

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

March 28, 2023

9:30 a.m.

www.jasperia.org

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

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

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

AMENDED AGENDA

Pledge of Allegiance

- Item 1 Public Hearing – Community Development – Kevin Luetters**
a) 3rd Reading for Brent Vandewall with Firm Foundation Inc. Requesting a Rezone for Parcel #13.23.102.001, from Agricultural to Rural Residential RR1.
- Item 2 Public Hearing – Attorney – Nick Pietrack**
a) Control Burn Ordinance
- Item 3 Public Hearing – Remove Ordinance #65**
a) Ordinance #65 – To Regulate the Operation of All-Terrain and Off-Road Utility Vehicles in Jasper County
- Item 4 Urban Renewal Plan for Legacy Plaza Urban Renewal Area**
a) Resolution Approving and Authorizing Execution of a First Amendment to the Agreement for Private Development by and among Jasper County, Iowa, the City of Newton, Iowa, and Christensen Development 1, LLC.
b) First Amendment to Agreement for Private Development by and Among the City of Newton, Iowa and Christensen Development 1, LLC and Jasper County, Iowa.
- Item 5 Sheriff – John Halferty**
a) Garage Doors for the Ambulance Bay at Iowa Speedway Quotes
- Item 6 Engineer – Mike Frietsch**
a) IA 146 Grade and Pave Project Detour Agreement with Jasper County
- Item 7 Escrow Extension Agreement for Solar Panels**
- Item 8 Eligible Applicants Certified by the Jasper County Civil Service Commission**
- Item 9 Approval of Claims Paid through 03/28/2023**
- Item 10 Approval of Board of Supervisors Minutes for March 21, 2023**
- Item 11 Board Appointments**

PUBLIC INPUT & COMMENTS

Close Session requested by Ryan Eaton in Accordance with Iowa Code Section 21.5(k) to discuss information contained in records in the custody of a governmental body that are confidential records pursuant to section 22.7, subsection 50.

Item 12 Work Section

Rezoning Request R-2023-002

I, Brent Vandewall with Firm Foundation Inc, request that the properties described as:

Parcel # 13.23.102.001

A tract described as Commence 4 rods South of the Northwest corner of Section 23, run thence North 4 rods, thence East 80 rods, thence South 28 rods and 4 feet, thence West to the public highway, thence Northwesterly to the place of beginning, being 12 acres off of the North side of that part of the Northwest Quarter of the Northwest Quarter of said Section 23 lying North and East of the road; all in Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, EXCEPT a parcel of Land located in the Northwest Quarter of the Northwest Quarter of Section 23, Township 79 North, Range 19 West of the 5th P.M., said parcel described as follows: Beginning at the NW corner of said Sec. 23, thence South 123.3 ft., thence North 89° 29' East 13.1 ft., thence South 34° 58' East 428.4 Ft. Thence North 89° 29' East 73.2ft., thence North 34° 58' West 174.2 FT., thence northerly 360.90 ft. along a 895.0 ft radius curve concave northeasterly and tangent to the preceding course, thence South 89° 29' West 88.5 ft. to point of beginning, containing 0.25 acres more or less exclusive of the present established roads. Note: The W. line of the SW ¼ Sec. 14-79-19 is assumed to bear due North.

Be rezoned from "Agricultural" to "Rural Residential RR1"

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

Approved this _____ day of _____, 2022

Auditor

Chairperson

JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division
315 W 3rd ST N - #150 Newton, IA 50208 ph: 641-792-3084

R-2023-002

I, Brent Vandewall with Firm Foundations Inc. request that the following parcel be rezoned from Agricultural "A" to Rural Residential "RR1" to create a rural residential subdivision and comply with Jasper County Ordinance #04E.

PARCEL #1323102001

Signed [Signature]

Date 2/20/23

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

3 Aye 1 Nay

[Signature]
Chairperson Jasper County Zoning Commission

State of Iowa, Jasper County

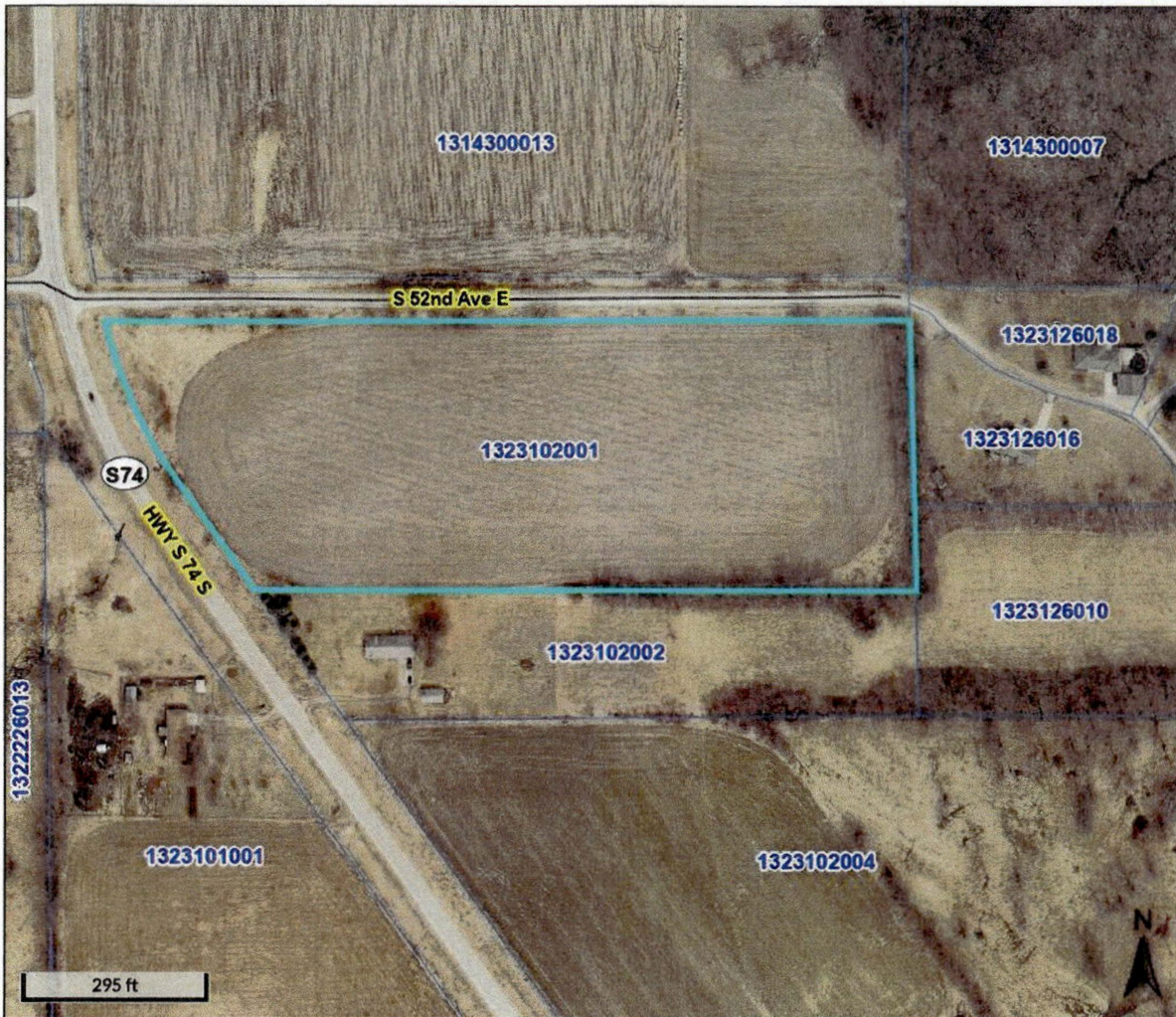
On this 22 day of February, before me Brett Jennings, a Notary Public in and for the State of Iowa, appeared Ross Baxter to me personally known to be the chairperson of the Jasper County Zoning Commission and that said Rezoning Request was signed by him/her on behalf of said Jasper County Zoning Commission. Witness my hand and Notary Seal the day and year above written.

[Signature]
- Notary in and for the State of Iowa

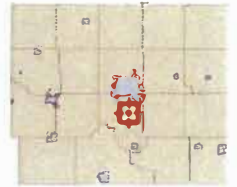




Jasper County, IA



Overview



Legend

Parcels

- Parcel
- BLL
- Corporate Limits
- Political Township

Roads

- Local
- Primary Highway
- Secondary Highway
- Other

| | | | | | |
|------------------------------|---|---------------------|--------|----------------------|----------------------------------|
| Parcel ID | 1323102001 | Alternate ID | 054200 | Owner Address | DEVORE, BETTY L REV LIVING TRUST |
| Sec/Twp/Rng | 23-79-19 | Class | A | | 310 E 24TH ST N |
| Property Address | | Acres | 11.98 | | NEWTON, IA 50208 |
| District | PANT1 | | | | |
| Brief Tax Description | LOT 1 NW NW | | | | |
| | (Note: Not to be used on legal documents) | | | | |

Jasper County Data Disclaimer

Please Read Carefully

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

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

Date created: 2/8/2023
 Last Data Uploaded: 2/8/2023 9:22:08 AM

Developed by Schneider
 GEOSPATIAL

JASPER COUNTY

ORDINANCE NO. _____

**AN ORDINANCE TO REGULATE THE REQUIREMENT OF PROVIDING NOTICE
FOR TYPES OF CONTROLLED BURNS WITHIN JASPER COUNTY
BE IT ORDAINED BY THE BOARD OF SUPERVISORS JASPER COUNTY, IOWA:**

SECTION 1 – PURPOSE

The purpose of this ordinance is to establish pre-burn notice requirements for certain types of controlled burns within Jasper County. Notification is required as a courtesy to avoid the local fire departments and emergency personnel from being called out mistakenly at the report of a controlled burn. In addition, notification is required as to assist local fire departments and emergency personnel in responding to controlled burns in the case of emergency.

SECTION 2 – DEFINITIONS

“Structures fires” are any fires which are for the burning or destruction of agricultural structures.

“Structures” means barns, machine sheds, storage cribs, animal confinement buildings, and homes located on the premises and used in conjunction with crop production, livestock or poultry raising and feeding operations.

“Controlled or prescribed burn” is any fire set intentionally for purposes of forest management, farming, field clearing, prairie maintenance or land clearing operations.

“Recreational fires” are any fires for cooking, heating, recreation, and ceremonies.

“Required Burn Information” is the information required to be provided to Jasper County Dispatch through the nonemergency phone prior to a purposeful burn.

SECTION 3 – NOTIFICATION PRIOR TO BURN AND UPON COMPLETION

Prior to any structure fires, controlled burns or prescribed burns the individual(s) overseeing the burn shall provide notice to a Jasper County Dispatch Operator by calling the non-emergency phone number for Jasper County Dispatch and providing all required burn information.

In addition, upon completion of the burn, the person shall notify dispatch.

SECTION 4 – REQUIRED BURN INFORMATION

Prior to any structure burn, controlled or prescribed burn within Jasper County the individual(s) overseeing the burn shall provide the following information at least one (1) hour prior to the start of the burn.

1. The location of the burn.
2. Estimated acreage of burn.

3. The method of the burn.
4. The type of burn.
5. Name and contact information for the individual(s) overseeing the burn.

Verbal confirmation from a Jasper County Dispatcher is required prior to any burn beginning.

SECTION 5 – COMPLIANCE WITH OTHER REQUIREMENTS OR LAWS

This Ordinance only applies to notification requirements prior to specific types of burns or fires. Compliance with any other local, State or Federal laws are required for all burns or fires. Further, this Ordinance shall not authorize any type of burn or fire that is not authorized by another local, State or Federal law.

Completion of notification shall not act as an exemption to any active State or County burning ban.

SECTION 6 – EXEMPTIONS

1. Fireplaces or grills. This Ordinance shall not apply to outdoor fireplaces or grills.
2. Outdoor patio heaters. This Ordinance shall not apply to outdoor patio heaters burning only natural gas, propane, or alcohol.
3. Recreational bonfires, fireplaces and grills. This Ordinance shall not apply to open fires burning charcoal or untreated seasoned wood for cooking, recreation and ceremonies.
4. Brush Pile Burn. This Ordinance shall not apply to any brush, tree trimming or yard waste burns.

SECTION 7 – PENALTY FOR NONCOMPLIANCE

A violation of this Ordinance shall be enforceable as a County Infraction. A Jasper County Sheriff Deputy or any Fire Chief of a Fire Department within Jasper County shall have the authority to cite an individual(s) for a violation of this ordinance. The penalties for a violation of this Ordinance shall include:

- For a 1st Offense: A civil penalty of up to \$250, court costs, plus reasonable FEMA Costs for responding fire department(s).
- For a 2nd Offense: A civil penalty of up to \$500 plus court costs, court costs, plus reasonable FEMA Costs for responding fire department(s).
- For a 3rd Offense: A civil penalty of up to \$1,000 plus court costs, plus reasonable FEMA Costs for responding fire department(s).

None of the penalties under this Ordinance shall limit other actions – either criminal or civil – related to a burn or fire if so applicable.

SECTION 8 – SEVERABILITY CLAUSE

If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 9 – EFFECTIVE DATE

This ordinance shall be in effect immediately after its final passage and publication as provided by law.

Passed and approved this _____ day of _____ 2023.

Jasper County Board of Supervisors

Brandon Talsma – Chairman

Doug Cupples

Denny Stevenson

ATTEST:

Jenna Jennings – County Auditor

First Reading: _____

Second Reading: _____

Approved: _____

Published: _____



Doc ID: 003886980006 Type: GEN
Recorded: 01/12/2021 at 08:14:04 AM
Fee Amt: \$0.00 Page 1 of 6
Jasper County, Iowa
Denise Allan County Recorder

File **2021-00000255**

DOCUMENT PREPARED BY:

Nicholas Pietrack – Jasper County Assistant County Attorney

Address: 114 W. 3rd St. N. - Newton, IA 50208 – Phone: 641.792.5010

RETURN RECORDED DOCUMENT TO:

JASPER COUNTY AUDITOR'S OFFICE

TITLE OF DOCUMENT:

Ordinance #65 An Ordinance to Regulate the Operation of All-Terrain and Off-Road Utility
Vehicles in Jasper County

GRANTOR: See Page 2

GRANTEE: See Page 2

Auditor - No Fee

JASPER COUNTY
ORDINANCE NO. 65

AN ORDINANCE TO REGULATE THE OPERATION OF ALL-TERRAIN AND OFF-ROAD UTILITY VEHICLES IN JASPER COUNTY

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

SECTION 1 – PURPOSE

The purpose of this ordinance is to designate the secondary roads within Jasper County where all-terrain vehicles and off-road utility vehicles may operate and how they must be operated.

SECTION 2 – DEFINITIONS

The definition of terms used in this ordinance are:

1. “All-terrain vehicle,” OR “ATV” as defined by Iowa Code section 321I.1 (1)(a), means a motorized vehicle with not less than three and not more than six non-highway tires that is limited by engine displacement to less than one thousand cubic centimeters and in total dry weight to less than one thousand two hundred pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.
2. “Off-road vehicle,” or “UTV” as defined in Iowa Code section 321I.1(17)(a), means a motorized vehicle with not less than four and not more than eight non-highway tires or rubberized tracks that has a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control.
3. “Party Riding,” means more than two (2) ATVs or UTVs riding together in a group at one time. Factors to determine if more than 2 ATVs or UTVs are riding together in a group at one time shall include, but are not limited to: proximity to each other, time spent traveling on same road or in same direction, starting and ending points of travel and any other reasonable factor.
4. “Roadway,” as defined in Iowa Code section 321I.1, means that portion of a highway improved, designed, or ordinarily used for vehicular travel. Roadway does not include the ditch.
5. “ATV/UTV Special Use Permit,” means a specific and limited allowance to operate ATVs/UTVs in a manner that is a variance to this Ordinance. Such permits must be applied for through the Jasper County Auditor and approved by the Jasper County Board of Supervisors. Approval, denial and revoking of a permit is at the discretion of the Board of Supervisors.

SECTION 3 – OPERATION ON ROADWAYS

It is the intent of this ordinance to keep ATV and UTV operation on Jasper County paved roads to an absolute minimum. To that end, ATVs and UTVs may be operated on Jasper County graveled public roads, with the exception of Level B and C roads. Such operation must begin after official sunrise and must cease before official sunset. In the event that there is not a permissible gravel public road opposite an intersection with a Jasper County paved road or in the event that a person residing on a county blacktop wishes to operate an ATV or UTV on the gravel roadways, ATVs and UTVs may operate on the Jasper County paved road as far as the closest Jasper County gravel public road.

If someone is required to travel on a Jasper County paved roadway the person may only do so for a reasonable distance. In order to determine whether a particular distance of travel on a paved Jasper County roadway is reasonable, the following factors may be considered: a) the operator's starting location; b) any planned course of travel by the operator and/or any individuals the operator is riding with; c) the operator's destination; d) the operator's place of residence; e) any other pertinent factors. Regardless of the expressed factors, this distance should not exceed two miles.

SECTION 4 – UNLAWFUL OPERATION

A person shall not operate an ATV or UTV under any of the following conditions on Jasper County Roads:

1. At a rate of speed greater than the posted speed limit or greater than reasonable or proper under existing circumstances, but in no case above 35 miles per hour.
2. At any time more than one (1) hour before sunrise or after sunset.
3. In a careless manner such that it creates or causes unnecessary tire squealing, skidding, or sliding upon acceleration or stopping; or simulates a race or causes any wheel or wheels to unnecessarily lose contact with the ground or causes the vehicle to unnecessarily turn abruptly or sway.
4. Without a lighted white light to the front and lighted red light to the rear, both of which shall be installed, functional and on at all times of operation.
5. Without seatbelts when operating or riding in a side-by-side. and operated in accordance with industry standards and practices for the vehicle.
6. While under the influence of alcohol, narcotics or drugs. All laws that apply to a motor vehicle also apply to ATVs and UTVs.
7. Without liability insurance (or other proof of financial responsibility as provided in Iowa Code Chapter 321A) in an amount not less than that amount set forth in Section 5 of this Ordinance and shall carry proof of insurance on board at all times of operation. An

owner or driver cited for a violation, who produces to the clerk of court prior to the person's court appearance as indicated on the citation proof that financial liability coverage was in effect for the motor vehicle at the time the person was stopped and cited, shall not be convicted of such violation and the citation issues shall be dismissed by the court. Upon dismissal, the court or clerk of court shall assess the costs of the action against the defendant named on the citation.

8. A person shall not operate an ATV or UTV on any designated riding area or designated trail unless the riding area or trail is signed as open to ATV or UTV operation.
9. A person shall not operate an ATV or UTV unless the operator is 18 years of age or older and has a valid driver's license.
10. A person shall not operate an ATV or UTV with more persons on the vehicle than it was designed to carry.
11. A person shall not operate an ATV or UTV at between September 15th and November 1st of the calendar year if they are engaging in Party Riding.
12. A person shall not operate an ATV or UTV without using proper turn signals or hand signs.
13. A person shall not operate an ATV or UTV on any County Conservation owned or managed property, including all county parks. All state park rules apply.
14. A person shall not operate an ATV or UTV on any snowmobile trails except where designated by the controlling authority and the primary snowmobile trail sponsor.
15. The operation of an ATV or UTV is only permitted on the roadway or shoulder, not in the ditch or the area between the edge of the shoulder to the bottom of the ditch.
16. A person shall have a copy of this ordinance with them at all times of operation.
17. A person shall not allow someone to operate an ATV or UTV in violation of this ordinance.
18. A person shall not operate an ATV or UTV in violation of any other County or State law.

SECTION 5 – IDENTIFICATION REQUIREMENTS

Individuals who operate on gravel roadways in Jasper County must obtain an identification decal from the Office of the Jasper County Recorder. There will be a yearly fee of (\$30). The following conditions apply:

1. The individual applying for an identification decal shall be 18 years or older and possesses a valid driver's license.
2. The owner of each ATV or UTV shall be required to provide proof of ownership including but not limited to, registration and other documentation accepted by the Recorder.
3. The owner of each ATV or UTV at time of purchasing the identification decal shall be required to prove liability insurance with the minimum coverage of \$50,000 bodily injury per person, \$100,000 bodily injury per accident, and \$50,000 property damage. The minimum coverages must be in effect during operation of an ATV or UTV.
4. Decals will be issued for ATV and UTV and are not transferable.
5. Decals shall be affixed to the rear of the vehicle so that the permit is clearly visible at all times of operation.
6. Decals will be good for one (1) calendar year and valid January 1st through December 31st.
7. The Sheriff may revoke the decal upon evidence that the owner/operator has violated the conditions of the decal or abused the privileges of being a decal holder. If the decal is revoked there will be no refund for that decal fee. Reinstatement or purchase of a new decal is not allowed for that owner/operator for 1 year from the date of the revocation.

SECTION 6 – EXEMPT VEHICLES AND OPERATORS

This Ordinance does not apply to any exemption under the Iowa Code for ATVs or UTVs operated pursuant to Iowa Code section 321I.9(government and farm implements) or Iowa Code section 321.234A (incidental to and use for agricultural purposes, government, public utilities, licensed engineers and licensed surveyors) or Iowa Code section 352.2, 321I.14(3)(b)(farm operations), or if granted a ATV/UTV Special Use Permit.

SECTION 7 – PENALTIES

Violation of this Ordinance shall constitute a Simple Misdemeanor punishable by a fine of \$105 to \$850 plus the applicable court surcharge and costs and/or up to 30 days in jail.

SECTION 8 – SEVERABILITY CLAUSE

If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 9 – EFFECTIVE DATE

This ordinance shall be in effect immediately after its final passage and publication as provided by law. If the effective date falls in the last quarter of the calendar year the decals created under this Ordinance shall have the next calendar year on them but shall be valid for the year in which the effective date falls.

SECTION 10 – REVIEW OF ORDINANCE

As part of this Ordinance the Jasper County Board of Supervisors sets forth a plan to review this Ordinance in a calendar year from the effective date of the Ordinance. Therefore, the Jasper County Board of Supervisors shall review this Ordinance during a Board of Supervisors meeting, within the 11th month of the Ordinance’s effective date, and vote to reapprove the ordinance or to strike it. After the one-year review of this Ordinance, regardless if it is reapproved or stricken, there will be no additional yearly reviews.

Passed and approved this 4th day of January 2021.

Jasper County Board of Supervisors

Denny Carpenter
Denny Carpenter

Brandon Talsma
Brandon Talsma

Doug Cupples
Doug Cupples

ATTEST:
Dennis Parrott
Dennis Parrott – County Auditor

First Reading: _____

Second Reading: _____

Approved: _____

Published: _____

JASPER COUNTY

ORDINANCE NO. 65

AN ORDINANCE TO REGULATE THE OPERATION OF ALL-TERRAIN AND OFF-ROAD UTILITY VEHICLES IN JASPER COUNTY

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

SECTION 1 – PURPOSE

The purpose of this ordinance is to designate the secondary roads within Jasper County where all-terrain vehicles and off-road utility vehicles may operate and how they must be operated.

SECTION 2 – DEFINITIONS

The definition of terms used in this ordinance are:

1. "All-terrain vehicle," OR "ATV" as defined by Iowa Code section 321I.1 (1)(a), means a motorized vehicle with not less than three and not more than six non-highway tires that is limited by engine displacement to less than one thousand cubic centimeters and in total dry weight to less than one thousand two hundred pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.
2. "Off-road vehicle," or "UTV" as defined in Iowa Code section 321I.1(17)(a), means a motorized vehicle with not less than four and not more than eight non-highway tires or rubberized tracks that has a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control.
3. "Roadway," as defined in Iowa Code section 321I.1, means that portion of a highway improved, designed, or ordinarily used for vehicular travel. Roadway does not include the ditch.

SECTION 3 – OPERATION ON ROADWAYS

It is the intent of this ordinance to keep ATV and UTV operation on Jasper County paved roads to an absolute minimum. To that end, ATVs and UTVs may be operated on Jasper County graveled public roads, with the exception of Level B and C roads. Such operation must begin after official sunrise and must cease before official sunset. In the event that there is not a permissible gravel public road opposite an intersection with a Jasper County paved road or in the event that a person residing on a county blacktop wishes to operate an ATV or UTV on the gravel roadways, ATVs and UTVs may operate on the Jasper County paved road as far as the closest Jasper County gravel public road.

If someone is required to travel on a Jasper County paved roadway the person may only do so for a reasonable distance. In order to determine whether a particular distance of travel on a paved Jasper County roadway is reasonable, the following factors may be considered: a) the

operator's starting location; b) any planned course of travel by the operator and/or any individuals the operator is riding with; c) the operator's destination; d) the operator's place of residence; e) any other pertinent factors. Regardless of the expressed factors, this distance should not exceed two miles.

SECTION 4 – UNLAWFUL OPERATION

A person shall not operate an ATV or UTV under any of the following conditions on Jasper County Roads:

1. At a rate of speed greater than the posted speed limit or greater than reasonable or proper under existing circumstances, but in no case above 35 miles per hour.
2. During that time after sunset and before sunrise.
3. In a careless manner such that it creates or causes unnecessary tire squealing, skidding, or sliding upon acceleration or stopping; or simulates a race or causes any wheel or wheels to unnecessarily lose contact with the ground or causes the vehicle to unnecessarily turn abruptly or sway.
4. Without a lighted white light to the front and lighted red light to the rear, both of which shall be installed, functional and on at all times of operation.
5. Without seatbelts when operating or riding in a side-by-side. and operated in accordance with industry standards and practices for the vehicle.
6. While under the influence of alcohol, narcotics or drugs. All laws that apply to a motor vehicle also apply to ATVs and UTVs.
7. Without liability insurance (or other proof of financial responsibility as provided in Iowa Code Chapter 321A) in an amount not less than that amount set forth in Section 5 of this Ordinance and shall carry proof of insurance on board at all times of operation. An owner or driver cited for a violation, who produces to the clerk of court prior to the person's court appearance as indicated on the citation proof that financial liability coverage was in effect for the motor vehicle at the time the person was stopped and cited, shall not be convicted of such violation and the citation issues shall be dismissed by the court. Upon dismissal, the court or clerk of court shall assess the costs of the action against the defendant named on the citation.
8. A person shall not operate an ATV or UTV on any designated riding area or designated trail unless the riding area or trail is signed as open to ATV or UTV operation.

9. A person shall not operate an ATV or UTV unless the operator is 18 years of age or older and has a valid driver's license.
10. A person shall not operate an ATV or UTV with more persons on the vehicle than it was designed to carry.
11. A person shall not operate an ATV or UTV at between September 15th and November 1st of the calendar year.
12. A person shall not operate an ATV or UTV without using proper turn signals or hand signs.
13. A person shall not operate an ATV or UTV on any County Conservation owned or managed property, including all county parks. All state park rules apply.
14. A person shall not operate an ATV or UTV on any snowmobile trails except where designated by the controlling authority and the primary snowmobile trail sponsor.
15. The operation of an ATV or UTV is only permitted on the roadway or shoulder, not in the ditch or the area between the edge of the shoulder to the bottom of the ditch.
16. A person shall have a copy of this ordinance with them at all times of operation.
17. A person shall not allow someone to operate an ATV or UTV in violation of this ordinance.
18. A person shall not operate an ATV or UTV in violation of any other County or State law.

SECTION 5 – IDENTIFICATION REQUIREMENTS

Individuals who operate on gravel roadways in Jasper County must obtain an identification decal from the Office of the Jasper County Recorder. There will be a yearly fee of (\$30). The following conditions apply:

1. The individual applying for an identification decal shall be 18 years or older and possesses a valid driver's license.
2. The owner of each ATV or UTV shall be required to provide proof of ownership including but not limited to, registration and other documentation accepted by the Recorder.
3. The owner of each ATV or UTV at time of purchasing the identification decal shall be required to prove liability insurance with the minimum coverage of \$50,000 bodily

injury per person, \$100,000 bodily injury per accident, and \$50,000 property damage. The minimum coverages must be in effect during operation of an ATV or UTV.

4. Decals will be issued for ATV and UTV and are not transferable.
5. Decals shall be affixed to the rear of the vehicle so that the permit is clearly visible at all times of operation.
6. Decals will be good for one (1) calendar year and valid January 1st through December 31st.
7. The Sheriff may revoke the decal upon evidence that the owner/operator has violated the conditions of the decal or abused the privileges of being a decal holder. If the decal is revoked there will be no refund for that decal fee. Reinstatement or purchase of a new decal is not allowed for that owner/operator for 1 year from the date of the revocation.

SECTION 6 – EXEMPT VEHICLES AND OPERATORS

This Ordinance does not apply to any exemption under the Iowa Code for ATVs or UTVs operated pursuant to Iowa Code section 321I.9(government and farm implements) or Iowa Code section 321.234A (incidental to and use for agricultural purposes, government, public utilities, licensed engineers and licensed surveyors) or Iowa Code section 352.2, 321I.14(3)(b)(farm operations).

SECTION 7 – PENALTIES

Violation of this Ordinance shall constitute a Simple Misdemeanor punishable by a fine of \$65.00 to \$625 plus the applicable court surcharge and costs and/or up to 30 days in jail.

SECTION 8 – SEVERABILITY CLAUSE

If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 9 – EFFECTIVE DATE

This ordinance shall be in effect immediately after its final passage and publication as provided by law. If the effective date falls in the last quarter of the calendar year the decals created under this Ordinance shall have the next calendar year on them but shall be valid for the year in which the effective date falls.

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Passed and approved this 27 day of August 2019.

Jasper County Board of Supervisors

Denny Carpenter
Denny Carpenter – Chairman

Brandon Talsma
Brandon Talsma

Doug Cupples
Doug Cupples

ATTEST:

Dennis Parrott
Dennis Parrott – County Auditor

First Reading: ✓

Second Reading: ✓

Approved: ✓

Published: ✓

ITEM TO INCLUDE ON AGENDA

JASPER COUNTY, IOWA

March 28, 2023

9:30 A.M.

Urban Renewal Plan for Legacy Plaza Urban Renewal Area

- Resolution approving and authorizing execution of a First Amendment to the Agreement for Private Development by and among Jasper County, Iowa, the City of Newton, Iowa, and Christensen Development 1, LLC.

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.
4. NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21, CODE OF IOWA, AND THE LOCAL RULES OF THE COUNTY.

March 28, 2023

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

Absent: _____

Vacant: _____

* * * * *

Board Member _____ introduced and delivered to the Auditor the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE AGREEMENT FOR PRIVATE DEVELOPMENT BY AND AMONG JASPER COUNTY, IOWA, THE CITY OF NEWTON, IOWA, AND CHRISTENSEN DEVELOPMENT 1, LLC", 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. _____

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A FIRST AMENDMENT TO THE
AGREEMENT FOR PRIVATE DEVELOPMENT BY AND
AMONG JASPER COUNTY, IOWA, THE CITY OF NEWTON,
IOWA, AND CHRISTENSEN DEVELOPMENT 1, LLC

WHEREAS, the County previously established the Legacy Plaza Urban Renewal Area (the "Area"), pursuant to adoption of the Urban Renewal Plan (the "Plan"); 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 City of Newton, Iowa ("City"), Christensen Development 1, LLC ("Developer"), and Jasper County ("County") previously entered into an Agreement for Private Development dated February 24, 2023 ("Agreement"), pursuant to which, among other things, the Developer agreed to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), and in consideration of Developer's obligations, the City and County agreed to provide certain incentives to Developer; and

WHEREAS, the City, Developer, and County desire to amend the Agreement pursuant to a proposed First Amendment to the Agreement (the "First Amendment") to amend the imposed deadline for Developer's acquisition of the Development Property; and

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

WHEREAS, the Board has determined that the First Amendment 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 First Amendment and the County's performance thereunder is in furtherance of appropriate blight remediation and economic development activities and objectives of the County within the meaning of Chapters 15A and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.

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

WHEREAS, this Board has considered the extent of objections received from residents or property owners as to said proposed First Amendment; and, accordingly the following action is now considered to be in the best interests of the County and residents thereof.

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

Section 1. That the performance by the County of its obligations under the First Amendment and the Agreement, as amended, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the First Amendment, the Agreement, and the County's performance thereunder is in furtherance of appropriate blight remediation and economic development activities and objectives of the County within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein.

Section 2. That the form and content of the First Amendment, 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 First Amendment for and on behalf of the County in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the First Amendment, 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 Agreement, as amended, and the First Amendment as executed.

PASSED AND APPROVED this 28th day of March, 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)

FIRST AMEMDMENT
TO
AGREEMENT FOR PRIVATE DEVELOPMENT
BY AND AMONG
THE CITY OF NEWTON, IOWA
AND
CHRISTENSEN DEVELOPMENT 1, LLC
AND
JASPER COUNTY, IOWA

THIS FIRST AMENDMENT (“First Amendment”) to that certain AGREEMENT FOR PRIVATE DEVELOPMENT, dated February 24, 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”), is made on _____, _____, 2023.

WITNESSETH:

WHEREAS, the City, Developer, and County previously executed an Agreement for Private Development dated February 24, 2023 (“Agreement”), a Memorandum of which is recorded with the County Recorder of Jasper County, Iowa at File 2023-00000959, involving the following Development Property:

PARCEL "B" 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"E 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 N88°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 94.97'; THENCE, S89°16'29"W 309.98' TO THE POINT OF BEGINNING, CONTAINING 3.90 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY; and

WHEREAS, the City, Developer, and County desire to amend the imposed deadline for Developer's acquisition of the Development Property.

NOW THEREFORE, it is agreed by the City, Developer, and County:

1. Definitions. All capitalized words used herein and not specifically defined shall have the same definitions as in the Agreement.
2. Amendment to Precondition. Section 1-A.1.a. of the Agreement shall be replaced in its entirety with the following:
 - a. Developer's acquisition of the full right, title, and interest in the Development Property on or before May 15, 2023.
3. Application. It is mutually agreed among the City, Developer, and County that all terms and provisions of this First Amendment, regardless of the date of mutual execution, will be retroactive to February 24, 2023.
4. No Further Modifications. Except as modified by this First Amendment, all covenants, agreements, terms and conditions of the Agreement, and any exhibits thereto, shall remain in full force and effect and are hereby in all respects ratified and affirmed.
5. Counterparts. This First Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one in the same instrument. In the event that any signature is delivered by facsimile transmission or by e-

mail delivery of a “pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “pdf” signature page were an original thereof.

IN WITNESS WHEREOF, the City has caused this First Amendment 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 First Amendment 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 First Amendment 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 First Amendment – 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 First Amendment – 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 First Amendment – Jasper County, Iowa]

PROPOSAL

| | |
|---|---|
| CUSTOMER: Iowa Speedway Address: 3333 Rusty Wallace Dr City: Newton State: Iowa Zip: 50208 Phone: 641-417-9737 Email: tclement@iowaspeedway.com | PROJECT: Ambulance Bay Address 1: Address 2: City: State: Iowa Zip: |
|---|---|

| | | |
|---|--------------------------------|------------------------------|
| Submitted To: Tyler Clement | Proposal Date: 3/7/2023 | Proposal #: |
| Submitted By: Brian Simmons Commercial Sales 515-443-5865 Brian.simmons@dhpaces.com | | |
| Addendums Acknowledged: | Drawings Dated: | Specifications Dated: |

Scope of Work:
 Furnish and Install:
 Qty. 2 – Raynor IF (22) 12’X10’ Duracoil Insulated Rolling Steel Doors
 Qty. 2 – Raynor CSH211 Control Hoist 2.0 Lack Shaft Operators

Sell Price: \$18,923.00(no tax included)

Price Valid for 14 Days

Options and Special Notes:
 Remove and Haul Away Old Doors
 Install New Doors and Operators
 Gray in Color
 Interior Face Mounted
 Front Mount Operator on Right Side
 High Cycle Springs
 1 ¼” Solid Shaft
 Hood Baffle and Guide Vinyl
 110V Single Phase
 Safety Brake
 Monitored Photo Eyes

The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer’s continued credit status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

Buyer acknowledges and agrees that each and all of the terms and conditions on Attachment A (**TERMS AND CONDITIONS**) are a part of this Proposal and that upon Buyer’s acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. **DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.**

BUYER ACCEPTANCE

 TYPE OR PRINT NAME OF BUYER ACCEPTANCE DATE REFERENCE #

This is my authorization to proceed with the above stated work at the base price of Enter text..

 SIGNATURE of: Owner Partner Officer (indicate which) TITLE

Attachment A: TERMS AND CONDITIONS

Terms. The products ("Products") described in this contract and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein.

Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products.

If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law.

If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorneys' fees incurred by Seller whether or not a lawsuit for collection is instituted, and all other costs of collection and litigation.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance regardless of cause.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller.

If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product.

Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller.

If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore.

Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work.

No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation.

In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller.

Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Warranties. Seller warrants the Product sold to be free from defects in material and workmanship under normal and intended use and service. This warranty extends only to the Buyer and expires one year after the date of delivery or installation of the Product by Seller.

Parts and labor for service work are warranted for the following periods: All replacement parts 90 days; labor-service 30 days. Seller's sole obligation is limited to repairing or replacing any parts which shall be determined by Seller to be defective and is conditioned upon Buyer giving notice of any such defect to Seller within the warranty period. If Seller concludes that repair or replacement is necessary, Seller will commence work within a reasonable time after the decision to repair or replace is made.

This warranty does not apply to any Product which has been altered or repaired by any person not authorized by the Seller or which has been subjected to misuse, neglect or accident.

Seller assumes no liability for incidental or consequential damages. Warranties implied by law are limited to duration to one year period described above.

Wood Products will be guaranteed only if properly protected within 10 days of delivery or installation by Seller with a prime and finish coat of manufacturer's recommended paint.

No warranty will be honored unless the Proposal Price has been paid in full, including any applicable service charges.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.



March 20, 2023

Ref: 2107
Project No.: TSF-146-2(43)--92-79
PIN No.: 21-79-146-020

Michael Friestch
County Engineer
910 N. 11 Ave. E.
Newton, IA 50208-1866

Subject: IA 146 Grade and Pave Project Detour Agreement with Jasper County

Dear Michael:

The Iowa Department of Transportation has scheduled a Grade and Pave project for IA 146 F-62 Intersection near Searsboro.

IA 146 will need to be closed in order to complete the project. Construction will occur in calendar year 2023-2024, and the closure is estimated to be from April 1 to August 15. During the project, IA 146 traffic will be detoured as indicated on the enclosed map. This detour will include local agency roads and requires an Agreement for Use of Local Agency Roads as Detours.

If this is agreeable, please return a signed copy of the enclosed agreement. Upon receipt, the DOT portion will be completed, and a fully signed copy will be returned for your records.

If you have any questions, please contact me at 515-986-5471 or john.narigon@iowadot.us.

Sincerely,

John Narigon
District 1 South Area Engineer

AS
Enclosure
cc: Allison Smyth, IA DOT, District 1
File



AGREEMENT FOR DOT-INITIATED DETOUR OF PRIMARY HIGHWAYS ONTO LOCAL ROADS

This Agreement is entered into by and between the Iowa Department of Transportation, hereinafter known as the DOT; and the

Jasper County City Council
 County Board of Supervisors, hereinafter known as the Local Public Agency (LPA).

WHEREAS, the DOT, hereinafter known as DOT, has determined the necessity to temporarily close primary highway IA 146

from Just south of I-80 to At the F-62 Intersection

for the purpose of construction, reconstruction, maintenance, natural disasters, or other emergencies that are 48 hours or longer (incident management temporary detours are covered under a separate detour agreement (Form 810076)); and

WHEREAS, it is necessary to provide a detour for the primary highway closure period; and

WHEREAS, the LPA agrees to permit the use of its roads as a detour, more particularly described as follows:

On T-62 from Jasper Co Line E. Corp Line Lynnville; On T-38 from N. Corp. Line Lynnville to N. ramp I-80;

_____ ; and

WHEREAS, Authorized representatives of both the DOT and the LPA have jointly inspected and documented the condition of the proposed detour to reasonably reflect the condition of the roadway base, surface, shoulders and bridges; and

WHEREAS, the DOT has reviewed and inspected the bridges on the detour, if applicable. The LPA will will not allow oversize and/or overweight loads. The DOT shall approve the routing of overweight vehicles on the detour route, up to the limits specified by the LPA; and

WHEREAS, the DOT agrees to perform the following pre-detour maintenance, if any: None ; and

WHEREAS, the DOT agrees to maintain the detour and provide all traffic control devices required by the Manual of Uniform Traffic Control Devices (MUTCD), as adopted by the DOT pursuant to 761 IAC 130, including the marking of no-passing zones during the period the local agency road(s) and structure(s) are being utilized as a primary road detour; and

WHEREAS, Prior to revocation of the detour, the DOT shall follow Iowa DOT Policy 600.05 for detour compensation of the LPA, and when requested by the LPA, either restore the local agency road to as good of condition as it was prior to its designation as a temporary primary road, or adequately compensate the local agency for excessive traffic or damage upon the local agency road during the period it was used as a temporary primary road, in accordance with Section 313.28 or Section 313.29 of the Iowa Code and Iowa DOT Policy 600.05; and

WHEREAS, The detour period is estimated to begin April 1, 2024 and end August 15, 2024 ; and
(date) (date)

WHEREAS, the parties agree to the following additional provisions, if any: None

NOW, THEREFORE, BE IT AGREED that the described road be used as a detour under stipulations outlined above.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed by proper officers thereunto duly authorized as of the dates below indicated.

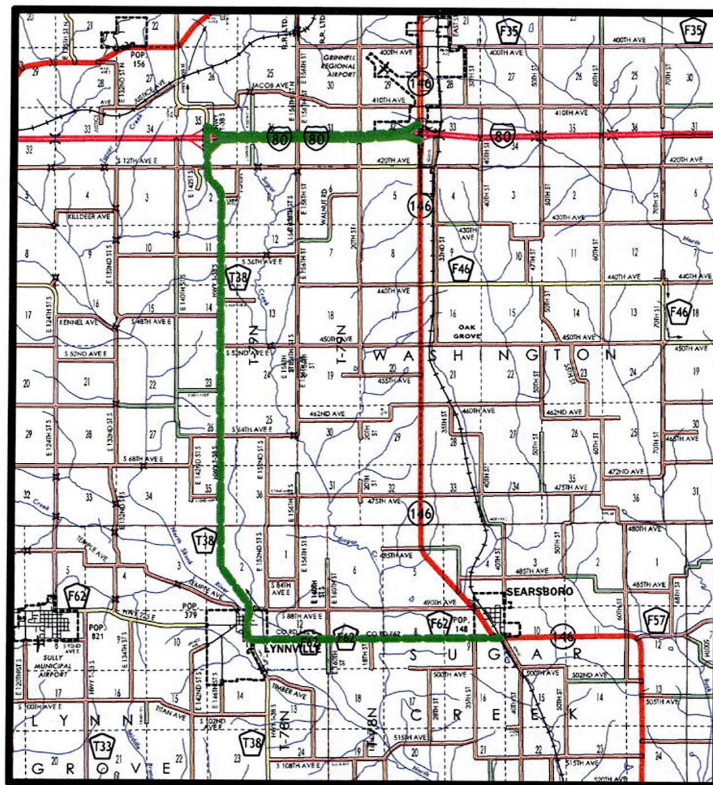
District Engineer (or designee) Date
Iowa Department of Transportation

City representative Date

Printed name and title of city representative

County representative Date

Printed name and title of county representative



R-17W

R-16W

T-79N

T-78N

DETOUR ROUTE



| | | | | | |
|----------|---------|---------------------------------------|------------------|---------------------------------------|------------------|
| FILE NO. | ENGLISH | DESIGN TEAM Smyth/Narigon/Ringgenberg | POWESHIEK COUNTY | PROJECT NUMBER HSIPX-146-2(44)--3L-79 | SHEET NUMBER J.2 |
|----------|---------|---------------------------------------|------------------|---------------------------------------|------------------|

6:58:49 AM 2/27/2023 r1rhqgc p:\w\NTP\wint1.dot\int.jar-P\WMain\Documents\Projects\7914602021\District\Design\791462044_002.dgn

**FIRST AMENDMENT TO ESCROW AGREEMENT -
AMENDMENT TO EXTEND "TERMINATION DATE"**

LEASE-PURCHASE AGREEMENT No. 9140

BY AND BETWEEN

LESSOR, Government Capital Corporation and **LESSEE**, Jasper County
TAX ID #42-6005041

WHEREAS, Government Capital Corporation (as "Lessor") and Jasper County (as "Lessee") have entered into a certain Lease-Purchase Agreement dated as of July 7, 2020, (the "Lease") pursuant to which the property more particularly described therein (the "Property") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Property, and have entered into an escrow agreement with UMB Bank, N.A. as escrow agent (the "Escrow Agent") dated as of July 7, 2020 (the "Escrow Agreement") and the Escrow Agent agreed to serve as escrow agent for such funding and acquisition;

WHEREAS, Lessor has delivered to Escrow Agent the sum of \$447,700.00 for deposit by Escrow Agent in the Jasper County Escrow Account;

WHEREAS, Lessor and Lessee and Escrow Agent desire to **EXTEND** the "Termination Date" originally established by the Escrow Agreement in this first amendment by and among the Lessor, Lessee and the Escrow Agent (the "Amendment").

W I T N E S S E T H:

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. The "Termination Date" be extended from July 20, 2021 until December 31, 2023 or until the Escrow Agent receives written notice signed by the Lessor and Lessee notifying the Escrow Agent of their election to terminate this Escrow Agreement, whichever comes first.
2. The Escrow Agreement, except as expressly amended by this Amendment shall continue unmodified and in full force and effect.
3. This Amendment may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.
4. This Amendment shall be governed and construed in accordance with the laws of the State of Iowa without regard to the principles of conflicts of law.
5. No provision of this Amendment may be changed or modified, except by an instrument in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LESSOR: Government Capital Corporation

BY: _____
Authorized Signer

LESSEE: Jasper County

BY: _____
Brandon Talsma, Chairman Board of Supervisors

AGENT: _____

BY: _____
Agent Rep, Agent Rep Title

Attest: BY: _____
Jenna Jennings, Jasper County Auditor

JASPER COUNTY CIVIL SERVICE COMMISSION
Pat Wallace, Chairman
Leland Groves
Arie Scholten

On March 18, 2023, the Jasper County Sheriff's Department conducted written testing, physical testing and oral interview testing for potential candidates for the open position of deputy sheriff.

The applicants that successfully passed all the testing components and are deemed certified as eligible for hiring are as follows:

Seth Schumacher
Keith Steinbach

Respectfully submitted,



Leland Groves
Arie Scholten

JASPER COUNTY AUDITOR

2023 MAR 24 PM 1:20

FILED

2ND TIER CANVASS of the PRAIRIE CITY/MONROE SPECIAL ELECTION
Held March 7, 2023, for the Adoption of the Physical Plant and Equipment Levy (PPEL)

Tuesday, March 21, 2023, the Jasper County Board of Supervisors Cupples and Stevenson met along with Auditor Jennings and Deputy Auditor Mulgrew to canvass the 2nd tier of Prairie City/Monroe Special School Election. 16 people voted in Marion County and the results were added to Jasper Counties totals. The results of the canvass confirmed the results from election night:

PCM Monroe Public Measure B: YES 157, NO 37

Public Measure C: YES 161, NO 38

PCM Prairie City Public Measure B: YES 115, NO 19

Public Measure C: YES 113, NO 22

Marion County Public Measure B: YES 10, NO 6

Public Measure C: YES 10, NO 6

Total Results Public Measure B: YES 282, NO 62

Public Measure C: YES 284, NO 66

Both measures passed.

Jenna Jennings, Auditor

Doug Cupples, Vice Chairman

Denny Stevenson, Supervisors

Tina Mulgrew, Deputy Auditor

March 21, 2023

Tuesday, March 21, 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 Cupples, seconded by Stevenson to open a Public Hearing 2nd Reading for Brent Vandewall with Firm Foundation Inc. requesting a rezone for Parcel #13.23.102.001, from Agricultural to Rural Residential RR1.

YEA: STEVENSON, TALSMAS, CUPPLES

Neighbors spoke out again as to why they felt the property should not be rezoned. The current owner, Brent Vandewall, home builder, and the electrical contractor expressed their concerns as to why it should be rezoned.

Motion by Stevenson, seconded by Cupples to close the Public Hearing 2nd Reading for Brent Vandewall with Firm Foundation Inc. requesting a rezone for Parcel #13.23.102.001, from Agricultural to Rural Residential RR1.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Cupples, seconded by Stevenson to adopt Resolution 23-23 fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of not to exceed \$9,000,000 general obligation Urban Renewal Capital Loan Notes of Jasper County, State of Iowa (for Urban Renewal purposes), and providing for publication of notice thereof.

YEA: STEVENSON, TALSMAS, CUPPLES

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

Iowa Department of Ag & Land Stewardship, Matt McDonald, presented a project they would like to move forward with in Jasper County with the support of the Supervisors. IDALS would be finding local farmers for a total of 25 to participate in over the next year on installing bioreactors and buffer strips on farm ground. Jasper County would act as the fiscal agent in this project and would establish a 28E Agreement between Jasper County and IDALS.

Motion by Stevenson, seconded by Cupples to proceed forward with the project and getting a 28E Agreement established.

YEA: STEVENSON, TALSMAS, CUPPLES

Motion by Cupples, seconded by Stevenson to approve a payment processing agreement with Value Payment Systems, LLC for online permit payments and a Service Agreement with Tech Transaction Technologies to install the equipment.

YEA: STEVENSON, TALSMAS, CUPPLES

Engineer, Mike Frietsch, clarified the agreement with Clapsaddle-Garber Associates, Inc for construction surveying services for the F-62 PCC overlay project would be changing to work under Manatt's instead of Jasper County. No action was taken.

Motion by Cupples, seconded by Stevenson to approve a Professional Services Agreement with Snyder & Associates for construction cost estimating on W 129th St S and S 96th Ave W (FLAP Grant Projects around Neal Smith Wildlife Refuge) in the amount of \$3,500.00.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to set Public Hearing dates for vacating a portion of Newcomer Ave in Newburg with recommended dates of April 25, May 2, and May 9, 2023, at 9:30 a.m. in the Supervisor's Room of the Jasper County Courthouse.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to approve Board of Supervisor's minutes for March 14, 2023.

YEA: STEVENSON, TALSMA, CUPPLES

There were no Board Appointments.

Motion by Cupples, seconded by Stevenson to adjourn the Tuesday, March 21, 2023, meeting of the Jasper County Board of Supervisors.

YEA: STEVENSON, TALSMA, CUPPLES

Jenna Jennings, Auditor

Brandon Talsma, Chairman