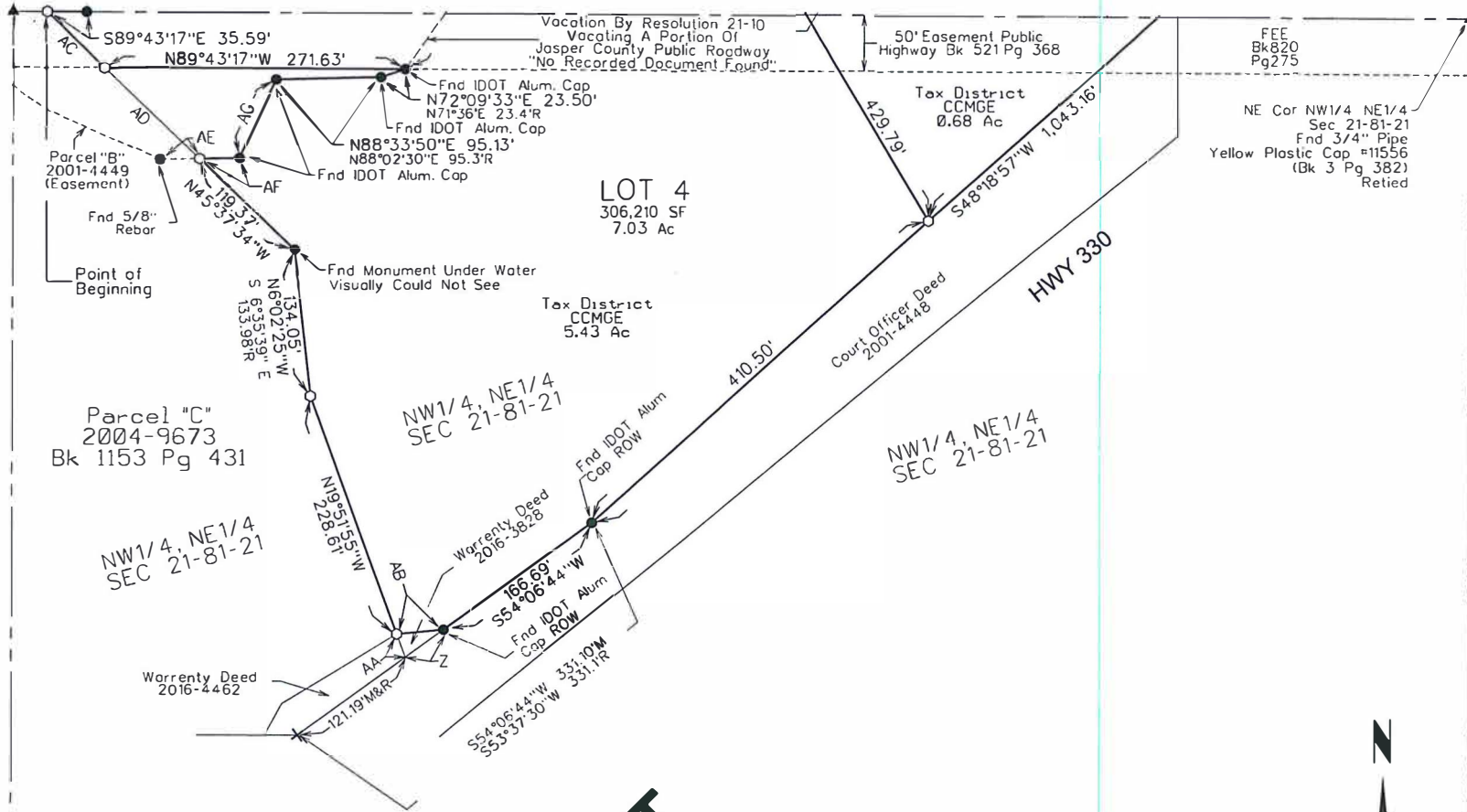
Project No. 121.1114.01
Sheet 4 of 5

**POKER RIDGE ESTATES
FINAL PLAT**

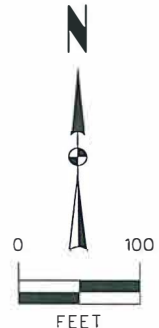


Project No. 121.1114.01
Sheet 4 of 5

POKER RIDGE ESTATES FINAL PLAT



DRAFT



2	Revised Per Auditor's Comments	11-22-20	TLC
1	Revised Per Auditor's Comments	11-22-20	TLC
1	Initial	02/25/22	DATE
	Conducted By	TLC	Scale: 1"=
	Engineer	JOP	Date: 02/25/22
	Project No.	121.1114.01	Sheet 5 of 5

JASPER COUNTY, IOWA

3781 S.W. SNYDER BLVD.
ANNEX B, IOWA 50023
515-994-2020 | www.snyder-associates.com

POKER RIDGE ESTATES

FINAL PLAT

SNYDER & ASSOCIATES, INC.

SNYDER & ASSOCIATES

Project No. 121.1114.01
Sheet 5 of 5



Overview



Legend

- Parcels
 - Parcel
 - BLL
- Corporate Limits
- Political Township
- Roads
 - Local
 - Primary Highway
 - Secondary Highway
 - Other

Jasper County Data Disclaimer

Please Read Carefully

This Jasper County Geographical Information System product contains information from publicly available sources that are subject to constant change. Jasper County makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of this product, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.

The information presented in this product does not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use. All drawing components (lines, curves, points, etc.) are created as a representation and should not be construed as actual.

Date created: 3/21/2022
 Last Data Uploaded: 3/18/2022 7:10:17 PM

Developed by  **Schneider**
 GEOSPATIAL



416 E. Main Street
 Mingo, Iowa 50168
 (641) 363-4212
 FAX (641) 363-4211
 www.dencohighway.com

Special Quotation

April 19, 2022

TO:
 Adam Sparks
 Jasper County Maintenance Director
 101 First Street N
 Newton, IA 50208

PCC Joint and Random Crack Sealing	
Location	315 W 3 rd St N – north half of parking lot

Denco Highway Construction proposes to complete PCC Joint and Crack Sealing at the listed location. The joints will be thoroughly sandblasted clean and sealed with Iowa DOT approved Crafc0 231 Hot Pour Material. All new random cracks will be routed, sandblasted clean, and sealed.

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
-	Lump Sum	PCC Joint and Random Crack Sealing	-	\$ 12,875.00
-	Lump Sum	Mobilization	-	\$ 1,000.00
TOTAL				\$ 13,875.00

1. Our price includes all labor, materials, equipment, and traffic control to complete the project.
2. A current certificate of Insurance will be sent to your office upon our receipt of a signed quote or contract.
3. Please forward an Iowa Sales Tax Exemption Certificate for the project.

THANK YOU,
 Denco Highway Construction


 Eric Vande Zande 4/19/2022
 Date

 Authorized by Date

Pricing Section

Net Price: ~~\$36,987.15~~ 4/21/22 Updated Price \$43,768.00

Model: 150REOZJF (ATS already purchased)

Notes & Clarification:

- Taxes not included In Net Price
- Quotation Valid for 90 days

Included in Net Price

- Submittal or Shop Drawings Provided
- Shipping to Job Site
- Startup By Factory Certified Service Tech, (Provided during Normal Business Hours 7:30AM -4:30PM)
- Training at Job Site: Provided at same time as startup,

Not Included in Net Price (unless otherwise stated)

- Unload at Job Site
- Fuel
- Infrared Scanning
- Installation, Installation Materials
- Any Taxes
- Utility and/or Coordination Studies
- Local, State Permits, Licenses & Fees

Estimated Delivery Information (After Written Notice to Proceed)

- **Lead time:**
 - **Generator Approx.: 44 weeks ARO** Plan to swap with August 22' stock order
 - **ATS Approx.: On Order-**

Startup Information

To ensure requested dates, please contact 3E 14 days prior for scheduling.

Service will require a completed checklist returned prior to scheduling certified startup.

To schedule the warranty startup, please contact:

Heath Pelzer – Sales

M: (515) 639-7137 O: (515) 273-0100 heath.pelzer@3e-co.com

Ryan Collins – Project Management

O: (515) 273-0100 ryan.collins@3e-co.com

All Kohler Power Systems Equipment require a factory certified startup to initiate Warranty.

KOHLER. Power Systems

444 Highland Drive, MS 072, Kohler, WI 53044
Phone: 920-457-4441
Visit us at KohlerPower.com
www.kohlerpower.com

Job Name: Jasper Co-150kw diesel

Offer: 21192-10

Quote Number: 0026798087

Version 1.0

09/20/2021

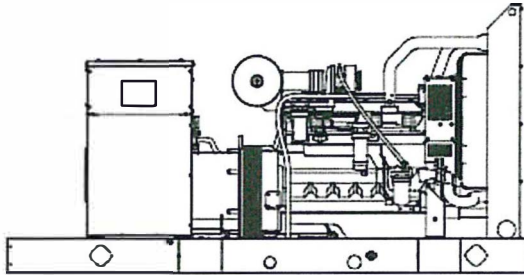
Page 1

To: Jasper County Office Building
Adam Sparks

150kw diesel option

From: Heath Pelzer
Outside Sales
Electrical Engineering and Equipment Co
1808 Delaware Ave
Des Moines, IA 50317
P: 515-266-8890 F:
heath.pelzer@3e-co.com

Generator



Kohler Model: 150REOZJF

This diesel generator set equipped with a 4S13X alternator operating at 120/208 volts is rated for 154 kW/193 kVA. Output amperage: 534

Qty	Description
	150REOZJF Generator System
1	150REOZJF Generator Set

KOHLER.

Page 1

KOHLER. Power Systems

444 Highland Drive, MS 072, Kohler, WI 53044
Phone: 920-457-4441
Visit us at KohlerPower.com
www.kohlerpower.com

Job Name: Jasper Co-150kw diesel

Offer: 21192-10

Quote Number: 0026798087

Version 1.0

09/20/2021

Page 2

Includes the following:

Literature Languages	English
Approvals and Listings	UL2200 Listing
Engine	150REOZJF, 12V, 60Hz
Nameplate Rating	Standby 130C Rise
Voltage	60Hz, 120/208V, Wye, 3Ph, 4W
Alternator	4S13X
Cooling System	Unit Mounted Radiator, 50C
Skid and Mounting	Skid, 44"
Air Intake	Standard Duty
Controller	APM402
Enclosure Type	Sound
Enclosure Material	Steel
Enclosure Silencer	Internal Silencer
Fuel Tank Type	Standard
Fuel Runtime (Approx.)	24 Hours
Subbase Fuel Tank Capacity	298 Gallons
Starting Aids, Installed	1800W,110-120V
Electrical Accy.,Installed	Battery, 1/12V, Wet
Electrical Accy.,Installed	Battery Charger, 10A
Electrical Accy.,Installed	Run Relay
Electrical Accy.,Installed	2 Input/5 OutputModule
Electrical Accy.,Installed	Generator Heater
Electrical Accy.,Installed	Manual Speed Adjust
Rating, LCB 1	80% Rated
Amps, LCB 1	600
Trip Type, LCB 1	Electronic, LSI
Interrupt Rating LCB 1	35kA at 480V
Aux Contact, LCB 1	Auxiliary Contact, Qty. 1
Fuel Lines, Installed	Flexible Fuel Lines
Fuel System Acc.,Installed	Fuel Pressure Gauge
Miscellaneous Accy.,Installed	Air Cleaner Restriction Ind.
Miscellaneous Accy.,Installed	Coolant in Genset

KOHLER.

Page 2

KOHLER. Power Systems

444 Highland Drive, MS 072, Kohler, WI 53044
 Phone: 920-457-4441
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Offer: 21192-10

Quote Number: 0026798087

Version 1.0

09/20/2021

Page 3

- | | | |
|---|-------------------------------|--------------------------------|
| | Miscellaneous Accy,Installed | Rodent Guards |
| | Miscellaneous Accy,Installed | Skid Extension & Caps |
| | Warranty | Standard |
| | Testing, Additional | Power Factor Test,0.8,3Ph Only |
| 1 | NEC Remote, E-Stop | |
| 1 | RSA III, Annunciator only | |
| 1 | Lit Kit, 150REOZJF,Production | |

2021 Expired Pricing

Sourcewell Information (Share with Sourcewell Member as follows, including contract number maturity date)						
KOHLER Awarded Contract: 120617-KOH			KOHLER Contract Maturity Date: 01/29/2022			
Model	Kohler List Price (Each)	Sourcewell Member Discount (% = \$)		Sourcewell Member Total Price FOB Factory		Qty.
150REOZJF	\$ 58,065.00	39 %	\$ 22,645.35	\$ 35,419.65		1

3E Open Market Items-5% off 3E List Price-Per Sourcewell Contract

	List Price	Discount	End Price
Freight	\$800.00	\$40.00	\$760.00
Startup/2 Hour Load Bank	\$850.00	\$42.50	\$807.50
Total Open Market Pricing			\$1,567.50

Terms Section: Page 1

This Quotation is based on our interpretation of specifications and drawings. Kohler and 3E limit the scope of supply for this quotation to the equipment and services listed.

Confidentiality Notice: This quote, including any attachments, are for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

Proposed By Heath Pelzer

By its Acceptance below, the purchaser, acting by and through its undersigned representative, hereby authorizes Electrical Engineering and Equipment (3E) to use this form as a bona fide purchase order of the equipment shown per this quotation, which Offer establishes the price and specifications of the material ordered. The purchaser's undersigned representative signs this acceptance form according to the terms and conditions and warrants that such person has the proper authority to execute this form on behalf of the purchaser indicated.

Notice for Equipment Power Connections

The purchaser's undersigned representative further acknowledges and understands on behalf of the purchaser (1) that Electrical Engineering and Equipment requires that all engine generator systems and transfer switches have startup performed by a Kohler certified technician, and (2) that damage to the engine generator, transfer switch, or end user equipment prior to startup by a Kohler certified technician will void the Kohler warranty and will not under any circumstances be the responsibility of Electrical Engineering and Equipment (3E) or Kohler Power Systems. (See check box on acceptance page)

Please complete "Acceptance Page and return Account Representative

3E (Electrical Engineering & Equipment) Corporate Office
953 73rd St.
Windsor Heights, IA 50312
800.955.3633 Tel: 515.273.0100
Fax: 515-266-1181

Terms Section: Page 2

Return Goods Policy

Stock Material

3E will accept for full credit any normal stock item(s), in normal stock quantities, subject to the following conditions:

- A. The material must be in the original carton and in resalable condition.
- B. The material has been purchased within the past 120 days.
- C. The customer furnishes 3E with the invoices/sales order number on which the material was purchased.
- D. Any applicable cash discounts will be deducted from credits.

A 10% restocking charge will apply when a normally stocked item is returned to 3E without the customer supplying the invoice/sales order number of the original purchase.

A 25% restocking charge will apply when material is returned after 120 days.

Material will not be accepted for return if any of the following conditions apply:

- A. Packaging is soiled or damaged.
- B. Material is not in original container or package.
- C. Material was purchased more than one (1) year prior.
- D. Material is obsolete.
- E. Quantities are greater than those normally stocked by 3E.
- F. Material has been altered. (Example: cut wire)

Non-Stock & Special Order Items - 3E will accept for return to the manufacturer any special order or non-stock merchandise subject to the following conditions:

- A. Customer must provide the invoice/sales order number of the original purchase.
- B. Manufacturer has issued a Return Good Authorization (RGA).
- C. Material must be in the original container or package.
- D. Material must be in resalable condition.
- E. Customer agrees to accept all restocking, freight, and handling charges.
- F. Any applicable cash discounts will be deducted from credits.

3E or Manufacturer Error - 3E will accept for immediate and full credit any item(s) shipped incorrectly by 3E or any of our vendors if returned within 30 days.

Defective Material - 3E will accept for credit or exchange any defective material subject to the terms and conditions of the manufacturer's stated warranty. All material is subject to inspection and if found to be in working condition will be returned to the customer.

Damaged Material - 3E will accept for full credit any material damaged during delivery on a 3E truck. Damaged material will be picked up and credited or replaced as soon as possible. 3E must be notified within 5 working days of any such damaged goods.

Limitation of Liability - 3E will not accept responsibility for any expenses such as; labor, transportation, removal, installation, or other expenses which may be incurred in connection with damaged or defective equipment without prior written approval.

All prices F.O.B. point of shipment and subject without notice. Our responsibility ceases upon delivery in good order to the transportation company.

Payment Terms - net 25th prox.

Any sales/use tax due on material is the responsibility of the purchaser.

1% service charge on delinquent accounts.

Electrical Engineering & Equipment Company offers no warranties expressed or implied as to quality, durability, workmanship, performance, operation or fitness of any material or apparatus sold. Electrical Engineering & Equipment Company disclaims all liability including consequential or special damages. Warranties only as provided by the manufacturer in writing apply to all articles, material and apparatus sold by Electrical Engineering & Equipment Company. Such warranties as provided by the manufacturer will be provided to any customer upon request.

Acceptance Section: ** Indicates Necessary Information Required before Submittals or Orders will be Processed

TO Heath Pelzer - P: 515.273.0100 / F: 515.273.0101 / M: 515.639.7137/ Email / heath.pelzer@3e-co.com

(Please Print)

Company Accepting this Quotation: ** _____

Billing Address: ** _____

City:** _____ State ** _____ Zip ** _____

Print Name: ** _____ Signature** _____ Date ** _____

Purchase Order Number ** _____ Project Name: _____

Amount of Order including options accepted, if any, before tax ** _____	
Please indicate by checking appropriated box.	Is this Project Taxed? ** YES <input type="checkbox"/> NO <input type="checkbox"/>
	<i>(If no taxed, a tax Certificate is required with this form)</i>
Please indicate by checking appropriated box.	Is Retainage Required? ** YES <input type="checkbox"/> NO <input type="checkbox"/>
Notice for Equipment Power Connections (Page 1 of Terms)	** YES <input type="checkbox"/>
Terms: Read and Understand 3E Terms (Page 2 of Terms)	** YES <input type="checkbox"/>

Ship To Address: ** _____ (Must have Physical Address, NOT PO BOX)

City: ** _____ State: _____ Zip:----- _____

End Users Name: ** _____ County **--- _____

Job Site Address: ** _____ City: ** _____ State:** ___ Zip ** _____

Electrical Job Site Foreman or Contact: _____ Phone _____

Complete this Section if there is General Contractor: (Circle) --YES--NO--, If yes Provide Name, Is there a Bond (Circle) – Yes – NO ; if yes provide Bond Number: _____**

General Contractor: Name** _____ Phone ** _____

Address ** _____ City ** _____ State** ___ Zip ** _____

This acceptance page maybe used as Purchase Order and is required before submittals or orders are processed.

Description	Code	Total \$	Voucher	Date of Request	DATE of Check	What for?	Miles	Who Paid
Wages-Elected/Dept Head		\$3,075.08						
Alyssa Flood		\$1,522.26			3/16/2022	Salary		
Alyssa Flood		\$1,552.82			3/30/2022	Salary Salary		
Wages - Part Time Assistant		\$3,170.00						
Keith Thorpe		\$1,000.00			3/2/2022	Wages		Keith Thorpe
Keith Thorpe		\$1,050.00			3/16/2022	Wages		Keith Thorpe
Keith Thorpe		\$1,120.00			3/30/2022	Wages		Keith Thorpe
Wages - Part Time Assistant		\$1,080.00						
Alyssa Flood		\$1,080.00			3/2/2022	Wages		Alyssa Flood
Wages-Vet Affairs Commission		\$200.00				Monthly Meeting		
Marta Ford		\$50.00		3/9/2022	3/15/2022	Attended		Marta Ford
Mike Naber		\$50.00		3/9/2022	3/15/2022	Attended		Mike Naber
Jerry Nelson		\$0.00				Attended		
Matthew Smith		\$50.00		3/9/2022	3/15/2022	Attended		Matthew Smith
Sue Springer		\$50.00		3/9/2022	3/15/2022	Attended		Sue Springer
Office Supplies		\$190.67						
Adobe		\$190.67				Acrobat Pro DC		Adobe
Advertisement		\$172.00						
Newton Daily News		\$96.00		2/28/2022	3/27/2022	Advertising		News Printing Company
Hometown Press		\$76.00		2/28/2022	3/27/2022	Advertising		Hometown Press
Employee Mileage/Meals		\$73.01						
Alyssa Flood		\$73.01		3/24/2022	4/12/2022	Dallas County VA Training & Grocery Deliver to Kellogg		Alyssa Flood
Educational/Training Serv		\$1,249.39						
NACVSO		\$350.00		3/11/2022	3/27/2022	NACVSO 2022 Annual Conference & Training		NACVSO
Alliant Global Assistance		\$66.00		3/11/2022	3/27/2022	"Travel Insurance" to NACVSO Conference San Antonio, Texas		Alliant Global Assistance
Aadvantage Program		\$833.39		3/11/2022	3/27/2022	American Airline Ticket to NACVSO Conference San Antonio, Texas		Aadvantage Program
Maint-Office/Computer Equip		\$65.07						
The Shredder		\$48.00		3/28/2022	4/12/2022	Shredding Services		The Shredder
Premier Copier		\$17.07		2/21/2022	3/27/2022	Copier Contract		Premier Copier
Dues/Memberships		\$120.00						
IACCVSO		\$120.00		3/3/2022	3/15/2022	IACCVSO Dues Spring School 2022 (Thorpe & Flood)		IACCVSO
Food/Provisions		\$1,000.00						
Fareway # 848		\$1,000.00		3/11/2022	3/11/2022	(10) \$100.00 Grocery Cards		Fareway # 848
Fuel Oil/Propane Payments		\$843.72						
Farrell Gas EC7865		\$843.72		3/10/2022	3/29/2022	Utilities (445 Gallons LP Gas)		Ferrell Gas
Other Transportation (RIDE)		\$676.64						
Debbie Boehmer		\$47.39		3/3/2022	3/15/2022	Transport Veterans to Medical Appt February 2022	1156.6	Miles March 2022
Tom Bringman		\$86.00		3/3/2022	3/15/2022	Transport Veterans to Medical Appt February 2022	81.0	Jasper County Rides
Bruce Coyle		\$45.40		3/3/2022	3/15/2022	Transport Veterans to Medical Appt February 2022	147.0	Jasper County Rides
Don Goode		\$149.18		3/3/2022	3/15/2022	Transport Veterans to Medical Appt February 2022	77.6	Jasper County Rides
Bud Langmaid		\$43.88		3/3/2022	3/15/2022	Transport Veterans to Medical Appt February 2022	255.0	Jasper County Rides
Becky Ruehle		\$51.48		3/3/2022	3/15/2022	Transport Veterans to Medical Appt February 2022	75.0	Jasper County Rides
Sherman Swank		\$47.97		3/3/2022	3/15/2022	Transport Veterans to Medical Appt February 2022	88.0	Jasper County Rides
Bill Umbarger		\$205.34		3/3/2022	3/15/2022	Transport Veterans to Medical Appt February 2022	82.0	Jasper County Rides
							351.0	Jasper County Rides
Fica-County Portion		\$598.66						
IPERS-County Portion		\$563.11						
Employee Group Insurance		\$0.00						

Administrative Expenses				\$9,395.22
Transport Assistance	\$676.64	1156.6	Miles	
Shelter Assistance	\$0.00			
Food Assistance	\$1,000.00			
Utility Assistance	\$843.72			
Medical & Other Assistance	\$0.00			
Funeral Assistance	\$0.00			
Assistance Expenses				\$2,520.36
Outreach Expenses				\$0.00
Admin 2 Expenses				\$1,161.77
Monthly Operating Expenses				\$13,077.35

Veteran Assistance			
Food / Provisions - BJ???? - 0256			\$100.00
Food / Provisions - U0320 - 0257			\$100.00
Food / Provisions - FM4005 - 0258			\$100.00
Food / Provisions Total			\$300.00
(10) \$100.00 Grocery Cards		Fareway #848	\$1,000.00
Utilities (455 Gallons LP Gas)		EC7865	\$843.72
Transport Veterans to Medical Appt February 2022		Jasper County Rides	\$676.64
			\$2,520.36

State Allocation Fund Balance	\$1,304.54
Public Donation Fund Balance	\$3,074.08

Description	Total \$	Date of Request	DATE of Check	What for?	Miles	Who Paid
Wages-Elected/Dept Head	\$0.00					
	\$0.00					
Wages - Part Time Assistant	\$2,080.00					
Keith Thorpe	\$980.00			Wages		Keith Thorpe
Keith Thorpe	\$1,100.00			Wages		Keith Thorpe
Wages - Part Time Assistant	\$2,310.00			Wages		Alyssa Flood
Alyssa Flood	\$1,080.00			Wages		Alyssa Flood
Alyssa Flood	\$1,230.00					
Wages-Vet Affairs Commission	\$350.00			Monthly Meeting		
Marta Ford	\$100.00			Attended 9 & 17 February 2022		Marta Ford
Mike Naber	\$100.00			Attended 9 & 17 February 2022		Mike Naber
Jerry Nelson	\$0.00			Attended 9 February 2022 / Absent 17 Feb 2022		
Matthew Smith	\$50.00			Absent 9 Feb 2022 / Attended 17 Feb 2022		Matthew Smith
Sue Springer	\$100.00			Attended 9 & 17 February 2022		Sue Springer
Office Supplies	\$211.38					
Forbes Office Solutions	\$162.44	2/1/2022	2/27/2022	Black Ink Cartridge / Notary Stamp		Forbes Office Solutions
Amazon.com	48.94	2/25/2022	3/27/2022	Uni-Ball pens		Amazon.com
Advertisement	\$172.00					
Hometown Press	\$76.00	1/31/2022	2/27/2022	Advertising		Hometown Press
Newton Daily News	\$96.00	1/31/2022	2/27/2022	Advertising		News Printing Company
Postage/Mailing	\$83.28					
US Post Office	\$83.28	2/11/2022	2/27/2022	Stamps		US Post Office
Employee Mileage/Meals	\$30.42					
Alyssa Flood	\$30.42	2/24/2022	3/15/2022	Employee Mileage "Hearthstone Pella, Iowa"		Alyssa Flood
Educational/Training Serv	\$350.00					
NACVSO Basic Benefits Course 2022	\$350.00	2/22/2022	3/27/2022	NACVSO Basic Benefits Course 2022 Alyssa Flood		NACVSO Basic Benefits Course 2022
Maint-Office/Computer Equip	\$1,185.78					
The Shredder	\$96.00	1/31/2022	2/15/2022	Shredding Service 1/31 & 2/28 2022		The Shredder
Premier Copier	\$17.08	1/27/2022	2/15/2022	Copier Contract		Premier Copier
Jasper County Information Technology	\$121.47	2/14/2022	3/1/2022	(1) Monitor for Alyssa Flood		Jasper County Information Technology
Amazon.com	\$951.23	2/25/2022	3/27/2022	Laser Printer		Amazon.com
Dues/Memberships	\$50.00					
NACVSO Membership 2022	\$50.00	2/22/2022	3/1/2022	2022 Membership Dues / Alyssa Flood		NACVSO Membership 2022
Rent Payments	\$850.00					
Dickerson, LLC	\$850.00	2/3/2022	2/15/2022	Shelter (Rent)		Dickerson, LLC Colfax, Iowa
WR4149						
Utilities (Electric)	\$412.93					
Alliant Energy IPL	\$412.93	2/16/2022	3/10/2022	Utilities (Electric)		Alliant Energy IPL
LC8390						
Other Transportation (RIDE)	\$721.31				1233.0	
Bill Ehler	\$102.96	2/7/2022	2/15/2022	Transport Veterans to Medical Appt January 2022	176	Jasper County Rides
Don Goode	\$100.04	2/7/2022	2/15/2022	Transport Veterans to Medical Appt January 2022	171	Jasper County Rides
Paul Koeppe	\$40.95	2/7/2022	2/15/2022	Transport Veterans to Medical Appt January 2022	70	Jasper County Rides
Larry Pauley	\$57.33	2/7/2022	2/15/2022	Transport Veterans to Medical Appt January 2022	98	Jasper County Rides
Karen Staker	\$50.31	2/7/2022	2/15/2022	Transport Veterans to Medical Appt January 2022	86	Jasper County Rides
Sherman Swank	\$52.65	2/7/2022	2/15/2022	Transport Veterans to Medical Appt January 2022	90	Jasper County Rides
Bill Umbarger	\$317.07	2/7/2022	2/15/2022	Transport Veterans to Medical Appt January 2022	542	Jasper County Rides
Fica-County Portion	\$358.82					
IPERS-County Portion	\$196.35					
Employee Group Insurance	\$0.00					

Administrative Expenses		\$6,822.86
Transport Assistance	1233.0	
Shelter Assistance		
Food Assistance		
Utility Assistance		
Medical & Other Assistance		
Funeral Assistance		
Assistance Expenses		\$1,984.24
Outreach Expenses		\$0.00
Admin2 Expenses		\$555.17
		<u>\$9,362.27</u>

Veteran Assistance			
Food /Provisions - WR4149 - 0255		\$100.00	
Food / Provisions Total		\$100.00	
Utilities (Electric)	LC8390	\$412.93	
Shelter (Rent)	WR4149	\$850.00	
Transport Veterans to Medical Appt January 2022	Jasper County Ride	\$721.31	
		<u>\$1,984.24</u>	
		100	

State Allocation Fund Balance	\$200.45
Public Donation Fund Balance	\$3,074.08

Description	Code	Total \$	Date of Request	DATE of Check	What for?	Miles	Who Paid
Wages-Elected /Dept Head		\$0.00					
					Salary		
					Salary		
Wages - Part Time Assistant		\$1,620.00					
Keith Thorpe		\$640.00			Wages		Keith Thorpe
Keith Thorpe		\$980.00			Wages		Keith Thorpe
Wages - Part Time Assistant		\$1,960.00					
Alyssa Flood		\$890.00			Wages		Alyssa Flood
Alyssa Flood		\$1,070.00			Wages		Alyssa Flood
Wages-Vet Affairs Commission		\$350.00			Monthly Meeting and Special Meeting		
Marta Ford		\$100.00			Attended 12 & 21 January 2022		Marta Ford
Mike Naber		\$100.00			Attended 12 & 21 January 2022		Mike Naber
Jerry Nelson		\$0.00			Attended 12 & 21 January 2022		
Matthew Smith		\$50.00			Attended 12 January 2022		Matthew Smith
Sue Springer		\$100.00			Attended 12 & 21 January 2022		Sue Springer
Advertisement		\$255.00					
Newton Daily News		\$160.00	12/31/2021	1/27/2022	Advertising		News Printing Company
Hometown Press		\$95.00	12/31/2021	1/27/2022	Advertising		Hometown Press
Maint-Office/Computer Equip		\$48.00					
The Shredder		\$48.00	1/3/2022	1/18/2022	Shredding Services		The Shredder
Premier Copier		\$0.00			Copier Contract		Premier Copier
Rent Payments		\$250.71					
Super 8 Newton	SR????	\$250.71	1/28/2022	2/27/2022	Shelter (5) Nights at Super 8 Newton "Homeless Veteran"		Super 8 Newton
Utilities (Electric)		\$272.21					
Alliant Energy	MY2158	\$272.21	1/24/2022	2/15/2022	Utilities (Electric)		Alliant Energy
Natural Gas Payments		\$321.20					
Blaack Hills Energy	MT2158	\$321.20	1/24/2022	2/15/2022	Utilities (Natural Gas)		Black Hills Energy
Other Transportation (RIDE)		\$564.02				992.0	
Don Goode		\$143.36	1/5/2022	1/18/2022	Transport Veterans to Medical Appt December 2021	256.00	Jasper County Rides
Paul Koeppen		\$39.20	1/5/2022	1/18/2022	Transport Veterans to Medical Appt December 2021	70.00	Jasper County Rides
Larry Pauley		\$104.16	1/5/2022	1/18/2022	Transport Veterans to Medical Appt December 2021	186.00	Jasper County Rides
Sherman Swank		\$107.52	1/5/2022	1/18/2022	Transport Veterans to Medical Appt December 2021	192.00	Jasper County Rides
Bill Umbarger		\$58.24	1/5/2022	1/18/2022	Transport Veterans to Medical Appt December 2021	104.00	Jasper County Rides
Ron Wickman		\$103.04	1/5/2022	1/18/2022	Transport Veterans to Medical Appt December 2021	184.00	Jasper County Rides
Hometown Cab, Newton, Iowa	SR????	\$8.50	1/28/2022	2/27/2022	"Homeless Veteran" Transportation to Super 8 Newton		Hometown Cab, Newton, Iowa
Fica-County Portion		\$482.67					
IPERS-County Portion		\$303.52					
Employee Group Insurance		-25.08					

Administrative Expenses		\$4,233.00
Transport Assistance	\$564.02	992.0
Shelter Assistance	\$250.71	
Food Assistance	\$0.00	
Utility Assistance	\$593.41	
Medical & Other Assistance	\$0.00	
Funeral Assistance	\$0.00	
Assistance Expenses		\$1,408.14
Outreach Expenses		\$0.00
Admin2 Expenses		\$761.11
Monthly Operating Expenses		\$6,402.25

Veterans Assistance		
Food / Provisions - MT2158 - 0253	\$100.00	
Food / Provisions - SR5631 - 0254	\$100.00	
Food / Provisions Total	\$200.00	
State Allocation Fund Balance	\$200.45	
Public Donation Fund Balance	\$3,074.08	
Shelter (5) Nights at Super 8 Newton Homeless Veteran	SR5631	\$250.71
Utilities (Electric & Natural Gas)	MT2158	\$593.41
Jasper County Rides / Homeless Veteran		\$564.02
Total		\$1,408.14

Jasper County Veterans Affairs
Iowa State Allocation
FY 2021 - 2022

4/1/2022

Beginning Allocation Amount		(Received 9/1/2021)	\$10,000.00
Date	Who to:	What For:	Amount
10/15/2021	Marta Ford	Embassy Suites - IACCVSO 2021 Fall School	\$166.68
10/15/2021	Susan Springer	Embassy Suites - IACCVSO 2021 Fall School	\$186.14
10/15/2021	Embassy Suites	Embassy Suites - IACCVSO 2021 Fall School (Thorpe)	\$500.64
11/6/2021	PJ's Deli	Jasper Co. Commission Veterans Outreach	\$44.48
11/19/2021	VistaPrint	Business Cards / Retractable Banner for Outreach Events	\$180.81
12/16/2021	Domino's Pizza	The Dental Practice Outreach (40) Veterans Free Dental Care	\$81.25
1/8/2022	Maxim Advertising	(200) Knit Caps "Advertising"	\$1,376.99
1/31/2022	Subway	Korean War/Era Outreach "Noon Meal"	\$278.85
1/31/2022	American Legion Post 111	Korean War/Era Outreach "Noon Meal"	\$100.00
3/15/2022	Staybridge Suites, Des Moines	IACCVSO Spring School 2022 Alyssa Flood	\$789.32
3/25/2022	Hy-Vee	Vietnam Veterans War/Era Outreach Meal	\$785.00
3/28/2022	Keith N. Thorpe	Per Diem \$64.00 X 3 IACCVSO Spring School 2022	\$192.00
3/28/2022	Alyssa Flood	Per Diem \$64.00 x 5 IACCVSO Spring School 2022	\$320.00
Estimate	Mileage Spring School	Round Trip \$38.00 x Alyssa & Keith	\$76.00
Estimate	Staybridge Suites	IACCVSO Spring School 2022 Keith Thorpe	\$644.00
Estimate	Hawkeye Stages Buses (2)	Vietnam Veterans Day at the Capitol in May	\$2,973.30
			\$8,695.46
	Allocation Funds Remaining		\$1,304.54

DESCRIPTION	Original Allocation	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Allocation Remaining	% Remaining
Vages-Elected/Dept Head	\$40,672.00	\$11,141.80	\$9,571.56	\$3,075.08	\$0.00	\$16,883.56	41.51%
Vages - Part Time Assistant	\$18,834.00	\$6,587.96	\$8,140.00	\$6,870.00	\$0.00	-\$2,763.96	-14.68%
Vet Affairs Comm-Expenses	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	100.00%
Vages-Vet Affairs Commission	\$2,400.00	\$400.00	\$700.00	\$900.00	\$0.00	\$400.00	16.67%
Office Supplies	\$1,000.00	\$0.00	\$70.13	\$402.05	\$0.00	\$527.82	52.78%
Magazines/Periodicals/Books	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400.00	100.00%
Publications/Notices/Advertisement	\$4,000.00	\$862.00	\$711.50	\$599.00	\$0.00	\$1,827.50	45.69%
Postage/Mailing	\$200.00	\$0.00	\$0.00	\$83.28	\$0.00	\$116.72	58.36%
Employee Mileage/Meals	\$800.00	\$0.00	\$313.71	\$103.43	\$0.00	\$382.86	47.86%
Educational/Training Serv	\$3,500.00	\$300.00	\$0.00	\$1,599.39	\$0.00	\$1,600.61	45.73%
Maint-Office/Computer Equip	\$2,000.00	\$537.44	\$372.10	\$1,298.85	\$0.00	-\$208.39	-10.42%
Fees/Memberships	\$1,048.00	\$0.00	\$30.00	\$170.00	\$0.00	\$848.00	80.92%
Total Admin Expenses	\$75,854.00	\$19,829.20	\$19,909.00	\$15,101.08	\$0.00		
Prescriptions/Med Supplies	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00		
Inpatient/Outpatient	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	100.00%
Personal Items/Clothing	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	100.00%
Food/Provisions	\$8,000.00	\$983.24	\$2,140.41	\$1,000.00	\$0.00	\$3,876.35	48.45%
Travelable Items	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	100.00%
Rent Payments	\$6,500.00	\$2,027.37	\$2,905.99	\$1,100.71	\$0.00	\$465.93	7.17%
Mortgage Payments	\$3,000.00	\$862.36	\$1,405.86	\$0.00	\$0.00	\$731.78	24.39%
Utilities (Elec & Gas)	\$3,000.00	\$0.00	\$1,046.53	\$0.00	\$0.00	\$1,953.47	65.12%
Utilities (Electric)	\$7,000.00	\$246.49	\$1,086.40	\$685.14	\$0.00	\$4,981.97	71.17%
Water Payments	\$2,000.00	\$147.58	\$352.44	\$0.00	\$0.00	\$1,499.98	75.00%
Natural Gas Payments	\$2,000.00	\$32.55	\$0.00	\$321.20	\$0.00	\$1,646.25	82.31%
Heat Oil/Propane Payments	\$2,000.00	\$0.00	\$0.00	\$843.72	\$0.00	\$1,156.28	57.81%
Other Transportation (RIDE)	\$10,000.00	\$2,145.03	\$2,079.80	\$1,961.97	\$0.00	\$3,813.20	38.13%
General Services	\$2,000.00	\$0.00	\$2,850.00	\$0.00	\$0.00	-\$850.00	-42.50%
Cemeteries-Graves/Markers	\$2,500.00	\$660.14	\$1,837.20	\$0.00	\$0.00	\$2.66	0.11%
Medical/Health Services	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	100.00%
	\$51,500.00	\$7,104.76	\$15,704.63	\$5,912.74	\$0.00		
Fica-County Portion	\$4,233.00	\$1,323.93	\$1,735.23	\$841.49	\$0.00	\$332.35	7.85%
IPERS-County Portion	\$5,223.00	\$1,673.68	\$1,685.17	\$499.87	\$0.00	\$1,364.28	26.12%
Employee Group Insurance	\$23,468.00	\$5,113.94	\$3,413.02	-\$25.08	\$0.00	\$14,966.12	63.77%
	\$32,924.00						

Third Quarter 2021 - 2022

Description	January	February	March	Quarterly Totals
FEDERAL				
Intent to Files	<u>14</u>	<u>12</u>	<u>7</u>	33
VA Compensation/Pension Claim Submitted	<u>6</u>	<u>5</u>	<u>12</u>	23
Survivor Benefits/ Burial Benefits/ Death Pension Applications Submitted	<u>1</u>	<u>5</u>	<u>1</u>	7
Appointments	<u>50</u>	<u>60</u>	<u>69</u>	179
Military Records Ordered (DD214/Awards/Medical Records, etc.)	<u>0</u>	<u>1</u>	<u>1</u>	2
VA Health Care Referral	<u>3</u>	<u>5</u>	<u>6</u>	14
Other VA Forms (POA, Waivers, Statements, etc)	<u>43</u>	<u>31</u>	<u>30</u>	104
STATE				
Iowa Veterans Trust Fund Applications (Submitted)	<u>0</u>	<u>1</u>	<u>0</u>	
Iowa Veterans Home Applications (Submitted)	<u>0</u>	<u>0</u>	<u>0</u>	
COUNTY				
Number of Veterans Assisted by Jasper County	<u>10</u>	<u>7</u>	<u>10</u>	
Total Spent on Financial Assistance Provided	<u>\$1,608.00</u>	<u>\$2,084.00</u>	<u>\$1,820.00</u>	
Unclaimed Assistance	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
Average per Veteran	<u>\$160.80</u>	<u>\$297.71</u>	<u>\$182.00</u>	

Jasper County VA
 Jasper County RIDE Program
 VA RIDE Quarterly Data
 Jan, Feb, Mar 2022

	Iowa City	Des Moines	Skiff	Newton Clinic	Newton - Other	Other Area Towns	Totals
Veterans Transported (unduplicated)							10
TOTAL RIDES for Veterans	10	23				4	37

Donita Huegel | Jasper County
Iowa State University Extension and Outreach
 Program Coordinator
 Retired and Senior Volunteer Program

550 N 2nd Ave W
 Newton, Iowa 50208
donitap@iastate.edu
 641.792.6433

IOWA STATE UNIVERSITY
 Extension and Outreach

CERTIFICATE OF APPOINTMENT OF DEPUTY OR ASSISTANT

STATE OF IOWA, JASPER COUNTY, ss.

I, John R. Halferty, Sheriff of Jasper County, Iowa, do hereby constitute and appoint Brad Van Zante as Reserve Deputy Sheriff for a period of 3 years, from April 16, 2022, and do hereby authorize and empower him to do and perform in my name as such Reserve Deputy Sheriff, all acts and things that may lawfully be done by him as such Reserve Deputy Sheriff.

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

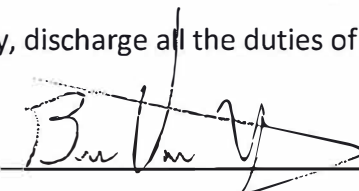
Given under my hand this 16th day of April, 2022.



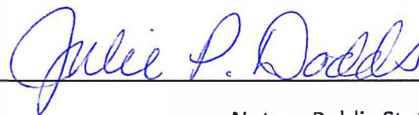
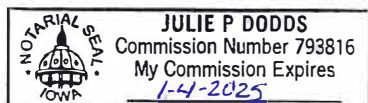
John R. Halferty
Sheriff of Jasper County, Iowa

STATE OF IOWA, JASPER COUNTY, ss.

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



Subscribed and sworn to before me, this 16th day of April, 2022.



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

RESOLUTION FOR SETTING POLICY FOR ALTERNATIVE DUST CONTROL

Alternative Dust Control, defined:

The application of an approved product to a Level A granular road within Jasper County, Iowa, to limit or nullify the amount of dust produced by traffic and/or wind erosion. These products include but are not limited too; asphalt containing material and bituminous seal coat. The application of an approved alternative dust control shall be viewed as short-term. Any product designed to be a long-term solution, i.e. asphalt or cement will need specific permission by the Jasper County Engineer and Jasper County Board of Supervisors.

1. Application of an alternative dust control **does not** take precedence over safety for the traveling public, therefore if the area becomes unsafe due to potholes or rough areas the landowner will be required to contact an approved contractor to take care of the situation after being notified from the county by a certified letter. If the landowner/contractor does not comply in the time allotted, as stated in the certified letter, the County will do what it deems necessary to get the road back into safe traveling condition for the public and bill the landowner for repairs. If the landowner fails to accept the certified letter, additional fees incurred to notify said landowner will be billed to the landowner.
2. Applicant **Must** be the legal owner of said land adjacent to the dust control application treatment.
3. Jasper County does not require a permit fee. However, it does require a road preparation and administration fee in the amount of \$1.00 per linear foot of application, due with the permit application. Jasper County reserves the right to invoice for additional costs where resources provided exceed normal and customary blading and shaping operations (i.e., the rental and operation of milling equipment, etc.), these additional costs will be charged at standard rates for labor and equipment.
4. A permit must be applied for the first year of application and then on a semi-annual or as needed basis. The application must have a maintenance plan attached to maintain a smooth travel portion of the roadway. An applicant, identified by the Jasper County Engineer, or a representative, that does not maintain their portion of alternative dust controlled roadway shall have their permit revoked and product bladed through at no cost to Jasper County or the Jasper County Highway Department.
5. The application of alternative dust control, in Jasper County, will only be performed by contractors who are pre-approved or a contractor who meets with the Jasper County Engineer before work is approved.

**Resolution for Setting Policy
for Alternative Dust Control**

6. Contractors shall only apply materials that meet or exceed applicable Iowa Department of Transportation, Iowa Department of Natural Resources, and Environmental Protection Agency regulations.
7. At no time is any other product allowed on Jasper County roadways, all alternative dust control applied outside of the companies approved by the Jasper County Engineer will be bladed through at no cost to Jasper County and no reimbursement made to landowner.
8. An approved contractor applying the alternative dust control **shall** supply Jasper County with a certificate of insurance that also names Jasper County as an additional certificate holder.

9. An approved contractor shall maintain the minimum standard for roadways in small subdivisions for acceptance to the public road system as set forth by the Jasper County Engineer.
10. Jasper County requires that the approved contractors compile a listing of applicants, township, section, road name, and length of suppressant to be applied and submit this information to the Jasper County Highway Department two weeks prior to anticipated start date.
11. All charges for alternative dust control services will be processed by the approved contractor. Jasper County will not process applications or accept payment for alternative dust control services.
12. No complaints regarding alternative dust control or the alternative dust control company will be taken by Jasper County; all complaints should be directed to the alternative dust control company.
13. Any discrepancy in length of application is between the contractor and the applicant.
14. Sign up deadlines will be set annually by the Jasper County Highway Department. Late applications will not be accepted.
15. All applicants are obligated to mark the limits of their own alternative dust control area and maintain those markings for the duration of the alternative dust control season.
16. Jasper County reserves the right to blade through any area that is no longer marked or that has become rough or potholed to maintain the integrity of the road surface.
17. Jasper County is not obligated to provide re-application or any compensation for alternative dust control areas that are scarified or bladed.

**Resolution for Setting Policy
for Alternative Dust Control**

18. During snow removal Jasper County will not be liable for any loose material removed with the snow and Jasper County will not be placing sand or salt on any of these areas.

AYES: _____

NAYS: _____

Approved this _____ day of _____, 2022

Brandon Talsma - Chairman

Denny Carpenter

Doug Cupples

ATTEST: _____

Dennis Parrott
Jasper County Auditor

APPLICATION STANDARDS FOR APPROVED ALTERNATIVE DUST CONTROL

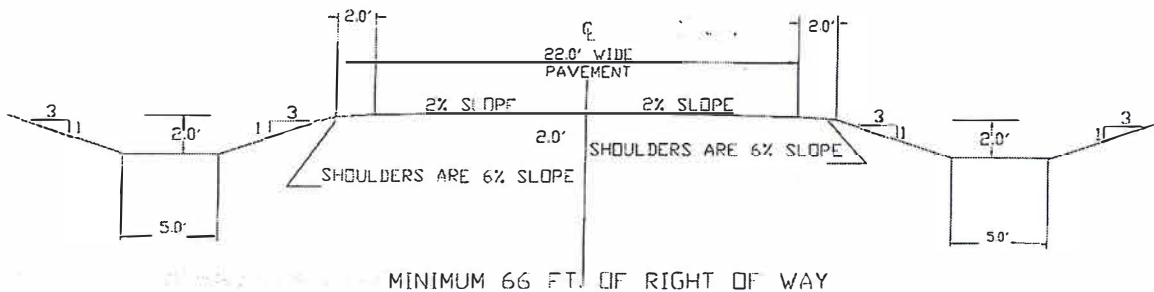
Jasper County requires that approved alternative dust control methods be completed by a pre-approved contractor(s) or other contractor(s) that can meet the standards set forth by the Jasper County Engineer, namely, to adhere to the typical cross section provided below. Further, traffic control shall be provided by the contractor(s) or landowners per Iowa DOT standards. The application process for these approved alternative dust control methods is as follows.

Asphalt Containing Material:

1. Asphalt containing material shall be free of metal and other deleterious materials.
2. Asphalt containing materials (RAS, RAP, etc.) shall be mixed at a minimum ratio of 1 part asphalt containing material to 1 part aggregate (50% ratio)
3. Asphalt containing material shall be incorporated into the existing road surface to a minimum total depth of four (4) inches and compacted.
4. If incorporation is not possible, the asphalt containing material shall be premixed with new 1"-1 1/8" rock at the minimum ratio above, placed and compacted at a minimum two (2) inch thickness. Further, headers shall be provided at the beginning and end of treatment area to provide a smooth transition in roadway grade.
5. Asphalt containing material shall be treated with a binding agent and rolled to maintain a smooth driving surface with the final surface matching the cross section of the existing roadway at beginning and end of treatment area.

Bituminous Seal Coat: Applied directly to the top surface of the roadway, per Iowa DOT Standard 2307. One course is acceptable.

Standard Level A Roadway Cross Section for Jasper County



PERMIT TO APPLY ALTERNATIVE DUST CONTROL ON A JASPER COUNTY ROADWAY

PERMIT NO: _____

COST OF PERMIT: _____

NAME OF APPLICANT: _____

MAILING ADDRESS: _____

LOCATION OF APPLICATION: _____

LENGTH OF APPLICATION (FEET): _____

TYPE OF DUST CONTROL BEING APPLIED: _____

CONTRACTOR APPLYING DUST CONTROL: _____

ADDRESS of CONTRACTOR: _____

The County agrees to prepping the site of application by blading and adding any additional rock the county deems necessary, as per current dust control practices.

REQUIREMENTS FOR APPLICATION OF ALTERNATIVE DUST CONTROL:

- Road preparation and administration fee is \$1.00 per linear foot of application, due at time of permit submittal. Additional costs incurred by the county for work above and beyond normal and customary practice will be billed out at standard labor and equipment rates.
- Material **MUST** be approved and certified by the EPA for ground treatment.
- Applicant **MUST** be the legal owner of said land adjacent to the alternative dust control application treatment.
- Contractor applying the alternative dust control **MUST** supply Jasper County with a certificate of insurance that also names Jasper County as an additional certificate holder.
- Contractor shall provide traffic control per Iowa DOT standards.
- Application of alternative dust control **DOES NOT** take precedence over safety of the traveling public, therefore if the area becomes unsafe due to potholes or rough areas the landowner will be required to take care of the situation after being notified from the county by a certified letter. If the landowner does not comply in the time allotted, as stated in the certified letter, the County will do what it deems necessary to get the road back into safe traveling condition for the public and bill the landowner for repairs. If the landowner fails to accept the certified letter, additional fees incurred to notify said landowner will be billed to the landowner.
- During snow removal Jasper County will not be liable for any loose material removed with the snow and Jasper County **WILL NOT** be placing sand or salt on any of these areas.
- As applicant you agree to these terms by signing the application below.

Signature of Applicant and Date

Approved Jasper County Engineer/Date



**EFCO ONLINE ACCESS
MASTER AGREEMENT FOR RENTAL/PURCHASE**

Customer: Jasper County Engineer (34680)
910 N 11th Ave, Newton, IA 50208 United States

This Agreement covers both Rental and Purchase of equipment or services. EFCO, as used in this Agreement, shall be construed to mean EFCO and/ or Supplier; Customer to mean Customer and/or Purchaser; Rent to mean Rent and/or Purchase. All other terms affected shall be construed similarly to give effect to the intent of this paragraph to cover equipment or services both Rented and Purchased.

Terms

Payment Terms:	Net 30	Monthly Interest Rate:	1.50%
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Buyer:

Signature: _____

Email: _____

Date: _____

Brandon Talsma - Chairman

Attest: _____

Dennis Parrott
Jasper County Auditor

The purpose of this document is to outline the legal rights and obligations of the Customer (as identified above) and shall be effective from the date this Online Master Agreement ("Agreement") is executed by Customer. This Agreement is between Customer and EFCO and covers both Rental and Purchase of equipment, product, or services. EFCO, as used in this Agreement, shall be construed to mean EFCO and/ or Supplier; Customer to mean Customer and/or Purchaser; Rent to mean Rent and/or Purchase. All other terms affected shall be construed similarly to give effect to the intent of this paragraph to cover equipment or services both Rented and Purchased. Unless superseded by a signed agreement between Customer and EFCO, EFCO will only provide products and services pursuant to this agreement and only if Customer accepts all terms and conditions contained in this Agreement.

Upon execution and acceptance of this Agreement by Customer, EFCO will grant Customer access to EFCO Online. In consideration of Customer's execution and acceptance of this Agreement, EFCO agrees to:

- a. Provide EFCO Online credentials to Customer; and
 - b. Grant Customer a nonexclusive, nontransferable license to access and use EFCO Online as set forth in EFCO Online's Terms and Conditions which can be accessed here: [View Terms and Conditions](#).
1. **EFCO ONLINE:** EFCO Online is EFCO's exclusive platform for Customer to Rent and/or Purchase equipment and/or supplies from EFCO. EFCO Online provides Customer access to product information, pricing, shipping information, return information, equipment lists, and account information. Except as otherwise stated in this Agreement, all purchases and rentals must be executed through the EFCO Online platform. All call-in or in-person orders will be placed through EFCO Online and will require EFCO Online credentials.
 2. **EFCO ONLINE CREDENTIALS:** Upon execution and acceptance of this Agreement by Customer, EFCO shall assign Customer a username and password ("Credentials") for the purpose of accessing EFCO Online. Customer accepts the responsibility for and shall be liable for all access to EFCO Online in connection with the Credentials provided by EFCO. Customer shall be responsible for the confidentiality and maintenance of the Credentials. Modifications and termination of the Credentials shall be subject to written approval of EFCO. All assignments of the Credentials by Customer shall be void.
 3. **CUSTOMER ADMINISTRATOR:** The individual who executes this contract shall assume the role of "Customer Administrator." The Customer Administrator will be solely responsible for granting access to other employees of Customer ("Authorized Employee") and permissions to EFCO Online.

All business done by any Authorized Employee will be deemed to have been done by Customer. The Customer Administrator may authorize Customer's contractors or agents to utilize its EFCO Online Credentials for purposes of doing business with or for Customer. Customer will be solely responsible for its contractor's and/or agent's use of EFCO Online and ensuring that each contractor or agent's use of EFCO Online and Customer's credentials terminates upon the completion of work for Customer. Access to or use of EFCO Online by contractors or agents that is not exclusively for Customer's benefit is strictly prohibited.
 4. **AUTHORIZED EMPLOYEE ACCESS:** The Customer Administrator is responsible for granting access permissions/roles to Authorized Employees for access to EFCO Online. Customer will be solely responsible for its Authorized Employee's use of EFCO Online and their compliance with this Agreement. All business done on Customer's behalf by any Authorized Employee will be deemed to have been done by Customer. Customer Administrator will be solely responsible for approving other Customer employee access to EFCO Online. It is the responsibility of the Customer Administrator to setup internal processes to authorize Customer users of EFCO Online. EFCO accepts no liability whatsoever with regard to the allocation and use of such credentials nor any of Customer's internal approval process. Customer will be solely responsible for its Authorized Employee's use of EFCO Online.
 5. **CONTRACTOR OR AGENT ACCESS:** The Customer Administrator may authorize its contractors or agents to utilize its EFCO Online Credentials for purposes of doing business with or for Customer. Customer will be solely responsible for its contractor's and/or agent's use of EFCO Online, their compliance with this Agreement, and ensuring that each contractor or agent's use of EFCO Online and Customer's credentials terminates upon the completion of work for Customer. Access to or use of EFCO Online by contractors or agents that is not exclusively for Customer's benefit is strictly prohibited.
 6. **EFCO ORDERS:** By executing this Agreement, Customer grants EFCO permission to utilize its EFCO Online credentials to place orders on Customer's behalf. All orders placed on Customer's behalf by EFCO, including in person and call-in orders, will be placed through EFCO Online by EFCO on behalf of Customer.
 7. **ORDERS PLACED USING EFCO ONLINE ACCESS.** All orders placed using EFCO Online are in addition to any other orders pending or fulfilled with EFCO.
 8. **PROPRIETARY INFORMATION.** EFCO considers all data within EFCO Online to be Proprietary Information. The Customer shall not disclose Proprietary Information except to Authorized Persons. Customer shall hold Proprietary Information in strict confidence and shall not duplicate, use, or disclose Proprietary Information except as otherwise permitted under this Agreement. Customer hereby acknowledges and agrees that the Proprietary Information derives independent economic value (actual or potential) from not being generally known to their persons who can obtain economic value from its disclosure or use, not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; is the subject of reasonable efforts under the circumstances to maintain its confidentiality.
 9. **WEBSITE.** By signing this Agreement, Customer agrees to be bound by the Terms and Conditions of EFCO Online. EFCO Online provides access to product information, pricing, shipping information, return information, equipment lists, accessories available for purchase or to rent, and account information. For the purposes of the utilization of EFCO Online, "Customer" includes all agents, employees, officers, owners, independent contractors, subcontractors, assigns of Customer and/or anyone granted access to Customer's EFCO Online credentials. For the avoidance of doubt, any person that utilizes Customer's EFCO Online credentials will be bound to the Terms and Conditions of EFCO Online whether or not that person is the signatory to this Agreement. Any additional items, other than those specifically covered by this Agreement and/or that are to be utilized may be purchased or rented through EFCO's proprietary and secure website which requires a valid e-mail address to set up username and password. EFCO will maintain a secured Website to be used by the Customer to Rent and/or Purchase equipment for concrete construction for said Company.

WARRANTY TERMS AND CONDITIONS

Customer accepts and agrees to the following Terms and Conditions in connection with this Agreement. These Terms and Conditions are in addition to EFCO Online Terms and Conditions.

1. **Rented Equipment.** Rented Equipment shall consist of used equipment in good, usable condition in the amounts ordered by Customer.
2. **Daily Rental Charges** shall be determined when order is placed based on equipment ordered and contracted minimum duration of use based on the following rental calculation (Replacement Value on site x Daily Rental Rate x Number of Days).
3. **Rental Periods:** The Rental Period for each item of Equipment shall begin on the Shipment Date and end on the Date of Termination. The Shipment Date begins on the date the Equipment leaves EFCO's warehouse en route to Customer. The Date of Termination is the earlier of (a) the Equipment's redelivery to carrier for return to EFCO, or (b) notification to EFCO of the Equipment's loss or destruction. The minimum Rental Period for each item of Equipment shall be determined by Customer when order is placed.
4. **Rental Security Deposit:** The Customer agrees to pay a Security Deposit on leased equipment to be determined when each order is accepted, which payment shall be held by EFCO as a deposit against damaged and unreturned equipment.
5. **Purchased Equipment:** Shall consist of new and/or reconditioned equipment in the amounts ordered by Customer.
6. **Down Payment:** Down payment amount for purchased equipment will be determined by EFCO prior to acceptance of order by Customer.
7. **Payment Terms:** Customer agrees to pay the price of the Equipment as listed on the Site. EFCO will invoice Customer for Equipment on the last day of the month in which the Equipment was delivered and monthly thereafter. All invoice amounts are due per the Payment Terms stated above. Payments shall be made to EFCO's remittance address stated on the invoice and shall be effective upon receipt. Customer is responsible for payment of all applicable sales and/or use taxes. All unpaid amounts by the due date shall be subject to interest payable by the Customer at the rate specified above for payments not received within the payment terms stated above. All payments received will be applied to past due amounts and to the current amount due in such order as EFCO determines. Customer will pay EFCO a returned check or non-sufficient funds charge of \$50.00 for any returned or dishonored check or draft.
8. **Deliveries:** For deliveries of custom and new equipment sales, Customer will pay cost of freight F.O.B. from factory of origination in either Des Moines, Iowa, or Georgetown, Ontario, Canada. For deliveries of standard reconditioned (non-custom) EFCO equipment, Customer will pay cost of freight F.O.B. from EFCO's nearest warehouse. EFCO will use all reasonable means to deliver equipment within the time agreed by the parties, but assumes no liability for loss or damage arising from delays in delivery, or non-fulfillment by reasons of fire, strike, delay in transportation, regulations of the United States Government, or any other cause which is unavoidable or beyond EFCO's control.
9. **Returns:** For returns of rented Equipment, Customer will pay cost of freight F.O.B. to EFCO's nearest full-service warehouse. EFCO reserves the right to provide alternate instructions for the return of rented Equipment to Customer at any point during the rental period. All items returned to EFCO must match the Equipment as identified on the Delivery Note. EFCO reserves the right to charge Customer the replacement cost of any Equipment not returned by Customer.
10. **Evidence of Deliveries and Returns:** Carriers' waybills and bills of lading shall serve as evidence of the amounts and dates of deliveries and returns of equipment. All carriers will be considered agents of Customer and all freight and/or shipping charges will be paid by Customer. In the event of a dispute as to the amount or type of Equipment returned, EFCO's count and records shall govern.
11. **Carriers.** All Carriers shall be agents of Customer and all freight or shipping charges will be paid by Customer.
12. **Exclusions:** This Agreement does not include aligners, scaffolding, wood for any purpose, guy wires, braces, anchor bolts, tie rods, rails or items embedded in concrete. The Agreement does not include equipment or labor for erecting, aligning, and stripping form equipment.
13. **Title and Possession (Rental):** At all times, title to the Equipment shall remain with EFCO. Customer will keep Equipment free of all liens. Customer will not sell, sublet, rent, encumber, or otherwise dispose of Equipment, nor otherwise suffer Equipment to come into the possession or use of others, nor be transferred to another jobsite without EFCO's prior written consent.
14. **Care of Equipment:** Customer will keep the face sheets of Equipment cleaned and well-oiled with a form release agent after every pour and will return Equipment to EFCO in the same condition as it was received except for ordinary wear and tear. Equipment returned to EFCO in any condition other than the condition it was when shipped to Customer (less wear and tear) will be refurbished by EFCO at Customer's expense. Disassembly work required to restore Equipment to the condition it was shipped to Customer will be invoiced to the Customer at a rate of \$65.00 per hour for labor required. Any damage to the Equipment must be properly repaired prior to the return of the Equipment to EFCO or any repairs will be made by EFCO at Customer's expense. All items returned to EFCO must match the equipment as identified on the Delivery Note. In the event Customer fails to timely return Equipment (including Customer's failure to immediately return Equipment to EFCO following demand of the same), or returns Equipment damaged beyond repair (DBR), Customer shall pay EFCO the replacement cost of the Equipment as noted on the Delivery Note. If any Equipment is determined by EFCO, in EFCO's sole discretion, to be DBR, EFCO will notify the Customer. Customer may visit EFCO's warehouse within 30 days following the notice to inspect the Equipment deemed DBR. If Customer fails to inspect the Equipment deemed DBR within 30 days of receiving notice from EFCO, the Customer shall be deemed to have waived any and all rights, if any, in the Equipment and EFCO may dispose of such Equipment in a commercially reasonable manner.
15. **Erection Drawings:** EFCO will furnish its EFCO ERECTION DRAWING SERVICE ("drawings") for any project EFCO deems it necessary for the use of the Equipment furnished under this Agreement. Customer agrees to check drawings for correctness prior to use of Equipment. Failure to notify EFCO of any objection to EFCO's drawings shall constitute Customer's approval of them. Customer agrees to abide by the drawings as to the correct use and purpose of Equipment prior to use and means and methods of construction remain the sole responsibility of Customer.
16. **Indemnification:** Customer shall be entirely responsible for all losses, damages, claims, injuries to persons or property, and liabilities, of any kind, incurred, caused, or asserted by any person in connection with the use or possession of the Equipment by Customer, its agents, employees,

subcontractors or any others after delivery of Equipment to Customer by EFCO and until the Equipment's return to EFCO's possession. Customer agrees to defend and indemnify EFCO against all claims, founded or unfounded, and whether based upon the alleged negligence, wholly or in part, of any party indemnified hereunder or otherwise, and reasonable attorney fees incurred incident thereto. This indemnity continues beyond the expiration, cancellation, or termination of this Agreement and the Equipment rental period.

17. **Default and Remedies:** Customer will be in default hereunder if: (1) any payment due hereunder is not made in full when due; (2) if Customer breaches or fails to perform any of the obligations, terms or covenants hereunder; and/or (3) if Customer cancels this Agreement at any time prior to fulfilling its contractual obligations hereunder. In the event of Customer default, EFCO may do any or all of the following: (A) cancel this Agreement; (B) require Customer to immediately return any and all EFCO Equipment in its possession; (C) take possession of any EFCO Equipment wherever found, with or without process of law; and/or (D) require Customer to pay EFCO, on demand, liquidated damages in an amount equal to the sum of (i) all payments and other amounts then due and past due, (ii) all remaining payments for the remainder of the Agreement term, and (iii) all other amounts due hereunder including cost to produce erection drawings. Customer further agrees to reimburse EFCO, on demand, for all reasonable expenses, including, without limitation, reasonable attorneys' fees and other legal costs, and other reasonable expenses of enforcing this Agreement and/or repossessing, holding, remarketing or otherwise disposing of the Equipment. Any delay or failure to enforce EFCO's rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.
18. **Applicable Law; Jurisdiction; Venue:** This Agreement shall be deemed fully executed and performed in the State of Iowa and shall be governed, enforced, and construed in accordance with the laws of the State of Iowa. Any action in regard to, or in connection with this Agreement or arising out of its terms and conditions, shall be brought in, and adjudged or determined in the Iowa District Court for Polk County, Iowa, or at the sole election of EFCO, in any other court or courts having jurisdiction over Customer or Customer's assets. Customer irrevocably consents to the jurisdiction of the Iowa District Court for Polk County, Iowa, or any court so elected by EFCO that has jurisdiction over Customer or Customer's assets and irrevocably waives any defense of an inconvenient forum to the maintenance of any such action or proceeding. Customer further agrees that service of process as provided by the statutes and rules of procedure of Iowa or any state wherein any action is instituted or maintained, for nonresident persons or foreign corporations deemed to be doing business in Iowa shall be sufficient. Nothing in this section shall limit, preclude, or prohibit EFCO from instituting or litigating any other action in another venue or jurisdiction against individuals or entities other than the customer named in this Agreement.
19. **Representation and Warranty:** The Equipment covered under the terms of this Agreement is warranted against defective workmanship or materials only. EFCO's liability hereunder is strictly limited to the repair or replacement of any defective Equipment covered by this Agreement to which EFCO receives notice of the alleged defect from Customer within seven (7) days of the discovery of said alleged defect. In no event shall EFCO's liability to Customer hereunder exceed the actual and direct costs of labor, materials, transportation and equipment reasonably necessary for the repair or replacement of such Equipment covered hereunder, nor include any other incidental, indirect or consequential damages. EFCO will not provide a warranty for the structural integrity of any forms or equipment modified by the Customer unless the modification is approved in writing by EFCO, nor will EFCO provide a warranty for the structural integrity of any form or equipment set up in which the Customer uses forms or equipment not supplied by EFCO. The EFCO PLATE GIRDER® Form System is a registered trademark. This product was designed for use with products manufactured by EFCO and it is recommended that it not be commingled with products of other manufacturers' forming systems. EFCO makes no specific warranties as to the total labor required, nor as to the time in which the Customer might expect to complete a particular project or any subsequent projects using the Equipment. Customer acknowledges that no other representations or warranties were made or relied upon with respect to the quality and function of the Equipment. Customer further acknowledges that the means and methods of construction are the sole responsibility of Customer. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS.
20. **Compliance:** Customer shall comply with all federal, state and local laws, including all Occupation and Safety Health Act (OSHA) regulations and ACI 347 standards. Customer further agrees to instruct all users in the safe assembly and use of this Equipment and shall provide to users EFCO field instructions and erection drawings when applicable.
21. **Entire Agreement:** This Agreement, together with any duly executed and accepted supplements and/or amendments, represents the entire agreement between the parties hereto. Any and all agreements and understandings of every kind and nature concerning the subject matter of this Agreement and the Equipment are memorialized herein. NO OTHER REPRESENTATION, EXPRESS OR IMPLIED WARRANTY, OR ESTIMATE OF ANY KIND OR NATURE NOT INCORPORATED HEREIN IS AUTHORIZED BY, OR BINDING ON ANY OF THE PARTIES HERETO.
22. **Notices:** Notices to EFCO provided for herein shall be in writing and effective only upon (1) actual delivery to EFCO at its home office at 1800 N.E. Broadway Ave., Des Moines, Iowa 50313-2644; or (2) delivery via e-mail to ciccna@efcoforms.com.
23. **Counterparts:** This Agreement may be executed in two or more counterparts, including counterparts transmitted by facsimile or electronically in portable document format (PDF) or other formats, all of which shall be considered one and the same Agreement. Facsimile or electronic copies with signatures of the Parties to this Agreement, or their duly authorized representatives, shall be deemed originals and legally binding and admissible in any court or tribunal of competent jurisdiction.

Tuesday, April 19, 2022, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma, Carpenter, and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Carpenter and seconded by Cupples to open a public hearing on a Master Services & Purchasing Agreement for 5 years between Axon and Jasper County for new camera & taser systems.

YEA: CUPPLES, CARPENTER, TALSMA

Sheriff Halferty explained the agreements to the Board. At this time, the Sheriff did not feel there was a need to upgrade the taser system. Attorney Scott Nicholson stated that it would be a technological upgrade to the camera system. Brad Shutts said that it would match the Newton Police Department equipment.

Motion by Cupples and seconded by Carpenter to close the public hearing.

YEA: CARPENTER, CUPPLES, TALSMA

—Motion by Cupples and seconded by Carpenter to approve an agreement between Jasper County and Axon Enterprise Inc. for the purchase of body and car cameras for the Sheriff's Office in the amount of \$281,384.50 to be paid over a 5-year period.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve the Advanced Correctional Healthcare Update with an increase of 3.22% in price to \$55,075.03 annually for the period beginning 07/01/2022 through 06/30/2023.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve the IDEMIA extension to the Maintenance and Support Agreement for the finger printing and booking photo equipment from June 17, 2022, through June 16, 2023, in the amount of \$2,819.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve the eligible applicant, Leon Spataru, Certified by the Jasper County Civil Service Commission.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to table Agenda Item #4 Cornerstone Ceremony for the Administration Building - Wade Sheeler & Craig Davis until the following Tuesday's meeting.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve up to a \$10,000 donation to the Thunderstruck Over Iowa Speedway PGI Newton event for services provided by the Sheriff's Dept.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve a \$6,000 contribution for law enforcement and security to assist with the Thunderstruck Over Iowa Speedway PGI Newton event.

YEA: CUPPLES, TALSMA

ABSTAIN: CARPENTER

Motion by Cupples and seconded by Carpenter to approve the 2022-2023 Department Head Pay Plan, Salaried Pay Plan & Hourly Non-Bargaining Pay Plan.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to adopt Resolution 22-32 a hiring resolution certifying the following to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Secondary Roads	Skilled Laborer	Bret Wiggins	\$23.10	Grade 3 Hire-in PPME Union Scale	05/02/2022

YEA: CUPPLES, CARPENTER, TALSMA

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

Motion by Cupples and seconded by Carpenter to table Agenda Item #7 Elderly Nutrition Kelli Van Manen - Aging Resources of Central Iowa FY22-23 Contract until next week.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve two Agreements between Jasper County and Howrey Construction, Inc. for the use of Secondary Roads for Incident Management – Temporary Detour Routes for West 86th Street S. from IA 163 to South 80th Avenue W. and West 62nd St S./S 104th Avenue W. from IA163 to approximately 150' East of IA 163 beginning April 20, 2022 and ending April 29, 2022.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to adopt Resolution 22-33 the Plat of Keuning's Corner Sub-Division.

YEA: CARPENTER, CUPPLES, TALSMA

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

Motion by Cupples and seconded by Carpenter to table Agenda Item #10 Engineer- Michael Frietsch – Resolution for Setting Alternative Dust Control until next week.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to approve a Quit Claim Deed to the City of Monroe for parcel known as "All that part of Block 110 Chipp's Second Addition to the City of Monroe lying West of the Southwesterly right-of-way line of Highway 163.

YEA: CUPPLES, CARPENTER, YALSMA

Motion by Carpenter and seconded by Cupples to approve Board of Supervisors minutes for April 12, 2022.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Carpenter and seconded by Cupples to adjourn the Tuesday, April 19, 2022, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, CARPENTER, TALSMA

Dennis K. Parrott, Auditor

Brandon Talsma, Chairman
