

# Jasper County, Iowa Board of Supervisors

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

Denny Stevenson

Doug Cupples

Brandon Talsma

**February 7, 2023**

9:30 a.m.

[www.jasperia.org](http://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 Legacy Plaza Joint Agreement – Jeff Davidson

- a) Resolution Approving and Authorizing Execution of a Joint Agreement by and between Jasper County, Iowa and the City of Newton, Iowa

### Item 2 Legacy Plaza Urban Renewal Plan – Jeff Davidson

- a) **PUBLIC HEARING** for the Proposed Urban Renewal Plan
- b) Resolution Determining an area of the County to be an Economic Development and Blighted area, and that the Rehabilitation, Conservation, Redevelopment, Development or a Combination there of, of such area is Necessary in the Interest of the Public Hearing, Safety or Welfare of the Residents of the County; Designation such area as Appropriate for Urban Renewal Projects; and Adopting the Urban Renewal Plan
- c) Consideration of Ordinance for the Division of Revenues under Section 403.19, Code of Iowa, for Urban Renewal Plan
- d) Resolution Fixing Date for a Public Hearing on the Proposal to Enter into A Development Agreement with the City of Newton, Iowa and Christensen Development 1, LLC  
*(Recommended Dates & Time, February 21, February 28, and March 7, 2023, at 9:30 am)*

### Item 3 Conservation – Keri VanZante

- a) Conservation Property Acquisition

### Item 4 Sheriff – John Halferty

- a) Updated Policy and Procedure for Legal Blood Draws

### Item 5 Community Development – Kevin Luetters

- a) Set Public Hearing Dates for Rezone Request from Agricultural to Rural Residential (RR-1)  
*(Recommended Dates & Time, February 21, February 28, and March 7, 2023, at 9:30 am)*

### Item 6 IT – Ryan Eaton

- a) GIS Services Spatial Agreement with Schneider Geospatial

*(Continued to Page 2)*

**Item 7 Human Resources – Dennis Simon**

- a) Hiring Resolution for Sheriff's Office Civil Process Server – Kimberly Richardson-Fry and Transport Officer – Curtis Springer
- b) Hiring Resolution for Elderly Nutrition Delivery Driver – Naomi Norberg

**Item 8 Engineer – Mike Frietsch**

- a) Federal-Aid Agreement for Project No. STP-S-C050(131)—5E-50 Commonly Described as On F-48 W from Bridge N03 (NBIS 30401) East 5.8 Miles to Newton CL HMA Resurfacing with Milling
- b) Resolution Awarding a Contract and Authorizing County Engineer to Execute Contract for Proposed Secondary Roads Liberty Avenue Yard Water and Sanitary Sewer Improvements
- c) Set Public Hearing Dates for FY24 County 5 year Program (CFYP)  
*(Recommended Dates & Time, February 21, February 28, and March 7, 2023, at 9:30 am)*
- d) Proposal to Update the 2005 Jasper County Geodetic Control Network
- e) Supplemental Agreement with Calhoun-Burns Associates to Complete Final Design for Bridge T06 (Total Estimated Cost of \$109,940, that will be paid out of Farm-to-Market (FM) account, and is programmed for FY27 letting)

**Item 9 Approval of Liquor License for Colfax Country Club**

**Item 10 Zencity Technologies US Inc Addendum**

**Item 11 Approval of Claims Paid through 02/07/23**

**Item 12 Approval of Board of Supervisors Minutes for January 24, 2023**

**Item 13 Board Appointments**

**PUBLIC INPUT & COMMENTS**

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**After Meeting – Budget Hearing for the Engineer (1 hr 30 mins)**

RESOLUTION NO. 23-07

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A JOINT AGREEMENT BY AND BETWEEN  
JASPER COUNTY, IOWA AND THE CITY OF NEWTON,  
IOWA

WHEREAS, the City Council of the City of Newton, Iowa (the "City"), has approved a Joint Agreement between the City and Jasper County (the "County") on February 6, 2023 in the form attached hereto as Exhibit 1; and

WHEREAS, this Board has determined that the County's execution of and performance under the Joint Agreement is in the best interests of the County and the residents thereof and necessary to complete the respective urban renewal projects.

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

Section 1. That the form and content of the Joint Agreement, attached hereto as Exhibit 1 and the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved, and confirmed, and the Chairperson and the County Auditor be and they hereby are authorized, empowered, and directed to execute, attest, seal, and deliver the Joint Agreement for and on behalf of the County in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Joint Agreement, the Chairperson and the County Auditor are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Joint Agreement as executed.

PASSED AND APPROVED this 7<sup>th</sup> day of February, 2023.

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

ATTEST:

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

**EXHIBIT 1**

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

THIS JOINT AGREEMENT (hereinafter called “Agreement” or “Joint Agreement”), is made on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF NEWTON, IOWA, a municipality (the “City”) and JASPER COUNTY, IOWA, a municipality (the “County”), both established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2021, as amended (hereinafter called “Urban Renewal Act”).

WITNESSETH:

WHEREAS, the City of Newton, Iowa (“City”), has submitted an application (“City Application”) to the Iowa Economic Development Authority (“IEDA”) under Chapter 15J of the Code of Iowa, 2021, as amended, (the “Iowa Reinvestment District Act”) in support of the creation of a reinvestment district named the Newton Legacy Reinvestment District (“Reinvestment District”); and

WHEREAS, the City has asked Jasper County (the “County”) to help finance two of the projects (“Christensen Projects”) identified in the City Application; and

WHEREAS, the County is willing to assist the City in financing the Christensen Projects under certain conditions described herein; and

WHEREAS, to facilitate the County’s participation in the Christensen Projects, the County is seeking to place the Christensen Projects in its own Urban Renewal Area pursuant to Iowa Code Chapter 403, and the County is willing to submit a revised application under the Iowa Reinvestment District Act which makes the County the final applicant for the Reinvestment District; and

WHEREAS the County has proposed to establish the Legacy Plaza Urban Renewal Area (the “Urban Renewal Area”) which includes certain property within the corporate boundaries of the City of Newton (the “City”), for the purpose of participating in proposed urban renewal projects; namely, the Christensen Projects; and

WHEREAS, the governing body of the County has reviewed the Urban Renewal Plan (the “Plan”) for said Urban Renewal Area and has determined that the Urban Renewal Area and completion of the Christensen Projects are in the best interests of the County; and

WHEREAS, Section 403.17(4) of the Code of Iowa requires a “joint agreement” between the County and the City before the County can proceed with adopting the Plan and establishing the Urban Renewal Area; and

WHEREAS, the governing body of the City is willing to consent to the County’s establishment of the Urban Renewal Area under the conditions described therein.

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

Section 1. The governing body of the City hereby agrees and authorizes the County to adopt the Plan, establish the Urban Renewal Area as described in the Plan, adopt a Tax Increment Financing Ordinance ("TIF Ordinance"), and to proceed with activities authorized under the Urban Renewal Act subject to all of the terms and conditions set forth below.

Section 2. In exchange for the City's consent, the County hereby promises and agrees that, absent express City consent:

- a. The County may subject the Area to the division of revenue as described in Section 403.19 of the Code of Iowa and the TIF Ordinance for no more than twenty (20) fiscal years.
- b. The County shall utilize any incremental taxes it receives from the division of revenue in the Area for the sole purposes outlined the Agreement for Private Development attached hereto as Exhibit A ("Development Agreement").
- c. Promptly after the County has received the 20<sup>th</sup> fiscal year of incremental taxes from the Area, the County shall take all action necessary to terminate the Urban Renewal Area and any associated TIF Ordinance; provided, however, that the County shall take all action necessary to terminate the Urban Renewal Area and any associated TIF Ordinance prior to its receipt of the 20<sup>th</sup> fiscal year of incremental taxes from the Area if required to do so under the terms of the Development Agreement.
- d. The County shall not provide tax abatement or exemption to any real property in the Urban Renewal Area.
- e. The County shall not attempt to add additional property to the Urban Renewal Area without the express written consent of the City.

Section 3. If the City believes the County is in violation of the terms set forth in Section 2 of this Agreement, the City shall first submit the dispute to non-binding mediation utilizing a mediator that is mutually agreeable to the parties. If the dispute is not resolved through mediation, the City's sole remedy for a violation of Section 2 shall be to seek specific performance of the Agreement via action in the Iowa District Court for Jasper County. This Agreement and any dispute arising out of or related to this Agreement shall be governed and interpreted in accordance with the Laws of the State of Iowa without regard to conflicts of law principles that would require the application of law of another jurisdiction. The Iowa District Court for Jasper County shall have exclusive jurisdiction in all matters arising under this Agreement, and the parties hereto expressly consent and submit to the personal jurisdiction of such court.

Section 4. This Agreement shall terminate, and the County shall promptly take all action necessary to terminate the Urban Renewal Area and any associated TIF Ordinance if any of the following occur:

- a. The Development Agreement is not adopted by all parties thereto by April 15, 2023.
- b. The Development Agreement automatically terminates due to the failure of a condition precedent set forth in Section 1-A.1 of the Development Agreement.
- c. The County has received or had the ability to receive no more than twenty (20) fiscal years of tax increment from the Area for use consistent with this Agreement and the Development Agreement.

Section 5. This Joint Agreement is intended to meet the requirements of Section 403.17(4) of the Code of Iowa with respect to the Urban Renewal Area being located within the County's Area of Operation (as defined in Section 403.17(4)).

Section 6. This Joint Agreement has been duly authorized by the governing bodies of the County and the City.

*[signature pages to follow]*





PASSED AND APPROVED this 6<sup>th</sup> day of February, 2023.

CITY OF NEWTON, STATE OF IOWA

\_\_\_\_\_  
Michael L. Hansen, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

STATE OF IOWA                    )  
  ) SS  
COUNTY OF JASPER            )

On this 6th day of February, 2023, before me a Notary Public in and for said County, personally appeared Michael L. Hansen and Katrina Davis to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Newton, State of Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for Newton County, Iowa

EXHIBIT A  
DEVELOPMENT AGREEMENT

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Among

THE CITY OF NEWTON, IOWA

AND

CHRISTENSEN DEVELOPMENT 1, LLC

AND

JASPER COUNTY, IOWA

\_\_\_\_\_, 2023

AGREEMENT FOR  
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and among the CITY OF NEWTON, IOWA, a municipality (the "City"), and JASPER COUNTY, IOWA, a municipality (the "County"), both established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021, as amended (hereinafter called "Urban Renewal Act"), and CHRISTENSEN DEVELOPMENT 1, LLC, an Iowa limited liability company (the "Developer"). The City, County, and Developer are "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the City has submitted an application ("City Application") to the Iowa Economic Development Authority ("IEDA") under Chapter 15J of the Code of Iowa, 2021, as amended, (the "Iowa Reinvestment District Act") in support of the creation of a reinvestment district named the Newton Legacy Reinvestment District ("Reinvestment District"); and

WHEREAS, Developer's completion of the Minimum Improvements described herein constitute two of the projects described in the City's Application ("Christensen Projects"); and

WHEREAS, the City has asked the County to help finance the Christensen Projects as and to the extent set forth herein; and

WHEREAS, the County is willing to assist the City in financing the Christensen Projects as set forth herein provided that the IEDA approves the Revised Iowa Reinvestment District Plan, as defined below, which revised plan identifies the County as the applicant and the recipient of any funds provided under the Iowa Reinvestment District Act with respect to the Reinvestment District; and

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the County has undertaken a program for the development of a blighted and economic development area in the City; and

WHEREAS, on February 7, 2023, the County adopted the Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for purposes of carrying out urban renewal project activities in an area known as the Legacy Plaza Urban Renewal Area (the "Area" or "Urban Renewal Area"); and

WHEREAS, the Developer owns or will acquire certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the Developer is willing to redevelop the Development Property and cause certain Minimum Improvements to be constructed on the Development Property and to operate the Minimum Improvements consistent with this Agreement (the "Project"); and

WHEREAS, the City and County believe that the redevelopment of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best

interests of the City and County and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

#### ARTICLE I-A. CONDITIONS PRECEDENT

Section 1-A.1. Condition Precedent. Each of the following are a condition precedent to any rights or obligations of any party to this Agreement:

- a. Developer's acquisition of the full right, title, and interest in the Development Property within thirty (30) days of the Commencement Date.
- b. The IEDA approving the Revised Iowa Reinvestment District Plan within thirty (30) days of the Commencement Date.
- c. The City removing the Development Property from the City's North Central Urban Renewal Area and all associated City tax increment financing ordinances within thirty (30) days of the Commencement Date.
- d. The County receiving the Bond Proceeds by November 1, 2023, or such later date agreed to by the Parties in writing.
- e. The Developer commencing construction of the Minimum Improvements by October 1, 2023. For purposes of this Agreement, construction shall be deemed to have commenced when Developer has acquired a building permit for the Minimum Improvements and begun work repurposing the Existing Buildings (defined below).

If any of the above Conditions Precedent is not timely satisfied, this Agreement shall automatically terminate with no further action required by any party, and no party shall have further obligations to the other parties hereunder, provided, however, that in such an event, the County shall take all action necessary to terminate the Urban Renewal Area and repeal any ordinance adopted for the division of property tax revenues (pursuant to Section 403.19 of the Code) therein. This termination shall be completed within sixty (60) days of the termination of this Agreement under this Section.

#### ARTICLE I-B. DEFINITIONS

Section 1-B.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Area or Urban Renewal Area means the areas known as the Legacy Plaza Urban Renewal Area created by the County.

Assessor means the Assessor for Jasper County, Iowa.

Base Value means \$569,210, which is the January 1, 2022 assessed value of the Existing Buildings and Development Property.

Bond Proceeds means the proceeds from the sale of the Bonds after all capitalized interest, costs of issuance, and transaction costs and fees have been paid.

Bonds means the taxable, general obligation, urban renewal bonds, notes, or other indebtedness to be issued by the County for the sole purpose of funding the payment of the Construction Grants to Developer, secured by a County debt service levy but expected to be repaid with funds deposited into the reinvestment project fund of the County by the State under the Iowa Reinvestment Act or, alternatively, with Tax Increments. The aggregate principal amount of the Bonds will not exceed \$9,000,000, and will depend on a variety of factors, such as the Costs of the Minimum Improvements, anticipated deposits in the reinvestment project fund, actual Bond sale terms, the timing of the sale, inclusion of capitalized interest, as necessary, and other factors. Developer recognizes and agrees that the number of series of Bonds and amounts of such Bonds will necessarily change according to the County's borrowing decisions and other due diligence factors to be considered at the County's sole discretion.

Christensen Development 1, LLC TIF Account means an account within the Legacy Plaza Urban Renewal Area Tax Increment Revenue Fund of the County in which Tax Increments received by the County with respect to the Minimum Improvements and Development Property shall be deposited.

City means the City of Newton, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2021, as amended.

Commencement Date means the date of this Agreement.

Construction Grants means the Grants to be provided to the Developer by the County pursuant to Article VII below.

Costs means the costs and expenses incurred by Developer and related to the design and construction of the Minimum Improvements.

County means the County of Jasper, Iowa.

Debt Service means the scheduled principal and interest payments related to the Bonds.

Developer means Christensen Development 1, LLC and its permitted successors and assigns.

Development Property means that portion of the Urban Renewal Area described in Exhibit A hereto.

Existing Buildings means the buildings and improvements located on the Development Property as of the Commencement Date.

Event of Default means any of the events described in Section 10.1 of this Agreement.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by the Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements, or all such Mortgages as appropriate.

Full-Time Equivalent Employment Unit means the employment of the equivalent of one person for 2,000 hours per year, assuming eight hours per day for a five-day, forty-hour work week for fifty weeks per year.

Housing Unit means each dwelling unit constructed on the Development Property as part of the Apartment Improvements.

Indemnified Parties means the City and County, and the respective governing body members, officers, agents, servants, and employees thereof.

Iowa Reinvestment Act means Chapter 15J of the Code.

Legacy Plaza Urban Renewal Area Tax Increment Revenue Fund means the special fund of the County created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the County to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Local Hotel Tax means the locally-imposed hotel/motel tax (described in Section 423A.4 of the Code) generated by the Hotel Improvements (as defined on Exhibit B hereto) on the Development Property and actually collected by the City under Chapter 423A of the Code. The Local Hotel Tax does not include the State-imposed hotel/motel tax (described in Section 423A.3 of the Code).

Local Hotel Tax Rebates means rebate payments equal to 100% of the Local Hotel Tax to be made by the City to Developer under Section 6.3 of this Agreement.

Minimum Actual Value means the minimum actual value of the Minimum Improvements on the Development Property (land and building(s) value) as set forth in the Minimum Assessment Agreement (Exhibit F).

Minimum Assessment Agreement means the minimum assessment agreement in the form of Exhibit F attached hereto.

Minimum Improvements means the Apartment Improvements, the Hotel Improvements, and related site improvements that are constructed on the Development Property, as more particularly described in Exhibit B to this Agreement.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Section 3.4 of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means the ordinance(s) of the County under which the taxes levied on the taxable portion of the Development Property shall be divided and a portion paid into the Legacy Plaza Urban Renewal Area Tax Increment Revenue Fund.

Project means the construction and operation of the Minimum Improvements on the Development Property, as described in this Agreement.

Redevelopment Grants mean the payments to be made by the County to the Developer under Article VIII of this Agreement.

Reinvestment District means the property comprising the Newton Legacy Reinvestment District established pursuant to the Revised Iowa Reinvestment District Plan and Iowa Reinvestment Act.

Reinvestment Funds means the state sales tax and hotel tax revenues from the Reinvestment District collected and deposited with the County pursuant to the Iowa Reinvestment Act.

Revised Iowa Reinvestment District Plan means the revised plan in support of the creation of a reinvestment district under the Iowa Reinvestment Act for the Newton Legacy Reinvestment District approved and submitted to the IEDA by the County, which revised plan shall identify the County as the applicant and recipient of any Reinvestment Funds.

Shortfall Debt means the difference between the County's Debt Service payments and the amount of Reinvestment Funds received by the County.

State means the State of Iowa.

State Downtown Housing Grant means the grant from the City to the Developer pursuant to Section 6.5 of this Agreement for the completion of the Apartment Improvements using proceeds from the State received by the City pursuant to the State Downtown Housing Grant Agreement.

State Downtown Housing Grant Agreement means the agreement between the Iowa Economic Development Authority ("IEDA") and the City, that provides the City with a Downtown Housing Grant in the amount of Six Hundred Thousand Dollars (\$600,000.00) for the completion of the Apartment Improvements via Award No. 22-ARPDH-041 (the "State Downtown Housing Grant"), which Agreement is attached hereto as Exhibit I.



Tax Increments means the property tax revenues on the assessed value of the Minimum Improvements and Development Property (building and land value) above the Base Value divided and made available to the County for deposit in the Legacy Plaza Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 11.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City with respect to the City's obligations, or the County with respect to the County's obligations).

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved in respect of the Legacy Plaza Urban Renewal Area, described in the preambles hereof.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. The Developer makes the following representations and warranties:

a. The Developer is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by the Developer and, assuming due authorization, execution, and delivery by the City and County, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of the Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results or operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform its obligations under this Agreement.

e. The Developer shall cause the Minimum Improvements to be constructed on the Development Property in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State, and federal laws and regulations.

f. The Developer shall use its best efforts to obtain, or cause to be obtained, in a timely manner, with respect to the Minimum Improvements, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The Developer has not received any notice from any local, State, or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

h. The Developer has firm commitments for construction or acquisition and financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with this Agreement.

i. The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

j. The Developer expects that, barring Unavoidable Delays, construction of the Minimum Improvements shall commence on or before October 1, 2023 and be complete on or before October 1, 2025, unless otherwise agreed upon by the parties.

k. It is anticipated that the construction of the Minimum Improvements will require a total investment of approximately \$30,000,000.

Section 2.3. Representations and Warranties of the County. The County makes the following representations and warranties:

a. The County is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the County is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the County only, and not of any governing body member, officer, agent, servant, or employee of the County in the individual capacity thereof.

### ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS. TAXES AND PAYMENTS

#### Section 3.1. Construction of Minimum Improvements.

a. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with all applicable federal, State, and local laws, ordinances, and regulations, including any City permit and/or building requirements. All work with respect to the Minimum Improvements shall be in conformity with any plans approved and/or permits issued by the building official(s) of the City, which approvals and issuances shall be made according to normal City processes for such plans and permits. The Developer agrees that the scope and scale of the Minimum Improvements shall not be significantly less than the scope and scale as described in this Agreement and the Revised Iowa Reinvestment District Plan.

b. The Developer agrees that it shall permit designated representatives of the City and County, upon reasonable notice to the Developer (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

c. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be commenced and completed by the dates set forth in Section 2.2(j). Time lost as a result of Unavoidable Delays shall be added to extend these dates by a number of days equal to the number of days lost as a result of Unavoidable Delays.

Section 3.2. Minimum Assessment Agreement.

a. As further consideration for this Agreement, Developer, City and County shall execute, contemporaneous with the execution of this Agreement, an Assessment Agreement pursuant to the provisions of Iowa Code Section 403.6(19) specifying the Assessor's Minimum Actual Value for the Minimum Improvements on the Development Property for calculation of real property taxes in the form attached as Exhibit F ("Assessment Agreement" or "Minimum Assessment Agreement"). Specifically, Developer, City, County, the Assessor, the holder of any Mortgage and all prior lienholders shall agree to a Minimum Actual Value for the Minimum Improvements and the Development Property of not less than \$7,000,000, before rollback, upon completion of the Minimum Improvements, but no later than January 1, 2026. Such minimum actual value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value."

b. Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to the Development Property in excess of such Assessor's Minimum Actual Value nor prohibit Developer from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that Developer shall not seek a reduction of such actual value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until it terminates in accordance with its terms. The Assessment Agreement shall be certified by the Assessor for the County as provided in Iowa Code Section 403.6(19) and shall be filed for record in the office of the County Recorder, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or parts thereof, whether voluntary or involuntary. Such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as all prior lienholders and the holder of any Mortgage, each of which shall sign a consent to the Minimum Assessment Agreement. Developer shall ensure that any existing lienholder shall sign a written consent to the Minimum Assessment Agreement in a form satisfactory to the City and County.

Section 3.3. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property between the Commencement Date and the Termination Date.

c. Should Developer successfully protest the assessed value of the Development Property and be reimbursed by the County for overpaid taxes for any fiscal year in which Developer has already received Redevelopment Grants, the County may: (i) reduce any subsequent Redevelopment Grants by an amount equivalent to the portion of the prior Redevelopment Grants that would not have been paid if the Property had originally been assessed at the adjusted value; or (ii) recoup from Developer an amount equivalent to the portion of the prior Redevelopment Grants that would not have been paid if the Property had originally been assessed at the adjusted value if the set off in (i) is not available or feasible.

#### Section 3.4. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the County, furnish the County with proof of coverage or payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to the full replacement cost of the Minimum Improvements, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The County shall be named as an additional insured for the County's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, or Developer's directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the County may be held responsible (with coverage to the County at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the County.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the County shall furnish proof of coverage or the payment of premiums on), insurance as is statutorily required and any additional insurance customarily carried by like enterprises engaged in like activities of comparable size and liability exposure. Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

c. All insurance required by this Section 3.4 to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby.

#### ARTICLE IV. COVENANTS OF THE DEVELOPER

Section 4.1. Maintenance of Properties. The Developer will maintain, preserve, and keep its properties (whether owned in fee or a leasehold interest), including but not limited to the Development Property, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 4.2. Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and the Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 4.3. Compliance with Laws. The Developer will comply with all State, federal, and local laws, rules, and regulations relating to the Minimum Improvements.

Section 4.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 4.5. Available Information. Upon request, Developer shall promptly provide the City and County with copies of information requested by City or County that are reasonably related to this Agreement so that City and County can determine compliance with the Agreement, unless disclosure of the requested information is otherwise restricted or prohibited by law.

#### Section 4.6. Certification of Costs for Purposes of the State Downtown Housing Grant.

a. Developer shall provide the City with documentation of its Costs suitable to trigger a disbursement of funds under the State Downtown Housing Grant Agreement. Developer acknowledges that that all Costs must be incurred between June 1, 2023 and July 1, 2025 and related to the Apartment Improvements.

b. Developer acknowledges and agrees that prior to seeking reimbursement of Costs under the State Downtown Housing Grant Agreement, Developer must expend at least 25% of the State Downtown Housing Grant amount (\$150,000) as a “Developer Match” on the Apartment Improvements, which expenditure is not eligible for reimbursement from the State Downtown Housing Grant and cannot be subject to reimbursement through the County’s Construction Grant described in Article VII below.

c. Developer agrees to provide the City with any and all documentation necessary for the City to make the mid-project disbursement request under the State Downtown Housing Grant Agreement

within thirty (30) days after the Developer has incurred costs totaling 60% of the State Downtown Housing Grant amount (\$360,000) for the Apartment Buildings plus the 25% minimum Developer Match requirement (\$150,000), for a total expended cost of \$510,000.

d. Developer agrees to provide the City with any and all documentation necessary for the City to make the final disbursement request under the State Downtown Housing Grant Agreement (for the remaining 40% of the grant amount) within thirty (30) days following substantial completion of the Apartment Improvements, but in no event later than August 1, 2025, in consideration of the City's deadline of September 30, 2025 to submit the disbursement request under the State Downtown Housing Grant Agreement.

e. Developer shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Agreement in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Agreement. The Developer shall maintain books, records and documents in sufficient detail to demonstrate compliance with this Agreement and the State Downtown Housing Grant Agreement and shall maintain these materials for a period of five years beyond the end date of this Agreement or December 31, 2032, whichever is later.

f. Developer shall permit and allow the City, the County, the State, representatives of Treasury, and/or Iowa's Auditor of State to access and examine, audit and/or copy all of the documents set forth in this Section 4.6.

g. The Developer shall provide to the County a copy of all invoices, requests for reimbursement, and other documents provided to the City under this Section 4.6 to allow the County to administer the Construction Grant process outlined in Article VII, below.

#### Section 4.7. Operation of Minimum Improvements.

a. Following the issuance of a final certificate of occupancy for the Hotel Improvements until the Termination Date, Developer shall cause the Hotel Improvements to be operated as a hotel with a bar serving light food options, which hotel employs at least a Monthly Average of four (4) Full-Time Equivalent Employment Units to work at the Hotel Improvements. Developer's Annual Certifications, starting with the Certification due on October 15, 2026 and continuing until the Termination Date, shall show that a Monthly Average of at least four (4) Full-Time Equivalent Employment Units has been maintained at the Hotel Improvements.

b. Following the issuance of a final certificate of occupancy for the Apartment Improvements until the Termination Date, Developer shall cause the Apartment Improvements to be operated as a market rate housing apartment building which employs at least a Monthly Average of two (2) Full-Time Equivalent Employment Units to work at the Apartment Improvements. Developer's Annual Certifications, starting with the Certification due on October 15, 2026 and continuing until the Termination Date, shall show that a Monthly Average of at least two (2) Full-Time Equivalent Employment Units has been maintained at the Hotel Improvements.

c. "Monthly Average" means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven (11)

months (prorated for the first certification), as shown in Developer's Annual Certification in Section 4.8. Developer shall not receive any Redevelopment Grants or Local Hotel Tax Rebates if the Monthly Average of Full-Time Equivalent Employment Units employed at the Minimum Improvements does not meet the requirements of this Section 4.7. Developer shall provide information as requested by the City or County to determine compliance with the foregoing employment obligations.

Section 4.8 Annual Certification. To assist County in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to County: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and for the current fiscal year as of the date of certification (if due and payable); (ii) the date of the first full assessment of the Minimum Improvements and the assessed value; (iii) proof that all Local Hotel Taxes on the operations of the Hotel Improvements have been timely paid for the prior fiscal year and through the date of the Annual Certification, attaching certified copies of all reports and/or certifications required to be provided to the State of Iowa by Chapter 423A of the Code (or the administrative rules governing Chapter 423A of the Code); (iv) certification of the number of Full-Time Equivalent Employment Units employed at the Hotel Improvements and at the Apartment Improvements, respectively, as of October 1 and as of the first day of each of the preceding eleven (11) months; and (v) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, Developer is not, and was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification or during such period, or if such officer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2026 and continuing each October thereafter through the Termination Date. Developer shall provide supporting information for its Annual Certifications upon reasonable written request of County. See Exhibit E for form required for Developer's Annual Certification.

## ARTICLE V. ASSIGNMENT AND TRANSFER

Section 5.1. Status of the Developer: Transfer of Substantially All Assets: Assignment. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, the Developer will not dispose of all or substantially all of its assets or transfer, convey, or assign its interests under this Agreement to any other party unless (i) the transferee partnership, corporation or individual assumes in writing all of the obligations of the Developer under this Agreement and (ii) the City and County consent thereto in writing in advance thereof, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the City and County agree Developer may assign its interest in the Local Hotel Tax Rebates, Redevelopment Grants and Construction Grants under this Agreement to a lender as security for financing of the Minimum Improvements, provided Developer remains responsible for performance of all Developer's obligations hereunder.

Section 5.2. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. Until the full repayment of the Bonds issued pursuant to this Agreement, the Developer agrees that no portion of the Development Property or Minimum Improvements shall be transferred or sold to a non-profit entity or used for a purpose that would exempt said portion of the Development Property from property tax



liability. During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

## ARTICLE VI. CITY OBLIGATIONS

Section 6.1. Removal of Development Property from City Urban Renewal Area. The City shall remove the Development Property from the City's North Central Urban Renewal Area and all associated City tax increment ordinances within thirty (30) days of the Commencement Date of this Agreement, and agrees not to place the Development Property in another City-created urban renewal area or tax increment ordinance without the County's consent until the earlier of: (a) the County Debt Service and any Shortfall Debt is completely repaid; or (b) the County has received twenty (20) fiscal years of Tax Increment under the Ordinance.

Section 6.2. Revised Iowa Reinvestment District Plan. The County agrees to submit for approval and take all steps reasonably necessary to obtain the approval of the IEDA for the Revised Iowa Reinvestment District Plan. The City agrees to cooperate in the County's efforts and to take all steps reasonably necessary to assist the County in obtaining the IEDA's approval for the Revised Iowa Reinvestment District Plan.

### Section 6.3. Local Hotel Tax Rebates.

a. Schedule. For and in consideration of the obligations being assumed by Developer hereunder, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make ten (10) consecutive annual payments of Local Hotel Tax Rebates, with the first payment to be made on or before the May 31 immediately following City's receipt of the first full calendar year of Local Hotel Tax payments from the State funded in part by Local Hotel Tax generated by operation of the completed Minimum Improvements on the Development Property, and each subsequent payment to be made on or before May 31 following the City's receipt of each subsequent full year of Local Hotel Tax payments from the State generated by operation of the completed Minimum Improvements on the Development Property, continuing until the earlier of when ten (10) annual payments have been made or Developer has received \$200,000 in aggregate Local Hotel Tax Rebate payments. Each annual payment shall be equal to 100% of the Local Hotel Tax generated by operation of the completed Minimum Improvements on the Development Property, received by the City from the State during the preceding full calendar year, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Local Hotel Tax Rebates")

b. Local Hotel Tax Reports. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually, on or before March 1 each year the Minimum Improvements are in operation until the last Local Hotel Tax Rebate payment has been made, provide a Local Hotel Tax Report to the City for the prior calendar year, in the form attached as Exhibit D, along with copies of all reports and/or certifications required to be provided to the State of Iowa by Chapter 423A of the Code (or the administrative rules governing Chapter 423A of the Code).

c. Limitations. The Local Hotel Tax Rebates are only for the completed Minimum Improvements constructed on the Development Property as described in this Agreement.

d. Conditions Precedent. Notwithstanding the provisions of this Section 6.3, the obligation of the City to make a Local Hotel Tax Rebate in any annual period shall be subject to and conditioned upon the following:

i. Developer's compliance with the terms of this Agreement, including but not limited to timely completion of the Hotel Improvements and payment of hotel/motel tax for the operation of the Hotel Improvements on the Development Property; and

ii. Developer's timely filing of complete Annual Certifications as required under Section 4.8; and

iii. Developer's timely filing of the Local Hotel Tax Reports, in the form of Exhibit D, as required under Section 6.3(b).

In the event that an Event of Default occurs or any certification filed by Developer under Section 4.8 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured, the City shall have no further obligation to make the Local Hotel Tax Rebates unless and until the Event of Default has been cured. Each Annual Certification filed by Developer under Section 4.8 hereof shall be considered separately in determining whether the City shall make any of the Local Hotel Tax Rebate payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for a Local Hotel Tax Rebate in any year serve to extend the term of this Agreement beyond the time period set forth in Section 6.3 which Local Hotel Tax Rebates may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Local Hotel Tax Rebates only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto.

e. Source of Local Hotel Tax Rebates Limited.

i. The Local Hotel Tax Rebates shall be payable from and secured solely and only by the amount of Local Hotel Tax generated by operation of the completed Minimum Improvements on the Development Property and collected by the City from the State under Chapter 423A of the Code. To the extent of its authority, the City hereby covenants and agrees to maintain the Local Hotel Tax in force during the term hereof and to apply the appropriate percentage of Local Hotel Tax collected in respect of the operation of the Minimum Improvements on the Development Property to pay the Local Hotel Tax Rebates, as and to the extent set forth in this Article. The Local Hotel Tax Rebates shall not be payable in any manner by other tax revenues or by general taxation or from any other City funds.

ii. Each Local Hotel Tax Rebate is subject to periodic appropriation by the City Council. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Local Hotel Tax Rebates shall not constitute a legal indebtedness of the City within the meaning of any

applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

iii. Notwithstanding the provisions of Section 6.3 hereof, the City shall have no obligation to make a Local Hotel Tax Rebate to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Local Hotel Tax in connection with the Minimum Improvements to fund an Local Hotel Tax Rebate to Developer, as contemplated under said Section 6.3, is not authorized or otherwise an appropriate activity permitted to be undertaken by the City under the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion, the City shall promptly forward notice of the same to Developer and the County.

f. Use of Other Local Hotel Tax. The City shall be free to use any and all of the Local Hotel Tax collected by the City above and beyond the percentage to be given to Developer in this Agreement, or any available Local Hotel Tax collected by the City resulting from the suspension or termination of the Local Hotel Tax Rebates hereunder, for any purpose for which the Local Hotel Tax may lawfully be used pursuant to the provisions of the Code, and the City shall have no obligations to Developer with respect to the use thereof.

Section 6.4. City Residential Grant. The City shall provide to the Developer \$1000 per Housing Unit completed as part of the Apartment Improvements ("City Residential Grant"), up to an aggregate, maximum amount not to exceed \$50,000, within thirty (30) days of the Developer's receipt of a final certificate of occupancy of the Apartment Improvements.

Section 6.5. Downtown Housing Grant.

a. For and in consideration of Developer's obligations hereunder to construct the Apartment Improvements, and subject to Developer being in compliance with this Agreement and the State Downtown Housing Agreement at the time of payment, the City agrees to grant to Developer up to the sum of Six Hundred Thousand Dollars (\$600,000.00) received from the State in accordance with the State Downtown Housing Agreement, a copy of which Agreement is attached hereto as Exhibit I and incorporated herein by this reference. The City shall disburse to Developer any amount of the State Grant received by the City within thirty (30) days after all of the following conditions are satisfied:

i. Developer shall provide the City all documentation, including copies of paid invoices and proof of payment, at project mid-point (described in Section 4.6(c), above) and project completion (described in Section 4.6(d), above), required by Article III of the State Downtown Housing Grant Agreement;

ii. Developer shall provide the City with any other documentation reasonably requested by the City to satisfy the terms of the State Downtown Housing Grant Agreement, and shall allow the City and the IEDA to review and observe, at any time, completed work or work in progress;

iii. Developer shall, on a quarterly basis, provide the City with information necessary for the City to provide the quarterly reports required by Section 5.3.1 of the State Downtown Housing Grant Agreement;

iv. Developer shall ensure that all publications and signage satisfy the requirements of the State Agreement and shall include the following: "This project is being supported, in whole or in part, by federal award number 21.027 to the State of Iowa by the U.S. Department of the Treasury";

v. Developer shall be making substantial and timely progress toward completion of the Apartment Improvements consistent with the terms of this Agreement and the State Downtown Housing Grant Agreement;

vi. Developer shall be in compliance with the terms of this Agreement and the State Downtown Housing Grant Agreement (including any exhibits thereto); and

vii. The City shall have received the State Downtown Housing Grant payment from the IEDA and said payment is not otherwise limited or rescinded by the State.

b. The Developer agrees that, if the City is obligated to repay any amount of the grant funds disbursed to the City under the State Downtown Housing Grant Agreement, Developer shall pay to the City an amount equal to the City's repayment amount within thirty (30) days of the City's written demand for such repayment.

## ARTICLE VII. CONSTRUCTION GRANT

Section 7.1. Issuing Bonds. It is recognized and agreed that the ability of the County to provide the Construction Grants described in Section 7.2 below is subject to completion and satisfaction of certain separate Board of Supervisor actions and required legal proceedings relating to the issuance of the Bonds. Specifically, all obligations of County to issue the Bonds whose proceeds shall be used to provide the Construction Grants are subject to each of the following Conditions Precedent:

a. The representations and warranties made by Developer in Section 2.2 shall be true and correct as of a Developer recertification statement that may be requested by the County at or near the time of the issuance of Bonds; such recertification statement of the representations and warranties made by Developer in Section 2.2 shall have the same force and effect as if made on the Commencement Date;

b. The Developer shall have acquired title to the Development Property;

c. The City shall have removed the Development Property from the North Central Urban Renewal Area and any associated Tax Increment Financing Ordinance as required by Section 6.1;

d. The IEDA shall have finally and unconditionally approved the Revised Iowa Reinvestment District Plan;

e. The financial projections for the anticipated Reinvestment Funds to be created in the Reinvestment District shall not have materially decreased from those contained in the Revised Iowa Reinvestment District Plan;

f. The Developer and City shall be in compliance with all the terms and provisions of this Agreement in all material respects;

g. There has not been a substantial change for the worse in the financial resources and ability of the Developer, which change(s) make it likely, in the reasonable judgment of the County, that the Developer will be unable to fulfill its covenants and obligations under this Agreement;

h. The satisfaction of all conditions and procedures required (in the judgment of bond counsel for the County) by Chapter 331 and 403 of the Code with respect to the issuance of the Bonds, including the holding of all required public hearings relating to the same and the timely completion of any necessary referendum or reverse referendum processes.

## Section 7.2. Construction Grant Amounts.

a. Apartment Construction Grant. For and in consideration of the obligations of Developer as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the County agrees (subject to the conditions set forth in this Article and this Agreement) to make a Construction Grant to Developer in support of the Apartment Improvements in an aggregate amount not to exceed two-thirds (2/3) of the Bond Proceeds (the “Apartment Construction Grant Amount”). Subject to the Conditions Precedent set forth below in Section 7.3, such Grant shall be disbursed in monthly installments equal to 75% of the actual Costs incurred by Developer to construct the Apartment Improvements as verified through a construction draw process to be reviewed by a third-party reviewer (“Apartment Disbursements”). Such third-party reviewer must have the qualifications and experience in reviewing project construction draws and be mutually agreeable to both the Developer and County. If the Developer’s lender also has such a third-party reviewer requirement, the County has the right, but not the obligation, to utilize the same reviewer as the Developer’s lender. Ten percent (10%) of the Apartment Construction Grant Amount shall be retained by the County and only disbursed upon issuance of a certificate of occupancy for the Apartment Improvements. For purposes of this Section 7.2(a), Developer shall not submit any Costs for reimbursement through this Article VII if the Costs were or will be submitted to the City for reimbursement through the State Downtown Housing Grant described in Section 6.5 or used for the Developer Match described in Section 4.6(b).

b. Hotel Construction Grant. For and in consideration of the obligations of Developer as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the County agrees (subject to the conditions set forth in this Article and this Agreement) to make a Construction Grant to Developer in support of the Hotel Improvements in an aggregate amount not to exceed one-third (1/3) of the Bond Proceeds (the “Hotel Construction Grant Amount”). Subject to the Conditions Precedent set forth in Section 7.3, such Grant shall be disbursed in monthly installments equal to 75% of the actual Costs incurred by Developer to construct the Hotel Improvements as verified through a construction draw process to be reviewed by a third-party reviewer (“Hotel Disbursements”). Such third-party reviewer must have the qualifications and experience in reviewing project construction draws and be mutually agreeable to both Parties. If the Developer’s lender also has such a third-party reviewer requirement, the County has the right, but not the obligation, to utilize the same reviewer as the Developer’s lender. Ten percent (10%) of the Hotel Construction Grant Amount shall be retained by the County and only disbursed upon issuance of a certificate of occupancy for the Hotel Improvements.

c. The Apartment Disbursements and Hotel Disbursements available under this Section 7.2 are collectively referred to as “Disbursements.” Each of the Apartment Disbursements and Hotel Disbursements may be individually referred to as a “Disbursement.”

Section 7.3. Conditions Precedent to Construction Grant Disbursements. Notwithstanding the provisions of Section 7.2 above, the County’s obligation to provide Developer with a Disbursement under this Agreement in any year shall be subject to satisfaction of the following conditions precedent:

- a. Developer shall not be in default under the terms and provisions of this Agreement; and
- b. The Minimum Assessment Agreement shall be fully executed and in effect; and
- c. The County shall have obtained financing of the Bonds on such terms and conditions as it shall deem necessary or desirable in its sole and absolute discretion, and there shall be sufficient proceeds from the Bonds to pay the Disbursement; and
- d. There has not been a substantial change for the worse in the financial resources and ability of the Developer, or a substantial decrease in the financing commitments secured by the Developer for construction of the Minimum Improvements, which change(s) make it likely, in the reasonable judgment of the County, that the Developer will be unable to fulfill its covenants and obligations under this Agreement with respect to the Project; and
- e. The verification of the Costs as set forth in Section 7.2 for the applicable improvements.

Should Developer fail to qualify for any Disbursement due to its own, uncured Event of Default, Developer shall be obligated to repay to the County the full amount of any prior Disbursements.

Section 7.4. Source of Construction Grant Funds Limited.

a. The Construction Grant Disbursements shall be payable from and secured solely and only by the Bond Proceeds. The Disbursements shall not be payable in any manner by general taxation or from any other County funds.

b. Notwithstanding the provisions of Section 7.2 hereof, the County shall have no obligation to make a Disbursement to Developer if at any time during the term hereof the County receives an opinion from its legal counsel to the effect that the use of the Bond Proceeds to fund a Disbursement to Developer, as contemplated under said Section 7.2, is not authorized under the applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the County shall promptly forward notice of the same to Developer.

## ARTICLE VIII. REDEVELOPMENT GRANTS

Section 8.1. Redevelopment Grants.

a. Amount of Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban

Renewal Area and the Urban Renewal Act, the County agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to ten (10) consecutive annual payments of Redevelopment Grants to Developer, each Redevelopment Grant comprised of 100% of Tax Increments collected by the County with respect to the Minimum Improvements and Development Property during the preceding twelve-month period, but subject to the schedule, limitations and adjustments as provided in this Article.

b. Schedule of Redevelopment Grants. Assuming completion of the Minimum Improvements by October 1, 2025, full assessment of the Minimum Improvements on January 1, 2026, compliance with the annual certification requirements by Developer, debt certification by the County to the Auditor of the County prior to December 1, 2026, and the absence of any Event of Default as of any payment date, the Redevelopment Grants shall commence on June 1, 2028, and end on June 1, 2037, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

June 1, 2028	100% of Tax Increments for Fiscal Year 27-28
June 1, 2029	100% of Tax Increments for Fiscal Year 28-29
June 1, 2030	100% of Tax Increments for Fiscal Year 29-30
June 1, 2031	100% of Tax Increments for Fiscal Year 30-31
June 1, 2032	100% of Tax Increments for Fiscal Year 31-32
June 1, 2033	100% of Tax Increments for Fiscal Year 32-33
June 1, 2034	100% of Tax Increments for Fiscal Year 33-34
June 1, 2035	100% of Tax Increments for Fiscal Year 34-35
June 1, 2036	100% of Tax Increments for Fiscal Year 35-36
June 1, 2037	100% of Tax Increments for Fiscal Year 36-37

c. Calculation of Grants. Each annual Redevelopment Grant payment shall be equal in amount to the above percentages of the Tax Increments collected by the County with respect to the Minimum Improvements and the Development Property under the terms of the Ordinance and deposited into the Christensen Development 1, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 of the Code, and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the “Redevelopment Grants”). Tax Increments shall be calculated based upon the incremental value of the Minimum Improvements and Development Property above the Base Value.

d. Limitation to Minimum Improvements. The Redevelopment Grants are only for the Minimum Improvements described in this Agreement and not any expansions or improvements not included within the definition of the Minimum Improvements which, to be eligible for Redevelopment Grants, would be the subject of an amendment or new agreement, at the sole discretion of the County Supervisors.

Section 8.2. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the County to make a Redevelopment Grant in any year shall be subject to and conditioned upon the following:

a. the completion (as established by the receipt of a certificate of occupancy) and full assessment of the Minimum Improvements by January 1, 2026; and

b. compliance with the terms of this Agreement by Developer, including, but not limited to, the operational obligations in Section 4.7 of this Agreement for, and payment of property taxes on, the Minimum Improvements and Development Property; and

c. timely filing by Developer of the Annual Certifications required under Section 4.8 hereof which show no Event of Default, and approval thereof by the County's Board of Supervisors.

Each Annual Certification filed by Developer under Section 4.8 hereof shall be considered separately in determining whether the County shall make any of the Redevelopment Grant payments available to Developer under this Article VIII. Unless otherwise extended by the County in writing in its sole reasonable discretion, the failure by Developer to qualify for an Redevelopment Grant in any year shall not serve to extend the term of this Agreement beyond the Termination Date or the years during which Redevelopment Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Redevelopment Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto.

Section 8.3. Maximum Amount of Redevelopment Grants. The aggregate amount of Redevelopment Grants that may be paid to Developer under Section 8.1 shall not exceed the lesser of: (i) the amount of available Tax Increments under the formula and schedule set forth in Section 8.1(b) or (ii) \$2,600,000. It is further agreed and understood that each Redevelopment Grant shall come solely and only from incremental taxes received by the County under Iowa Code Section 403.19 from levies upon the Minimum Improvements and Development Property (above the Base Value). The County makes no representation with respect to the amounts that may finally be paid to the Developer, and in no event shall Developer be entitled to receive more than calculated under the formula set forth in Section 8.1, even if the applicable aggregate maximum as set forth above is not met.

Section 8.4. Source of Redevelopment Grant Funds Limited.

a. The Redevelopment Grants shall be payable from and secured solely and only by the Tax Increments on the Development Property and Minimum Improvements deposited and held in the Christensen Development 1, LLC TIF Account of the Legacy Plaza Urban Renewal Tax Increment Revenue Fund of the County. The County hereby covenants and agrees to maintain the Ordinance in force during the term hereof to the extent allowed by controlling law and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements to pay the Redevelopment Grants, as and to the extent set forth in this Article. The Redevelopment Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other County funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A of the Code shall not be included in the calculation to determine the amount of Redevelopment Grants for which Developer is eligible, and any monies received back under chapter 426C of the Code relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Redevelopment Grants for which Developer is eligible.

b. Each Redevelopment Grant is subject to annual appropriation by the Board of Supervisors of the County. The right of non-appropriation reserved to the County in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the County's obligation to make future



Redevelopment Grants shall not constitute a legal indebtedness of the County within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the County, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the County shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the County shall have no obligation to make an Redevelopment Grant to Developer if at any time during the term hereof the County fails to appropriate funds for payment, the Tax Increment is not made available to the County, or the County receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Redevelopment Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the County under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. In such event, the County shall promptly forward written notice of the same to Developer. If the non-appropriation or circumstances or legal constraints continue for a period during which two (2) annual Redevelopment Grants would otherwise have been paid to Developer under the terms of Section 8.1, the County may terminate this Agreement, without penalty or other liability to the County, by written notice to Developer and City.

Section 8.5 Reserved.

Section 8.6. Other Uses of Tax Increments.

a. City Reimbursement. After the earlier of (i) the County having made the ten (10) Redevelopment Grant payments contemplated by Section 8.1 of this Agreement, (ii) the County having made the Redevelopment Grant payments in the maximum amount of \$2,600,000 contemplated by Section 8.3 of this Agreement, or (iii) the County's obligation to make additional Redevelopment Grants is terminated due to an uncured Event of Default by the Developer, the County agrees to use available Tax Increments to repay the City a one-time payment of \$65,000 ("City Reimbursement"). The City Reimbursement shall only be paid by the County with Tax Increment not being used to make the Redevelopment Grants to Developer and shall not be paid by any other County funds. In addition, the City shall be entitled to City Reimbursement only if the City is in compliance with the terms of this Agreement at the time of payment, including the payment of the City Residential Grant to the Developer in the amount of \$50,000.

b. Shortfall Debt. After the earlier of (i) the County having made the ten (10) Redevelopment Grant payments contemplated by Section 8.1 of this Agreement, (ii) the County having made the Redevelopment Grant payments in the maximum amount of \$2,600,000 contemplated by Section 8.3 of this Agreement, or (iii) the County's obligation to make additional Redevelopment Grants is terminated due to an uncured Event of Default by the Developer; and if, for any reason whatsoever, the Reinvestment Funds received by the County from the State and generated from the Reinvestment District, pursuant to

the Reinvestment Act, are insufficient to fully pay any prior Debt Service payments for the Bonds issued to provide the Construction Grants, then Developer and City agree the County may certify as debt under the Ordinance and Section 403.19 of the Code an amount equal to the difference between the amount of the Reinvestment Funds previously received and the Debt Service payments for the Bonds issued to pay the Construction Grant (the "Shortfall Debt"). The intent of this provision is to ensure if, for any reason, the Reinvestment Funds are insufficient to make the Debt Service payments on the Bonds, then the County may use available Tax Increments to pay the Debt Service or reimburse the County for any prior Debt Service payments paid by the County with any funds other than Reinvestment Funds.

c. Limitations. The County's right to utilize Tax Increments to cover Shortfall Debt as provided for in Section 8.6(b) is further limited as follows:

i. Before using Tax Increments to cover Shortfall Debt, the County must first use available Tax Increments to provide the City Reimbursement, if the City is entitled to receive the City Reimbursement payment.

ii. The County's right to utilize Tax Increments to cover Shortfall Debt as provided for in Section 8.6(b) shall terminate as of the earlier of: (A) the Debt Service is fully extinguished and any Shortfall Debt has been reimbursed; or (B) after the County has received twenty (20) fiscal years of Tax Increment from the Development Property, at which time the County agrees that it shall take all steps necessary to terminate the Urban Renewal Area and repeal the Ordinance.

d. Debt Service Schedule. Exhibit G contains a proposed schedule for the payment of the Debt Service, but such schedule will vary based on actual sale costs, refinancing, if applicable, and other factors. Exhibit G shall be updated with actual debt service for the Bonds and if any future refinancing for the Bonds occurs. When updated, such updated Exhibit G shall be substituted for and become Exhibit G to this Agreement.

Section 8.7. Termination of Urban Renewal Area and Repeal of TIF Ordinance. To the extent that there is no Shortfall Debt as set forth in Section 8.6(b), the County agrees that it shall take all steps necessary to terminate the Urban Renewal Area and repeal the Ordinance immediately upon payment of the final Redevelopment Grant to the Developer and the payment of the City Reimbursement to the City, if applicable.

## ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. The Developer releases the Indemnified Parties from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about, or resulting from any defect in, the Development Property or the Minimum Improvements.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or

purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by the Developer against the City or County to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants, or employees or any other person who may be about the Minimum Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. The provisions of this Article IX shall survive the termination of this Agreement.

#### ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions, and limitations of this Agreement;

b. Transfer of any interest in this Agreement in violation of the provisions of this Agreement;

c. Failure by the Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

d. Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certification furnished by the Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City or County, as specified below, may take any one or more of the following actions after the municipality declaring default has provided thirty (30) days’ written notice to the other parties and to the holder of the First Mortgage (but only to the extent the municipality declaring default has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the municipality declaring default that the Event of Default will be cured as soon as reasonably possible:

a. The municipality declaring default may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the municipality declaring default, that the Developer will cure its default and continue its performance under this Agreement;

b. The municipality declaring default may terminate this Agreement, provided, however that if this Agreement is terminated and the County has not yet sold the Bonds, the County shall take all steps necessary to terminate the Urban Renewal Area and repeal the Ordinance within sixty (60) days of termination of this Agreement.

c. The County may recover from Developer prior Construction Grant Disbursements pursuant to Section 7.3; and

d. The municipality declaring default may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer, as the case may be, under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City and/or County shall employ attorneys or incur other expenses in successful efforts to collect payments due or to become due or enforce performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City and/or County the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City and/or County in connection therewith.

Section 10.6. Breach by City or County.

a. Remedy by Other Municipality. If the City or County fails to perform or observe any term or condition of this Agreement which impairs the non-breaching municipality's ability to perform under this Agreement, and such failure is not cured within thirty (30) days after such notice to the breaching party by the non-breaching municipality, the non-breaching municipality's sole remedy shall be to seek specific performance of the Agreement by the breaching municipality.

b. Remedy by Developer. If the City or County fails to perform or observe any term or condition of this Agreement to be performed or observed by the City or County after notice from Developer and such failure is not cured within thirty (30) days after such notice to the breaching party, Developer may take whatever actions at law or in equity are necessary or appropriate to: (a) collect any payments due under this Agreement from the breaching party; or (b) enforce the performance or observance by the breaching party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition). IN NO EVENT WILL THE CITY OR COUNTY BE LIABLE TO THE DEVELOPER FOR ANY INDIRECT, INCIDENTAL, SPECIAL,

PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF BUSINESS OPPORTUNITY INCURRED OR SUFFERED BY DEVELOPER, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE BREACHING PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT, UNDER ANY CIRCUMSTANCES, WILL THE CITY BE LIABLE TO MAKE ANY CONSTRUCTION GRANTS OR REDEVELOPMENT GRANTS TO THE DEVELOPER. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT, UNDER ANY CIRCUMSTANCES, WILL THE COUNTY BE LIABLE TO MAKE ANY LOCAL HOTEL TAX REBATES, CITY RESIDENTIAL GRANT, OR DOWNTOWN HOUSING GRANT TO THE DEVELOPER.

#### ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. The Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, County, or their designees or agents, nor any consultant or member of the governing body of the City or County, and no other public official of the City or County who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of the Developer, is addressed or delivered personally to Christensen Development 1, LLC at 215 East 3rd St., Suite 300, Des Moines, Iowa 50309, Attn: Jake Christensen, President; and
- b. In the case of the City, is addressed to or delivered personally to the City of Newton at 101 West 4<sup>th</sup> Street South, Newton, Iowa 50208, Attn: City Administrator;
- c. In the case of the County, is addressed to or delivered personally to the County at Jasper County Courthouse, 101 1<sup>st</sup> Street North, Newton, Iowa 50208, Attn: County Auditor;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 11.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit C, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City and County by virtue hereof. The City shall pay for the costs of recording.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.6. Governing Law. This Agreement and any dispute arising out of or related to this Agreement shall be governed and interpreted in accordance with the Laws of the State of Iowa without regard to conflicts of law principles that would require the application of law of another jurisdiction. The Iowa District Court for Jasper County shall have exclusive jurisdiction in all matters arising under this Agreement, and the Parties hereto expressly consent and submit to the personal jurisdiction of such court.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto. In the event of a conflict between the terms of this Agreement and any other agreement, whether written or verbal, regarding the Development Property and to which the Developer is a party, the terms and conditions of this Agreement shall control.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after the December 31, 2047, unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such landowner, contractor, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, the County has caused this Agreement to be duly executed in its name and behalf by its Chairperson and its seal to be hereunto duly affixed and attested by its County Auditor, and the Developer has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

*[Remainder of this page intentionally left blank. Signature pages to follow.]*

(SEAL)

CITY OF NEWTON, IOWA

By: \_\_\_\_\_  
Michael L. Hansen, Mayor

ATTEST:

By: \_\_\_\_\_  
Katrina Davis, City Clerk

STATE OF IOWA            )  
                                      ) SS  
COUNTY OF JASPER     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me a Notary Public in and for said State, personally appeared Michael L. Hansen and Katrina Davis, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Newton, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

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

*[Signature page to Agreement for Private Development – City of Newton, Iowa]*

CHRISTENSEN DEVELOPMENT 1, LLC,  
An Iowa limited liability company

By: \_\_\_\_\_  
Jake Christensen, President

STATE OF IOWA            )  
                                      ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Jake Christensen, to me personally known, who, being by me duly sworn, did say that he is the President of Christensen Development 1, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officer as such, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

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

*[Signature page to Agreement for Private Development – Christensen Development 1, LLC]*



(SEAL)

JASPER COUNTY, IOWA

By: \_\_\_\_\_  
Brandon Talsma, Chairperson

ATTEST:

By: \_\_\_\_\_  
Jenna Jennings, County Auditor

STATE OF IOWA                            )  
  ) SS  
COUNTY OF JASPER                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me a Notary Public in and for said State, personally appeared Brandon Talsma and Jenna Jennings, to me personally known, who being duly sworn, did say that they are the Chairperson and County Auditor, respectively, of Jasper County, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its County Board of Supervisors, and said Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

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

*[Signature page to Agreement for Private Development – Jasper County, Iowa]*

EXHIBIT A  
DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located in the City of Newton, County of Jasper, State of Iowa, more particularly described as follows:

DEVELOPMENT BOUNDARY LOCATED ENTIRELY WITHIN LOT 3 OF SYNERGY ADDITION, CITY OF NEWTON, JASPER COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 2010-00002900 IN THE OFFICE OF THE RECORDER, JASPER COUNTY, IOWA, SAID POINT ALSO BEING A SOUTHWESTERLY CORNER LOT 3 OF SYNERGY ADDITION AND RECORDED IN INSTRUMENT NO. 2007-00000939 IN THE OFFICE OF THE RECORDER, CITY OF NEWTON, JASPER COUNTY, IOWA; THENCE, N0°26'16"W 24.96' ALONG A EAST LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, CONTINUING N0°26'16"W 74.04' ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S89°16'12"W 8.41' ALONG THE NORTH LINE OF SAID PARCEL "A"; THENCE, N0°12'40"W 133.18'; THENCE, NORTHEASTERLY 46.43' ALONG THE ARC OF A 42.61' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N31°00'17"W AND A CHORD DISTANCE OF 44.17'; THENCE, N64°19'56"W 41.57'; THENCE, N66°41'11"W 38.34'; THENCE, N52°33'20"W 26.16'; THENCE, S60°21'34"W 116.37'; THENCE, N30°22'22"W 15.35'; THENCE, NORTHWESTERLY 7.39' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY AND HAVING A CHORD BEARING OF N72°42'43"W AND A CHORD DISTANCE OF 6.74', THENCE, WESTERLY 75.56' ALONG THE ARC OF A 86.71' RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A CHORD BEARING OF N 88°42'09"W AND A CHORD DISTANCE OF 73.19' TO THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 32.12' ALONG THE ARC OF A 2844.82' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N54°32'26"E AND A CHORD DISTANCE OF 32.12', ALONG THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 52.46' ALONG THE ARC OF A 50.12' RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A CHORD BEARING OF N77°39'39"E AND A CHORD DISTANCE OF 50.09'; THENCE, NORTHERLY 6.66' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE WESTERLY AND HAVING A CHORD BEARING OF N9°27'48"E AND A CHORD DISTANCE OF 6.18'; THENCE, N28°42'58"W 11.63'; THENCE, N55°14'48"E 28.10'; THENCE N60°02'31"E 96.48'; THENCE, N59°50'55"E 108.39'; THENCE, N59°46'03"E 124.41'; THENCE, N60°04'29"E 66.76'; THENCE, S28°08'21"E 20.11'; THENCE, N60°06'49"E 60.70'; THENCE, S30°32'25"E 178.03'; THENCE, S0°24'47"E 273.82'; THENCE, S89°35'13"W 12.58'; THENCE, S0°12'46"E 119.92'; THENCE, S89°16'18"W 309.88' TO THE POINT OF BEGINNING, CONTAINING 3.90 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Exhibit A-1

*Execution Version*

EXHIBIT B  
MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of the Apartment Improvements and the Hotel Improvements, and related site improvements, by the Developer or other developers/contractors on the Development Property.

The Apartment Improvements means: (a) the re-purposing the historic 1900s Maytag building 16 into 72 apartments as described as Project B1 in the Revised Iowa Reinvestment District Plan; (b) the re-purposing of Maytag building 50 into a mechanical building to support building 16 as described as Project B1 in the Revised Iowa Reinvestment District Plan; and (c) opening a breezeway through Building 16 from the courtyard to the greenspace per the Legacy Plaza Concept. See Exhibit H for an excerpt of the Revised Iowa Reinvestment District Plan describing Project B1.

The Hotel Improvements means re-purposing the historic 1900s Maytag Buildings 1 and 2 into a 58-room boutique hotel as described as Project B2 in the Revised Iowa Reinvestment District Plan which shall include a bar serving light food options. See Exhibit H for an excerpt of the Revised Iowa Reinvestment District Plan describing Project B2.

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611  
Return to: Matt Muckler, City Administrator of Newton, 101 W. 4<sup>th</sup> St. S., Newton, IA 50208

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EXHIBIT C  
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Newton, Iowa (the “City”), Christensen Development 1, LLC, an Iowa limited liability company (the “Developer”), and Jasper County, Iowa (the “County”), did on or about the \_\_\_\_ day of \_\_\_\_\_, 2023, make, execute, and deliver an Agreement for Private Development (the “Agreement”), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

DEVELOPMENT BOUNDARY LOCATED ENTIRELY WITHIN LOT 3 OF SYNERGY ADDITION, CITY OF NEWTON, JASPER COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 2010-00002900 IN THE OFFICE OF THE RECORDER, JASPER COUNTY, IOWA, SAID POINT ALSO BEING A SOUTHWESTERLY CORNER LOT 3 OF SYNERGY ADDITION AND RECORDED IN INSTRUMENT NO. 2007-00000939 IN THE OFFICE OF THE RECORDER, CITY OF NEWTON, JASPER COUNTY, IOWA; THENCE, N0°26'16"W 24.96' ALONG A EAST LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, CONTINUING N0°26'16"W 74.04' ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S89°16'12"W 8.41' ALONG THE NORTH LINE OF SAID PARCEL "A"; THENCE, N0°12'40"W 133.18'; THENCE, NORTHEASTERLY 46.43' ALONG THE ARC OF A 42.61' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N31°00'17"W AND A CHORD DISTANCE OF 44.17'; THENCE, N64°19'56"W 41.57'; THENCE, N66°41'11"W 38.34'; THENCE, N52°33'20"W 26.16'; THENCE, S60°21'34"W 116.37'; THENCE, N30°22'22"W 15.35'; THENCE, NORTHWESTERLY 7.39' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY AND HAVING A CHORD BEARING OF N72°42'43"W AND A CHORD DISTANCE OF 6.74'; THENCE, WESTERLY 75.56' ALONG THE ARC OF A 86.71' RADIUS CURVE, CONCAVE

Exhibit C-1

*Execution Version*

NORTHERLY AND HAVING A CHORD BEARING OF N 88°42'09"W AND A CHORD DISTANCE OF 73.19' TO THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 32.12' ALONG THE ARC OF A 2844.82' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N54°32'26"E AND A CHORD DISTANCE OF 32.12', ALONG THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 52.46' ALONG THE ARC OF A 50.12' RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A CHORD BEARING OF N77°39'39"E AND A CHORD DISTANCE OF 50.09'; THENCE, NORTHERLY 6.66' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE WESTERLY AND HAVING A CHORD BEARING OF N9°27'48"E AND A CHORD DISTANCE OF 6.18'; THENCE, N28°42'58"W 11.63'; THENCE, N55°14'48"E 28.10'; THENCE N60°02'31"E 96.48'; THENCE, N59°50'55"E 108.39'; THENCE, N59°46'03"E 124.41'; THENCE, N60°04'29"E 66.76'; THENCE, S28°08'21"E 20.11'; THENCE, N60°06'49"E 60.70'; THENCE, S30°32'25"E 178.03'; THENCE, S0°24'47"E 273.82'; THENCE, S89°35'13"W 12.58'; THENCE, S0°12'46"E 119.92'; THENCE, S89°16'18"W 309.88' TO THE POINT OF BEGINNING, CONTAINING 3.90 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

WHEREAS, the term of this Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2023 and terminate on the Termination Date, as set forth in the Agreement; and

WHEREAS, the City, the County, and the Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Newton, Iowa.

IN WITNESS WHEREOF, the City, the Developer, and the County have executed this Memorandum of Agreement for Private Development as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

Exhibit C-2

*Execution Version*

(SEAL)

CITY OF NEWTON, IOWA

By: \_\_\_\_\_  
Michael L. Hansen, Mayor

ATTEST:

By: \_\_\_\_\_  
Katrina Davis, City Clerk

STATE OF IOWA            )  
  ) SS  
COUNTY OF JASPER        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me a Notary Public in and for said State, personally appeared Michael L. Hansen and Katrina Davis, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Newton, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

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

*[Signature page to Memorandum of Agreement for Private Development – City of Newton, Iowa]*

CHRISTENSEN DEVELOPMENT 1, LLC,  
an Iowa limited liability company

By: \_\_\_\_\_  
Jake Christensen, President

STATE OF IOWA            )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Jake Christensen, to me personally known, who, being by me duly sworn, did say that he is the President of Christensen Development 1, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officer as such, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

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

*[Signature page to Memorandum of Agreement for Private Development – Christensen Development 1, LLC]*

Exhibit C-4

*Execution Version*





EXHIBIT D  
LOCAL HOTEL TAX REPORT  
(due quarterly under terms of the Development Agreement)

This report verifies the amount of Local Hotel/Motel tax paid in Year \_\_\_\_\_.

Gross Receipts were: \$ \_\_\_\_\_

Local Hotel/Motel tax paid (currently 7%) \$ \_\_\_\_\_

Attached is a copy of the Iowa Department of Revenue's Confirmation Report that confirms that Christensen Development 1, LLC filed and paid its Hotel/Motel Tax for the above-identified year.

This is also a request for payment of the Local Hotel Tax Rebate by the City to Christensen Development 1, LLC once the City has received the full calendar year payment of Local Hotel Tax from the State.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Christensen Development 1, LLC,

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

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

Title: \_\_\_\_\_

**Attachments: Copy of the corresponding IDR Sales Tax Quarterly Returns – Confirmation**

EXHIBIT E  
DEVELOPER ANNUAL CERTIFICATION  
(due by October 15th as required under terms of Development Agreement)

Developer certifies the following: During the time period covered by this Certification, Developer is and was in compliance with Section 4.8 as follows:

(i) all ad valorem taxes on the Development Property in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) the Minimum Improvements were first fully assessed on \_\_\_\_\_, 20\_\_\_\_, at a full assessment value of \$\_\_\_\_\_, and is currently assessed at \$\_\_\_\_\_;

(iii) all Local Hotel Taxes on the operations of the Hotel Improvements have been timely paid through the date of the Annual Certification, and we have attached certified copies of all reports and/or certifications required to be provided to the State of Iowa by Chapter 423A of the Code (or the administrative rules governing Chapter 423A of the Code) since the last Annual Certification;

(iv) the number of Full-Time Equivalent Employment Units employed at the Hotel Improvements as of October 1, 20\_\_\_\_ and as of the first day of each of the preceding eleven (11) months were are as follows:

February 1, 20____ : _____	August 1, 20____ : _____
January 1, 20____ : _____	July 1, 20____ : _____
December 1, 20____ : _____	June 1, 20____ : _____
November 1, 20____ : _____	May 1, 20____ : _____
October 1, 20____ : _____	April 1, 20____ : _____
September 1, 20____ : _____	March 1, 20____ : _____

(v) the number of Full-Time Equivalent Employment Units employed at the Apartment Improvements as of October 1, 20\_\_\_\_ and as of the first day of each of the preceding eleven (11) months were are as follows:

February 1, 20____ : _____	August 1, 20____ : _____
January 1, 20____ : _____	July 1, 20____ : _____
December 1, 20____ : _____	June 1, 20____ : _____
November 1, 20____ : _____	May 1, 20____ : _____
October 1, 20____ : _____	April 1, 20____ : _____
September 1, 20____ : _____	March 1, 20____ : _____

(vi) the undersigned officer of Developer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, certify that Developer is not, or was not, in default in the fulfillment of any of the terms

and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification, or if such officer is aware of any such Event of Default, said officer has disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Christensen Development 1, LLC,

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

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

Title: \_\_\_\_\_

**Attachments: (a) proof of payment of property taxes; (b) proof of payment of Local Hotel Taxes**

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611  
Return to: Matt Muckler, City Administrator of Newton, 101 W. 4<sup>th</sup> St. S., Newton, IA 50208

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EXHIBIT F  
MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”), is dated as of \_\_\_\_\_, 2023, by and among JASPER COUNTY, IOWA (the “County”), THE CITY OF NEWTON, IOWA (the “City”), and CHRISTENSEN DEVELOPMENT I, LLC, an Iowa limited liability company, having offices for the transaction of business at 215 East 3rd St., Suite 300, Des Moines, Iowa 50309 (“Developer”).

WITNESSETH:

WHEREAS, County, City, and Developer have entered into an Agreement for Private Development dated as of \_\_\_\_\_, 2023 (“Development Agreement” or “Agreement”) regarding certain real property located in the City which is legally described as follows:

DEVELOPMENT BOUNDARY LOCATED ENTIRELY WITHIN LOT 3 OF SYNERGY ADDITION, CITY OF NEWTON, JASPER COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 2010-00002900 IN THE OFFICE OF THE RECORDER, JASPER COUNTY, IOWA, SAID POINT ALSO BEING A SOUTHWESTERLY CORNER LOT 3 OF SYNERGY ADDITION AND RECORDED IN INSTRUMENT NO. 2007-00000939 IN THE OFFICE OF THE RECORDER, CITY OF NEWTON, JASPER COUNTY, IOWA; THENCE, N0°26'16"W 24.96' ALONG A EAST LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, CONTINUING N0°26'16"W 74.04' ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S89°16'12"W 8.41' ALONG THE NORTH LINE OF SAID PARCEL "A"; THENCE, N0°12'40"W 133.18'; THENCE, NORTHEASTERLY 46.43' ALONG THE ARC OF A 42.61' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N31°00'17"W AND A CHORD DISTANCE OF 44.17'; THENCE, N64°19'56"W 41.57'; THENCE, N66°41'11"W 38.34'; THENCE, N52°33'20"W 26.16'; THENCE,

S60°21'34"W 116.37'; THENCE, N30°22'22"W 15.35'; THENCE, NORTHWESTERLY 7.39' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY AND HAVING A CHORD BEARING OF N72°42'43"W AND A CHORD DISTANCE OF 6.74', THENCE, WESTERLY 75.56' ALONG THE ARC OF A 86.71' RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A CHORD BEARING OF N 88°42'09"W AND A CHORD DISTANCE OF 73.19' TO THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 32.12' ALONG THE ARC OF A 2844.82' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N54°32'26"E AND A CHORD DISTANCE OF 32.12', ALONG THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 52.46' ALONG THE ARC OF A 50.12' RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A CHORD BEARING OF N77°39'39"E AND A CHORD DISTANCE OF 50.09'; THENCE, NORTHERLY 6.66' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE WESTERLY AND HAVING A CHORD BEARING OF N9°27'48"E AND A CHORD DISTANCE OF 6.18'; THENCE, N28°42'58"W 11.63'; THENCE, N55°14'48"E 28.10'; THENCE N60°02'31"E 96.48'; THENCE, N59°50'55"E 108.39'; THENCE, N59°46'03"E 124.41'; THENCE, N60°04'29"E 66.76'; THENCE, S28°08'21"E 20.11'; THENCE, N60°06'49"E 60.70'; THENCE, S30°32'25"E 178.03'; THENCE, S0°24'47"E 273.82'; THENCE, S89°35'13"W 12.58'; THENCE, S0°12'46"E 119.92'; THENCE, S89°16'18"W 309.88' TO THE POINT OF BEGINNING, CONTAINING 3.90 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

(the "Development Property"); and

WHEREAS, the defined terms in the Development Agreement will also apply to this Minimum Assessment Agreement; and

WHEREAS, it is contemplated that Developer will undertake the construction of Minimum Improvements (as defined in the Development Agreement) on the Development Property, as provided in the Development Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, County, City, and Developer desire to establish a minimum actual value for the Minimum Improvements to be constructed on the Development Property pursuant to the Development Agreement; and

WHEREAS, parties and the Assessor for the County have reviewed the preliminary plans and specifications for the Minimum Improvements that are contemplated to be constructed.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. The Minimum Actual Value for the Minimum Improvements and the Development Property shall be fixed for assessment purposes at not less than \$7,000,000, before rollback, upon completion of the Minimum Improvements, but no later than January 1, 2026. The Minimum Actual Value shall continue to be effective until December 31, 2045 (the "Assessment Agreement Termination Date"). The Minimum Actual Value shall be maintained during such

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period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Development Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

2. Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the Minimum Improvements pursuant to the provisions of this Minimum Assessment Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Development Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership, or operation of the Development Property or the Minimum Improvements by Developer, or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the Minimum Improvements.

3. Developer agrees that, prior to the Assessment Termination Date, it will not:

a. seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Development Property or the Minimum Improvements determined by any tax official to be applicable to the Development Property, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

b. seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local or State law, of the taxation of real property, including improvements and fixtures thereon, contained in the Development Property or the Minimum Improvements between the date of execution of this Agreement and the Assessment Termination Date; or

c. request the Assessor to reduce the Minimum Actual Value; or

d. appeal to the board of review of the County, State, District Court or to the Director of Revenue of the State to reduce the Minimum Actual Value; or

e. cause a reduction in the actual value or the Minimum Actual Value through any other proceedings

4. This Minimum Assessment Agreement shall be promptly recorded by the City with the Recorder of Jasper County, Iowa. Such filing shall constitute notice to any subsequent purchaser or encumbrancer of the Development Property (or part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

5. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

6. This Minimum Assessment Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

7. Nothing herein shall be deemed to waive the rights of Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Developer seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

8. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

9. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on the Assessment Agreement Termination Date set forth in Section 1 above.

10. Developer has provided a title opinion or lien or title search/certificate to City and County listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders have signed a consent to this Assessment Agreement substantially in the form of the Lienholder Consent set forth in this Exhibit F, which consents are attached hereto and made a part hereof.

*[Signatures Start on Next Page]*

(SEAL)

CITY OF NEWTON, IOWA

By: \_\_\_\_\_  
Michael L. Hansen, Mayor

ATTEST:

By: \_\_\_\_\_  
Katrina Davis, City Clerk

STATE OF IOWA            )  
  ) SS  
COUNTY OF JASPER        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me a Notary Public in and for said State, personally appeared Michael L. Hansen and Katrina Davis, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Newton, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

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

*[Signature page to Minimum Assessment Agreement– City of Newton, Iowa]*



CHRISTENSEN DEVELOPMENT 1, LLC,  
an Iowa limited liability company

By: \_\_\_\_\_  
Jake Christensen, President

STATE OF IOWA            )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Jake Christensen, to me personally known, who, being by me duly sworn, did say that he is the President of Christensen Development 1, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officer as such, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

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

*[Signature page to Minimum Assessment Agreement – Christensen Development 1, LLC]*

(SEAL)

JASPER COUNTY, IOWA

By: \_\_\_\_\_  
Brandon Talsma, Chairperson

ATTEST:

By: \_\_\_\_\_  
Jenna Jennings, County Auditor

STATE OF IOWA                    )  
  ) SS  
COUNTY OF JASPER            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me a Notary Public in and for said State, personally appeared Brandon Talsma and Jenna Jennings, to me personally known, who being duly sworn, did say that they are the Chairperson and County Auditor, respectively, of Jasper County, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its County Board of Supervisors, and said Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

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

*[Signature page to Minimum Assessment Agreement – Jasper County, Iowa]*



**EXHIBIT F (Cont.)  
CERTIFICATION OF JASPER COUNTY ASSESSOR**

The undersigned, having reviewed the plans and specifications for the Minimum Improvements already constructed or to be constructed and the market value assigned to the land upon which the Minimum Improvements are constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Development Property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to the Minimum Improvements and the Development Property shall be fixed for assessment purposes at not less than \$7,000,000, before rollback, upon completion of the Minimum Improvements, but no later than January 1, 2026, and such minimum value shall continue through the Assessment Termination Date.

\_\_\_\_\_  
Assessor for the County of Jasper, Iowa

\_\_\_\_\_  
Date

STATE OF IOWA                    )  
  ) SS  
COUNTY OF JASPER            )

Subscribed and sworn to before me by \_\_\_\_\_, Assessor for the County of Jasper, Iowa on this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

**EXHIBIT F (cont.)**

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$ .....

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.



EXHIBIT H  
EXCERPT FROM REVISED IOWA REINVESTMENT DISTRICT PLAN

## B1 Christensen Development: Residential Adaptive Use

### B1.1 Project Overview

New, affordable, market rate apartments will be a new lessor. The project will be located within building 16 of the former Maytag Corporate campus in Newton, IA, gifted to the Des Moines Area Community College (DMACC) in November of 2016. The project will re-purpose the historic 1900s Maytag building 16 into 72 apartments. Building 50 will be used as a mechanical space for building 16.

Catalyst Development Newton, LLC will enter into a purchase agreement with DMACC to purchase the four buildings, Appendix G, Catalyst Purchase Agreement – DMACC, Christensen Development, owned by Jake Christensen, will purchase building 16 from Catalyst Development. A view of the building and an inspiration image of an apartment are shown in B2.7 Figure 4 and Figure 5.

The apartments in building 16 will bring new life and defined purpose to the former Maytag building. The apartments and the new boutique hotel presented in project 2 will provide density in population through residential and accommodations additions critical to supporting the retail, dining and entertainment destination of Legacy Plaza and the historic central business district. The contribution of this project to 18-hour vitality and economic growth will be significant. The apartments will be operated by Christensen Development as an active participant in programs and activities related to the other project elements described later in this application.

Like most rural communities, Newton's market rate housing stock is very low. In fact, Newton had no new multi-family apartments building from 2001 through 2018. Combined with more stringent financing, demand for additional rental housing is at an all-time high. This demand is across the board, from administrative level individuals wanting to live in rental housing while they "shop around" or build a new home, to the young teachers and service workers moving to a community.

Students looking to enroll in DMACC — including the Court Reporting program (the only one of its kind in Iowa), which attracts students from all over the country — find the lack of housing on campus to be a deterrent. Three-bedroom apartment units can provide affordable market rate housing to students.

Cities can't achieve economic growth without great housing. The proposed apartments would feature industrial chic design and be located within three blocks of downtown and in a vibrant pedestrian commons. The project proposes amenities and features that the modern workforce demands, typically prevalent in urban revitalization districts.

The development of market rate housing in rural communities presents significant challenges. It takes more time to fully lease up projects in small cities, lenders resist projects where comparative, historical data for market rate rentals is non-existent, population growth is flat, and construction costs are the same or higher than in urban areas. Opportunity cost, and elevated risk inherent in small communities, make equity investors harder to come by.

Newton must be competitive in housing to allow its workforce to live here rather than commute in from surrounding areas, taking their disposable income home with them. There is no shortage of good jobs in Newton, and now we need to provide good housing to accompany them.

#### *Project/Housing Note*

There is a housing-related need and opportunity not addressed in this application. The need is for affordable (LITC) housing, and the opportunity is in the single building that is left in Legacy Plaza: Building 20, Figure 6. Both the building and the availability of creative financing tools for low-income housing tax credits face significant challenges. The 1930s building is eligible for historic tax credits but the 1950s renovation left it with challenges for adaptive reuse, making it unsuitable for modern office or residential use without disturbing the façade and window cadence. This building has 90,000 square feet that could be used for housing. The complexities surrounding the building and its financing did not allow us to include the project

Exhibit H

*Execution Version*

in our application, however we are working with Sam Ericson at Community Housing Initiatives (CHI) towards amending the application at a later date to include a Building 20 affordable housing project. This application requests funds totaling 75% of the allowable 20-year sales tax amount. If 100% of the Iowa Reinvestment Act funds allowable for application were to be granted there would be enough funding to complete all of the projects outlined here and also fill the gap that historic tax credits regrettably cannot fill for Building 20, modeled after CHI's Phenix project.

CHI has found that the building's large interior spaces could be converted to offer studio space for artists, while the perimeter of the first and second stories could be repurposed into 55 apartments. By combining creative workspaces and affordable housing, CHI could offer below market rents for aspiring artists, creators, and entrepreneurs working in the community while trying to establish careers in the creative arts. This would provide extraordinary synergies with the Co-Op Marketplace and many hospitality functions proposed in this application. The hospitality industry depends on front-line, entry-level workers to make things go.

The authors of this application strongly feel that including that workforce's needs in the Legacy Plaza plan would help fulfill our goal of benefitting residents across socio-economic spectrums. The project seeks to leave no one behind, so that all can benefit from our efforts and the resources from the State of Iowa.

### B1.2 Expected Timeline

Construction work on building renovations and apartment construction will begin soon after the plan is approved with an expected start date of 1 June 2022. Construction and opening preparations will be completed in early 2<sup>nd</sup> quarter of 2023 with an expected operating start date of 1 July 2023. The construction project will include work on building 16 (Apartments), buildings 1 and 2 (Hotel and Amenities) and building 17 (Event Center). The detailed timeline for this group can be found in Appendix F, Legacy Plaza Construction Timeline.

### B1.3 Detailed Budget for the Project

Since the buildings in Legacy Plaza qualify for state and federal historic tax credits, those credits are expected to cover approximately 40% of the needed funding. The project will receive a grant in the amount of the NPV of the expected funds available from the IRA fund.

Table 5 B1 Detailed Budget

<b>Project Name: Christensen Development: Residential Adaptive Use</b>			
<b>Funding Uses</b>		<b>Funding Sources</b>	
Acquisition	\$50,000	Historic State Tax Credits	\$3,400,958
Hard Costs: Construction	\$12,522,300	Federal Historic Tax Credits	\$2,496,082
Soft Costs: Construction	\$1,112,351	Workforce Housing Tax Credit	\$540,000
Site Costs: Hard/Soft	\$236,250	NPV IRA Funding/ County Bonds	\$3,660,862
Financing Costs	\$517,420	Long Term Loan	\$5,203,718
Development Fee	\$863,299		\$
	\$		\$
	\$		\$
	\$		\$
<b>Total Project Budget</b>	<b>\$15,301,620</b>	<b>Total Funding Sources</b>	<b>\$15,301,620</b>



### B1.4 Expected Debt Associated with The Project

The project will obtain bridge loans to be paid off with the utilization of Historic and Workforce Housing Tax Credits. The balance of funds needed will be obtained through long term debt.

Table 6 B1 Debt Associated with Project

Description	Amount	Percent of Total
Bridge Loan for Historic Tax Credits	\$2,496,082	30.29%
Bridge Loan for Workforce Housing Tax Credit	\$540,000	6.55%
Long Term Debt	\$5,203,718	63.15%
	\$	0.00%
<b>Total Initial Sources</b>	<b>\$8,239,800</b>	<b>100%99.99%</b>

### B1.5 Status of Expected Financing and Financing Gap

Transformative projects in rural communities do not pencil out on their own. Buildings 1,2 and 16 have an approved National Park Service Part 1 application, Appendix I, Catalyst NPS Part 1. That National Historic Registry designation makes the project eligible for both state and federal historic tax credits, of which the 131 page narrative can be found [here](#). Our Part 1.5 meeting was held in February 2022 and Part 2 was submitted in March 2022 with approval received in October 2022. A development agreement between the county, the city, and Christensen Development approved February 7, 2022 which includes Tax Increment Financing, Hotel Motel Tax Reimbursement and a cash incentive per residential unit. A combination of cash and loan guarantees will be procured in the coming months. The IRA funding is imperative to closing the gap. Finally, an historic tax credit application was submitted on February 1, 2023.

### B1.6 Expected State Hotel/Motel and State Sales Tax Projections Over 20 Years

The 72 apartments in building 16 will not generate Hotel/Motel Tax or Taxable Sales. This project, because of its location in Legacy Plaza (Figure 3), will contribute to the district by providing needed housing and a high valued repurposing of a historic structure. The construction and operation of the apartments will also contribute to the economic impact in the form of construction jobs, operating staff and jobs related to goods and services required in operating the facility. The residents of the apartments will help drive new retail demand and development in the district.

The projected gross revenue included in estimating economic impact is included in section B1.8.2 Economic Impact Expected.

# B1.7 Visual Aids Which Enhance the Understanding of the Project

Figure 3 Location of Building 16

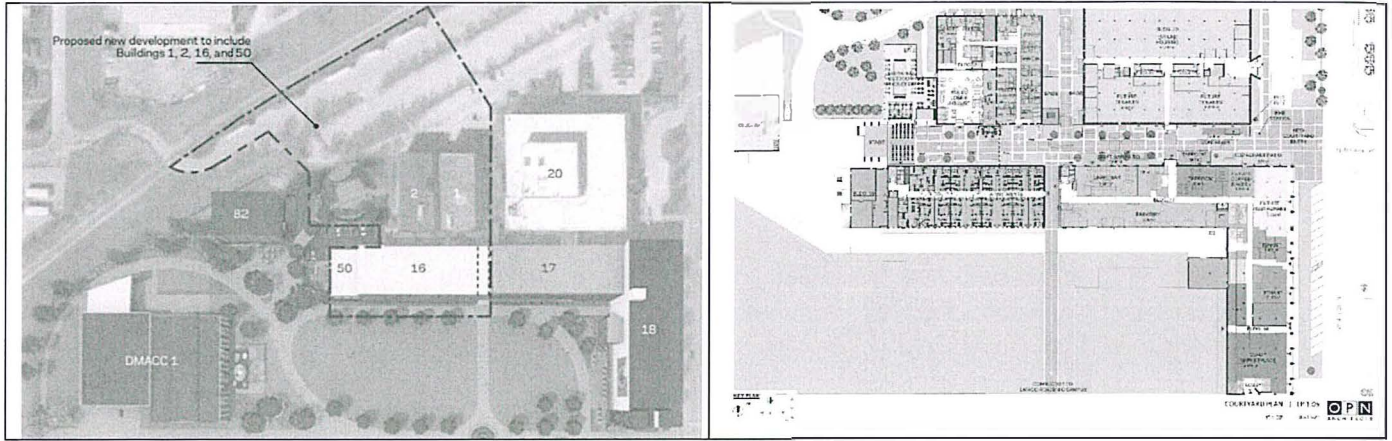


Exhibit H

Execution Version

Figure 4 Building 16



Figure 5 Inspiration Imagery Apartment



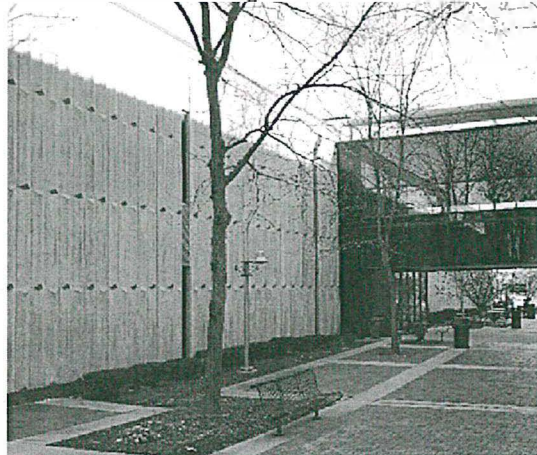
Figure 6 Building 20

Building 20 in 1935



The 1935 Office Building was east of Bld. 1 and north of 4th Avenue (now the courtyard). It was not demolished when Building 20 (Headquarters) was built but rather encapsulated within the southwest part of the new Headquarters and the interior was remodeled to blend.

Building 20 in 2021



### B1.8 Feasibility Study Conducted by Independent Professional

The feasibility study evaluates the proposed repurposing of the former Maytag building 16 into a 72-unit apartment building. Since the building is located in the historic Maytag corporate campus and listed as a contributing building, this project is eligible for Historic Tax Credits. The Maytag corporate campus was gifted to DMACC in November 2016. For additional information regarding budgetary and financial projections (as applicable) related to this project, please see Appendix O, Project Financials.

The proposed apartments are expected to begin operations in the third quarter of 2023. A pro forma statement prepared by Christensen Development was used as a starting point for developing the financial analysis model for this project. Due to the existing shortage of market rate apartments, the apartment occupancy rate starts out at 80% in 2024 and stabilizes at 90% in 2025.

**B1.8.1 Projected Annual Gross Revenues**

Due to the anticipated demand for market rate apartments an occupancy rate of 80% was used for the first six months of operation in 2024. The occupancy rate was raised to 90% for 2025 and the balance of the 20-year period. The projected total for annual gross revenues is shown in Table 7.

Table 7 Apartments Gross Revenue

Apartments - Projected Annual Gross Revenue	
Category	Gross Revenue 20-Yr Total
Apartment Rentals	
<b>Apartment Total</b>	<b>\$ 12,694,721</b>

**B1.8.2 Economic Impact Expected**

The economic impact of the Residential and Hospitality Adaptive Reuse project will be derived from construction and operations activities. Table 8 provides a summary of the economic impact in Jasper County attributed to this project. More detailed direct and indirect economic impact estimates (using the IMPLAN modeling system) for the county and State of Iowa are provided in Section C.

Table 8 Apartments - Economic Impact Summary

Christensen Apartments						
Impact Results	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Federal Taxes (\$M)	State and Local Taxes (\$M)
<b>Construction</b>	126	\$6.3	\$7.4	\$14.7	\$1.3	\$0.5
<b>Operations</b>	2	\$0.0	\$0.4	\$0.6	\$0.0	\$0.1
<b>Total</b>	<b>129</b>	<b>\$6.4</b>	<b>\$7.9</b>	<b>\$15.2</b>	<b>\$1.3</b>	<b>\$0.6</b>

**B1.8.3 Estimated Number of Visitors or Customers**

The National Multifamily Housing Council (NMHC) has published a report based on the 2019 American Community Survey, 1-year Estimates, US Census Bureau. Updated 11/2020 that includes statistics on living arrangements and the average number of members in apartment households. Using the distribution of room types and the NMHC reports, the average number of tenants occupying the apartments in Building 16 is estimated at 125. The number of visitors per week is estimated at 108 for a total of 5,616 annually and 112,320 over the 20-year period.

Table 9 Apartment Occupants and Visitors

Apartment Estimated Occupants & Visitors								
Apartments	Count	Living Arrangements	Avg Per Apt	Pct of Total	# Tenants	Apt - Members in Household	Pct of Total	# Tenants
Studio	25	Single Male	1	23%	17	1 Member	49%	35
1 Bedroom A	31	Single Female	1	27%	19	2 Members	28%	40
1 Bedroom B	2	Single Parent	2.5	10%	18	3 Members	12%	26
1 Bedroom C	5	Couple	2	17%	24	4+Members	11%	32
1 Bedroom D	4	Couple w/Children	3.5	11%	28			
2 Bedroom A	2	Roommates	2	5%	7			
2 Bedroom B	3	Other	1	6%	4			

Exhibit H

Totals	72	Est A	118	Est B	133
	125	Estimated Tenant Count (Average Est A and Est B)			
	108	Estimated Weekly Visitors to Apartments (1.5 per Apartment)			

### B1.9 Unique Characteristics of the Project

The apartment project is closely related to project B2 Hospitality Adaptive Reuse. The combination of residential and hotel mixed use so common in urban areas is unusual in small communities. Since this project and project B2 are so closely linked, the Unique Characteristics of this project are included in section B2.9 of the Hospitality project to avoid repetition of characteristics.

## B2 Christensen Development, Hospitality Adaptive Reuse

### B2.1 Project Overview

A boutique hotel, lobby bar and restaurant will be a new lessor. The project will be located within two buildings (Figure 7) of the former Maytag Corporate campus in Newton, IA, gifted to the Des Moines Area Community College (DMACC) in November of 2016. The project will re-purpose the historic 1900s Maytag buildings 1 and 2 into a 58-room boutique hotel.

Christensen Development will enter into a purchase agreement with DMACC to purchase the four buildings, Appendix G, Purchase Agreement – DMACC.

Catalyst Development Newton, LLC is owned by developer Angela Harrington (Hotel Grinnell and The Highlander Hotel) and will operate the Boutique Hotel.

Catalyst Development will also lease the event center in building 17 from DMACC. The boutique hotel, and event center project will bring new life and defined purpose to the former Maytag buildings. This project along with the nearby apartments provide density in population through residential and accommodations additions critical to supporting the retail, dining and entertainment destination of Legacy Plaza and the historic central business district. The contribution of this project to 18-hour vitality and economic growth will be significant.

The apartments, boutique hotel, and event center will all be operated by Catalyst Project Management Appendix H, Catalyst Project Management Overview allowing the buildings' core functions to compliment and support each other, while also benefiting from economies of scale and efficient operations.

### B2.2 Expected Timeline

Construction work on building renovations, hotel and amenities construction will begin soon after the plan is approved with an expected start date of October 1, 2023. Construction and opening preparations will be completed in 2<sup>nd</sup> and 3<sup>rd</sup> quarter of 2024 with an expected operating start date of October 1, 2024. The construction project will include work on building 16 (Apartments), buildings 1 and 2 (Hotel and Amenities) and building 17 (Legacy Ballroom/event center). The detailed timeline for this group can be found in Appendix F, Legacy Plaza Construction Timeline.

### B2.3 Detailed Budget for the Project

Since the buildings in Legacy Plaza qualify for state and federal historic tax credits, those credits are expected to cover approximately 33% of the needed funding. The project will receive a grant in the amount of the NPV of the expected funds available from the IRA fund.

Table 10 B2 Detailed Budget

Project Christensen Development, Hospitality Adaptive Reuse			
Funding Uses		Funding Sources	
Acquisition Costs	\$50,000	NPV IRA Funds/County Bonds	\$3,660,862
<b>Construction Hard Costs</b>		Tax Increment Financing	\$1,265,000
General Requirements	\$379,908	Loan on Hotel Motel Tax	\$1,011,249
Construction Mgmt. Fee	\$351,775	Historic Tax Credits	\$4,534,441
Construction & Finishes	\$3,946,419	Investor Cash & Deferred Development Fee	\$235,460
Electrical & Data	\$1,317,692	Long Term Debt	\$3,039,138
Fire Sprinklers	\$83,658		\$
Plumbing & HVAC	\$2,649,045		\$
Contingency	\$417,653		\$
<b>Soft Costs</b>			\$
Architect & Engineering	\$450,000		\$
Misc Consultants & Legal	\$100,000		\$
Interest Reserve	\$750,000		\$
Developer Fee	\$750,000		\$
<b>Furniture, Fixtures &amp; Equipment</b>			\$
Hotel Guestrooms	\$1,000,000		\$
Lobby Bar, Patio & Pantry	\$500,000		\$
<b>Pre-Opening &amp; Working Capital</b>			\$
Opening Linens & Supplies	\$500,000		\$
Cash Reserve & Working Capital	\$500,000		\$
<b>Total Project Budget</b>	<b>\$13,746,150</b>	<b>Total Funding Sources</b>	<b>\$13,746,150</b>

### B2.4 Expected Debt Associated with The Project

Catalyst Development Newton will secure a combination of short-term construction bridge financing, equity investors and long-term debt. We have budgeted interest appropriately for the bridge financing this project will require.

Table 11 B2 Debt Associated with Project

Description	Amount	Percent of Total
Loan on Hotel/Motel Tax Payment from City	\$1,011,249	24.97%
Long-Term Debt	\$3,039,138	75.03%
	\$0	0.00%
	\$0	0.00%
<b>Total Initial Sources</b>	<b>\$4,050,387</b>	<b>100.00%</b>

Exhibit H

## B2.5 Status of Expected Financing and Financing Gap

As mentioned in section B1.5, Buildings 1, 2 and 16 have an approved National Park Service Part 1 and Part 2 application, Appendix I, Catalyst NPS Part 1 and Part 2. A development agreement between the county, city and Christensen Development was approved and includes Tax Increment Financing and Hotel Motel Tax Reimbursement. A combination of cash and loan guarantees will be procured in the coming months. The IRA funding is imperative to closing the gap.

## B2.6 Expected State Hotel/Motel and State Sales Tax Projections Over 20 Years

Operations of the hotel are expected to generate \$56 million in taxable receipts, Table 12. Since the Legacy Ballroom included in project B3 will be leased to Catalyst Development, the taxable receipts for food and beverage sales will be reported by Catalyst.

Table 12 Projected IRA Deposits

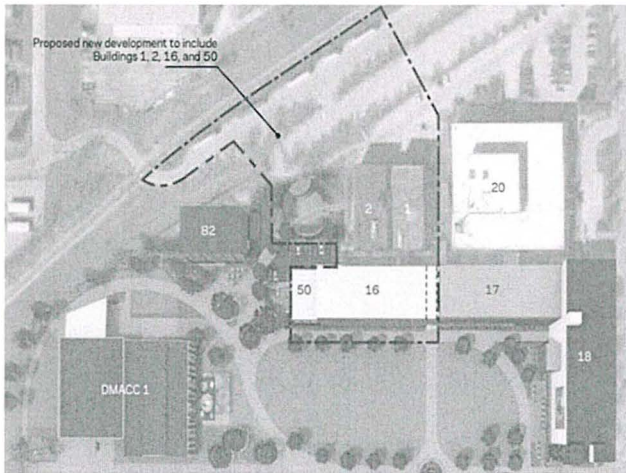
<b>Hotel/Motel Tax and State Sales Tax Projections</b>			
<b>Category</b>	<b>Estimated Receipts</b>	<b>Projected Tax Receipts</b>	<b>Projected IRA Deposits</b>
<b>Hotel/Motel Tax</b>	\$38,730,666	\$2,711,147	\$1,936,533
<b>Retail Sales Tax</b>	\$17,430,155	\$1,220,111	\$697,206
<b>Total</b>	<b>\$56,160,821</b>	<b>\$3,931,257</b>	<b>\$2,633,739</b>

Source: Newton District Application Supporting Data

## B2.7 Visual Aids Which Enhance the Understanding of the Project

Great boutique hotels take on a neighborhood gateway role, where creative guest journeys -- built on novel and regionally relevant experiences -- take center stage. A demand for select service, and how well the property tells its story, provide compelling reasons for guest stays.

Figure 7 Maytag Complex - Buildings 1 & 2



Located in two original Maytag facilities on the National Historic Register of Places, the venue, artwork, decor and exhibits will showcase the iconic Iowa story of Maytag innovation. It will also serve as a base of operations for visitors exploring the historic town of Newton.

Exhibit H

Execution Version

The hotel will encompass 58 guest rooms. Because of the building's depth and window cadence, each hotel room (Figure 8) will be large enough to be outfitted with larger bathrooms and kitchenettes so as to double as extended stay accommodations, filling two market needs: temporary housing for a transient workforce, as well as overnight accommodations for leisure guests.

Figure 8 Inspiration: Hotel Guest Room

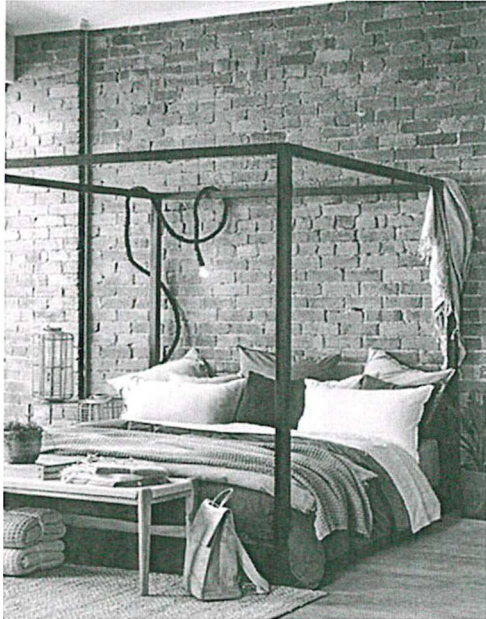


Figure 9 Inspiration: Lobby Bar



This unique destination hotel will fill unmet needs in the marketplace for upscale lodging. 37% of travelers stay in properties above mid-scale. Newton is completely missing out on those travelers, losing them to Des Moines. Not one of Newton's hotels is rated above 2.5 (out of 5) stars. As such, this hotel will be the only accommodations product in the market above mid-scale, facilitating higher average daily rates to offset lower occupancy common in small cities.

As exemplified in Grinnell, IA, the addition of an upscale boutique hotel, like the one proposed here, generated an increase in hotel-motel sales tax revenue equal to that generated by the new hotel. In other words, the upscale hotel generated business from a new audience, without cannibalizing demand for existing properties. The demand existed but upscale travelers opted to stay in Des Moines until Hotel Grinnell was built.

A variety of accommodations is vitally important to a city's capacity to draw visitors. Downtown Newton experienced very little economic impact from the addition of the Iowa Speedway. A unique destination hotel downtown will help correct that unfortunate reality. Barriers to entry into the upscale lodging market in small cities are extraordinarily high. Development incentives like historic tax credits and the Iowa Reinvestment Act mitigate some of the risk inherent to above mid-scale hotel development in a small city like Newton.

A chic lobby bar (Figure 9) is a critical amenity for an upscale hotel. Revenue-producing lobbies and patios differentiate the product from its competition in hospitality. And modern consumers are using hotels differently.

According to author David Brooks, "They bring their laptops down to the lobby rather than working in their rooms and fewer people bother to unpack their bags. Therefore, room desks and closets are less important, but having a happening lobby scene is more important." ("Quest for 'experiences' reshapes hotel landscape", *The New York Times*, 1/6/2014)

The hotel restaurant will be open for breakfast, lunch and dinner continuously from 7am until 10pm-7 days a week. The menu will be a very portable, globally inspired food truck menu that can be enjoyed in the commons/greenspace or delivered to a hotel guest room, apartment or one of the many business tenants on campus. Every effort will be taken to offer goods developed by DMACC culinary students. The restaurant will feature signature craft cocktails as well as a wide selection of beer and wine creating an upscale venue.

## Exhibit H

*Execution Version*



There is no upscale cocktail restaurant or bar in Newton. A variety of food and beverage offerings is vital for attracting and retaining residents, the local workforce, and visitors from outside the community.

The lobby bar's décor will feature vintage industrial design, with splashes of color in fabrics and wallcoverings to compliment the original brick walls and wood floors of the historic factory. Subtle nods to the building's history will be present on the menu and throughout the hotel with other printed collateral.

The lobby bar will connect Legacy residents, Plaza workforce, locals and visitors alike.

## B2.8 Feasibility Study Conducted by Independent Professional

The feasibility study evaluates the proposed repurposing of the former Maytag building into a 58-room boutique hotel. Since the building is located in the historic Maytag corporate campus and listed as a contributing building, this project is eligible for Historic Tax Credits. The Maytag corporate campus was gifted to DMACC in November 2016. For additional information regarding budgetary and financial projects (as applicable) related to this project, please see Appendix O, Project Financials.

The proposed boutique hotel, events center, and apartments are expected to begin operations in the third quarter of 2024. A pro forma statement prepared by Catalyst Newton Development LLC was used as a starting point for developing the financial analysis model for this project. The initial hotel occupancy rate was set at 30% in 2024 and gradually increases to 54% in 2043. This is a conservative projection and, barring unforeseen circumstances, the occupancy rate could be higher after startup.

### B2.8.1 Projected Annual Gross Revenues

Figure 10 summarizes the new hotel, and leased event center's projected gross revenue for the project period. The average annual gross revenue is projected to be \$2.9 million. Except for Bar/Patio/Auxiliary, event center sales will be purchased wholesale from vendors and billed with retail sales tax by the hotel. Ballroom rental is not included among taxable receipts. The Gross Revenue total includes years 2024 through 2044.

Figure 10 Catalyst Projected Gross Revenue

<b>Projected Annual Gross Revenue</b>	
<b>Category</b>	<b>Gross Revenue 20-Yr Total</b>
<i><b>Boutique Hotel</b></i>	
Room Rental	\$ 38,730,666
Bar/Patio/Auxiliary	\$ 10,461,064
<b>Boutique Hotel Total</b>	<b>\$ 49,191,730</b>
<i><b>Event Center</b></i>	
Ballroom Rental	\$ 3,484,545
Food, Beverage, and Other Event Sales	\$ 6,969,090
<b>Total Event Center</b>	<b>\$ 10,453,636</b>
<b>Grand Total</b>	<b>\$ 59,645,366</b>

### B2.8.2 Economic Impact Expected

The economic impact of the Residential and Hospitality Adaptive Reuse project will be derived from construction and operations activities. Figure 11 provides a summary of the economic impact in Jasper County attributed to this project. More detailed direct and indirect economic impact estimates (using the IMPLAN modeling system) for the county and State of Iowa are provided in Section C.

Figure 11 Catalyst Hotel Economic Impact

Catalyst Hotel						
Impact Results	Employment	Labor Income (\$M)	Value-Added (\$M)	Sales (\$M)	Federal Taxes (\$M)	State and Local Taxes (\$M)
<b>Construction</b>	235	\$11.8	\$14.1	\$19.8	\$2.4	\$0.7
<b>Operations</b>	30	\$0.7	\$1.2	\$2.7	\$0.2	\$0.2
<b>Total</b>	<b>266</b>	<b>\$12.5</b>	<b>\$15.3</b>	<b>\$22.5</b>	<b>\$2.5</b>	<b>\$1.0</b>

**B2.8.3 Estimated Number of Visitors or Customers**

The Boutique Hotel and Event Center will draw visitors to the community through its lodging services and hosted events. According to a 2014 summary report produced by the American Hotel & Lodging Association (AHLA), 41% of lodging customers traveled for business and 59% traveled for leisure. The typical business stay is one person, and the typical leisure stay is two persons. Using projected occupancy rates, a total of 194,764 rooms will be rented during the project period. Figure 12 shows the estimated number of lodging visitors based on the above criteria.

Figure 12 Projected Hotel Visitors

Estimated Hotel Visitors		
	Room Nights Rented	Number of Lodging Visitors
<b>Business Travel</b>	79,853	79,853
<b>Leisure Travel</b>	114,911	229,822
<b>Total</b>	<b>194,764</b>	<b>309,675</b>

Estimates for utilization of the Events Center are based on actual experience reported by a similar facility located in Grinnell, IA. provides a breakdown of the expected number of events per year and the total number of events throughout the project period. The average expected attendance per event is 250 visitors and the project period is 2022 to 2042.

Figure 13 Projected Event Center Visitors

Legacy Ballroom Events Center Projections			
Average Annual Visitors		Project Period Visitors	
<b>Average Number of Events</b>	76	<b>Total Number of Events</b>	1,515
<b>Attendance per Event</b>	250	<b>Attendance per Event</b>	250
<b>Average Annual Visitors</b>	18,938	<b>Total Visitors</b>	378,750

**B2.9 Unique Characteristics of the Project**

- **Impact.** Together, the hotel project and project B1 apartment project brings a necessary built-in customer base with disposable income to support businesses on Main Street and those proposed for Legacy Commons. An upscale hotel, walkable to goods and services, serves as an economic engine and brings 18-hour vitality and affluent guests to the small city of Newton. The hotel will serve as a base camp for visitors exploring Newton. Great hospitality teams serve as true community ambassadors and curators of local experiences. How visitors feel about a community they visit is most influenced by where they stay overnight. A hotel that celebrates where it is in the world and one which core values lie in active community stewardship is critical in destination making.
- **Innovation.** The project creatively uses existing community assets in the adaptive re-use of three historic buildings and will be the only hotel in Iowa with origins as a factory and offer the only authentically industrial chic event venue of its size in Iowa. The adaptive reuse and historic preservation on this scale is unheard of in a rural community. Located in three original Maytag facilities on the National Historic Register of Places, the venue, artwork, decor and exhibits will showcase

the iconic Iowa story of Maytag and specifically how Iowa appliance innovation changed modern American life, especially for women.

- Diversity. The project is the only rural example in Iowa of mixed use residential and hotel, with residents enjoying the amenities of a hotel and hotel visitors being part of an authentic local experience. The combination of residential and hotel mixed use, so common in urban areas, is unusual in small communities. Together, they provide a critical mass in business and diversity in revenue models. The housing component meets the needs of Newton's workforce and prospective DMACC students, especially those ineligible for rent restricted low- and moderate-income housing programs. Creatively combining economic development incentives allows for affordable market rate housing. Affordable housing allows our community college, our businesses and our city to grow.

Collaboration. The lobby bar affords the DMACC Baking and Pastry Arts program a 24-7 venue by which to sell and showcase their products. The hotel and events operations will use student interns from DMACC's Hospitality Business and Hotel/Restaurant Management program. DMACC's Building Trades/Finish Carpentry, Welding and Electrical Construction Trades programs will be engaged during construction for earn to learn opportunities. Des Moines Area Community College, the City of Newton, Catalyst and Christensen are committed to pooling resources to effectively market Newton as a destination.

**EXHIBIT I**  
**STATE DOWNTOWN HOUSING GRANT AGREEMENT**

**GRANT AGREEMENT BETWEEN**  
**THE IOWA ECONOMIC DEVELOPMENT AUTHORITY**  
**AND**  
**CITY OF NEWTON**

AWARD NO.: 22-ARPDH-041  
AWARD AMOUNT: \$600,000  
TERM OF AGREEMENT: June 14, 2022 – June 14, 2024

THIS Grant Agreement ("Grant Agreement") is between Iowa Economic Development Authority ("Authority") and "City of Newton" ("Subrecipient").

**AWARD IDENTIFICATION**

SUBRECIPIENT NAME: City of Newton  
SUBRECIPIENT LEGAL ENTITY NAME: City of Newton  
SUBRECIPIENT ADDRESS: 101 West 4th Street South  
CITY, STATE, ZIP: Newton, Iowa 50208  
SUBRECIPIENT UEI NUMBER: NN8PPN7EH7L7  
FEDERAL AWARD IDENTIFICATION NUMBER: SLFRP4374  
FEDERAL AWARD DATE: July 9, 2021  
GRANT PERFORMANCE START DATE: June 14, 2022  
GRANT PERFORMANCE END DATE: September 30, 2026  
AMOUNT OF FEDERAL FUNDS OBLIGATED: \$600,000  
FEDERAL GRANT PROJECT DESCRIPTION: Coronavirus State and Local Fiscal Recovery Funds  
NAME OF FEDERAL AWARDCING AGENCY: US Department of Treasury  
NAME OF PASS-THROUGH ENTITY: Iowa Economic Development Authority  
ADDRESS OF PASS-THROUGH ENTITY: 1963 Bell Avenue, Ste 200, Des Moines, IA 50315  
AUTHORITY CONTACT INFORMATION: Nick Sorensen, 515.348.6182  
ASSISTANCE LISTING NUMBER: 21.027 – Coronavirus State and Local Fiscal Recovery Funds  
FEDERAL AWARD AMOUNT AVAILABLE: \$20,000,000.00  
IS THIS AWARD R & D: No

**ARTICLE 1 - FUNDING**

**1.1 FUNDING SOURCE**

The funding source for the Grant shall be funds allocated to the State of Iowa pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("the Act"), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act ("SLFRF").

**1.2 MAXIMUM PAYMENTS**

It is expressly understood and agreed that the maximum amount to be paid to the Subrecipient by the Authority under this Grant Agreement shall not exceed the AMOUNT OF FEDERAL FUNDS OBLIGATED specified in the above caption, in the aggregate, unless modified in writing and fully executed by the Parties hereto.

1

Exhibit I-1

*Execution Version*

### **1.3 FAILURE TO RECEIVE GRANT FUNDS**

The Authority shall be obligated to provide said funds to the Subrecipient only on the condition that grant funds shall be available from Treasury. Failure of the Authority to receive grant funds shall cause this Grant Agreement to be terminated.

## **ARTICLE 2 - USE OF FUNDS**

### **2.1 GENERAL**

The Subrecipient has applied for and was awarded a Downtown Housing Grant for a project located at 403 W 4th St N, Newton, Iowa 50208 (the "Project"). The Downtown Housing Grant Application, including all documents attached to or incorporated into the Grant Application (the "Application"), submitted to the Authority by the Subrecipient is incorporated herein as Exhibit A. The Subrecipient shall perform in a satisfactory and proper manner, as determined by the Authority. The use of funds shall be in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement.

### **2.2 BUDGET**

Changes from the approved budget detailed in Exhibit A must be requested by the Subrecipient and may be authorized by the Authority. Such requests must be made in advance of expenditure.

## **ARTICLE 3 – CONDITIONS TO DISBURSEMENT OF FUNDS**

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Subrecipient any amounts under this Grant Agreement:

### **3.1 GRANT AGREEMENT EXECUTED**

This Grant Agreement shall be properly executed and, where required, acknowledged, by the Authority and the Subrecipient.

### **3.2 DOCUMENTATION REQUIRED FOR PAYMENT**

Sub-Grant funds cannot be paid in advance of expenditure. The Subrecipient shall expend monies only on eligible costs and shall submit reimbursement (draw) requests for payment to the Authority through IowaGrants.Gov. The Subrecipient shall submit the first draw request when it has expended Sixty Percent (60%) of the Sub-Grant amount and the required 25% minimum match requirement. The Subrecipient shall submit the final draw request for Forty Percent (40%) of the Sub-Grant amount upon substantial completion of project as determined by IEDA and the remaining match indicated in Exhibit A. The following shall accompany all draw requests:

- 3.2.1 A Draw Request Reimbursement Form (form prescribed by the Authority).
- 3.2.2 A Draw Request Itemization (form prescribed by the Authority) that lists all expenditures submitted for reimbursement.
- 3.2.3 Documentation that the Project has a developer loan, developer cash contribution, or deferred developer fee that totals at least 25% of the award amount developer fee.
- 3.2.4 The Authority reserves the right to request additional documentation relating to expenditures to be reimbursed, including but not limited to the following:
  - 3.2.4.1 Copies of cancelled checks, invoices, receipts, staff time tracking, or payrolls. Documentation must be organized in the same order as the itemized listing of expenditures.
  - 3.2.4.2 Data completion or similar reports generated from the approved HMIS or DVIMS system.
  - 3.2.4.3 Development Agreement between City of Newton and Project Developer

**3.3 DEADLINE FOR FINAL DRAW REQUEST**

The Subrecipient shall submit draw requests, complete the construction free of liens, and have closed the permanent financing by no later than the final reimbursement deadline, September 30, 2025. Failure to request disbursement of all Grant funds by that date may result in forfeiture of the Grant and repayment of all funds disbursed to the Subrecipient. IEDA is under no obligation to disburse funds to the Subrecipient if the final draw request is submitted after September 30, 2025.

**3.4 IOWAGRANTS.GOV.**

"IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows a Recipient to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at [www.iowaGrants.gov](http://www.iowaGrants.gov). The IEDA reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Agreement, including but not limited to, requests for disbursement.

**ARTICLE 4 – REPRESENTATIONS AND WARRANTIES OF SUBRECIPIENT**

The Subrecipient represents, covenants, and warrants that:

**4.1 AUTHORITY**

The Subrecipient is an entity organized in Iowa or organized in another state and authorized to do business in Iowa and duly authorized and empowered to execute and deliver this Grant Agreement. All required actions on the Subrecipient's part, such as appropriate resolution of its governing board for the execution and delivery of this Grant Agreement, have been effectively taken.

**4.2 USE OF FUNDS**

The Subrecipient will use the Grant Funds to construct and equip the Project in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement. The Participant will use the Grant for no other purpose.

**4.3 FINANCIAL INFORMATION**

All financial statements and related materials concerning the Grant provided to the Authority in the Application are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the date of the statements and related materials, and no material adverse change has occurred since that date.

**4.4 APPLICATION**

The contents of the Application were a complete and accurate representation of the Project as of the date of submission, and there has been no material adverse change in the organization, operation, or key personnel of the Subrecipient since the date the Subrecipient submitted its Application that have not been communicated to the Authority.

**4.5 CLAIMS AND PROCEEDINGS**

There are no actions, lawsuits or proceedings pending or, to the knowledge of the Subrecipient, threatened against the Subrecipient affecting in any manner whatsoever their rights to execute this Grant Agreement, or to otherwise comply with the obligations of this Grant Agreement. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Subrecipient, threatened against or affecting the Subrecipient.

**4.6 PRIOR AGREEMENTS**

The Subrecipient has not entered into any verbal or written agreements or arrangements of any kind which are inconsistent with this Grant Agreement.

#### 4.7 TERM OF AGREEMENT

The covenants, warranties and representations made by the Subrecipient in this Grant Agreement are true and binding as of the date on which the Subrecipient executed this Grant Agreement. The covenants, warranties and representations of this Article shall be deemed to be renewed and restated by the Subrecipient as of the Effective Date of this Grant Agreement and at the time of disbursement of funds.

### ARTICLE 5 – AFFIRMATIVE COVENANTS OF THE SUBRECIPIENT

For the duration of this Grant Agreement, the Subrecipient covenants with the Authority that:

#### 5.1 WORK AND SERVICES

The Subrecipient shall perform work and services as described in Exhibit A.

#### 5.2 APPLICABLE LAWS, GUIDANCE, RULES AND REGULATIONS

The Subrecipient acknowledges the applicability of federal laws, guidance, rules and regulations to the award and Grant, including but not limited to the Act; Section 602(c) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 2 CFR 200 and all appendices thereto, the Final Rules, and all rules and regulations described in U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; and all applicable Treasury or other federal guidance. The Subrecipient agrees to comply with all applicable laws, guidance, rules and regulations.

#### 5.3 REPORTING

5.3.1 *Quarterly Reporting.* The Subrecipient agrees to comply with any and all reporting obligations established by Treasury and/or by the Authority as related to this the award and this Grant, including providing information and data required by the Authority once each quarter of the calendar year during the duration of this Grant Agreement. The report for each prior Calendar Year quarter shall be due on the 10<sup>th</sup> day of January, April, July, and October or as otherwise directed by IFA. Reporting shall include, but shall not be limited to, photographs documenting progress toward project completion, collection of Key Performance Indicators, and narrative descriptions of project impact.

5.3.2 *Public Disclosure.* The Subrecipient acknowledges that any information reported may be subject to public disclosure.

#### 5.4 RECORDS

The Subrecipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Sub-Grant Agreement in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Sub-Grant Agreement. The Subrecipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Sub-Grant Agreement and shall maintain these materials for a period of five years beyond the end date of the Sub-Grant Agreement or



December 31, 2032, whichever is later. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

#### **5.5 ACCESS TO RECORDS/INSPECTIONS**

The Subrecipient shall permit and allow the Authority, its representatives, representatives of Treasury, and/or Iowa's Auditor of State to access and examine, audit and/or copy the following, wherever located: any plans and work details pertaining to the Grant; all of the Subrecipient's books, records, policies, client files, and account records; all other documentation or materials related to this Grant Agreement; and any facility used to carry out the Grant. The Subrecipient shall provide proper facilities for making such examination and/or inspection of the above-mentioned records and documentation. The Subrecipient shall not impose a charge for audit or examination of the Subrecipient's information and facilities.

#### **5.6 USE OF GRANT FUNDS/TIMEFRAMES**

5.6.1. The Subrecipient shall expend funds received under this Grant Agreement only for the purposes and activities necessary to complete the Project and as otherwise approved by the Authority and subject to ARTICLE 2 - USE OF FUNDS herein.

5.6.2 Project construction shall commence no later than 6 months after award date.

5.6.3 The Subrecipient acknowledges and agrees that funds for this Grant are provided by the State and Local Fiscal Recovery Fund (SLFRF), part of the American Rescue Plan. SLFRF requires that all costs be incurred during the period beginning March 3, 2021 and ending December 31, 2024. Therefore, costs incurred prior to March 3, 2021 and after December 31, 2024 are not eligible uses of these funds. The period of performance for SLFRF funds runs until December 31, 2026, which will provide the Subrecipient an additional two years during which they may expend funds for costs incurred (i.e., obligated) by December 31, 2024. Any Grant funds not obligated or expended within these timeframes must be returned to the State. The Subrecipient acknowledges and agrees that it will be held accountable to these funding timeframes.

#### **5.7 NOTICE OF PROCEEDINGS**

The Subrecipient shall notify the Authority within 30 days of the initiation of any claims, lawsuits or proceedings brought against the Subrecipient.

#### **5.8 NOTICES TO THE AUTHORITY**

In the event the Subrecipient becomes aware of any material alteration in the Grant, initiation of any investigation or proceeding involving the Grant, or any other similar occurrence, the Subrecipient shall promptly notify the Authority.

## 5.9 CONFLICT OF INTEREST

- 5.9.1 *Conflict of Interest Policies.* The Subrecipient shall have and follow written conflict of interest policies that conform to 2 CFR 200.112 and 200.318. Written policies must be established that govern conflicts of interest and for federal awards. Any potential conflicts of interest must be disclosed in writing to the Authority.
- 5.9.2 *Individual Conflicts of Interest.* For the procurement of goods and services, the Subrecipient and its contractors must comply with the codes of conduct and conflict of interest requirements under 2 CFR Part 200. For all transactions and activities, the following restrictions apply:
- 5.9.2.1 *Conflicts Prohibited.* No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the Project, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the Project, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.
- 5.9.2.2 *Persons Covered.* The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient.

## 5.10 CONFIDENTIALITY OF RECORDS AND INFORMATION

To the extent necessary to carry out its responsibilities under this Grant Agreement, the Subrecipient's employees, agents, contractors and subcontractors and employees of contractors or subcontractors shall have access to data and information, including Personally Identifiable Information ("PII") and other private and confidential information. The PII and other private and confidential information shall remain the property of the Subrecipient at all times. All parties must use PII data protection best practices including password protection of documents, encryption at rest and post-use deletion. No information or data collected, maintained, or used in the course of performance of this Grant Agreement, including but not limited to PII or other private or confidential information, shall be disseminated by the Subrecipient or the Subrecipient's employees, agents, contractors, or subcontractors or any contractor's or subcontractor's employees, except as authorized by law or as required for the performance of this Grant Agreement.

## 5.11 CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

The Subrecipient certifies, to the best of their knowledge and belief, that:

- 5.11.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any federal Grant agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Grant agreement, grant, loan, or cooperative agreement.

- 5.11.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Grant Agreement, the Subrecipient shall complete and submit to the Authority, "Disclosure of Lobbying Activities" form as approved by the Office of Management and Budget.
- 5.11.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

#### 5.15 PROGRAM CERTIFICATIONS

The Subrecipient certifies and assures that the Grant will be conducted and administered in compliance with all applicable federal and state laws, rules, ordinances, regulations, guidance, and orders. The Subrecipient certifies and assures compliance with the applicable orders, laws, rules, regulations, and guidance, including but not limited to, the following:

- 5.15.1 *Confidentiality.* The Subrecipient will implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

In connection with the above certification, the Subrecipient shall develop and implement written procedures to ensure that all records containing PII of any individual or family, who applies for and/or receives assistance, will be kept secure and confidential.

- 5.15.2 *Involvement of Homeless Individuals.* To the maximum extent possible, the Subrecipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted, in providing services assisted, and in providing services for occupants of facilities assisted.
- 5.15.3 *Participation in Fair Housing Practices.* The Subrecipient will follow fair housing practices that conform to Iowa Code 216.8, Unfair or Discriminatory Practices – Housing.
- 5.15.4 *Contractor Eligibility.* The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. The Excluded Parties List System can be found at <https://www.sam.gov/>.

5.15.5 *Subrecipient Integrity and Performance Matters.* The Subrecipient shall comply with the requirements in Appendix XII to 2 CFR Part 200 – Award Term and Condition for Subrecipient Integrity and Performance Matters. This pertains to information and reporting in the federal System for Award Management (SAM) for agencies with more than \$10,000,000 in currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies.

#### 5.16 DOCUMENTATION AND SIGNAGE.

The Subrecipient shall ensure that all documentation, publications and signage produced with Grant funds regarding the Project shall include the following: *This project is being supported, in whole or in part, by federal award number 21.027 to the State of Iowa by the U.S. Department of the Treasury.*

#### **ARTICLE 6 – NEGATIVE COVENANT OF THE SUBRECIPIENT**

The Subrecipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly assign its rights and responsibilities under this Grant Agreement or discontinue administration activities under this Grant Agreement.

#### **ARTICLE 7 – DEFAULT AND REMEDIES**

##### 7.1 EVENTS OF DEFAULT

The following shall constitute Events of Default under this Grant Agreement:

- 7.1.1 *Material Misrepresentation.* If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of the Subrecipient in connection with this Grant Agreement or to induce the Authority to make a subaward to the Subrecipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within 30 days after written notice by the Authority is given to the Subrecipient.
- 7.1.2 *Noncompliance.* If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Grant Agreement.
- 7.1.3 *Misspending.* If the Subrecipient expends grant proceeds for purposes not described in the Proposal, this Grant Agreement, or as authorized by the Authority.
- 7.1.4 *Lack of Capacity.* If the Subrecipient demonstrates a lack of capacity to carry out the approved activities and services in a timely manner and with the funds granted, at the sole discretion of the Authority.
- 7.1.5 *Abandonment.* If the Subrecipient abandons any activities or services assisted under this Grant Agreement.

7.1.6 *Failure to Comply with Laws.* If the Subrecipient has failed to ensure compliance with any state or federal laws, rules, regulations, guidance or orders.

## 7.2 NOTICE OF DEFAULT

The Authority shall issue a written notice of default providing therein a 15-day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

## 7.3 REMEDIES UPON DEFAULT

If, after opportunity to cure, the default remains, the Authority shall have the right, in addition to any rights and remedies available by law, to do one or more of the following:

- 7.3.1 Reduce the level of funds the Subrecipient would otherwise be entitled to receive under this Grant Agreement;
- 7.3.2 Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Grant Agreement; and
- 7.3.3 Refuse or condition any future disbursements upon conditions specified in writing by the Authority.

## ARTICLE 8 – GENERAL PROVISIONS

### 8.1 AMENDMENT

- 8.1.1 *Writing Required.* This Grant Agreement may only be amended by means of a writing properly executed by the Parties. Examples of situations where amendments are required include extensions for completion of Grant activities, changes to the Grant including, but not limited to, alteration of existing approved activities or inclusion of new activities.
- 8.41.2 *Unilateral Modification.* Notwithstanding subsection 8.1.1 above, the Authority may unilaterally modify this Grant Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules, guidance, orders, or policies. A copy of such unilateral modification will be given to the Subrecipient as an amendment to this Grant Agreement.
- 8.41.3 *The Authority Review.* The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the original funding decision.

### 8.42 AUDIT REQUIREMENTS AND CLOSEOUT OF AWARD

The Subrecipient shall adhere to the following audit requirements:

- 8.2.1 *Single Audit Not Required Form.* A “Single Audit Not Required” form must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends less than \$750,000 in federal funds.

- 8.2.2 *Single Audit.* An audit must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends \$750,000 or more in federal funds. If the Subrecipient, in accordance with 2 CFR Part 200, is required to complete a Single Audit, the Subrecipient shall ensure that the audit is performed in accordance with 2 CFR Part 200, as applicable. The completed audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after the receipt of the auditor's report, or nine months after the end of the organization's fiscal year.
- 8.2.3 *Closeout.* The Subrecipient agrees to provide all reports and documents as requested to the Authority. If an audit is required per 8.2.2 above, the Subrecipient shall submit a copy of the completed audit to the Authority within the same time frame it is submitted to the Federal Audit Clearinghouse.

### 8.3 UNALLOWABLE COSTS

If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable or which may be disallowed by this Grant Agreement, by the State of Iowa, or Treasury, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid under this Grant Agreement are unallowable, the expenditures will be disallowed and the Subrecipient shall repay to the Authority any and all disallowed costs.

### 8.4 SUSPENSION

When the Subrecipient has failed to comply with this Grant Agreement, the Authority may, on reasonable notice to the Subrecipient, suspend this Grant Agreement and withhold future payments. Suspension may continue until the Subrecipient completes the corrective action as required by the Authority.

### 8.5 TERMINATION

- 8.5.1 *For Cause.* The Authority may terminate this Grant Agreement in whole, or in part, whenever the Authority determines that the Subrecipient has failed to comply with the terms and conditions of this Grant Agreement.
- 8.5.2 *For Convenience.* The Authority may terminate this Grant Agreement in whole, or in part, when it determines that the continuation of the Grant would not produce beneficial results commensurate with the future disbursement of funds.
- 8.5.3 *Due to Reduction or Termination of Funding.* At the discretion of the Authority, this Grant Agreement may be terminated in whole, or in part, if there is a reduction or termination of funds provided to the Authority.

## **8.6 PROCEDURES UPON TERMINATION**

- 8.6.1 *Notice.* The Authority shall provide written notice to the Subrecipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved budget. The Subrecipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of non-cancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs, subject to Article 5.5.2 herein.
- 8.6.2 *Rights in Products.* All finished and unfinished documents, data, reports or other material prepared by the Subrecipient under this Grant Agreement shall, at the Authority's option, become the property of the Authority.
- 8.6.3 *Return of Funds.* Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within 30 days of the disallowance.

## **8.7 ENFORCEMENT EXPENSES**

The Subrecipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of the Authority's attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Grant Agreement.

## **8.8 INDEMNIFICATION**

The Subrecipient shall indemnify and hold harmless the State of Iowa, the Authority, and its officers and employees from and against any and all losses, accruing or resulting from any and all claims by subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subrecipient in the performance of this Grant Agreement.

## **ARTICLE 9 – MISCELLANEOUS**

### **9.1 BINDING EFFECT**

This Grant Agreement shall be binding upon and shall inure to the benefit of the Authority and Subrecipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the Parties to this Grant Agreement.

## **9.2 SURVIVAL OF GRANT AGREEMENT**

If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force until the Grant is completed as determined by the Authority or as otherwise provided herein.

## **9.3 GOVERNING LAW**

This Grant Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to this Grant Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

## **9.4 WAIVERS**

No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

## **9.5 LIMITATION**

It is agreed by the Subrecipient that the Authority shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of this Grant Agreement.

## **9.6 HEADINGS**

The headings in this Grant Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Grant Agreement.

## **9.7 INTEGRATION**

This Grant Agreement contains the entire understanding between the Subrecipient and the Authority and any representations that may have been made before or after the signing of this Grant Agreement, which are not contained herein, are nonbinding, void and of no effect. None of the Parties have relied on any such prior representation in entering into this Grant Agreement.

## **9.8 COUNTERPARTS**

This Grant Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.



**9.9 DOCUMENTATION**

The Authority reserves the right to request at any time, additional reports or documentation not specifically articulated in this contract.

**9.10 DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are incorporated by reference and considered an integral part of this Contract:

9.10.1 Exhibit A – The Application

9.10.2 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

**9.11 ORDER OF PRIORITY**

In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

9.11.1 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11.2 Articles 1 – 9 of this Agreement

9.11.3 Exhibit A – The Application

*SIGNATURE PAGE FOLLOWS*

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement on the latest date specified below ("Contract Effective Date").

**SUBRECIPIENT: CITY OF NEWTON**

BY: \_\_\_\_\_  
Authorized Signature (Mayor)

\_\_\_\_\_  
Print Name (Mayor)

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

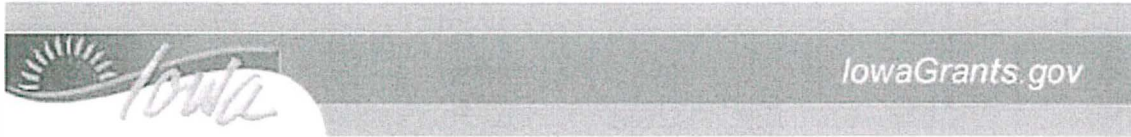
**IOWA ECONOMIC DEVELOPMENT AUTHORITY**

BY: \_\_\_\_\_  
Deborah V. Durham, Executive Director

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

**EXHIBIT A**

**Subrecipient's Downtown Housing Grant Application**  
**(In Subrecipient's IowaGrants.gov Account)**



**Application**

**423350 - Downtown Housing Grant - Final Application**

426374 - Newton  
Downtown Resource Center

Status: Awarded      Submitted Date: 01/31/2022 10:03 AM      Submitted By: Erin Chambers

**Applicant Information**

**Primary Contact:**

AnA User Id: ERIN.CHAMBERS@IOWA.ID  
First Name\*: Erin      Middle Name:      Last Name: Chambers  
Title:  
Email\*: erinc@newtongov.org  
Address\*: 1700 N 4 Avenue W

City\*: Newton      Iowa      50208  
City      State/Province      Postal Code/Zip  
Phone\*: 641-792-6622      25  
Phone      Ext.  
Program Area of Interest\*: Historical Resource Development Program (HRDP)  
Fax: 641-792-0670  
Agency:

**Organization Information**

Organization Name\*: City of Newton  
Organization Type\*: City Government  
DUNS:  
Unique Entity Identifier (UEI):  
Organization Website:  
Address:

City:      Iowa      Postal Code/Zip  
City      State/Province  
Phone: 641-792-6622      Ext.

Fax: 641-792-0670  
 Benefactor  
 Vendor Number 13 - 00002129985

**Applicant Information**

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The applicant information **MUST** be the mayor or elected official.

**City (Applicant)** City of Newton

**Primary Contact** Michael Hansen  
Salutation First Name Last Name

**Address** 101 West 4th Street South

**City/State/Zip** Newton Iowa 50208  
City State Zip Code

**Phone/E-mail** 641-792-2787 mikeh@newtongov.org  
Phone E-mail

2CFR Chapter I Part 25 requires applicants to maintain an active SAM registration. Don't have a UEI (Unique Entity Identifier)? Visit [www.SAM.gov](http://www.SAM.gov) for more information.

**NN8PPN7EH7L7**  
 UEI (Unique Entity Identifier)

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**Congressional District(s) Involved or Affected by this Proposal** 2nd - Rep Marianne Miller-Mocks  
Congressional Map

**Iowa Senate District(s) Involved or Affected by this Proposal** 15  
District Map

**Iowa House District(s) Involved or Affected by this Proposal** 29  
District Map

**Housing Project Information**

The criteria listed in the Grant Scoring Criteria document are a general overview of the scoring criteria used to evaluate applications for the grant program. The criteria are not all inclusive, but rather a general set of questions that can provide a more clear direction to the applicants.

Required attachments are not scored individually. However, they do provide additional, critical information to help answer individual questions in the application. For instance, photos will help clarify the existing condition of the building as well as its architectural character and significance. Plans, renderings and cost estimates are vital in helping to clarify the scope of the work to be performed.

The Budget Form is part of the grant application and **MUST** be completed. Additional pro forma or other financial analyses can be included in the financial commitments attachment but will **NOT** be considered as a substitute for the required budget form.

The scoring guidelines can be downloaded from the application information section in IowaGrants.

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**Project Address** 403 West 4th Street North  
 Newton, Iowa 50208  
City State Zip Code

**Census Tract** 403

**Project Appropriateness**

**Description of the complete project** The proposed multi-residential project is part of a larger, adaptive reuse of former Maytag Headquarters buildings into a compelling mixed-use place located within the C-CBD

scope of work:  
(2,000 characters  
maximum)

(Central Business District Commercial) zoning district and Newton's Main Street District.

The project, in its entirety, includes multi-family housing; a hotel with lobby bar; a 500-seat ballroom/convention space; retail, restaurant, and office spaces; and an enhanced gathering and green space area.

The Downtown Housing Grant funds can be attributed to all housing related expenses with though the project may include elements of commercial improvement. Use this space to clearly describe the total project scope of the proposed project including housing, commercial, and exterior improvements. Include project planning that has already occurred and a description of each major component of the project.

Description of the  
housing elements of  
the project:  
(2,000 characters  
maximum)

The 72 new housing units will be unique to Newton in that the units will be the first warehouse conversion apartments. The units will be desirable to a younger workforce with exposed brick walls, 11' ceilings, and stainless steel appliances. The units will compete with projects in Des Moines for quality and aesthetic. The units will assist in attracting workers to Newton.

Clearly describe the elements of the project that are directly related to the housing portion of the project. Describe number of units, design considerations, and how the project will use appropriate rehabilitation and design practices and techniques. Describe residential amenities (laundry, high speed internet, etc.) that will be included in each unit or project. Describe green/sustainable elements that will increase the energy efficiency of the project.

### Project Impact

Description of the  
project's impact on the  
community/downtown  
district:  
(2,000 characters  
maximum)

The apartments, boutique hotel, and event center project will transform Newton's Downtown through intentional investment, both public and private, which will build vibrancy and establish a model for rural mixed use redevelopment in the State of Iowa. The project will achieve this end by elevating the experiential commercial uses (a necessity in the era of online shopping) and creating a sustainable mixed-use neighborhood, anchoring a downtown where one can live, work, and play. The residential component is critical to the success of Newton's downtown district by providing density in population. A downtown with residents is a vibrant downtown.

Clearly describe how the proposed project will create a strong impact on the community and the downtown. Include how the project will be a catalyst for economic development, improve the appearance of the site and community. Describe how the project fits into pertinent community goals. Describe the project's location in downtown or its relationship to downtown.

Description of the  
project's impact on  
housing in the  
community/downtown:  
(2,000 characters  
maximum)

Like most rural communities, Newton's market rate housing stock is very low. In fact, Newton had no new multi-family apartments building from 2001 through 2018. Combined with more stringent financing, demand for additional rental housing is at an all-time high. This demand is across the board, from administrative level individuals wanting to live in rental housing while they shop around or build a new home, to the young teachers and service workers moving to a community. Cities can't achieve economic growth without great housing. The project proposes amenities and features that the modern workforce demands, typically prevalent in urban revitalization districts.

Clearly describe how the project will support a direct impact on the growth of upper story/community housing opportunities. Clearly describe the need for the proposed project's housing in downtown; reference specific data when applicable/available. Describe how many housing units will be created and/or improved with this project.

Will the project serve  
as an example for  
other building  
owners?

Yes

Will this project create  
new units in  
underutilized upper  
story space?

Yes

Number of new units:

72

Will the project  
rehabilitate  
underutilized existing  
upper story  
apartments?

No

### Not Awarded Applications (INTERNAL USE ONLY)

**Decline Letter**

Reason for decline (if available):

**Budget**

Grant Request Amount	\$600,000.00
Cash Match	\$24,043,841.00
Total Project Cost	\$24,643,841.00

**Sources of Funds**

Source of Funds	Amount	Commitment Status	Conditions/Additional Information
Downtown Housing Grant	\$600,000.00	Applied for	
State/Federal Funds	\$5,743,841.00	Applied for	Part I, 1.5 are complete. Part 2 in process.
Local Incentives	\$900,000.00	Secured	Ten Year Tax Rebate & Local Housing Grant
Private Equity Investment	\$1,500,000.00	Secured	
Private Loans	\$15,900,000.00	Secured	Commitment Letter- Fortress Bank
Other Amount (Applied for)	\$0.00		
Other Amount (Secured)	\$0.00		
Total	\$24,643,841.00		

**Tax Benefits**

Source of Tax Benefit	Yes/No	Commitment Status	Comments
Workforce Housing Tax Incentive Program	Yes	Applied For	
Federal Historic Tax Credit	Yes	Applied For	Part I and Part 1.5 complete. Part II in process
State Historic Tax Credit	Yes	Applied For	Part I and Part 1.5 complete. Part II in process
Tax Increment Financing (Rebate)	Yes	Secured	Resolution of Intent Approved by City Council
New Markets Tax Credit	No		
Tax Abatement	No		
Other	Yes	Secured	Iowa Reinvestment District

**Uses of Funds**

Uses	Cost (labor & materials)
Construction - Exterior Envelope	\$1,569,615.00
Construction - Windows/Doors	\$502,700.00
Construction - Roofing	\$0.00
Construction - HVAC	\$1,064,880.00
Construction - Plumbing	\$1,331,100.00

Construction - Electrical	\$1,527,840.00
Construction - Insulation	\$288,000.00
Construction - General Carpentry	\$424,216.00
Construction - Finishes (paint, carpet, fixtures, etc.)	\$3,640,039.00
<b>Construction Subtotal</b>	<b>\$10,348,390.00</b>
Site Preparation (staging, demo/clean-up, asbestos, etc.)	\$225,000.00
Professional Services (architect, engineer, historic preservation consultant)	\$1,963,632.00
Fees & Permits (mortar test, Iowa tax credits application, bldg permit, etc.)	\$50,000.00
Other	\$1,754,450.00
Contingencies	\$773,898.00
<b>TOTAL BUDGET</b>	<b>\$15,115,370.00</b>

## Building Information

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### Building Information 1

**City - Property Address\*** 403 West 4th Street North  
**Property Owner** Des Moines Area Community College  
**Address** 2006 South Ankeny Blvd  
**City/State/Zip** Ankeny  
 Iowa  
**Zip** 50023  
**Telephone Numbers**  
**Cell Phone** 515-971-6953  
**Fax**  
**E-mail Address** kmdidier@dmacc.edu

**Provide background on the beneficiary. Be sure to include community involvement, length of time in the community, etc.:** DMACC was gifted the property in 2016. DMACC, in partnership with the City of Newton, has been working to create market rate housing at the campus for over four years.  
 DMACC has a purchase agreement with Christensen Development to build between 50 and 80 market rate apartments in the building.  
 (1,000 characters max.)

**Property Address** 403 West 4th Street North- Building 16  
**Year Built** 1911  
**If vacant, how long:** 4  
**Square footage:** 16300  
**Square footage:** 50020  
**Current Use** Service  
**Current Use** Vacant  
**# of Residential Units**  
**Number of Residential Units**  
**Proposed Use** Residential  
**Proposed Use** Residential  
**# of Proposed Residential Units:** 72  
**Proposed Start Date** 06/01/2022  
**Projected Completion Date** 06/30/2023  
**Project architect** David Voss, Slingshot  
**Listed or eligible for listing in the National Register of Historic Places** Yes  
**Does the local** No



community have a design review process?

Will the project be part of a CDBG Downtown Revitalization Grant? No

Will the project receive any other federal funding? Not Sure

County/City Assessor Property Card Assessor Card.pdf

Cost estimates for all proposed construction work. Legacy Building 16 Newton Apartments\_Conceptual Budget\_12.30.2021.pdf

Submitted Part 1 Historic Tax Credits application

Submitted Part 2 Historic Tax Credits application

Detailed sketches, schematics or plans of project property or site including any design assistance drawings. (if applicable) Catalyst Dvlp\_SHiPO 1.5 Mtg Presentation\_2021-0907\_FINAL\_Part 4of4.pdf

Photograph(s) of the building and/or proposed site as it currently appears. Building 16 southside.JPG

Historic photographs of the property/project as available Catalyst Dvlp\_SHiPO 1.5 Mtg Presentation\_2021-0907\_FINAL\_Part 1of4.pdf

### Required Documents

Attachment	Description	File Name	Type	File Size
Project Assurances Download the Project Assurances template <a href="#">HERE</a>	Project Assurances	Project Assurances Page.pdf	pdf	79 KB
Map of downtown district with location of project marked AND location where project exterior photos were taken.	City of Newton Iowa Reinvestment District with the project building outlined in green. The photo submitted location noted in yellow.	Newton Legacy Reinvestment District_rev 1-25-22.pdf	pdf	811 KB
List and description of any additional contractual liabilities pertaining to this grant proposal and other than those appearing on the Project Development cost form.				
Financing/loan commitment letters/pro forms If multiple, scan into one document and upload	Loan commitment letter from Fortress Bank	Newton, IA - Proof of Financing Letter 1.26.22.pdf	pdf	31 KB
Grant award letters pertaining to the project If multiple, scan into one document and upload				
Grant Recipient (City) W9 Download IRS form W9 <a href="#">HERE</a>	City W-9 Form	W9 signed for 2022.pdf	pdf	106 KB

### Minority Impact Statement

Does the proposed grant program or policy have a disproportionate or unique positive impact on minority persons? No

Could the proposed grant program or policy have a

disproportionate or unique  
negative impact on minority  
persons? \*

I hereby certify the  
information above is  
complete and accurate to  
the best of my knowledge.\*

Yes

\*

Community Development Director

Erin

Chambers

Title

First Name

Last Name

EXHIBIT B

**U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS**

1. Use of Funds.

a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Participant may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.

c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. Compliance with Applicable Law and Regulations

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all

1

other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.

12. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (1) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving, Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[End of Exhibit B]

## JASPER COUNTY ZONING COMMISSION MINUTES

January 25<sup>th</sup>, 2023

Jasper County Admin Building

315 W 3<sup>rd</sup> St N - #150 - Newton, IA 50208

Meeting was called to order at 6:10 PM by Chair Flores.

**Roll Call:** Commission members present at roll call were Jeremy Flores, Pat Gannon, Ross Baxter and Todd Schippers. Colton James was present via phone.

**Minutes Approval:** BAXTER made a motion to approve the minutes from the October 26<sup>th</sup>, 2022 meeting. Motion was seconded by SCHIPPERS. **Motion was carried – 5 aye, 0 nay.**

**Agenda Approval:** SCHIPPERS made a motion to approve the agenda as amended for the current January 25<sup>th</sup>, 2023. Motion was seconded by GANNON. **Motion was carried – 5 aye, 0 nay.**

**Public Comment:** There were no public comments.

**Open Public Hearing:** BAXTER made a motion to open public hearing to review and discuss Rezone Request R-2022-007 for Broderick. Motion was seconded by GANNON. **Motion was carried – 5 aye, 0 nay.**

**Close Public Hearing:** After review and discussion of Rezone Request R-2022-007 for Broderick, SCHIPPERS made a motion to close the public hearing. Motion was seconded by BAXTER. **Motion was carried – 5 aye, 0 nay.**

BAXTER made a motion to approve the Rezone Request R-2022-007 as presented. The motion was seconded by SCHIPPERS. **Motion was carried – 5 aye, 0 nay.**

**Open Public Hearing:** BAXTER made a motion to open public hearing to review and discuss Legacy Plaza Urban Renewal Area. Motion was seconded by SCHIPPERS. **Motion was carried – 5 aye, 0 nay.**

**Discussion:** Jeff Davidson of JEDCO discussed with the commission the history of the project and the many components that have come together so the Legacy Plaza Urban Renewal Area could possibly be created. Davidson discussed the many goals in the comprehensive plan including the economic and housing goals. Numerous questions from the commission centered around the need to ensure this urban renewal area would help the county reach the goals in the comprehensive plan.

**Close Public Hearing:** After review and discussion of Legacy Plaza Urban Renewal Area. SCHIPPERS made a motion to close the public hearing. Motion was seconded by GANNON. **Motion was carried – 5 aye, 0 nay.**

**Recommendation to the Board of Supervisors:** BAXTER made a motion that the Jasper County Zoning Commission recommends approval of the Legacy Plaza Urban Renewal Area based on its consistency with the Jasper County Comprehensive Plan. Motion was seconded by SCHIPPERS. **Motion was carried – 5 aye, 0 nay**

**Elect Chair and Vice Chair:** FLORES made a motion to appoint BAXTER as Chair. **Motion was carried - 5 aye, 0 nay.** SCHIPPERS made a motion to appoint FLORES as Vice Chair. **Motion was carried – 5 aye, 0 nay.**

**Motion to Adjourn:** SCHIPPERS made a motion to adjourn the meeting. Motion was seconded by GANNON. **Motion was carried – 5 aye, 0 nay.** Meeting adjourned at 6:50 P.M.

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Secretary to the Jasper County Zoning Commission

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Chairman to the Jasper County Zoning Commission



## **Consultation Meeting for the Urban Renewal Plan for the Legacy Plaza**

**January 23, 2023 @ 1:30 pm** Large Conference Room in the Jasper County Administrative Building

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Attended: Jeff Davidson from JEDCO

Jenna Jennings, Auditor

Brett Jennings and Kevin Luetters from Jasper County Planning and Zoning

Michele Ergenbright from Auditor's Office

The meeting started at 1:30 pm with the above attending.

Jeff Davidson asked the Auditor, Jenna Jennings, if the Notice of the Consultation, Notice of the Public Hearing, and the entire Resolution with the Plan attached was mailed out by regular mail to the affected taxing entities on January 18, 2023. Jenna answered Yes, that was all sent out on that date.

We then waited 15 minutes and no one from the taxable entities showed up.

Jeff Davidson ended the Consultation Meeting at 2:40 pm.

Notes taken by Michele Ergenbright

February 7, 2023

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 Urban Renewal Plan, the Chairperson first asked for the report of the Director of Jasper County Economic Development, 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, and that \_\_\_\_\_ written recommendations were received from affected taxing entities. The report of the Director of Jasper County Economic Development, or his delegate, with respect to the consultation was placed on file for consideration by the Board.

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

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

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

Board Member \_\_\_\_\_ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE COUNTY TO BE AN ECONOMIC DEVELOPMENT AND BLIGHTED 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 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 \_\_\_\_\_, 2023, 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. 23-08

RESOLUTION DETERMINING AN AREA OF THE COUNTY TO BE AN ECONOMIC DEVELOPMENT AND BLIGHTED 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 URBAN RENEWAL PLAN

WHEREAS, it is hereby found and determined that one or more economic development and blighted 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 Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Legacy Plaza 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 Legacy Plaza Urban Renewal Area as an area suitable for economic development and blight remediation activities and to include a list of proposed projects to be undertaken within the Urban Renewal Area, and a copy of the Plan has been placed on file for public inspection in the office of the County Auditor; and

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

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

WHEREAS, the land included in the Urban Renewal Area is within the corporate boundaries of the City of Newton, Iowa and the Board of Supervisors and City Council have approved a Joint City-County Agreement to allow the County to operate within the proposed Urban Renewal Area under Chapter 403 of the Code of Iowa, subject to the terms and conditions set forth in the Joint Agreement; and

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

WHEREAS, by resolution adopted on January 17, 2023, this Board directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Urban Renewal Plan be sent to all affected taxing entities; and

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

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

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

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

Section 1. That the findings and conclusions set forth or contained in the proposed "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 "Legacy Plaza 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 expected and 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 and blighted 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 "Urban Renewal Plan for the Legacy Plaza Urban Renewal Area"; the Urban Renewal Plan for such area, including all exhibits, 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 7<sup>th</sup> day of February, 2023.

\_\_\_\_\_  
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

**URBAN RENEWAL PLAN**

**for the**

**LEGACY PLAZA  
URBAN RENEWAL AREA**

**JASPER COUNTY, IOWA**

**February 2023**

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**Urban Renewal Plan  
for the  
Legacy Plaza Urban Renewal Area  
Jasper County, Iowa**

**A. INTRODUCTION**

The Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Legacy Plaza Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials alleviate blighting conditions and influences and to incentivize economic redevelopment 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 Urban Renewal Area has never previously been subject to the division of revenue under Iowa Code 403.19 as a residential project.

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

**C. AREA DESIGNATION**

With the adoption of this Plan, the County designates this Urban Renewal Area as a blighted area that is suitable for blight remediation activities and as appropriate for economic redevelopment.

The Urban Renewal Area is being created in order to remediate blighting influences in the Area. For the purposes of urban renewal, Iowa Code Section 403.17(5) (2021) defines a “blighted area” as follows:

“Blighted area” means an area of a municipality within which the local governing body of the municipality determines that the presence of a substantial number of slum, deteriorated, or deteriorating structures; defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility, or usefulness; insanitary or unsafe conditions; deterioration of site or other improvements; diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land; defective or unusual conditions of title; or the existence of conditions which endanger life or property by fire and other causes; or any combination of these factors; substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, or welfare in its present condition and use. A disaster area referred to in section 403.5, subsection 7,

constitutes a “blighted area”. “Blighted area” does not include real property assessed as agricultural property for purposes of property taxation.

The Urban Renewal Area is comprised of three principal buildings (Buildings 1, 2, and 16) that are each over 100 years old. The buildings have been vacant or had sporadic occupancy for approximately 15 years since the Whirlpool Corporation (successor to Maytag) vacated the corporate campus in 2007. Building 50, also included in the proposed URA, is a newer structure with HVAC equipment that serves buildings 1, 2, and 16. The entire corporate campus remains a large, underutilized footprint in the Newton community. Less than 15% of the 482,000 usable square footage of the former headquarters is currently under lease. Current annual maintenance cost for the entire corporate campus which includes the Legacy Plaza Urban Renewal Area RA is in excess of \$850,000, and the current owner, Des Moines Area Community College, has stated it is unwilling to continue this investment. In August 2020 all of the buildings at Legacy Plaza sustained damage from a severe derecho storm. Total damages exceeded \$8 million with Building 2 sustaining the most damage with the collapse of the west wall and loss of roof. Based upon the County’s review of current conditions within the Area, the Board of Supervisors has determined that the Urban Renewal Area qualifies as a blighted area under Section 403.17(5) in so far as the Area suffers from:

1. A number of deteriorating structures.
2. Faulty lot layout as it pertains to usefulness in developing a redevelopment plan.
3. Ongoing deterioration of the site.
4. The existence of conditions which endanger life or property by fire and other causes (the proposed redevelopment will increase safety through upgrading to current Codes).
5. The current size of the property inhibits sound growth and redevelopment of the property and retards the provision of new housing. It is necessary to subdivide the property into lots which are of a more manageable redevelopment size.
6. The property has been subject to a natural disaster causing \$8 million in damage, for which the Governor certified the need for disaster assistance.
7. In its current configuration the property is a potential economic liability for the City of Newton.

Accordingly, the Board of Supervisors has designated the Urban Renewal Area as a blighted area.

In addition, the Area has been designated as part of the Newton Legacy Reinvestment District. The repurposing of the buildings in the Area has been identified as cornerstone projects in the Reinvestment District to spur economic redevelopment, leading to increased jobs and tax base.

#### **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, 2023, the taxable valuation as of January 1, 2022, 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, 2023, 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. It may be that more than one ordinance will be adopted on the separate subareas within the Area. If so, the frozen base values may vary among the subareas.

#### **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 in 2020. The goals and objectives identified in this Plan, and the urban renewal projects described herein, are in conformance with the goals and land use policies identified in the Comprehensive Plan.

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

The need, if any, 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 in conjunction with the City of Newton.

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

Renewal activities are designed to eliminate blighting influences within the Area. More specific objectives for development, revitalization, and alleviation of blight conditions within the Urban Renewal Area are as follows:

1. To eliminate blighting influences and promote revitalization, through public action and commitment or by providing incentives to private persons or businesses, to acquire, rehabilitate, renovate, demolish, and/or redevelop existing structures or property.
2. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities and housing for the workforce, and strengthening the tax base.
3. To plan for and provide sufficient land for redevelopment of blighted properties in a manner that is efficient from the standpoint of providing municipal services.
4. To encourage redevelopment of nearby properties that will serve as the foundation for future growth, development, and revitalization.
5. To provide for the installation and upgrade of public works, infrastructure, public buildings, and related facilities which alleviate blighting influences and contribute to the development of the Area.
6. To provide a more marketable and attractive climate for development and redevelopment of land through the use of various federal, state, and local incentives.

7. To stimulate through public action and commitment, private investment in new development in order to revitalize the community.
8. To enhance the health, safety, living environment, general character, and general welfare of the Area.
9. To promote blight remediation and economic redevelopment of the Area utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

### **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 make loans, forgivable loans, grants, tax rebate payments or other types of economic redevelopment or blight remediation grants or incentives to private persons, local development organizations, or businesses on such terms as may be determined by the Board of Supervisors.
3. To borrow money and to provide security therefor.
4. To fund or help finance programs that will directly benefit blight remediation and economic redevelopment.
5. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
6. To use tax increment financing to facilitate urban renewal projects and to use tax increment revenues to help leverage grants, loans, or other assistance from the state and federal governments (such as providing the local match for such assistance) in support of projects or businesses that advance the objectives of this Plan.
7. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic and housing conditions for the County.

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

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

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

1. Christensen Development 1 LLC Development Agreement: The County expects to consider a development agreement with Christensen Development 1, LLC (or a related entity) (the “Developer”), pursuant to which the Developer would redevelop the buildings located in the Urban Renewal Area into approximately 72 apartments (“Apartment Improvements”) and a 58-room hotel (“Hotel Improvements”) (collectively, the “Project”). In return for the Developer’s performance under the development agreement, the County would make up to ten, annual Redevelopment Grant payments to the Developer, using incremental taxes generated from the Project, under the detailed terms of the agreement and following satisfaction of certain conditions in the agreement. The aggregate amount of the Redevelopment Grants is not expected to exceed \$2,600,000.

The County would also make Construction Grants to the Developer in support of the Apartment Improvements and Hotel Improvements. The combined amount of the Construction Grants would not exceed the amount of the “net proceeds” of bonds anticipated to be issued by the County, which principal amount is not expected to exceed \$9 million. Debt service for the bonds is expected to be paid, at least in part, from Reinvestment Funds received from the State of Iowa under Iowa Code chapter 15J and from incremental taxes generated from the Project.

The City of Newton (“City”) is also expected to contribute incentives to the Developer in support of the Project pursuant to the terms of the development agreement, and the County would agree to use tax increment generated by the Project to reimburse the City up to \$65,000 of the City’s costs incurred in providing the City incentives, subject to terms and conditions set forth in the development agreement.

### **I. FINANCIAL INFORMATION**

1.	July 1, 2022, Constitutional Debt Limit	\$96,734,564
2.	Current Outstanding General Obligation Debt	\$6,425,810
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:	<p style="text-align: right;">\$11,665,000</p> <p>This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.</p>



## **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 redevelopment/blight remediation 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 redevelopment of blighted buildings, and for other urban renewal projects or incentives for economic redevelopment 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 of residents or businesses 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. SEVERABILITY**

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.

#### **O. 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.

#### **P. EFFECTIVE PERIOD**

This Urban Renewal Plan will become effective upon its adoption by the Board of Supervisors and shall remain in effect until terminated by the Board of Supervisors. Notwithstanding anything to the contrary in the Urban Renewal Plan, during the life of this Plan, the Board of Supervisors may designate all or any portion of the property covered by this plan as a “tax increment area.” The Urban Renewal Area is designated as appropriate for blight remediation and therefore, the Urban Renewal Area has no statutory sunset under Iowa Code Section 403.19 (2021). The division of revenue shall continue on the Urban Renewal Area 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.

**Q.     JOINT COUNTY/CITY AGREEMENT**

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

## EXHIBIT A

### LEGAL DESCRIPTION OF LEGACY PLAZA URBAN RENEWAL AREA

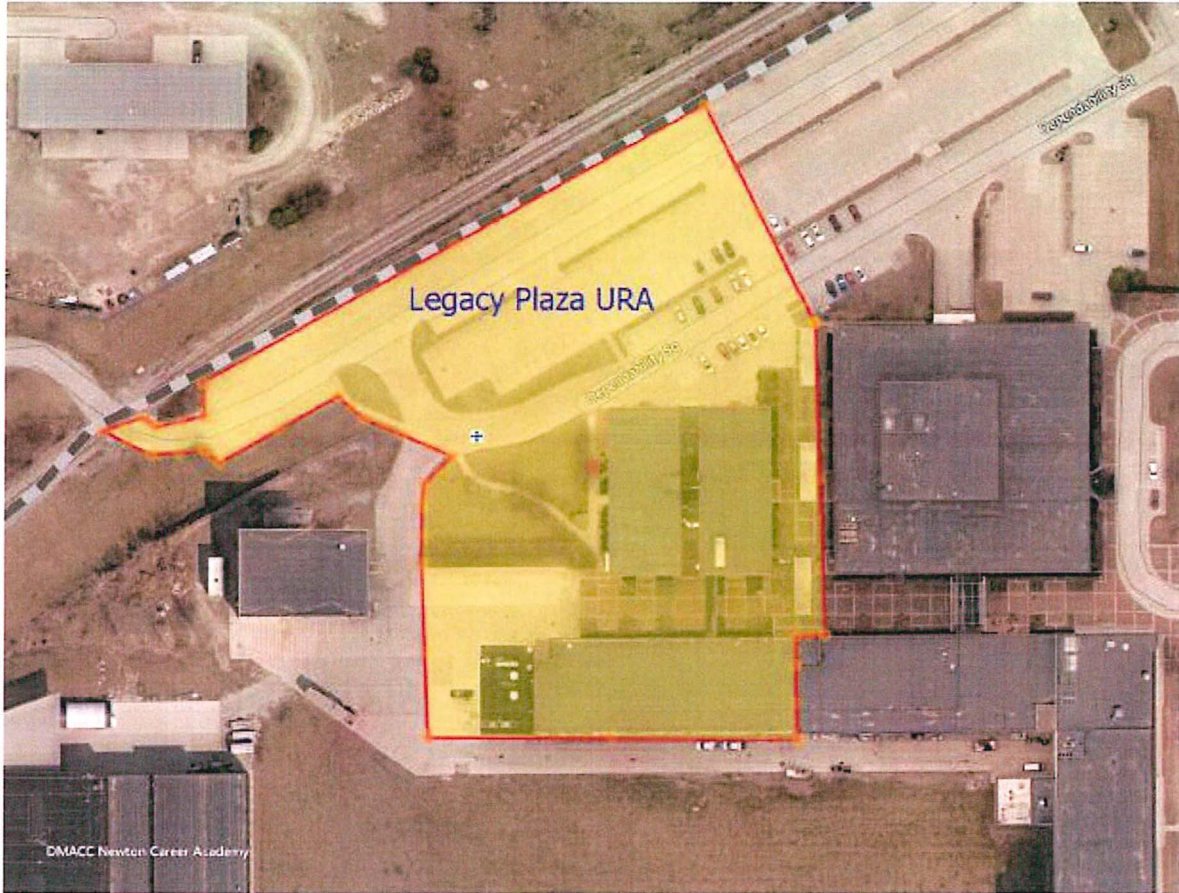
DEVELOPMENT BOUNDARY LOCATED ENTIRELY WITHIN LOT 3 OF SYNERGY ADDITION, CITY OF NEWTON, JASPER COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 2010-00002900 IN THE OFFICE OF THE RECORDER, JASPER COUNTY, IOWA, SAID POINT ALSO BEING A SOUTHWESTERLY CORNER LOT 3 OF SYNERGY ADDITION AND RECORDED IN INSTRUMENT NO. 2007-00000939 IN THE OFFICE OF THE RECORDER, CITY OF NEWTON, JASPER COUNTY, IOWA; THENCE, N0°26'16"W 24.96' ALONG A EAST LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, CONTINUING N0°26'16"W 74.04' ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S89°16'12"W 8.41' ALONG THE NORTH LINE OF SAID PARCEL "A"; THENCE, N0°12'40"W 133.18'; THENCE, NORTHEASTERLY 46.43' ALONG THE ARC OF A 42.61' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N31°00'17"W AND A CHORD DISTANCE OF 44.17'; THENCE, N64°19'56"W 41.57'; THENCE, N66°41'11"W 38.34'; THENCE, N52°33'20"W 26.16'; THENCE, S60°21'34"W 116.37'; THENCE, N30°22'22"W 15.35'; THENCE, NORTHWESTERLY 7.39' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY AND HAVING A CHORD BEARING OF N72°42'43"W AND A CHORD DISTANCE OF 6.74', THENCE, WESTERLY 75.56' ALONG THE ARC OF A 86.71' RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A CHORD BEARING OF N 88°42'09"W AND A CHORD DISTANCE OF 73.19' TO THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 32.12' ALONG THE ARC OF A 2844.82' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N54°32'26"E AND A CHORD DISTANCE OF 32.12', ALONG THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 52.46' ALONG THE ARC OF A 50.12' RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A CHORD BEARING OF N77°39'39"E AND A CHORD DISTANCE OF 50.09'; THENCE, NORTHERLY 6.66' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE WESTERLY AND HAVING A CHORD BEARING OF N9°27'48"E AND A CHORD DISTANCE OF 6.18'; THENCE, N28°42'58"W 11.63'; THENCE, N55°14'48"E 28.10'; THENCE N60°02'31"E 96.48'; THENCE, N59°50'55"E 108.39'; THENCE, N59°46'03"E 124.41'; THENCE, N60°04'29"E 66.76'; THENCE, S28°08'21"E 20.11'; THENCE, N60°06'49"E 60.70'; THENCE, S30°32'25"E 178.03'; THENCE, S0°24'47"E 273.82'; THENCE, S89°35'13"W 12.58'; THENCE, S0°12'46"E 119.92'; THENCE, S89°16'18"W 309.88' TO THE POINT OF BEGINNING,

CONTAINING 3.90 ACRES. SUBJECT TO EASEMENTS AND  
RESTRICTIONS OF RECORD, IF ANY.

**EXHIBIT B**

**MAP OF LEGACY PLAZA URBAN RENEWAL AREA**



## EXHIBIT C

### JOINT AGREEMENT BETWEEN JASPER COUNTY AND THE CITY OF NEWTON

THIS JOINT AGREEMENT (hereinafter called “Agreement” or “Joint Agreement”), is made on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF NEWTON, IOWA, a municipality (the “City”) and JASPER COUNTY, IOWA, a municipality (the “County”), both established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2021, as amended (hereinafter called “Urban Renewal Act”).

#### WITNESSETH:

WHEREAS, the City of Newton, Iowa (“City”), has submitted an application (“City Application”) to the Iowa Economic Development Authority (“IEDA”) under Chapter 15J of the Code of Iowa, 2021, as amended, (the “Iowa Reinvestment District Act”) in support of the creation of a reinvestment district named the Newton Legacy Reinvestment District (“Reinvestment District”); and

WHEREAS, the City has asked Jasper County (the “County”) to help finance two of the projects (“Christensen Projects”) identified in the City Application; and

WHEREAS, the County is willing to assist the City in financing the Christensen Projects under certain conditions described herein; and

WHEREAS, to facilitate the County’s participation in the Christensen Projects, the County is seeking to place the Christensen Projects in its own Urban Renewal Area pursuant to Iowa Code Chapter 403, and the County is willing to submit a revised application under the Iowa Reinvestment District Act which makes the County the final applicant for the Reinvestment District; and

WHEREAS the County has proposed to establish the Legacy Plaza Urban Renewal Area (the “Urban Renewal Area”) which includes certain property within the corporate boundaries of the City of Newton (the “City”), for the purpose of participating in proposed urban renewal projects; namely, the Christensen Projects; and

WHEREAS, the governing body of the County has reviewed the Urban Renewal Plan (the “Plan”) for said Urban Renewal Area and has determined that the Urban Renewal Area and completion of the Christensen Projects are in the best interests of the County; and

WHEREAS, Section 403.17(4) of the Code of Iowa requires a “joint agreement” between the County and the City before the County can proceed with adopting the Plan and establishing the Urban Renewal Area; and

WHEREAS, the governing body of the City is willing to consent to the County’s establishment of the Urban Renewal Area under the conditions described therein.

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

Section 1. The governing body of the City hereby agrees and authorizes the County to adopt the Plan, establish the Urban Renewal Area as described in the Plan, adopt a Tax Increment Financing Ordinance ("TIF Ordinance"), and to proceed with activities authorized under the Urban Renewal Act subject to all of the terms and conditions set forth below.

Section 2. In exchange for the City's consent, the County hereby promises and agrees that, absent express City consent:

- a. The County may subject the Area to the division of revenue as described in Section 403.19 of the Code of Iowa and the TIF Ordinance for no more than twenty (20) fiscal years.
- b. The County shall utilize any incremental taxes it receives from the division of revenue in the Area for the sole purposes outlined the Agreement for Private Development attached hereto as Exhibit A ("Development Agreement").
- c. Promptly after the County has received the 20<sup>th</sup> fiscal year of incremental taxes from the Area, the County shall take all action necessary to terminate the Urban Renewal Area and any associated TIF Ordinance; provided, however, that the County shall take all action necessary to terminate the Urban Renewal Area and any associated TIF Ordinance prior to its receipt of the 20<sup>th</sup> fiscal year of incremental taxes from the Area if required to do so under the terms of the Development Agreement.
- d. The County shall not provide tax abatement or exemption to any real property in the Urban Renewal Area.
- e. The County shall not attempt to add additional property to the Urban Renewal Area without the express written consent of the City.

Section 3. If the City believes the County is in violation of the terms set forth in Section 2 of this Agreement, the City shall first submit the dispute to non-binding mediation utilizing a mediator that is mutually agreeable to the parties. If the dispute is not resolved through mediation, the City's sole remedy for a violation of Section 2 shall be to seek specific performance of the Agreement via action in the Iowa District Court for Jasper County. This Agreement and any dispute arising out of or related to this Agreement shall be governed and interpreted in accordance with the Laws of the State of Iowa without regard to conflicts of law principles that would require the application of law of another jurisdiction. The Iowa District Court for Jasper County shall have exclusive jurisdiction in all matters arising under this Agreement, and the parties hereto expressly consent and submit to the personal jurisdiction of such court.



Section 4. This Agreement shall terminate, and the County shall promptly take all action necessary to terminate the Urban Renewal Area and any associated TIF Ordinance if any of the following occur:

- a. The Development Agreement is not adopted by all parties thereto by April 15, 2023.
- b. The Development Agreement automatically terminates due to the failure of a condition precedent set forth in Section 1-A.1 of the Development Agreement.
- c. The County has received or had the ability to receive no more than twenty (20) fiscal years of tax increment from the Area for use consistent with this Agreement and the Development Agreement.

Section 5. This Joint Agreement is intended to meet the requirements of Section 403.17(4) of the Code of Iowa with respect to the Urban Renewal Area being located within the County's Area of Operation (as defined in Section 403.17(4)).

Section 6. This Joint Agreement has been duly authorized by the governing bodies of the County and the City.

*[signature pages to follow]*

PASSED AND APPROVED this 7<sup>th</sup> day of February, 2023.

JASPER COUNTY, STATE OF IOWA

\_\_\_\_\_  
Brandon Talsma, Chairperson, Board of  
Supervisors

ATTEST:

\_\_\_\_\_  
Jenna Jennings, Auditor

STATE OF IOWA                    )  
  ) SS  
COUNTY OF JASPER            )

On this 7<sup>th</sup> day of February, 2023, before me a Notary Public in and for the State of Iowa, personally appeared Brandon Talsma and Jenna Jennings to me personally known, who being duly sworn, did say that they are the Chairperson and Auditor, respectively, of Jasper County, State of Iowa, a political subdivision, and that the seal affixed to the foregoing instrument is the seal of said political subdivision, and that said instrument was signed and sealed on behalf of said political subdivision by authority and resolution of its Board of Supervisors, and said Chairperson and Auditor acknowledged said instrument to be the free act and deed of said political subdivision by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for Jasper County, Iowa

PASSED AND APPROVED this 6<sup>th</sup> day of February, 2023.

CITY OF NEWTON, STATE OF IOWA

\_\_\_\_\_  
Michael L. Hansen, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Davis, City Clerk

STATE OF IOWA                    )  
  ) SS  
COUNTY OF JASPER            )

On this 6th day of February, 2023, before me a Notary Public in and for said County, personally appeared Michael L. Hansen and Katrina Davis to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Newton, State of Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for Newton County, Iowa

EXHIBIT A  
DEVELOPMENT AGREEMENT

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

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE LEGACY PLAZA URBAN RENEWAL AREA, IN JASPER COUNTY, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, JASPER COUNTY, NEWTON COMMUNITY SCHOOL DISTRICT, THE CITY OF NEWTON, IOWA, 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 LEGACY PLAZA URBAN RENEWAL AREA (**THE 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. 23-08 passed and approved on the 7<sup>th</sup> day of February, 2023, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Legacy Plaza Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

DEVELOPMENT BOUNDARY LOCATED ENTIRELY WITHIN LOT 3 OF SYNERGY ADDITION, CITY OF NEWTON, JASPER COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 2010-00002900 IN THE OFFICE OF THE RECORDER, JASPER COUNTY, IOWA, SAID POINT ALSO BEING A SOUTHWESTERLY CORNER LOT 3 OF SYNERGY ADDITION AND RECORDED IN INSTRUMENT NO. 2007-00000939 IN THE OFFICE OF THE RECORDER, CITY OF NEWTON, JASPER COUNTY, IOWA; THENCE, N0°26'16"W 24.96' ALONG A EAST LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, CONTINUING N0°26'16"W 74.04' ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE, S89°16'12"W 8.41' ALONG THE NORTH LINE OF SAID PARCEL "A"; THENCE, N0°12'40"W 133.18'; THENCE, NORTHEASTERLY 46.43' ALONG THE ARC OF A 42.61' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N31°00'17"W AND A CHORD DISTANCE OF 44.17'; THENCE, N64°19'56"W 41.57'; THENCE, N66°41'11"W 38.34'; THENCE, N52°33'20"W 26.16'; THENCE, S60°21'34"W 116.37'; THENCE, N30°22'22"W 15.35'; THENCE, NORTHWESTERLY 7.39' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE SOUTHWESTERLY AND HAVING A CHORD BEARING OF

N72°42'43"W AND A CHORD DISTANCE OF 6.74', THENCE, WESTERLY 75.56' ALONG THE ARC OF A 86.71' RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A CHORD BEARING OF N 88°42'09"W AND A CHORD DISTANCE OF 73.19' TO THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 32.12' ALONG THE ARC OF A 2844.82' RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CHORD BEARING OF N54°32'26"E AND A CHORD DISTANCE OF 32.12', ALONG THE NORTHERLY LINE OF SAID LOT 3; THENCE, NORTHEASTERLY 52.46' ALONG THE ARC OF A 50.12' RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A CHORD BEARING OF N77°39'39"E AND A CHORD DISTANCE OF 50.09'; THENCE, NORTHERLY 6.66' ALONG THE ARC OF A 5.00' RADIUS CURVE, CONCAVE WESTERLY AND HAVING A CHORD BEARING OF N9°27'48"E AND A CHORD DISTANCE OF 6.18'; THENCE, N28°42'58"W 11.63'; THENCE, N55°14'48"E 28.10'; THENCE N60°02'31"E 96.48'; THENCE, N59°50'55"E 108.39'; THENCE, N59°46'03"E 124.41'; THENCE, N60°04'29"E 66.76'; THENCE, S28°08'21"E 20.11'; THENCE, N60°06'49"E 60.70'; THENCE, S30°32'25"E 178.03'; THENCE, S0°24'47"E 273.82'; THENCE, S89°35'13"W 12.58'; THENCE, S0°12'46"E 119.92'; THENCE, S89°16'18"W 309.88' TO THE POINT OF BEGINNING, CONTAINING 3.90 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

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

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

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

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

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which Jasper County, State of Iowa, certifies to the Auditor of Jasper County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

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

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

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

Read First Time: \_\_\_\_\_, 2023

Read Second Time: \_\_\_\_\_, 2023

Read Third Time: \_\_\_\_\_, 2023

PASSED AND APPROVED: \_\_\_\_\_, 2023.

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 \_\_\_\_\_, 2023, signed by the Chairperson on \_\_\_\_\_, 2023, and published in the Newton Daily News on \_\_\_\_\_, 2023.

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

(SEAL)

02146410-1110747-052



February 7, 2023

The Board of Supervisors of Jasper County in the State of Iowa, met in \_\_\_\_\_ session, in the Supervisors Room, Jasper 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: \_\_\_\_\_

\* \* \* \* \*

Board Member \_\_\_\_\_ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH THE CITY OF NEWTON, IOWA AND CHRISTENSEN DEVELOPMENT 1, LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Board Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

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

\_\_\_\_\_

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

Whereupon, the Chairperson declared the Resolution duly adopted as follows:

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

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON  
THE PROPOSAL TO ENTER INTO A DEVELOPMENT  
AGREEMENT WITH THE CITY OF NEWTON, IOWA AND  
CHRISTENSEN DEVELOPMENT 1, LLC, AND PROVIDING  
FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 23-08, adopted February 7, 2023, 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 Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Legacy Plaza Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is, or will be, 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 City of Newton, Iowa (the "City") and Christensen Development 1, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and among the County, the City, and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements, including the Apartment Improvements and the Hotel Improvements (as those terms are defined in the Agreement), and related site improvements, on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"); and

WHEREAS, the completion of the Minimum Improvements is expected to repurpose two former Maytag buildings into a 72-unit apartment building and a 58-room boutique hotel; and

WHEREAS, pursuant to the Agreement, the City, the Developer, and the County will enter into a Minimum Assessment Agreement setting the minimum actual value of the Minimum Improvements and Development Property for tax purposes at not less than \$7,000,000; and

WHEREAS, construction of the Minimum Improvements and redevelopment of the Development Property is expected to remediate blighting conditions within the Urban Renewal Area, and further, one of the obligations of the Developer relates to employment retention and/or creation; and

WHEREAS, in consideration of Developer's obligations, the Agreement proposes that the City would provide the Developer with Local Hotel Tax Rebates, a City Residential Grant, and a Downtown Housing Grant (as those terms are defined in the Agreement), pursuant to the terms and conditions set forth in the Agreement for those incentives; and

WHEREAS, in consideration of Developer's obligations, the Agreement proposes that the County will make up to ten (10) consecutive payments of Redevelopment Grants to Developer, equal in amount to 100% of the Tax Increments annually generated by the construction of the Minimum Improvements and collected pursuant to Iowa Code Section 403.19 (as more particularly

described in the Agreement); provided, however, that the cumulative total for all such payments not to exceed the lesser of \$2,600,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also proposes that the County would issue bonds, in an aggregate principal amount not to exceed \$9,000,000 (the "Bonds"), which Bonds would be used to provide Construction Grants to the Developer, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the County expects to use Reinvestment Funds received from the State and generated from a Reinvestment District that includes the Development Property to pay the debt service on the Bonds; however, if the Reinvestment Funds were insufficient to fully repay the Bonds' debt service, then the Agreement would permit the County to use Tax Increments (following termination of the Redevelopment Grant payments) to pay debt service on the Bonds, subject to a requirement that the County first use Tax Increments to provide a \$65,000 "City Reimbursement" payment to the City; and

WHEREAS, Chapters 15A and 403, Code of Iowa, (the "Urban Renewal Law") authorize counties to make grants for economic development and blight remediation in furtherance of the objectives of an urban renewal project and to appropriate such funds, incur indebtedness, and make such expenditures as may be necessary to carry out the purposes of said Chapter, 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 and blight remediation 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; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development and blight remediation activities can occur under the Agreement, and pursuant to Section 331.301(5), Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the County Auditor publish notice of the proposal and of the time and place of the meeting at which the Board proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said County to such action.

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

Section 1. That this Board meet in the Supervisors Room, Jasper County Courthouse, 101 1st Street N, Newton, Iowa, at 9:30 A.M. on February 21, 2023, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with the City of Newton, Iowa and Christensen Development 1, LLC.

Section 2. That the County Auditor is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said County, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. That the published notice shall contain the date, time, and location of the public hearing to be held on the proposal and shall contain an accurate and intelligible summary of the essential terms of the Agreement that would reasonably inform the public of the proposed terms of the Agreement and the proposed obligations of the County thereunder.

Section 4. That, prior to the date set for the public hearing, a copy of the Agreement shall be made available for public inspection during regular business hours in the office of the County Auditor, Jasper County Courthouse, Newton, Iowa.

PASSED AND APPROVED this 7<sup>th</sup> day of February, 2023.

\_\_\_\_\_  
Chairperson, 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 \_\_\_\_\_, 2023.

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

(SEAL)



Ahlers & Cooney, P.C.  
Attorneys at Law  
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www.ahlerslaw.com  
Conner L. Wasson  
515.246.0341  
cwasson@ahlerslaw.com

January 18, 2023

Via email: kvanzante@jasperia.org  
Jasper County, Iowa  
c/o Keri Van Zante  
1030 W 2<sup>nd</sup> Street S  
Newton, IA 50208

RE: Engagement Agreement

Dear Keri:

We are pleased the Jasper County wishes to engage Ahlers & Cooney, P.C. to serve as legal counsel for services related to the acquisition of property to be managed by the County Conservation Board. At the outset of an engagement, it is our policy to mutually confirm in writing the nature of the engagement as well as the terms of our legal representation. To that end, please understand we will not consider ourselves to be retained until we receive a signed copy of this letter back from you.

Our representation will be limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you would need to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services for it.

**Identification of Parties:** This Engagement Agreement is made between Ahlers & Cooney, P.C. and Jasper County Board of Supervisors (the "Client"). Ahlers & Cooney, P.C. represents only Jasper County and represents no other individual or entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship between our law firm and you.

**Scope of Representation:** We understand we have been engaged for the limited purpose of providing a title opinion to Jasper County in connection its acquisition of real estate.

We are not aware of any other related legal matters that would require our legal services under this agreement. If such matters arise later, you agree this agreement does not apply to any related legal matter. Therefore, a separate engagement agreement for provision of services and payment for those services would be required if you wish to engage our law firm to perform legal services pertaining to any such matters.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals

January 18, 2023

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retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

**Legal Fees and Billing Statements:** We will submit a bill to you every thirty (30) days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon your receipt and are overdue if not paid within thirty days of the statement date.

The undersigned will be the attorney primarily in charge of this matter. At the outset, my time will be billed at \$275 per hour. Other individuals may assist with the case from time to time. The use of other lawyers, paralegals, and law clerks result in a direct savings to you since they can more economically perform tasks which do not require the attention of a shareholder. The firm reviews hourly rates on an annual basis, and where deemed necessary, the firm reserves the right to implement rate adjustments. If implemented in any particular year, adjustments become effective on January 1. Accordingly, our work on this matter will be billed at the hourly rate in effect at the time services are performed.

**Expenses:** In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, photo-copying, travel, lodging and meals. The actual expenses and administrative fees incurred will vary depending on the services we provide to you.

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Depending on amount, third-party expenses may be forwarded directly to you for payment.

**File Retention and Destruction:** At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of 10 years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the ten-year period following the closing of the file, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor.

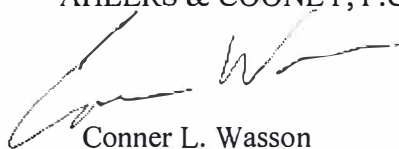
January 18, 2023

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If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

Very truly yours,

AHLERS & COONEY, P.C.

A handwritten signature in black ink, appearing to read "Conner L. Wasson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Conner L. Wasson



January 18, 2023

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By signing this agreement, I confirm I have read this engagement agreement, understand its provisions, agree to abide by it, and have the requisite authority to execute it.

ACKNOWLEDGED AND AGREED TO


Jasper County Board of Supervisors \*

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date

**\* Approved by action of the Board of Supervisors on \_\_\_\_\_, 2023.**

02149817-1\99500-341

	<b>Legal Blood Collection</b>	<b>Last Updated</b> 12/19/2022
	<b>Policy and Procedures</b>	
	<b>Between: MercyOne Newton and Law Enforcement Agencies CLIENT</b>	

**Purpose:**

To assist in the determination of the content of alcohol in the blood as ordered by law enforcement officers. To establish a mutually agreed upon process for obtaining and billing for legal blood draws with law enforcement agencies at MercyOne Newton Medical Center.

**Policy:**

MercyOne Newton Medical Center will cooperate with law enforcement in obtaining blood samples for blood alcohol concentration due to the rural nature of the facility.

The Emergency Department (ED) will determine if the patient needs medical attention and determine where the patient will be directed.

The ED will obtain consent from the patient, unless the patient is legally or temporarily incapacitated or is a non-emancipated minor. A surrogate decision-maker may give consent on behalf of the patient if they are determined to be incapacitated. Patients who are temporarily incapacitated resume their decision-making authority upon regaining capacity. For example, unconscious patients regain capacity once conscious; anesthetized or sedated patients regain capacity once no longer under the effects of anesthesia or sedation. A physician may also proceed with treatment under implied consent.


As determined in *State v. Green*, 2004 any medical professional trained to draw blood – including but not limited to phlebotomist, Lab Assistant, Medical Laboratory Technician (MLT), Medical Laboratory Scientist (MLS), Medical Assistant, paramedic, or nurse – may collect the patient’s blood.

A laboratory professional shall be the primary specimen collector of legal blood alcohol specimens. If a laboratory professional is not readily available, the ED should contact the Nursing Supervisor for assistance.

**Procedure - Emergency Department:**

1. The ED nurse and/or provider must determine if the individual needs a Medical Screening Exam (MSE) or has an Emergent Medical Condition (EMC). For example, if the individual in custody was involved in a motor vehicle accident or may have sustained injury to him-or herself and presents to the ED, a MSE is warranted to determine if an EMC exists.
2. If at any time, the patient requests to be evaluated, a MSE must be completed. If the patient in the RN/Paramedic’s judgment has a condition – including severe alcohol intoxication – that needs to be evaluated, a MSE must be completed.
3. If the individual refuses a MSE they must sign a Refusal of Treatment form to be included in the patient’s chart. Inform law enforcement of refusal.

If	Then
Patient needs medical attention/medical screening...	<ul style="list-style-type: none"> <li>• Register the individual in law enforcement custody as a patient and obtain consents for treatment.</li> <li>• For insurance section, use the individual's insurance information. If the individual does not have insurance, register them as Self Pay. The Law Enforcement Agency officer (i.e. Newton Police Department, Jasper County Sherriff's Office, etc.) should provide this information via the law Enforcement Intake form.</li> <li>• Call the laboratory and request a legal blood draw and any other tests that need to be collected. If a laboratory professional is not</li> </ul>

	<b>Legal Blood Collection</b>	<b>Last Updated</b> 12/19/2022
	<b>Policy and Procedures</b>	
	<b>Between: MercyOne Newton and Law Enforcement Agencies CLIENT</b>	Page 2 of 6

	<p>readily available, the ED should contact the Nursing Supervisor for assistance.</p> <ul style="list-style-type: none"> <li>• Fill out a LEGAL BLOOD ALCOHOL STANDING ORDER sheet and give to lab colleague.</li> </ul>
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If	Then
Patient does not need medical attention	<ul style="list-style-type: none"> <li>• Register the individual in law enforcement custody as a laboratory outpatient and obtain consents for treatment.</li> <li>• For insurance section, use the individual's insurance information. If the individual does not have insurance, register them as Self Pay. The Law Enforcement Agency officer (i.e. Newton Police Department, Jasper County Sherriff's Office, etc.) should provide this information via the law Enforcement Intake form.</li> <li>• Call the laboratory and request a legal blood draw.</li> <li>• Fill out a LEGAL BLOOD ALCOHOL STANDING ORDER sheet and give to lab colleague.</li> </ul>
The outpatient laboratory is closed	<ul style="list-style-type: none"> <li>• ED staff may be asked to escort the patient and law enforcement agent through the staff entrance to the laboratory and direct them to wait in a drawing room or the waiting room until a lab colleague can perform the blood collection.</li> </ul>
The outpatient laboratory is open	<ul style="list-style-type: none"> <li>• ED staff may be asked to escort the patient and law enforcement agent through the staff entrance to the laboratory and direct them to wait in a drawing room until a lab colleague can perform the blood collection.</li> </ul>

### Procedure - Laboratory:

The law enforcement officer will provide a specimen collection kit.

- ED will supply a Legal Blood Alcohol Standing Order signed by the ED Medical Director.
- Order a LEGAL BLOOD ALCOHOL DRAW in Meditech for documenting the circumstances of the blood draw.
- Note in Meditech for resulting the LEGAL BLOOD ALCOHOL DRAW:
  - Arresting department – Jasper County Sherriff, Newton Police, Iowa State Patrol, Other
  - Draw site – left arm, right arm, left hand, right hand, other
  - Prep used – soap and water from room, soap Castile soap towelette, benzalkonium chloride towelette, other
  - Misc. notes – give a description of the patient
- Maintain and document chain of evidence. Law enforcement should be present throughout the legal blood draw to ensure chain of custody.

Draw blood using standard venipuncture technique and kit supplied by law enforcement officer. The medical professional may substitute drawing supplies if necessary, but MUST use the blood tube provided.

- Draw blood in the law enforcement officer's line of sight to maintain chain of custody.
- DO NOT wipe the skin with alcohol or Chloraprep, which contains alcohol. Use soap and water instead.
- Mix tube(s) by gentle inversion. Do not shake tube(s).
- Label, date, time, initial, and seal all tubes as instructed in the kit. DO NOT process this sample in the hospital laboratory.

Follow the activities in the table below to complete the Consent Form before collecting the blood sample:



<b>MERCYONE.</b>	<b>Legal Blood Collection</b>	<b>Last Updated</b> 12/19/2022
	<b>Policy and Procedures</b>	
	<b>Between: MercyOne Newton and Law Enforcement Agencies CLIENT</b>	Page 4 of 6

2. Either the law enforcement officer or the collector will mark the appropriate Blood Specimen box, indicating how many tubes are enclosed.

**SPECIMENS SUBMITTED FOR ANALYSIS:**  
[Please check appropriate box(es)]

**1 Blood Specimen**  
 **2 Blood Specimens**

3. The law enforcement officer will complete the Investigating Officer's Report.

- On the Blood Drawn By line, fill in the credentials of the collector (e.g.. MLT, MLS, or Lab Assistant.).
- Repeat the credentials of the collector on the Received From line.

**INVESTIGATING OFFICER'S REPORT**

NAME OF SUBJECT \_\_\_\_\_

OFFENSE \_\_\_\_\_ CASE NO. \_\_\_\_\_

DATE OF INCIDENT \_\_\_\_\_ TIME \_\_\_\_\_ AM-PM

COUNTY \_\_\_\_\_

INVESTIGATING OFFICER \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

DATE BLOOD DRAWN \_\_\_\_\_ TIME \_\_\_\_\_ AM-PM

LOCATION OF DRAWING \_\_\_\_\_

BLOOD DRAWN BY \_\_\_\_\_

**CHAIN OF POSSESSION**

RECEIVED FROM \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_ TIME \_\_\_\_\_ AM-PM

RECEIVED FROM \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_ TIME \_\_\_\_\_ AM-PM

RECEIVED FROM \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_ TIME \_\_\_\_\_ AM-PM


---

**TO BE FILLED OUT BY LAB PERSONNEL ONLY**

BLOOD TUBE SEALS BROKEN BY \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

**LABORATORY REPORT ON THE BLOOD SPECIMEN**

Blood Alcohol content of Blood in terms of Percent  
(Grams of Ethyl Alcohol per 100 ml. of Blood)

	<b>Legal Blood Collection</b>	<b>Last Updated</b> 12/19/2022
	<b>Policy and Procedures</b>	
	<b>Between: MercyOne Newton and Law Enforcement Agencies CLIENT</b>	Page 5 of 6

4.	Place sealed tube(s) and Collection Report in the Styrofoam box from the collection kit. Seal the inner box on each end with seals provided. Return inner box to cardboard box if present and give to the law enforcement officer for transport to the testing laboratory.
----	--

Complete the LEGAL BLOOD ALCOHOL DRAW in Meditech for reference later if needed.

**References:**

*Operating While Intoxicated, Chapter 321J.* Iowa Code 2021. (11/24/2019). Retrieved from <https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&cad=rja&uact=8&ved=2ahUKEwj10-T1gvXxAhWZX80KHxfWBMEQFjAAegQIBhAD&url=https%3A%2F%2Fwww.legis.iowa.gov%2Fdocs%2Fico%2Fchapter%2F321J.pdf&usq=AOvVaw256UJWwcmEL6yxQwot0Od> on 7/21/21.

Mercy Medical Center Corporate Policy - Consents, January 2018

*State v. Green*, 680 N.W.2d 370 (Iowa 2004) Retrieved from <https://casetext.com/case/state-v-green-504> on 12/14/22.

## JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division  
315 W 3<sup>rd</sup> St N - #150 Newton, IA 50208 ph: 641-792-3084

# Rezone Request

**Case File: R-2022-007**

**Date: 01/26/2023**

Set public hearing dates for the rezone of the parcel below from Agricultural (A) to Rural Residential (RR-1).

PARCEL # 02.15.300.015

THAT PART OF PARCEL D OF PARCEL C OF THE NORTH 25 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 81 NORTH, RANGE 20 WEST OF THE FIFTH PRINCIPLE MERIDIAN, JASPER COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED AS FILE #2022-00000716 WITH THE JASPER COUNTY RECORDER, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

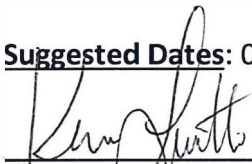
BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 57 MINUTES 22 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, A DISTANCE OF 328.00 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 08 SECONDS WEST, A DISTANCE OF 328.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 22 SECONDS WEST, A DISTANCE OF 328.00 FEET, TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15; THENCE NORTH 00 DEGREES 14 MINUTES 08 SECONDS EAST, ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, A DISTANCE OF 328.00 FEET, TO SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15 AND THE POINT OF BEGINNING.

CONTAINS 2.47 ACRES MORE OR LESS, INCLUDING 0.47 ACRES OF ROAD RIGHT-OF-WAY EASEMENT.

SAID PARCEL IS SUBJECT TO ANY AND ALL RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD.

**Suggested Dates:** 02/21/2023, 02/28/2023, and 03/07/2023.



Kevin Luetters

Jasper County Community Development



## PROFESSIONAL SERVICES AGREEMENT

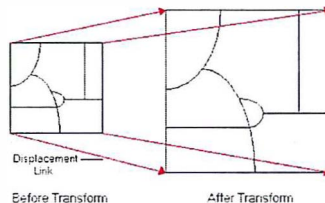
This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, a Delaware Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **Jasper County, Iowa**, whose place of business is: 101 1<sup>st</sup> Street North, Room 202, Newton, IA 50208 ("CLIENT").

### 1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

#### A. GIS Data Layer Realignment

- a. Esri compatible GIS data layers for up to 30,100 parcels will be spatially adjusted to visually realign with lines of occupation (where evident) in the most recent digital orthophotography, provided by the CLIENT at the beginning of the project.
  - i. A list of the specific layers that would be adjusted would be generated once the data is received from the CLIENT and documented at the beginning of the project.
- b. Realignment adjustment will be achieved through the use of displacement vectors. PROFESSIONAL will establish displacement vectors, controlling the from and to locations for the data realignment.
  - i. Rural areas
    - 1) Displacement vectors would be from multiple data layers (USPLS) and GPS positions provided by the county at the beginning of the project.
  - ii. Urban areas
    - 1) Displacement vectors would utilize the current orthophotography containing identifiable locations. Identifiable locations would be characterized as sidewalk edges, fences, tree lines, building locations, etc.
- c. With the establishment of the displacement vectors realignment will be accomplished through the use of different transformation approaches across the area. The transformation approach results can be slightly varied depending on the data layers, original construction techniques and procedures. These transformation approaches are defined as:
  - i. Affine
    - 1) Large geometric areas realignment in areas like section, quarter sections are needed.
    - 2) Data layers are constructed on a consistent basemap (PLSS).



*(Image courtesy of Esri.)*

**HEADQUARTERS**  
Historic Fort Harrison  
8901 Otis Avenue, Suite 300  
Indianapolis, IN 46216

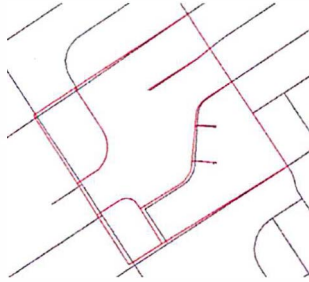
Ankeny, Iowa  
1450 Southwest Vintage Parkway  
Suite 260  
Ankeny, IA 50023



ii. Rubbersheet

This method may be used when:

- 1) "Affine" method results are not consistent with feature location and orthophotography alignment.
- 2) Small geometric adjustments like subdivision / block level realignment is needed allowing for additional displacement vectors to be used.



*(Image courtesy of esri.)*

iii. Reconstruction

This method may be used when:

- 1) "Affine" or "Rubbersheeting" method results for the area are not consistent with feature location and orthophotography alignment.
  - 2) PROFESSIONAL anticipates that no more than 10% of the total parcels will need to be reconstructed after the "Affine" and "Rubbersheet" realignment methods are used to ensure features line up with the orthophotography. Reconstructed parcels in excess of 3,100 will be billed at \$5.00 per parcel and approved by the CLIENT before reconstruction begins.
  - 3) Parcels that are reconstructed will be identified by a point placed on the parcel containing the parcel identification number to allow for geographic tracking as well as report in spreadsheet format.
  - 4) Reconstructed parcels will be reconstructed from existing tax maps, subdivision plats, and CAMA data and deeds, identified by the CLIENT and provided to PROFESSIONAL at the beginning of the project.
  - 5) Parcels will be reconstructed using the existing tax maps and subdivision plats as a primary source as to line up with visible lines of occupation in the digital orthophotography. In absence of visible line of occupation, a division may be based on the legal description found in the CAMA data or property deed.
  - 6) Parcels will be attributed with parcel number, as identified on existing tax maps, subdivision plats or CAMA data.
    - a) In absence of the parcel number on the source, PROFESSIONAL will attribute the parcel with "Unknown". Any non-matching parcels will be flagged for the CLIENT to review.
  - 7) Parcels will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the parcel number, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries.
- d. PROFESSIONAL will work with the CLIENT to minimize workflow impact. In so doing the areas may be separated into delivery units (i.e. townships, ¼ of the county) at the CLIENT's request. This would be done to allow the CLIENT to continue to use and maintain some areas during the adjustment/reconstruction process.

- e. PROFESSIONAL will complete a visual quality control review of the finalized adjusted data layers and place points where additional research (i.e. deed research) may be necessary based on orthophotography and the final realignment location. This will allow the CLIENT staff the opportunity to research and/or modify, if necessary, these areas in the future.
- f. PROFESSIONAL will utilize custom data quality control and data integrity checks that will ensure that all the data retains its current topological integrity and contain exactly the same number of features and the same attributes before and after the spatial adjustment.

*Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.*

## **2 Payment for Services.**

CLIENT shall compensate PROFESSIONAL for the Services as follows:

**Fixed Fee** – CLIENT shall receive monthly invoices reflecting the prior month's services, based upon a percentage of completion of the project. Percentage of completion will be estimated by PROFESSIONAL and communicated with the CLIENT.

### **A. Product/Service**

a. **GIS Data Layer Realignment:** **\$99,743**

**Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.**

*If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.*

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

**3 Terms of Service.** Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termservice>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

**4 Term, Termination and Renewal.** The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.

**5 Additional Data Hosting.** PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

**6 Assignment.** PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

**7 Rights and Benefits.** Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

**8 Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

**9 Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through February 28, 2023.

**PROFESSIONAL:**  
Schneider Geospatial, LLC

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

Print: Jeff Corns, GISP

Title: President

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

**CLIENT:**  
Jasper County, Iowa

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

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

Title: \_\_\_\_\_

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

**ATTEST:**  
Jasper County, Iowa Auditor

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

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

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

Resolution 23-

WHEREAS, a position vacancy has been approved for the following appointment by the Board of Supervisors through the Personnel Requisition Process.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies the following appointment to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	Civil Process Server	Kimberly Richardson-Fry	\$18.01	Range 40 Step 1	2/8/23
Sheriff's Office	Transport Officer	Curtis Springer	\$18.01	Range 40 Step 1	2/8/23

Resolution adopted this 7<sup>th</sup> day of February 2023

\_\_\_\_\_  
Brandon Talsma, Chairman

Attest:

\_\_\_\_\_  
Jenna Jennings, Auditor

Resolution 23-

WHEREAS, a position vacancy has been approved for the following appointment by the Board of Supervisors through the Personnel Requisition Process.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies the following appointment to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Elderly Nutrition	Delivery Driver	Naomi Norberg	\$10.34	Range 9 Step 1	2/8/23

Resolution adopted this 7<sup>th</sup> day of February 2023

---

Brandon Talsma, Chairman

Attest:

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Jenna Jennings, Auditor

July 2022

**IOWA DEPARTMENT OF TRANSPORTATION  
Federal-aid Agreement  
for a Surface Transportation Block Grant Program Project**

RECIPIENT: Jasper County

Project No.: STP-S-C050(131)—5E-50

Iowa DOT Agreement No.: 1-23-STPS-003

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Jasper County, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds. Federal regulations require Federal funds to be administered by the DEPARTMENT.

The RECIPIENT has received Federal funding through the Surface Transportation Block Grant (STBG) Program. STBG funds are available for construction, reconstruction, rehabilitation, resurfacing, restoration and operational or safety improvement projects on Federal-aid highways, bridges (as defined by the National Bridge Inspection Standards) on any public road, and several other types of projects, as specified in 23 U.S.C. 133(b). Federal-aid highways include all Federal Functional Classifications, except for rural minor collectors or local roads.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the DEPARTMENT agrees to provide STBG funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Central Region Local Systems Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following described STBG project:  
  
On F-48 W from Bridge N03 (NBIS30401) East 5.8 miles to Newton CL HMA Resurfacing with Milling.
4. Eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. The RECIPIENT shall receive reimbursement for costs of authorized and approved eligible project activities from STBG funds. The portion of the project costs reimbursed by STBG funds shall be limited to a maximum of either 80 percent of eligible costs or the amount of \$1,900,000 as stipulated in the Central IA Region Transportation Planning Alliance current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.
7. The RECIPIENT shall pay for all project costs not reimbursed with STBG funds.

8. If the project described in Section 3 drops out of the Central IA Region Transportation Planning Alliance current TIP or the approved current STIP prior to obligation of Federal funds, and the RECIPIENT fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
9. The RECIPIENT shall let the project for bids through the DEPARTMENT.
10. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
11. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
12. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

---

**County Signature Block**

This agreement was approved by official action of the Jasper County Board of Supervisors in official session on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Chair, County Board of Supervisors

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IOWA DEPARTMENT OF TRANSPORTATION  
Highway Administration

By \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_  
Brian J. Catus, P.E.  
Local Systems Field Engineer  
Central Region

**EXHIBIT 1**  
**General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects**

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

**1. General Requirements.**

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: [https://www.iowadot.gov/local\\_systems/publications/im/lpa\\_ims.htm](https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm). The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
  - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
  - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.



- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

## **2. Programming.**

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at [usaspending.gov](http://usaspending.gov).
- c. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

## **3. Design and Consultant Services**

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

## **4. Environmental Requirements and other Agreements or Permits.**

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.

- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa DEPARTMENT of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

## 5. Right-of-Way, Railroads and Utilities.

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in [I.M. 3.670](#), Work on Railroad Right-of-Way and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

## 6. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
  - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.
  - ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
  - iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, and execute the contract documents in Doc Express.

- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process- Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with [I.M. 5.050](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

## 7. Construction.

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#), Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

## 8. Reimbursements.

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been

overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
  - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
  - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

#### 9. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in [I.M. 6.110](#), Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

**JASPER COUNTY ENGINEER'S OFFICE**

910 N 11<sup>th</sup> Ave E  
Newton, Iowa 50208

(641) 792-5862  
FAX – (641) 791-7740



Michael J. Frietsch, P.E, FMP  
County Engineer  
[mfrietsch@jasperia.org](mailto:mfrietsch@jasperia.org)

January 26, 2023

To: Jasper County Supervisors

From: Michael J. Frietsch, P.E., FMP  
County Engineer

Re: Proposed Secondary Roads Liberty Ave Yard – Water and Sanitary Sewer Bids

Dear Supervisors,

Our department is proposing a multi-year multi-phased approach to design and construct a new yard and associated structures. The new yard will be located along Liberty Avenue, north of the Sheriff's department building, greatly improving access to the county. Phase 1 of this project will involve the development of the eastern side of the new yard and the construction of a plow truck shed, salt storage structure, and fuel pumping and storage systems. Later phases of the project will involve the development of the remaining yard area and a second access drive, and construction of a second outbuildings and an office-shop building.

Project is being delivered using the construction manager at risk (CMAR) method with separate County let bid packages for Site Earthwork, Water and Sanitary Sewer Service Improvements, and Granular Paving Materials. Presently the Site Earthwork is substantially complete, the CMAR is selected and under contract, and bids were received for the Water and Sanitary Sewer Service Improvements.

Five (5) bids were received for Water and Sanitary Sewer Service Improvements. Three (3) bids were less than or within 10% of the Engineers Cost Opinion of \$147,630.00. Apparent low bidder was Vanderpool Construction Inc. from Indianola, Iowa at a total unit price bid of \$131,125.00. However, Vanderpool did not provide product data sheets with their seal bid, and instead provided them after the bid opening. Therefore, the bidding requirements were technically not met, and per the requirements of the bid documents the second lowest bidder, McAninch Corporation from Des Moines, Iowa, should be considered for award at a total unit price bid of \$140,471.23. Lastly, Lanphier Excavating from Reasnor, Iowa, is a more local option and they are the third lowest bidder, at \$156,735.00.

After consideration of the bids, I recommend awarding a contract to McAninch Corporation in the amount of \$140,471.23. However, as the bid documents state, "The Jasper County Board of Supervisors (Board) in consultation with the Engineer reserve the right to reject any and all bids, and to accept the bid which, in the opinion of the Board, represents the best interests of the County." Therefore, the board can choose to award a contract to either Vanderpool or Lanphier instead and based upon my review of their bids both would be capable of completing the project as specified.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Frietsch". The signature is written in a cursive, slightly slanted style.

Michael J. Frietsch, P.E., FMP  
County Engineer

**RESOLUTION 23-**

**WHEREAS**, the Board of Supervisors, hereafter referred to as “the Board”, believes the Proposed Secondary Roads Liberty Avenue Yard Phase 1 Water and Sanitary Sewer Service Improvements, hereafter referred to as “the project” is in the best interest of Jasper County, Iowa, and the residents thereof. The project is defined as extension of water and sanitary sewer service pipe to the proposed Secondary Roads Yard on Liberty Avenue; and

**WHEREAS**, the Board has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and

**WHEREAS**, The Board finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of Jasper County and its citizens, all as provided for in and permitted by section 331.301 of the Code of Iowa; and

**IT IS THEREFORE RESOLVED** by Board to accept the bid from McAninch Corporation in the amount of \$140,471.23 and awards the associated contract(s) to the same;

**BE IT FURTHER RESOLVED** that Jasper County ARPA funds shall be used to pay for said project; and

**BE IT FURTHER RESOLVED** that all other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of The Board as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law; and

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Jasper County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance, Michael J. Frietsch, the County Engineer for Jasper County County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let through the DOT for this county.

Dated at Jasper County, Iowa, this 07 day of February, 2023.

Board of Supervisors of Jasper County, Iowa

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

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

SEAL

**BID TABULATION**

**PROPOSED SECONDARY ROADS LIBERTY AVENUE YARD PHASE 1 WATER AND SANITARY SEWER SERVICE IMPROVEMENTS**

BIDS RECEIVED 2:00 PM JANUARY 25, 2023



		Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5				
		Vanderpool Construction Inc. Indianola, IA		McAnlnch Corporation Des Moines, IA		Lanphier Excavating LLC. Reasnor, IA		Granite Excavating Elkhart, IA		J & K Contracting Urbandale, IA				
Sealed Bid (Y/N)		Y		Y		Y		Y		Y				
Bid Security Equal to 5% of the Bid Amount (Y/N)		Y		Y		Y		Y		Y				
Signature and Authority Affidavit Form (Y/N)		Y		Y		Y		Y		Y				
Addenda Acknowledged on Signature Form (Y/N)		Y		Y		Y		Y		Y				
Bid Form (Y/N)		Y		Y		Y		Y		Y				
Product Data Sheets Provided at Time of Bid Submission (Y/N)		N		Y		Y		N		Y				
<b>Engineers Opinion of Cost</b>														
Item	Unit	Qty.	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Topsoll Stripping and Stockpiling On-Site	CY	2,800	\$ 4.00	\$ 11,200.00	\$ 3.75	\$ 10,500.00	\$ 3.51	\$ 9,828.00	\$ 1.00	\$ 2,800.00	\$ 47.00	\$ 131,600.00	\$ 28.00	\$ 78,400.00
Meter Pit, Connect to Existing	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 2,900.00	\$ 2,900.00	\$ 3,277.16	\$ 3,277.16	\$ 300.00	\$ 300.00	\$ 2,450.00	\$ 2,450.00	\$ 6,000.00	\$ 6,000.00
Water Main, Trenched, PVC, 4", SW-104 Class P-2 Bedding	LF	350	\$ 60.00	\$ 21,000.00	\$ 36.00	\$ 12,600.00	\$ 34.67	\$ 12,134.50	\$ 50.00	\$ 17,500.00	\$ 55.00	\$ 19,250.00	\$ 62.00	\$ 21,700.00
Water Main, Trenched, Restrained Joint, PVC, 4", SW-104 Class P-2 Bedding	LF	320	\$ 70.00	\$ 22,400.00	\$ 40.00	\$ 12,800.00	\$ 41.05	\$ 13,136.00	\$ 55.00	\$ 17,600.00	\$ 57.00	\$ 18,240.00	\$ 64.00	\$ 20,480.00
Tracer Wire, Solid Copper, #12 AWG, Direct Bury Wire	LF	780	\$ 2.00	\$ 1,560.00	\$ 2.00	\$ 1,560.00	\$ 0.58	\$ 452.40	\$ 1.00	\$ 780.00	\$ 1.00	\$ 780.00	\$ 1.00	\$ 780.00
Tee, DI, 4", MJ, w RJ Accessories	EA	1	\$ 500.00	\$ 500.00	\$ 900.00	\$ 900.00	\$ 359.13	\$ 359.13	\$ 560.00	\$ 560.00	\$ 250.00	\$ 250.00	\$ 1,600.00	\$ 1,600.00
Tapping Saddle, Brass, 4", 2" Tap, w/ 2" Ball Valve Curb Stop	EA	1	\$ 500.00	\$ 500.00	\$ 4,100.00	\$ 4,100.00	\$ 3,517.95	\$ 3,517.95	\$ 1,850.00	\$ 1,850.00	\$ 3,730.00	\$ 3,730.00	\$ 3,000.00	\$ 3,000.00
Cap, DI, 4", MJ, w RJ Accessories	EA	2	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 447.13	\$ 894.26	\$ 200.00	\$ 400.00	\$ 250.00	\$ 500.00	\$ 770.00	\$ 1,540.00

BID TABULATION

PROPOSED SECONDARY ROADS LIBERTY AVENUE YARD PHASE 1 WATER AND SANITARY SEWER SERVICE IMPROVEMENTS



BIDS RECEIVED 2:00 PM JANUARY 25, 2023

		Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5					
		Vanderpool Construction Inc. Indianola, IA		McAninch Corporation Des Moines, IA		Lanphier Excavating LLC. Reasnor, IA		Granite Excavating Elkhart, IA		J & K Contracting Urbandale, IA					
Sealed Bid (Y/N)		Y		Y		Y		Y		Y					
Bid Security Equal to 5% of the Bid Amount (Y/N)		Y		Y		Y		Y		Y					
Signature and Authority Affidavit Form (Y/N)		Y		Y		Y		Y		Y					
Addenda Acknowledged on Signature Form (Y/N)		Y		Y		Y		Y		Y					
Bid Form (Y/N)		Y		Y		Y		Y		Y					
Product Data Sheets Provided at Time of Bid Submission (Y/N)		N		Y		Y		N		Y					
Engineers Opinion of Cost															
Item	Unit	Qty.	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
45 deg Bend, 4", MJ, w RJ Accessories	EA	1	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 348.13	\$ 348.13	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	
22.5 deg Bend, 4", MJ, w RJ Accessories	EA	1	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 348.13	\$ 348.13	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	
11.25 deg Bend, 4", MJ, w RJ Accessories	EA	1	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 280.75	\$ 280.75	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	
Anchor Pipe, DI, 4"	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 700.00	\$ 2,100.00	\$ 348.43	\$ 1,045.29	\$ 420.00	\$ 1,260.00	\$ 1,200.00	\$ 3,600.00	\$ 1,600.00	\$ 4,800.00	
Gate Valve, DI, RW, MJ x MJ, RJ, 4"	EA	3	\$ 3,000.00	\$ 9,000.00	\$ 1,400.00	\$ 4,200.00	\$ 1,021.60	\$ 3,064.80	\$ 1,100.00	\$ 3,300.00	\$ 1,750.00	\$ 5,250.00	\$ 2,600.00	\$ 7,800.00	
Valve Boxes, Cast Iron, Adjustable, Screw Type, Grey Iron Cover labeled "WATER"	EA	4	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 368.50	\$ 1,474.00	\$ 420.00	\$ 1,680.00	\$ 500.00	\$ 2,000.00	\$ 1,300.00	\$ 5,200.00	
Utility Hydrant, Freezeless, Wheel Handle, 2" FPT Inlet, 2" FPT Outlet.	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 3,400.00	\$ 3,400.00	\$ 1,069.96	\$ 1,069.96	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	
Sanitary Sewer, Trenched, PVC, 6", SW-103 Class F-3 Bedding	LF	40	\$ 70.00	\$ 2,800.00	\$ 76.00	\$ 3,040.00	\$ 101.36	\$ 4,054.40	\$ 140.00	\$ 5,600.00	\$ 150.00	\$ 6,000.00	\$ 132.00	\$ 5,280.00	
Sanitary Sewer, Trenched, PVC, 8", SW-103 Class F-3 Bedding	LF	330	\$ 80.00	\$ 26,400.00	\$ 79.00	\$ 26,070.00	\$ 86.00	\$ 28,380.00	\$ 170.00	\$ 56,100.00	\$ 154.00	\$ 50,820.00	\$ 112.00	\$ 36,960.00	



**BID TABULATION**

**PROPOSED SECONDARY ROADS LIBERTY AVENUE YARD PHASE 1 WATER AND SANITARY SEWER SERVICE IMPROVEMENTS**



BIDS RECEIVED 2:00 PM JANUARY 25, 2023

		Bidder No. 1	Bidder No. 2	Bidder No. 3	Bidder No. 4	Bidder No. 5									
		Vanderpool Construction Inc. Indianola, IA	McAninch Corporation Des Moines, IA	Lanphier Excavating LLC. Reasnor, IA	Granite Excavating Elkhart, IA	J & K Contracting Urbandale, IA									
Sealed Bid (Y/N)		Y	Y	Y	Y	Y									
Bid Security Equal to 5% of the Bid Amount (Y/N)		Y	Y	Y	Y	Y									
Signature and Authority Affidavit Form (Y/N)		Y	Y	Y	Y	Y									
Addenda Acknowledged on Signature Form (Y/N)		Y	Y	Y	Y	Y									
Bid Form (Y/N)		Y	Y	Y	Y	Y									
Product Data Sheets Provided at Time of Bid Submission (Y/N)		N	Y	Y	N	Y									
		Engineers Opinion of Cost													
Item	Unit	Qty.	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
Manhole, Sanitary Sewer, SW-303, w/ 1 Internal Drop, 48" ID, SW-601 Type A Casting	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 9,500.00	\$ 9,500.00	\$ 16,864.42	\$ 16,864.42	\$ 9,000.00	\$ 9,000.00	\$ 12,000.00	\$ 12,000.00	\$ 20,500.00	\$ 20,500.00	
Manhole, Sanitary Sewer, SW-301, w/ 1 Internal Drop, 48" ID, SW-601 Type A Casting	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 8,410.90	\$ 8,410.90	\$ 8,500.00	\$ 8,500.00	\$ 12,000.00	\$ 12,000.00	\$ 24,000.00	\$ 24,000.00	
Manhole, Sanitary Sewer, SW-301, w/ 2 Internal Drops, 48" ID, SW-601 Type A Casting	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,202.64	\$ 8,202.64	\$ 8,500.00	\$ 8,500.00	\$ 15,000.00	\$ 15,000.00	\$ 22,000.00	\$ 22,000.00	
Inlet Protection Device	EA	1	\$ 500.00	\$ 500.00	\$ 350.00	\$ 350.00	\$ 330.00	\$ 330.00	\$ 500.00	\$ 500.00	\$ 263.00	\$ 263.00	\$ 375.00	\$ 375.00	
Silt Fence Removal	LF	135	\$ 2.00	\$ 270.00	\$ 3.00	\$ 405.00	\$ 3.30	\$ 445.50	\$ 3.00	\$ 405.00	\$ 3.00	\$ 405.00	\$ 4.00	\$ 540.00	
SWPPP Management	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,600.00	\$ 2,600.00	\$ 2,750.00	\$ 2,750.00	\$ 500.00	\$ 500.00	\$ 5,250.00	\$ 5,250.00	\$ 3,200.00	\$ 3,200.00	
Construction Layout	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,300.00	\$ 3,300.00	\$ 4,620.00	\$ 4,620.00	\$ 2,400.00	\$ 2,400.00	\$ 8,000.00	\$ 8,000.00	\$ 6,300.00	\$ 6,300.00	
Mobilization/Demobilization	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$ 15,182.91	\$ 15,182.91	\$ 14,500.00	\$ 14,500.00	\$ 10,000.00	\$ 10,000.00	\$ 68,000.00	\$ 68,000.00	
<b>Total Unit Price Bid</b>			<b>\$ 147,630.00</b>		<b>\$ 131,125.00</b>		<b>\$ 140,471.23</b>		<b>\$ 156,735.00</b>		<b>\$ 311,388.00</b>		<b>\$ 346,455.00</b>		

Modernized National Spatial Reference System

**Proposal to Update a 6-Mile  
Grid of Jasper County Geodetic Control Monuments  
01-20-2023**

**A. PURPOSE**

The purpose of this estimate is to provide all the labor and materials required to update and modernize an approximate 6-mile grid of Jasper County geodetic control monuments. The network update will support the future National Spatial Reference System (NSRS) modernization including the modernized Iowa State Plane Coordinate System.

**B. INTRODUCTION**

The original Jasper County geodetic control monuments were installed in 2005. A county-wide GPS network provided state plane coordinates tied to the existing NGS horizontal and vertical datums. NGS is currently in the process of replacing the existing datums. The modernized 2022 datums will have significant coordinate shifts in the magnitude of 2.2 meters horizontally and 0.75 meters vertically. To prepare for the modernized 2022 horizontal and vertical datums, NGS recommends new GPS field observations and subsequent countywide network adjustment.

New "static" GPS field observations will be required to readjust the Jasper County monuments to the current NAD83(2011) datum. The new GPS field observations will guarantee the correct positional accuracy of the remeasured network monuments. The new GPS field observations will also support the future 2022 datums and the computation of the new Iowa State Plane Coordinates based upon the geodetic control defined in the NSRS modernization.

**C. SCOPE OF SERVICES**

Dan Corbin, Inc. (DCI) will provide all the labor and equipment required to perform a complete post-processed "static" GPS survey. New GPS field observations will be collected for the approximate 6-mile grid of Jasper County GPS monuments.

A new countywide least squares network adjustment will be completed. All processed data and error factors will be computed using a 95% confidence factor. The minimum and maximum ratios of the fully constrained adjustment shall be included in the report. The new network will be directly tied horizontally to the latest NAD83(2011) datum and vertically to the latest NAVD88 datum.

A network adjustment summary including the final adjustment statistics, network vector map, AutoCAD drawing with point locations, and a xyz coordinate listing with complete point attributes will be provided in hard copy and digital form. Coordinates will be provided in the Iowa State Plane South Zone (1402) and in the IaRCS Zone 9 projection.

**The GPS field observations and network adjustment will be performed under the direct supervision of Gary G. Brown P.L.S. a duly licensed Land Surveyor in the State of Iowa.**

A complete set of the raw GPS observations including the final post-processed network vectors will be archived and saved for future use by the County. Utilizing the archived observations will greatly reduce the cost of future network re-adjustments.

**D. PRE-SURVEY MONUMENT RECONNAISSANCE (Spring of 2023)**

Prior to the new GPS field observations 46 of the existing Jasper Co. network monuments (approx. 6-mile grid) will be field located.

- Monuments will be uncovered and/or dug out.
- Brush and weeds will be cut back.
- Monuments will be left in a “tripod ready” condition.
- A numbered and flagged lathe will be set at each site.
- A close-up picture of the monument and a site picture will be captured at each site.
- An Excel listing of the current field conditions and digital copies of the pictures will be submitted to the County Engineer for review.

Reconnaissance Cost ..... **\$3,910**  
(If required, additional monuments will be field located. Cost \$85/monument)

**E. REPLACE DESTROYED MONUMENTS (per Co. Engineer’s approval)**

Install new Berntsen driven rod monuments complete with new survey caps encased in PVC pipes with aluminum access covers. Cost = \$947 per mobilization + \$1021 per monument  
(As an example, the cost to replace 2 monuments is:  $\$947 + (2 \times \$1021) = \$2,989$ )

**F. NA2011 NETWORK ADJUSTMENT (46 network monuments) (Summer of 2023)**

New static GPS field observations and least squares network adjustment including the PLS Certification by Gary G. Brown for the re-measure and network adjustment. Post-processed GNSS vectors to select Continuously Operating Reference Stations (CORS) and/or laRTN stations will be included in the network.

Cost ..... **\$23,749**

**G. NA2011 MONUMENT RECORDS (Winter of 2023/24)**

Republish the Monument Records from the 2005 Jasper Co. GPS Report with the new NA2011 point coordinate data and attributes including the laRCS Zone 9 coordinates. Republish with the existing field ties. Provide one hard copy and one digital copy.

Cost ..... **\$3,886**

**H. MODERNIZED NATRF 2022 “Level 1” NETWORK ADJUSTMENT (2025 per NGS)**

Using the archived static network vectors from this contract, release the network from the obsolete geodetic control, lock the network to the new 2022 geodetic control and re-adjust the Jasper County control network to the North American Terrestrial Reference Frame (NATRF) of 2022. Republish the Monument Records from the Jasper Co. GPS Report with the new modernized 2022 coordinate data and attributes including the new modernized Zone 9 Iowa State Plane Coordinates. Republish with the existing field ties. Provide one hard copy and one digital copy.

Cost ..... **\$6,686**

**I. TERMS AND CONDITIONS**

The services performed for this project will be invoiced as the work is completed. The costs provided in this contract are good faith estimates. DCI will not exceed these costs without previous consent from the Client. In the event the scope of service does change and require additional work; all additional work will be invoiced at an hourly rate of \$175/hr.

Payment terms are as follows: Net 30 days – 1.5% per month on all accounts over 30 days unless otherwise specified by the Client at the time of contract.

The costs in this Proposal are valid for 90 days from the date hereof and become binding if signed and delivered by both parties during that period.

**J. LIMITATION OF DAMAGES**

In the event of the breach of this Agreement by either party, it's agents or employees, or any claim of damages by one party against the other, based on any legal or equitable claim, the parties agree that the amount of damages that may be recovered by any party shall be limited to a sum no greater than the total amount of the payments to be made pursuant to this Agreement.

**K. SAVING CLAUSE**

Should any provisions of this contract be deemed unenforceable by a court of law, all the other provisions shall remain in effect.

Dan Corbin, Inc.  
28 River Ridge Lane  
Cedar Falls, IA 50613  
Email: dcorbin@cfu.net

Jasper County

By: Dan Corbin  
Dan Corbin, President

By: \_\_\_\_\_  
Jasper County

Date 1-20-2023

Date \_\_\_\_\_

Attest: \_\_\_\_\_  
Jasper County Auditor – Jenna Jennings



CALHOUN-BURNS  
&  
ASSOCIATES, INC.

January 30, 2023

Michael Frietsch, P.E.  
Jasper County Engineer  
910 N. 11th Ave. E.  
Newton, IA 50208-1866

**RE: SUPPLEMENTAL AGREEMENT FOR FINAL DESIGN SERVICES  
BRIDGE NO. T06 OVER NORTH SKUNK RIVER  
BRS-C050(132)--60-50 (FHWA No. 030840)  
JASPER COUNTY  
CB&A No. 2020249**

Dear Mr. Frietsch:

This Supplemental Agreement is submitted in accordance with our current Consulting Engineering Contract dated November 20, 2020, and your recent request for final design services for Bridge No. T06 over North Skunk River located in Section 12 of Lynn Grove Township.

As previously discussed with you, we expect a new custom Pretensioned Prestressed Concrete Beam (PPCB) bridge 314'-0 long and 30'-0 wide, will be the most economical and appropriate replacement at this site. The new bridge and associated grading and paving are expected to cost about \$2,400,000.00 to construct.

The preliminary design drawings, which constitute the initial submittals, have been sent to you and other review agencies as appropriate. Upon receiving the necessary clearances, we will complete the final design computations, perform final detailing, and submit the final project plans to you and the DOT for letting.

We propose to perform the final design work for the following fees:

**V.B. ROAD PLANS**

FINAL DESIGN:	LUMP SUM = \$	3,940.00
FINAL DETAILING:	LUMP SUM = \$	3,830.00
FINAL DRAFTING:	LUMP SUM = \$	3,800.00

**V.C. BRIDGE PLANS**

FINAL SUPERSTRUCTURE DESIGN:	LUMP SUM = \$	15,370.00
FINAL SUPERSTRUCTURE DETAILING:	LUMP SUM = \$	15,220.00
FINAL SUPERSTRUCTURE DRAFTING:	LUMP SUM = \$	14,850.00

FINAL SUBSTRUCTURE DESIGN:	LUMP SUM = \$ 15,300.00
FINAL SUBSTRUCTURE DETAILING:	LUMP SUM = \$ 15,180.00
FINAL SUBSTRUCTURE DRAFTING:	LUMP SUM = \$ 14,750.00
FINAL COORDINATION / SUBMITTALS:	AT HOURLY RATES (ESTIMATED AT \$4,500.00)
GENERAL SERVICES DURING CONSTRUCTION: (WAVE EQUATIONS CURVES, SHOP DRAWINGS, HAUNCH CALCULATIONS)	AT HOURLY RATES (ESTIMATED AT \$3,200.00)

All provisions of the original contract remain in effect except as modified by this supplemental agreement.

Please review this submittal and, if it is acceptable, obtain the required County signatures and date below. Please return a fully executed copy to our office. We are ready to complete the work on this important project for you and Jasper County.

Sincerely,



JEFF M. FADDEN, P.E.,  
VICE PRESIDENT

**APPROVED FOR JASPER COUNTY:**

\_\_\_\_\_  
BOARD OF SUPERVISORS – CHAIR

**ATTESTED BY:**

\_\_\_\_\_  
MICHAEL FRIETSCH, P.E.  
JASPER COUNTY ENGINEER

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

\_\_\_\_\_  
Jenna Jennings  
Jasper County Auditor

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

**License Agreement Addendum**

This License Agreement Amendment (the "Amendment") to License Agreement no. 7067 by and between Jasper County, IA ("Customer") and Zencity Technologies US Inc. ("Zencity"), dated as of July 16, 2020 (the "License Agreement") is entered into as of February 8, 2023 (the "Amendment Date").

All capitalized terms not defined herein shall have the meaning ascribed to such terms in the License Agreement

Whereas, the Parties wish to amend certain terms of the License Agreement as set forth herein;

Now, therefore, the Parties hereto agree to amend the terms of the License Agreement as set forth below.

- Term.** The Term of this Addendum shall be 17 month commencing as of February 8, 2023 and ending on July 8, 2024 (the "Term"), after which this Addendum shall automatically renew for successive periods of 12 months, unless either Party provides notice of non-renewal at least 90 days prior to the end of such applicable term.
- Recurring Fees.** The Recurring Fees table included in the License Agreement shall be amended to also include the following:

RECURRING FEES						
Name	SKU	Product Description	Term	Term Price	Discount	Discounted Term Price
Zencity Engage Pro	ZC-ENG	Unlimited community engagement interface to share essential project context and invite resident collaboration and input.	17 months	\$24,650	31%	\$17,000
Zencity 360 Essentials	ZC-ESS	<p><b>Community engagement platform provides local government professionals with all the essential tools to hear from their communities:</b></p> <p>Recurring, online survey measuring resident satisfaction, including:</p> <ul style="list-style-type: none"> <li>- One citywide/countywide sampling area (no geographic breakdown) with large annual samples (</li> <li>- One full summary report within the first 3-6 months and unlimited ongoing midterm reports</li> <li>- Always-on dashboard, including responses, feed, and performance scores</li> <li>- Unlimited translations of questions and responses</li> <li>- Up to 2 add-on questions - closed ended only</li> </ul> <p>Experience Surveys - questionnaire designed to immediately collect feedback on non-emergency services provided by the city:</p> <ul style="list-style-type: none"> <li>- Accessible short questionnaires that connect to your CRM, forms and permitting</li> <li>- Smart distribution mechanism by SMS and e-mail</li> <li>- Live scores for services you can share with your teams</li> </ul>				
<b>Total Gross</b>						<b>\$24,650</b>
<b>Total Discount</b>						<b>-\$7,650</b>
<b>Total Term Fees</b>						<b>\$17,000</b>

- General.** This Addendum shall form an integral part of the License Agreement.. Unless expressly specified herein, all other provisions, terms and conditions in the License Agreement shall apply and shall remain in full force and effect. In case of any contradiction or discrepancy between the terms of this Addendum to those of the License Agreement, with respect to matters described herein, the terms of this Addendum shall prevail.

In witness whereof, the parties have executed this Addendum, effective as of the Addendum Date.

\_\_\_\_\_  
Zencity

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Attest

Tuesday, January 24, 2023, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Stevenson, Talsma, and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Stevenson, seconded by Cupples to amend the agenda to include a liquor license for the Izaak Walton League.

YEA: STEVENSON, CUPPLES, TALSMA

Sheriff John Halferty presented a quote to purchase a new ambulance for the ALS program. John explained to buy and build an ambulance right now would be a minimum 2 year wait time. With the ALS program building momentum and ARPA funds needing to be expensed by 2026 they are wanting to act sooner. Arrow Mfg. in Rock Rapids, IA currently has a 2022 Ram 5500 4x4 Heavy Duty Ambulance available, and with a few modifications could be picked up in 6-8 weeks and placed into service. Sheriff Halferty is also working on an MOU with the Iowa Speedway to house the new ambulance in the Field Care Center in exchange for EMS services during events.

Motion by Cupples, seconded by Stevenson to approve the purchase of a 2022 Ram 5500 ambulance in the amount of \$354,338.00 from Arrow Mfg. Inc with ARPA funds.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Stevenson, seconded by Cupples to accept the revised bid from Marco to include faxing for a new Jail copier in the amount of \$4,193.54.

YEA: STEVENSON, CUPPLES, TALSMA

Engineer, Mike Frietsch, presented a proposal to update the 2005 Jasper County Geodetic Control Network. He explained moving from a 3-mile grid to 6 miles could significantly reduce the cost to make the update. Mike will request an updated quote to be put on the Board of Supervisors agenda, February 7<sup>th</sup>.

Motion by Stevenson, seconded by Cupples to table the proposed 2005 Jasper County Geodetic Control Network until February 7, 2023.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to approve a bridge deck replacement contract with Herberger Construction Co for project BRS-C050(116)—60-50 (Bridge 011) in the amount of \$1,076,454.89.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Stevenson, seconded by Cupples to approve the liquor license for Izaak Walton League.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to approve the Board of Supervisors minutes for January 17, 2023.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Stevenson, seconded by Cupples to appoint Fred Chabot replacing Christofer Kingery, and Edward Spangenburg, replacing Matt Smith on the Veterans Affair Board.



YEA: STEVENSON, CUPPLES, TALSMA

Motion by Stevenson, seconded by Cupples to adjourn the Tuesday, January 24, 2023 meeting of the Jasper County Board of Supervisors.

YEA: STEVENSON, CUPPLES, TALSMA

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Jenna Jennings, Auditor

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Brandon Talsma, Chairman