



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

September 5, 2023

9:30 a.m.

www.jasperia.org

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

Meeting ID: 812 374 4948

Dial In: +1-646-931-3860

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

Pledge of Allegiance

Item 1

Conservation – Keri VanZante

- a) Approval of NAWCA South Skunk River Wetland Initiative Grant

Item 2

\$8,795,000* (Subject to Adjustment per Terms of Offering) Taxable General Obligation Urban Renewal Capital Loan Notes, Series 2023

- a) Resolution Approving Electronic Bidding Procedures and Distribution of Preliminary Official Statement.

Item 3

Resolution Setting a Public Hearing on a Proposed Ordinance Establishing the Newton Legacy Reinvestment District Pursuant to Iowa Code Section 15J.4(4)

(Recommended Dates & Time, September 19th, September 26th, and October 3rd, 2023, at 9:30 am in the Board of Supervisors Room)

- a) Newton Legacy Reinvestment District described as follows:
The following described areas in the NW ¼ of Section 34, Township 80 North, Range 19 West:
- Lots 6 & 7 of Out Lot 23 of the Newton Original Town Plat;
 - Lots 1, 2, 3, & 4 in Block 23 of the Newton Original Town Plat;
 - Lots 1, 2, 3, 4, 5, 6, 7, and the vacated South 132 feet of the alley running North and South between Lots 6 and 7 in Block 22 of the Newton Original Town Plat;
 - Lots 1, 2, 3, & 4 in Block 21 of the Newton Original Town Plat;
 - Lots 1, 2, 3, 4, and the vacated North 132 feet of the alley running North and South between Lots 2 and 3 in Block 20 of the Newton Original Town Plat;
 - Lots 5 & 6 and the vacated South 132 feet of the alley running North and South east of Lots 5 & 6 in Block 20 of the Newton Original Town Plat;
 - Lots 1, 2, 3, & 4 in Block 19 of the Newton Original Town Plat;
 - the West 50 feet of Lots 7 & 8 AND the full width of the South 132 feet of the alley running North and South between Lots 5-6 and 7-8, all in Block 19 of the Newton Original Town Plat;
 - Lots 1, 2, 3, & 4 in Block 18 of the Newton Original Town Plat;
 - Lots 1, 2, 3, 4, 5, 6, and the vacated North 132 feet of the alley between Lots 2 & 3 running North and South in Block 17 of the Newton Original Town Plat;
 - the West 50 feet of Lot 7 and Lots A, B, & C in Block 17 of the Newton Original Town Plat;
 - Lots 2, 5, & 6 in Block 16 of the Newton Original Town Plat;



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- Plat of Lots A, B, C, D, E, F, G, H, K, L, N, O, P in Block 16 of the Newton Original Town Plat;
- The Courthouse Square of the Newton Original Town Plat;
- Plat of Lots A, B, & 4 in Block 15 of the Newton Original Town Plat;
- Lots 5, 6, 7, & 8 in Block 15 of the Newton Original Town Plat;
- Lots 5, 6, 7, & 8 in Block 14 of the Newton Original Town Plat;
- Plat of Lots F & G and the abandoned Chicago, Rock Island and Pacific Railroad Company right-of-way, Lots 6 & the West 65 feet of Lot 7, and the vacated South 132 feet of the alley running North and South adjacent to Lot 7 all in Block 13 of the Newton Original Town Plat;
- Plat of Lots A, B, C, D, E, 5, 6, 7, & 8 in Block 10 of the Newton Original Town Plat;
- Lots 1, 2, and the vacated East 55 feet of the alley running East and West adjacent to Lot 2 in Block 9 of the Newton Original Town Plat;
- Plat of Lots A, B, C, D, & E, M, 3, 4, 5, 6, & F in Block 9 of the Newton Original Town Plat;
- Plat of Lots A, B, C, D, E, F, G, 2, 3, 4, 5, 6, 7, and the vacated North 132 feet of the alley running North and South abutting the east side of Lots 3 & 4 all in Block 8 of the Newton Original Town Plat;
- Block 7 and all vacated alleys and vacated North 3rd Avenue West right-of-way of the Newton Original Town Plat;
- Plat of Lots 3, 4, 5, 6, 10, and the vacated 280.5 feet of the alley running North and South adjacent and to the east of Lots 3 & 6 in Block 5 of the Newton Original Town Plat;
- Plat of Lots 1, 2, 7, 8, & 9 in Block 5 of the Newton Original Town Plat, AND the vacated 66 feet by 280.5 feet of West 2nd Street North right-of-way between the North line of North 3rd Avenue West right-of-way and the South line of North 4th Avenue West right-of-way;
- Block 4 of the Newton Original Town Plat, and
- Out Lot 7 of the Newton Original Town Plan.

The following described areas in the SW $\frac{1}{4}$ of Section 27, Township 80 North, Range 19 West:

- Lots 1, 2, 3, 4, 5, & 6 in the Fractional Block 8 of Black & Ritter's Addition to Newton;
- Lots 1, 2, 3, 4, 5, 6, 7, 8, A, & B in Block 3 of Black & Ritter's Addition to Newton;
- Lot 2 of Railroad Addition, except the North 8 feet,
- Parcel "A" of the Maytag Plant 1 ALTA/ACSM survey, except the North 8 feet of Lot 2 of Railroad Addition, strictly between the east line of the West 4th Street North right-of-way and the west line, extended northerly of the West 3rd Street North right-of-way.

The following described areas in the NE $\frac{1}{4}$ of Section 33, Township 80 North, Range 19 West:

- Lot 2 in Synergy Addition to Newton
- A portion of Lot 1 in Synergy Addition to Newton described as follows: Beginning at the Northwest corner of Lot 2, Synergy Addition, City of Newton, Jasper County, Iowa, thence westerly 268 feet along the north line of Lot 1, Synergy Addition, thence south to a point on the south line of Lot 1 of Synergy Addition, thence easterly along said south line of Lot 1 of Synergy Addition to a point intersecting with a western line of Lot 2 Synergy Addition, thence north 48.57 feet, thence west 356.48 feet, thence north to the point of beginning.



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- Plat of Parcel B, lying within Lots 23 through 26 and Lots 32 through 40 and abandoned North 3rd Avenue West EXCEPT the north 15 feet of said abandoned right-of-way within said Parcel B, all in West Newton Addition;
- Lots 41 & 42 in West Newton Addition; and
- Out Lot 10 of the Original Town Plat.

The following described areas in the SE $\frac{1}{4}$ of Section 28, Township 80 North, Range 19 West AND the NE $\frac{1}{4}$ of Section 33, Township 80 North, Range 19 West AND in the NW $\frac{1}{4}$ of Section 34, Township 80 North, Range 19 West:

- Lot 3 in Synergy Addition to Newton and the vacated South 3rd Avenue West right-of-way, EXCEPT a portion of the south half of Lot 4 of the Railroad Addition lying within said Lot 3 located southwest of the north line of Lot 11 of Synergy Addition to Newton extending westerly.

And all public or vacated rights-of-way and alleys adjacent to and part of the above referenced parcels EXCEPT:

- the full width of the North 2nd Avenue West right-of-way west of the centerline of West 4th Street North,
- the west half of the West 4th Street North right-of-way between the north line of the North 2nd Avenue West right-of-way and 1st Avenue West,
- the west half of the West 4th Street South right-of-way between 1st Avenue West and the south line of Lot 4 in Block 18 of the Newton Original Town Plat,
- the full width of the alley right-of-way running East and West between the centerline of West 4th Street South and the east line of Lots 5-6 in Block 19 of the Newton Original Town Plat,
- the south half of the South 2nd Avenue West right-of-way located south of Parcel "A" of Lots 7 & 8 AND the south 132 feet of the alley right-of-way in Block 19 of the Newton Original Town Plat,
- the full width of the alley right-of-way running East and West between the east line of the West 50 feet of Lots 7 & 8 in Block 19 of the Newton Original Town Plat and the centerline of West 2nd Street South,
- the west half of West 2nd Street South between the south line of Lot 4 in Block 20 of the Newton Original Town Plat and the centerline of South 2nd Avenue West,
- the south half of the South 2nd Avenue West right-of-way between the centerline of West 2nd Street South and the east line of the vacated South 132 feet of the alley right-of-way running North and South in Block 20 of the Newton Original Town Plat,
- the full width of the alley right-of-way running East and West between the east line of the vacated South 132 feet of the alley right-of-way running North and South in Block 20 of the Newton Original Town Plat and the centerline of East 2nd Street South,
- the west half of East 2nd Street South between the south line of Lot 4 in Block 22 of the Newton Original Town Plat and the centerline of South 2nd Avenue East,
- the south half of the South 2nd Avenue East right-of-way between the centerline of East 2nd Street South and the east line of the Lot 7 in Block 22 of the Newton Original Town Plat,
- the full width of the alley right-of-way running East and West between the east line of Lot 7 in Block 22 and the east line of Lot 7 of Out Lot 23 of the Newton Original Town Plat,



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- the north half of the 1st Avenue East right-of-way between the east line of Lot 7 of Out Lot 23 and the east line of the West 65 feet of Lot 7 of Block 13 of the Newton Original Town Plat,
- the full width of the alley right-of-way running East and West between the east line of the West 65 feet of Lot 7 in Block 13 and the west line of Lot 2 in Block 15 of the Newton Original Town Plat,
- the south half of North 2nd Avenue East between the west line of Lot 2 in Block 15 of the Newton Original Town Plat and the centerline of East 2nd Street North,
- the east half of East 2nd Street North between the centerline of North 2nd Avenue East and the centerline of North 3rd Avenue East,
- the full width of the alley right-of-way running East and West between the centerline of East 2nd Street North and the east line of Lots C, D, and E in Block 10 of the Newton Original Town Plat,
- the full width of the West 3rd Street North right-of-way north of the north line of North 4th Avenue West right-of-way, and
- the full width of West 4th Street North north of the Iowa Interstate Railroad right-of-way.
With all the above-described areas lying within the City of Newton, Jasper County, Iowa.

Item 4 **Wellness Committee**
a) Blood Profile Contract

Item 5 **Community Development – Kevin Luetters**
a) Set Public Hearing Dates for Rezone Request from Agricultural to Rural Residential (RR)
(Recommended Dates & Time, September 19th, September 26th, and October 3rd, 2023, at 9:30 am in the Board of Supervisors Room)

Item 6 **CICS Appointment**

Item 7 **Approval of Transfer Order #1502**

Item 8 **Approval of Claims Paid through September 5, 2023**

Item 9 **Approval of Board of Supervisors Minutes for August 22, 2023**

PUBLIC INPUT & COMMENTS

IOWA DEPARTMENT OF NATURAL RESOURCES
JASPER COUNTY

South Skunk River Wetland Initiative

A North American Wetlands Conservation Act Project

U.S. Fish & Wildlife Service Grant Agreement No. F19AP00704 CFDA #15.623

Contract Number 23CRDWBKSMIT-0006

This Agreement is made and entered into this _____ day of _____ 2023 by and between Iowa Department of Natural Resources (hereinafter referred to as “IDNR”), and the Jasper County (hereinafter referred to as “JC”).

I. PURPOSE

IDNR and JC have agreed to work together in support of a wetland conservation project known as the South Skunk River Wetland Initiative Project (hereinafter referred to as “Project”). This project is funded pursuant to North American Wetlands Conservation Act (hereinafter “NAWCA”) Grant Agreement Number F19AP00704 (hereinafter referred to as “Grant”) between IDNR and the U.S. Fish and Wildlife Service (hereinafter referred to as “USFWS”). The Grant is attached to and made a part of this Agreement as Exhibit B. This portion of the Project will assist JC, as a Sub-recipient of the Grant, to acquire, restore, and enhance various tracts of land (hereinafter “Property(ies)”) within the Project area for inclusion in the Jasper County’s system of Public Lands dedicated to conservation of wetlands and other natural habitats and native wildlife species (hereinafter such purchases are referred to as the “Acquisition Project”) as more fully described in the South Skunk River Wetland Initiative Project Proposal (hereinafter referred to as “Proposal”) incorporated into the Grant attached and made a part of this Agreement as Exhibit A. The acquisition of the Properties will address the habitat protection, restoration, and enhancement objectives on the North American Waterfowl Management Plan.

II. SCOPE OF THE AGREEMENT

A. IDNR agrees:

1. Subject to receipt of such funds from the USFWS pursuant to the Grant and receipt of proper documentation as provided in the NAWCA U.S. Grant Administration Standards dated January 2021 <https://www.fws.gov/migratorybirds/pdf/grants/USGrantStandards.pdf> (hereinafter referred to as “Standards”) from JC requesting a payment, to provide funds to JC of up to \$40,000 for payment of the direct costs paid to third parties by JC that are incurred by JC in the acquisition of the property, referred to as the Versteegh Property; during the Period of Performance of the Grant and that are allowable expenses, as defined in the Standards.
2. To serve as the grantee of the Grant, make application for reimbursement under the Grant and receive Grant funds up to an amount of \$40,000 for this Acquisition Project. IDNR represents that these funds are currently available under the Grant for use in this Acquisition Project subject to the terms and conditions of the Grant.
3. Pre-agreement costs incurred by JC are authorized up to the amount obligated in section II.A.2. JC must not have incurred pre-agreement costs before the date that the USFWS received the Proposal (dated October 18, 2018) for any part of the Project to be funded with Grant Dollars. Costs are incurred at the time of transfer of title. All pre-agreement costs are incurred at the JC’s risk.

Such costs are allowable only to the extent that they would have been allowable if incurred after the date that the USFWS signs the Grant agreement and during the project period. The IDNR is under no obligation to reimburse such costs if JC has not:

- Worked with the IDNR Project Officer's designee for meeting Federal Aid requirements before incurring the cost of the acquisition of real property to ensure that the acquisition or activities associated with the acquisition will comply with the following:
 - The National Historic Preservation Act Section 106 process for (a) any activity that will result in soil disturbance, and (b) any acquisition of an interest in real property on which soil disturbance will occur as a result of the acquisition per the terms and conditions specified in the Programmatic Agreement among the USFWS, IDNR, and the Iowa State Historical Preservation Officer (SHPO) (hereinafter referred to as "SHPO Agreement") attached to and made a part of this agreement as Exhibit D;
 - The requirement of NAWCA's Section 6(a)(3) that the Secretary of the Interior determines that any projected acquisition of an interest in real property is not needed for the National Wildlife Refuge System;
 - USFWS's requirement that a contaminants survey be conducted for any real property to be transferred to the Federal government;
 - Other Federal laws, executive orders, regulations, and policies governing this program including the National Environmental Policy Act.

B. JC agrees:

1. To immediately commence using all best efforts to acquire fee simple ownership of the Property by July 31, 2023 in accordance with public law 91-646, 49 CFR Part 24 and the terms of this Agreement.
2. To provide the matching funds of \$28,500.
3. To submit the following documents for each interest in real property purchased with grant or match funds, or provided as a matching in-kind contribution:
 - Appropriate evidence of valuation of real property. If an appraisal is used, send the appraiser's signed certification and the appraisal summary, and the signed summary and certification pages of the appraisal review;
 - Documentation that the seller has been informed that the buyer will be unable to acquire the property in the event negotiations fail to result in an amicable agreement (i.e., that the buyer does not have condemnation or eminent domain authority), and informs the seller of what the buyer believes to be the market value of the property;
 - Documentation of a bargain sale through a signed statement from a seller that donates or willingly forgoes any difference between the market value and the selling price, if the sale price is below market value;
 - A copy of the closing statement (also called the settlement or adjustment sheet) or other evidence of funds transferred;

- A copy of any deed, easement, or assignment of lease that transfers ownership to the Recipient or match provider, as well as any subsequent owner as provided in the Grant Agreement (copies must demonstrate that the documents were recorded);
 - Either (1) a statement certifying that the real property acquired had no tenants, or (2) a copy of a notice of relocation eligibility as required in 49 CFR 24.203 and a statement certifying that the Recipient provided tenants with relocation assistance advice and relocation assistance as required in 49 CFR, part 24, with an itemized breakdown of any relocation payment made to the tenants; and
 - Copies of recorded Notices of Grant Requirements (NOGR) for all interests in real property acquired for the project including those interests received as matching in-kind contributions and MCPs. If the required language of a NOGR is included in the deed, easement, lease or other recorded conveyance document for a specific interest in real property, such language may substitute for a NOGR.
 - Provide verification the real property acquired is recorded in the County's financial statements.
4. That all pre-agreement costs are incurred at JC's risk as described at Section II.A.3.
 5. That should any payments or parts thereof made by IDNR under Section II.A of this Agreement be, at a later time, disallowed by USFWS as non-qualifying under the Grant due to JC's failure to comply with the Standards, upon written notice from IDNR, return the amount of such disallowed payment to IDNR.
 6. That other than payments made by IDNR pursuant to Section II.A of this Agreement, and IDNR's in-kind services, if any, that JC shall be responsible for all costs associated with the Acquisition Project that are incurred.
 7. To manage each Property to provide habitat that is beneficial to breeding and migrating birds in compliance with the Proposal contained in the Grant.
 8. To allow public hunting in perpetuity on the property unless written request by JC is approved in writing from the DNR.
 9. To assure that all in-kind and other matching contributions from JC used under this Agreement shall be from non-Federal sources and not previously used as match for other Federal Funds.
 10. To report any program income earned during the Period of Performance of the Grant to the IDNR Project Officer per sections D-13 through D-15. Program income is income directly generated by any Project activity, or earned only as a result of the Grant during the Period of Performance. The program income must be used for the purposes and under the conditions of the Grant. Income generated outside of the Period of Performance of the Grant shall be retained by JC.
 11. That JC's financial management systems adhere to the standards established in 43 CFR section 12.60 or section 12.921 as applicable. These systems must be capable of reporting receipts and expenditures (or use) of: (a) funds under this Agreement and (b) in-kind and other matching contributions with reference to dollar values. JC must report these expenditures, receipts, and values upon demand if special audits are required.

12. To (a) follow sections F-1 and F-2 in the Standards for determining eligible Project costs associated with real property acquisitions, and (b) work with IDNR Project Officer's designee for Federal land acquisition procedures to ensure compliance with public law 91-646, 49 CFR Part 24 and sections F-3 through F-16 in the Standards for procedures and documentation required in order to receive reimbursement from Grant funds for real property acquisitions.
 - Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and to in-kind and other matching dollars or donations. JC must not use funds under this Agreement for the cost of existing residences, structures, or buildings unnecessary for wetlands conservation purposes; or the cost of constructing, removing, or repairing residences, structures or buildings; or a cost (consideration) in excess of \$1.00 to buy an option to purchase an interest in real property.
13. To receive payment, JC must within 90 days of closing submit to IDNR:
 - A request for payment that includes this agreement number, description of purpose, and requested amount
 - Accompanied by all required documentation listed in Section F-13 of the Standards (Section B-3 of this agreement)
 - Proof of payment as well as a signed copy of this Agreement.
14. IDNR may withhold payments and future NAWCA Grant funds to the JC if the JC or its Subrecipients have materially failed to comply with the terms and conditions of the Grant, whether stated in a Federal statute, regulation, assurance, application, notice of award, or the Standards. When IDNR has withheld payments for these reasons, but has not suspended the Agreement, it must release such payments to JC when the JC complies with the Project objectives and the terms of the Agreement.
15. DNR shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. If the other party is subject to the provisions of Iowa Code section 8A.514, then the other party shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, neither party shall be entitled to receive any other payment or compensation for any services provided under this Cooperative Agreement.
16. No advance payments shall be made for any Deliverables provided by JC pursuant to this Cooperative Agreement.
17. To indemnify IDNR for any costs IDNR is obligated to pay to USFWS under the Grant because of JC's failure to comply with the terms and obligations of this Agreement.
18. To work with the IDNR Project Officer's designee for meeting Federal Aid requirements before incurring the cost of the acquisition of real property to ensure that the acquisition or activities associated with the acquisition will comply with the following:
 - The National Historic Preservation Act Section 106 process for (a) any activity that will result in soil disturbance, and (b) any acquisition of an interest in real property on which soil disturbance will occur as a result of the acquisition per the terms and conditions specified in the SHPO Agreement" attached as Exhibit D;
 - The requirement of NAWCA's Section 6(a)(3) that the Secretary of the Interior determines that any projected acquisition of an interest in real property is not needed for the National Wildlife Refuge System;

- USFWS’s requirement that a contaminants survey be conducted for any real property to be transferred to the Federal government;
 - Other Federal laws, executive orders, regulations, and policies governing this program including the National Environmental Policy Act.
19. To ensure that any Property purchased or contributed as a matching in-kind donation for the Acquisition Project is managed:
- To achieve the purpose(s) of the Project as stated in the Proposal;
 - Under a management plan that is consistent with the objectives, goals, or descriptions of desired habitat stated in the Proposal;
 - For the long-term conservation and management of the affected wetland ecosystem and the fish and wildlife dependent thereon;
 - To record a Notice of Grant Requirements for that Property in the local government office set up for that purpose (e.g., County Recorder) per section F-13(g) in the Standards. The Notice of Grant Requirements must:
 1. identify the Property to which the Notice of Grant Requirements applies and attach a legal description;
 2. identify the name and address where it is kept on file
 3. state the purpose of the Project
 4. state that JC will not convey or encumber the Property, in whole or in part, to another party without IDNR’s and USFWS’s consent.
20. As authorized titleholder of interests in real properties acquired with Grant funds and matching in-kind contributions, JC may not encumber, sell, or otherwise transfer these interests in real property without the approval of the USFWS.
21. As authorized titleholder of interests in real properties acquired with Grant funds and matching in-kind contributions, JC must manage the Property(ies) in a manner consistent with the purpose authorized in the Proposal. The Proposal identifies the Project benefits of these Property(ies) as perpetual. The JC may propose that the interest in real property is no longer needed for the Project’s authorized purpose. However, JC is prohibited from managing the property in a manner that interferes with the Project’s authorized purpose unless it obtains written permission to do so from the USFWS.
22. To enter into and be bound by those Certifications and Assurances applicable to Federal Grants and Cooperative Agreements required for funding this Agreement, including those described in Appendix A of the Standards.
23. As authorized title holder of interests in real properties acquired with Grant funds and matching contributions, JC property must be recorded in the Cerro Gordo County financial statements. JC will send semi-annual reports to the IDNR Project Officer on the status of recording the asset including a final proof/certification that it is recorded to the County’s records.

C. IDNR and JC mutually agree:

1. IDNR and JC may in writing identify additional property(ies) that JC shall attempt to acquire pursuant to the terms of this Agreement, and such new properties and their acquisition shall be subject to the terms and conditions of this Agreement.
2. The following persons are appointed as Project Officers respectively:

IDNR Project Officers: Kelly Smith
Habitat Conservation Programs Coordinator, Wildlife Bureau
Iowa Department of Natural Resources
Wallace Building
502 East 9th Street
Des Moines, IA 50319-0034
(712)520-0313
Kelly.Smith@dnr.iowa.gov

Federal Land Acquisition Procedures:
Travis Baker
Supervisor of Realty Services
Iowa Department of Natural Resources
Wallace Building
502 East 9th Street
Des Moines, IA 50319-0034
(515) 725- 8457
Travis.Baker@dnr.iowa.gov

Federal Aid Requirements:
Monica Thelen
Federal Aid Coordinator
Iowa Department of Natural Resources
Wallace Building
502 East 9th Street
Des Moines, IA 50319-0034
(515) 725-8501
Monica.Thelen@dnr.iowa.gov

JC Project Officer: Keri VanZante
Director
Jasper County Conservation
1030 W 2nd Street S
Newton, IA50208
(641) 792-9780
kvanzante@jasperia.org

Either party may change their respective Project Officer at any time by giving written notice to the other party of the name and address of their new Project Officer

III. MODIFICATIONS

This agreement shall become effective upon being signed by their respective representatives, and thereafter it will continue in force for a period of thirty (30) years unless mutually terminated or modified through amendment by the

parties at an earlier date, or, for portions of the Acquisition Project which include acquisition of real property interests, in perpetuity from the above mentioned effective date unless limited by easements, leases or other legal instruments of shorter duration as may be specified in the Standards and approved by the IDNR Project Officer. Project Period of Performance for this Agreement will run concurrently with the Grant which is scheduled to end on April 1, 2024, but may be extended for up to three (3) additional years conditional to Grant extensions requested by IDNR and approved by USFWS.

IV. TERMINATION

IDNR and JC agree that this Agreement and its obligations are contingent upon IDNR's receipt, acceptance and execution of the Grant. If IDNR should not receive or accept the Grant or if the Acquisition Project is excluded from the Grant, this Agreement shall be rescinded as of its effective date and neither party shall have any obligations to the other under this Agreement. Either party may terminate this Agreement by providing thirty (30) days written notice thereof to the other party if all or any portion of the Acquisition Project is taken by any governmental agency by means of eminent domain, or pursuant to any compelling reasons of public health, safety, or welfare, or if JC or any sub-recipients abandon the Property or fail to manage and maintain it according to the terms of this Agreement. The parties hereto also agree that if such termination should occur, then JC shall reimburse the USFWS or be bound to the alternative for redress chosen by the USFWS. Further, JC will compensate IDNR in an amount equal to one-thirtieth (1/30) of INDR's incurred costs herein for each full year still remaining in the initial thirty (30) year term of this agreement.

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

Iowa Department of Natural Resources

Jasper County

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Board Member _____ introduced the following resolution entitled "RESOLUTION APPROVING ELECTRONIC BIDDING PROCEDURES AND DISTRIBUTION OF PRELIMINARY OFFICIAL STATEMENT", and moved that the resolution 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 _____

RESOLUTION APPROVING ELECTRONIC BIDDING
PROCEDURES AND DISTRIBUTION OF PRELIMINARY
OFFICIAL STATEMENT

WHEREAS, in conjunction with its Financial Advisor, PFM Financial Advisors LLC, the County has caused a Preliminary Official Statement to be prepared outlining the details of the proposed sale of the Notes; and

WHEREAS, the Board has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Board deems it in the best interests of the County and the residents thereof to receive bids to purchase such Notes by means of both sealed and electronic internet communication.

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

Section 1. That the Preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Chairperson and Auditor, upon the advice of bond counsel, and the County's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

Section 2. That the receipt of electronic bids through the PARITY® Competitive Bidding System described in the Preliminary Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

PASSED AND APPROVED this 5th day of September, 2023.

Chairperson

ATTEST:

County Auditor

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF A PUBLIC HEARING ON A
PROPOSED ORDINANCE ESTABLISHING THE NEWTON
LEGACY REINVESTMENT DISTRICT, PURSUANT TO IOWA
CODE SECTION 15J.4(4)

WHEREAS, on March 17, 2023, the Iowa Economic Development Authority (“IEDA”) Board approved a maximum benefit amount of \$14,000,000 as described in the Newton Legacy Reinvestment District Plan submitted to the IEDA Board (“Plan”), and declared that the commencement date be established as October 1, 2024 for the Newton Legacy Reinvestment District; and

WHEREAS, this Board desires to establish the Newton Legacy Reinvestment District described in the Plan through the adoption of an Ordinance pursuant to Iowa Code section 15J.4(4); and

WHEREAS, the Board of Supervisors desires to hold a public hearing on the proposed Ordinance, and therefore, the Board deems it appropriate to set a public hearing on the Ordinance.

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

Section 1. That a public hearing shall be held on the Ordinance establishing the Newton Legacy Reinvestment District before the Board of Supervisors at its meeting which commences at 9:30 A.M. on September 19, 2023, in the Board of Supervisors Room, County Courthouse, 101 1st Street N., Newton, Iowa.

Section 2. That the County Auditor is authorized and directed to publish notice of this public hearing in the Newton Daily News, the Jasper County Tribune, and the Hometown Press, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, said notice to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING FOR CONSIDERATION OF AN
ORDINANCE ESTABLISHING THE NEWTON LEGACY
REINVESTMENT DISTRICT PURSUANT TO IOWA CODE
SECTION 15J.4(4)

PUBLIC NOTICE is hereby given that the Board of Supervisors of Jasper County, State of Iowa, will hold a public meeting on the 19th day of September, 2023, at 9:30 A.M., in the Board of Supervisors Room, County Courthouse, 101 1st Street N., Newton, Iowa, at which meeting the Board will hold a public hearing on an ordinance entitled:

AN ORDINANCE ESTABLISHING THE NEWTON LEGACY
REINVESTMENT DISTRICT PURSUANT TO IOWA CODE
SECTION 15J.4(4)

The Ordinance would establish a reinvestment district within Jasper County for the Newton Legacy Reinvestment District, legally described as follows:

The following described areas in the NW ¼ of Section 34, Township 80 North, Range 19 West:

- Lots 6 & 7 of Out Lot 23 of the Newton Original Town Plat;
- Lots 1, 2, 3, & 4 in Block 23 of the Newton Original Town Plat;
- Lots 1, 2, 3, 4, 5, 6, 7, and the vacated South 132 feet of the alley running North and South between Lots 6 and 7 in Block 22 of the Newton Original Town Plat;
- Lots 1, 2, 3, & 4 in Block 21 of the Newton Original Town Plat;
- Lots 1, 2, 3, 4, and the vacated North 132 feet of the alley running North and South between Lots 2 and 3 in Block 20 of the Newton Original Town Plat;
- Lots 5 & 6 and the vacated South 132 feet of the alley running North and South east of Lots 5 & 6 in Block 20 of the Newton Original Town Plat;
- Lots 1, 2, 3, & 4 in Block 19 of the Newton Original Town Plat;
- the West 50 feet of Lots 7 & 8 AND the full width of the South 132 feet of the alley running North and South between Lots 5-6 and 7-8, all in Block 19 of the Newton Original Town Plat;
- Lots 1, 2, 3, & 4 in Block 18 of the Newton Original Town Plat;
- Lots 1, 2, 3, 4, 5, 6, and the vacated North 132 feet of the alley between Lots 2 & 3 running North and South in Block 17 of the Newton Original Town Plat;
- the West 50 feet of Lot 7 and Lots A, B, & C in Block 17 of the Newton Original Town Plat;
- Lots 2, 5, & 6 in Block 16 of the Newton Original Town Plat;

- Plat of Lots A, B, C, D, E, F, G, H, K, L, N, O, P in Block 16 of the Newton Original Town Plat;
- The Courthouse Square of the Newton Original Town Plat;
- Plat of Lots A, B, & 4 in Block 15 of the Newton Original Town Plat;
- Lots 5, 6, 7, & 8 in Block 15 of the Newton Original Town Plat;
- Lots 5, 6, 7, & 8 in Block 14 of the Newton Original Town Plat;
- Plat of Lots F & G and the abandoned Chicago, Rock Island and Pacific Railroad Company right-of-way, Lots 6 & the West 65 feet of Lot 7, and the vacated South 132 feet of the alley running North and South adjacent to Lot 7 all in Block 13 of the Newton Original Town Plat;
- Plat of Lots A, B, C, D, E, 5, 6, 7, & 8 in Block 10 of the Newton Original Town Plat;
- Lots 1, 2, and the vacated East 55 feet of the alley running East and West adjacent to Lot 2 in Block 9 of the Newton Original Town Plat;
- Plat of Lots A, B, C, D, & E, M, 3, 4, 5, 6, & F in Block 9 of the Newton Original Town Plat;
- Plat of Lots A, B, C, D, E, F, G, 2, 3, 4, 5, 6, 7, and the vacated North 132 feet of the alley running North and South abutting the east side of Lots 3 & 4 all in Block 8 of the Newton Original Town Plat;
- Block 7 and all vacated alleys and vacated North 3rd Avenue West right-of-way of the Newton Original Town Plat;
- Plat of Lots 3, 4, 5, 6, 10, and the vacated 280.5 feet of the alley running North and South adjacent and to the east of Lots 3 & 6 in Block 5 of the Newton Original Town Plat;
- Plat of Lots 1, 2, 7, 8, & 9 in Block 5 of the Newton Original Town Plat, AND the vacated 66 feet by 280.5 feet of West 2nd Street North right-of-way between the North line of North 3rd Avenue West right-of-way and the South line of North 4th Avenue West right-of-way;
- Block 4 of the Newton Original Town Plat, and
- Out Lot 7 of the Newton Original Town Plan.

The following described areas in the SW ¼ of Section 27, Township 80 North, Range 19 West:

- Lots 1, 2, 3, 4, 5, & 6 in the Fractional Block 8 of Black & Ritter's Addition to Newton;
- Lots 1, 2, 3, 4, 5, 6, 7, 8, A, & B in Block 3 of Black & Ritter's Addition to Newton;
- Lot 2 of Railroad Addition, except the North 8 feet,

- Parcel "A" of the Maytag Plant 1 ALTA/ACSM survey, except the North 8 feet of Lot 2 of Railroad Addition, strictly between the east line of the West 4th Street North right-of-way and the west line, extended northerly of the West 3rd Street North right-of-way.

The following described areas in the NE ¼ of Section 33, Township 80 North, Range 19 West:

- Lot 2 in Synergy Addition to Newton
- A portion of Lot 1 in Synergy Addition to Newton described as follows: Beginning at the Northwest corner of Lot 2, Synergy Addition, City of Newton, Jasper County, Iowa, thence westerly 268 feet along the north line of Lot 1, Synergy Addition, thence south to a point on the south line of Lot 1 of Synergy Addition, thence easterly along said south line of Lot 1 of Synergy Addition to a point intersecting with a western line of Lot 2 Synergy Addition, thence north 48.57 feet, thence west 356.48 feet, thence north to the point of beginning.
- Plat of Parcel B, lying within Lots 23 through 26 and Lots 32 through 40 and abandoned North 3rd Avenue West EXCEPT the north 15 feet of said abandoned right-of-way within said Parcel B, all in West Newton Addition;
- Lots 41 & 42 in West Newton Addition; and
- Out Lot 10 of the Original Town Plat.

The following described areas in the SE ¼ of Section 28, Township 80 North, Range 19 West AND the NE ¼ of Section 33, Township 80 North, Range 19 West AND in the NW ¼ of Section 34, Township 80 North, Range 19 West:

- Lot 3 in Synergy Addition to Newton and the vacated South 3rd Avenue West right-of-way, EXCEPT a portion of the south half of Lot 4 of the Railroad Addition lying within said Lot 3 located southwest of the north line of Lot 11 of Synergy Addition to Newton extending westerly.

And all public or vacated rights-of-way and alleys adjacent to and part of the above referenced parcels EXCEPT:

- the full width of the North 2nd Avenue West right-of-way west of the centerline of West 4th Street North,
- the west half of the West 4th Street North right-of-way between the north line of the North 2nd Avenue West right-of-way and 1st Avenue West,
- the west half of the West 4th Street South right-of-way between 1st Avenue West and the south line of Lot 4 in Block 18 of the Newton Original Town Plat,
- the full width of the alley right-of-way running East and West between the centerline of West 4th Street South and the east line of Lots 5-6 in Block 19 of the Newton Original Town Plat,

- the south half of the South 2nd Avenue West right-of-way located south of Parcel "A" of Lots 7 & 8 AND the south 132 feet of the alley right-of-way in Block 19 of the Newton Original Town Plat,
- the full width of the alley right-of-way running East and West between the east line of the West 50 feet of Lots 7 & 8 in Block 19 of the Newton Original Town Plat and the centerline of West 2nd Street South,
- the west half of West 2nd Street South between the south line of Lot 4 in Block 20 of the Newton Original Town Plat and the centerline of South 2nd Avenue West,
- the south half of the South 2nd Avenue West right-of-way between the centerline of West 2nd Street South and the east line of the vacated South 132 feet of the alley right-of-way running North and South in Block 20 of the Newton Original Town Plat,
- the full width of the alley right-of-way running East and West between the east line of the vacated South 132 feet of the alley right-of-way running North and South in Block 20 of the Newton Original Town Plat and the centerline of East 2nd Street South,
- the west half of East 2nd Street South between the south line of Lot 4 in Block 22 of the Newton Original Town Plat and the centerline of South 2nd Avenue East,
- the south half of the South 2nd Avenue East right-of-way between the centerline of East 2nd Street South and the east line of the Lot 7 in Block 22 of the Newton Original Town Plat,
- the full width of the alley right-of-way running East and West between the east line of Lot 7 in Block 22 and the east line of Lot 7 of Out Lot 23 of the Newton Original Town Plat,
- the north half of the 1st Avenue East right-of-way between the east line of Lot 7 of Out Lot 23 and the east line of the West 65 feet of Lot 7 of Block 13 of the Newton Original Town Plat,
- the full width of the alley right-of-way running East and West between the east line of the West 65 feet of Lot 7 in Block 13 and the west line of Lot 2 in Block 15 of the Newton Original Town Plat,
- the south half of North 2nd Avenue East between the west line of Lot 2 in Block 15 of the Newton Original Town Plat and the centerline of East 2nd Street North,
- the east half of East 2nd Street North between the centerline of North 2nd Avenue East and the centerline of North 3rd Avenue East,
- the full width of the alley right-of-way running East and West between the centerline of East 2nd Street North and the east line of Lots C, D, and E in Block 10 of the Newton Original Town Plat,
- the full width of the West 3rd Street North right-of-way north of the north line of North 4th Avenue West right-of-way, and

- the full width of West 4th Street North north of the Iowa Interstate Railroad right-of-way.

With all the above-described areas lying within the City of Newton, Jasper County, Iowa.

A copy of the Ordinance is on file for public inspection in the office of the County Auditor, County Courthouse, Jasper County, Iowa.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such meeting.

Dated this _____ day of _____, 2023.

County Auditor, Jasper County, State of Iowa

(End of Notice)

PASSED AND APPROVED this 5th day of September, 2023.

Chairperson, Board of Supervisors

ATTEST:

County Auditor

CONTRACT FOR SERVICES

This Contract for Services (the "Agreement") is made as of August 14, 2023 between MercyOne Newton Medical Center Laboratory and Jasper County, Iowa.

RECITALS

WHEREAS, MercyOne Newton Medical Center Lab is in the business of performing laboratory testing services, and has staff who conduct patient blood draws ("Phlebotomy Services"); and

WHEREAS, Jasper County desires MercyOne Newton Medical Center to provide Phlebotomy Services for its employees, for the purpose of wellness checks.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. MercyOne Newton Medical Center staff will be in the in-service room of MercyOne Newton Medical Center on October 25, 2023, from 6:00 am to 9:00 am.
2. MercyOne Newton Medical Center staff will be available to draw any Jasper County employee who wishes to participate and have a wellness check (the "Wellness Profile") conducted.
3. Jasper County agrees to pay \$30 per full time employee Wellness Profile completed. The Wellness Profile will test the following: Sodium, Potassium, Chloride, BUN, Creatinine, Glucose, Bilirubin, AST, ALT, GGT, ALP, Cholesterol, Triglycerides, HDL, LDL, TSH and Ferritin.
4. MercyOne Newton Medical Center's Staff will draw any part time Jasper County employees wishing to have the Wellness Profile done. The \$30 cost of the profile will be the responsibility of the part time employee and not Jasper County, and will be due at the time of the lab draw.
5. MercyOne Newton Medical Center Staff will draw any male Jasper County employee wishing to have PSA testing. The \$20 cost of the PSA test will be the responsibility of the employee and not Jasper County, and will be due at the time of the lab draw.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**MERCYONE NEWTON MEDICAL CENTER
MEDICAL LABORATORY**

**JASPER COUNTY
HEALTH DEPARTMENT**

By: _____
Chad Kelley
MercyOne Newton Medical Center
Chief Operating Officer

By: _____
Kristina Winfield, Public Health Coordinator
By: _____
Brandon Talsma, Board of Supervisors Chair

MercyOne Newton Medical
Center
Address: 204 N. 4th Ave E.
Newton, Iowa 50208
Phone: (641) 792-1273

Jasper County Health Department
315 W 3rd St N
Newton, IA 50208
Phone: 641.787.9224

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

Rezone Request

Case File: R-2023-007

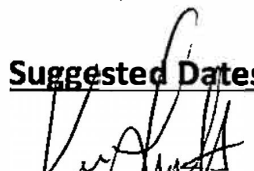
Date: 08/31/2023

Set public hearing dates for the rezone of the parcel below from Agricultural (A) to Rural Residential (RR).

PARCEL # 06.07.400.006

PARCEL A OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 21 WEST OF THE 5TH P.M., JASPER COUNTY, IOWA.

Suggested Dates: 09/~~28~~¹⁹/2023, 09/26/2023, 10/03/2023



Kevin Luettgen

Jasper County Community Development



CICS

Supporting Individuals. Strengthening Communities.

BYLAWS CENTRAL IOWA COMMUNITY SERVICES COUNTY SUPERVISOR REGIONAL ADVISORY COMMITTEE

Effective Date: 7/1/23

I: NAME

The name of this organization shall be Central Iowa Community Services County Supervisor Regional Advisory Committee (hereinafter “County Supervisor Regional Advisory Committee”).

II: PURPOSE

The County Supervisor Regional Advisory Committee will look at how services are delivered, the quality of services and help identify and prioritize service needs.

The County Supervisor Regional Advisory Committee may also address any mental health and disability related issues the County Supervisor Regional Advisory Committee feels to be appropriate.

The County Supervisor Regional Advisory Committee shall act in an advisory role and all authority for policy making shall remain with Central Iowa Community Services Regional Governing Board (hereinafter “Regional Governing Board”).

III: MEMBERSHIP

The County Supervisor Regional Advisory Committee shall consist of a maximum of 1 member from each County Board of Supervisors of the counties in the Central Iowa Community Services Region.

The County Supervisor Regional Advisory Committee members shall serve terms at the discretion of the appointing County Board of Supervisors.

IV: OFFICERS AND GOVERNING REGIONAL GOVERNING BOARD MEMBERS

The officers of the County Supervisor Regional Advisory Committee shall include a chair and vice-chair. Each shall be elected at the first advisory committee meeting of the calendar year. The chair shall preside at all meetings and appoint all sub-committees as determined necessary by the County Supervisor regional advisory committee. The vice-chair shall act in the chair’s absence.

Six members of the County Supervisor Advisory Committee shall be elected to the Regional Governing Board. The County Supervisor Regional Advisory Committee members who are elected to the Regional Governing Board

shall serve three-year terms. The terms shall be staggered. Members will be eligible for re-election for a total of two full three-year terms. An individual can be re-elected after at least one term off the Regional Governing Board.

The permanent recording secretary shall be a CICS staff member.

V: MEETINGS

Meetings of the County Supervisor Regional Advisory Committee shall be held in the first quarter of each calendar year and at least quarterly thereafter. The CICS staff member shall be responsible for sending written notice to all members at least one week in advance of meetings. Public notice of meetings will be provided by posting meeting date, time, and agenda on the Central Iowa Community Services website.

A quorum will be a majority of appointed members in attendance. No action will be taken in the absence of a quorum.

Members may participate in any meeting by any means of communication that allows direct participation, including but not limited to telephone conference call and video conferencing. Members participating in this manner shall be considered present for purposes of quorum and voting.

VI: ADOPTION

These by-laws shall be adopted by both the County Supervisor Regional Advisory Committee and the Regional Governing Board. These by-laws become effective upon approval by the Regional Governing Board.

VII: REVISIONS

These by-laws will be reviewed annually and may be revised by the County Supervisor Regional Advisory Committee with approval from the Regional Governing Board.

VIII: TERMINATION

The County Supervisor Regional Advisory Committee serves at the complete discretion of the Regional Governing Board. If state law changes and/or other circumstances arise, the Regional Governing Board may, upon board action, dissolve the County Supervisor Regional Advisory Committee.

Approved by Central Iowa Community Services Governing Board on June 22, 2023.



BJ Hoffman, Governing Board Chair

6/22/23
Date



**County Supervisor Regional
Advisory Committee Agreement**



CICS
Supporting Individuals. Strengthening Communities.

Each member county shall appoint one of its supervisors from the County Board of Supervisors to serve as a member on the CICS County Supervisor Regional Advisory Committee. The Board of Supervisors of each member county shall select its member and he or she shall serve indefinitely at the pleasure of the county appointing the member, until a successor is appointed, or until the earlier death, resignation, or the end of such person's service as a county supervisor.

The following Board of Supervisor member has been appointed as member to the CICS County Supervisor Regional Advisory Committee.

Member for _____ County

Member: _____

Attest:
Auditor _____

Date: _____

Please return to:
Meghan Freie, Planning & Development Officer
123 1st Ave. SW
Hampton, IA 50441
meghan.freie@cicsmhds.org

Resolution _____

STATE OF IOWA }
Jasper County }

TRANSFER ORDER

\$21,620.00

Newton, Iowa, September 5, 2023

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Twenty one thousand six hundred twenty dollars and 00/100***

From: 0027
Co Conservation Land Acq

To: 0028
Conservation Nature Center

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Director Request

By Order of Board of Supervisors.

Supervisor

Attest

NO. 1502

Teresa A. ...

Auditor/Designee

Correction for FY2023 deposit

August 22, 2023

Tuesday, August 22, 2023, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Stevenson and Cupples present and accounted for; Chairman Talsma presiding.

Sheriff Halferty presented 3 Certificates of Appointment of Civil Process Server for Summer Guy, Kim Richardson-Fry & Mike Stephenson.

Motion by Cupples, seconded by Stevenson to approve the Appointments of Civil Process Server for Summer Guy, Kim Richardson-Fry & Mike Stephenson.

YEA: STEVENSON, CUPPLES, TALSMAS

Motion by Stevenson, seconded by Cupples to adopt Resolution 23-71, a hiring resolution certifying the following appointment to the Auditor for payroll purposes. This Resolution replaces Resolution 23-40 changing the position elimination date to December 15, 2023.

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
County Attorney's Office	Summer Internship	Collin Jacobsen	\$15.00	Standard Rate	05/16/2023

YEA: CUPPLES, TALSMAS, STEVENSON

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

Motion by Cupples, seconded by Stevenson to adopt Resolution 23-72, a hiring resolution certifying the following appointment to the Auditor for payroll purposes:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Elderly Nutrition	Part-time 3 rd Cook (Dishwasher)	Megan Wells	\$11.42	Hire-in Union Scale	08/24/2023

YEA: TALSMAS, STEVENSON, CUPPLES

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

Human Resource Director, Dennis Simon presented an updated Vacation Leave Policy.

Motion by Stevenson, seconded by Cupples to approve the updated Vacation Leave Policy.

YEA: CUPPLES, TALSMAS, STEVENSON

Employee Benefits Consultant, Bob Meller, presented PrudentRX Specialty Copay Benefits. This would allow employees taking preferred drugs a \$0 copay by utilizing PrudentRX rebates. Non-preferred drugs will now have a \$100 copay.

Motion by Stevenson, seconded by Cupples to approve PrudentRX Specialty Copay Benefits.

YEA: TALSMAS, STEVENSON, CUPPLES

Engineer Mike Frietsch presented DOT Bids for Project HRRR-C050(131)--5R-50, HMA Resurfacing with Milling on F-48 W, from Bridge N03 (NBIS 30401) E 5.8 miles to Newton CL.

Manatt's	\$3,816,979.93
Inroads, LLC	\$3,857,778.62

Hawkeye Paving Corp \$4,539,538.70

Motion by Cupples, seconded by Stevenson to accept the low bid from Manatt's in the amount of \$3,816,979.93 for Project HRRR-C050(131)--5R-50, HMA Resurfacing with Milling on F-48 W.

YEA: STEVENSON, CUPPLES, TALSMA

Engineer Frietsch also presented an agreement with John Deere for Construction Starfire Grader Pilot Equipment, in the amount of \$2500.

Motion by Cupples, seconded by Stevenson to approve the agreement with John Deere for the Construction Starfire Grader Pilot Equipment.

YEA: CUPPLES, STEVENSON, TALSMA

Community Development Director, Kevin Luetters, presented the bids for 248 Hickory Street Demolition Project.

Lanphier Excavating LLC \$ 9,890

Van Ryswyk P & H \$35,750

Robbie Howe \$15,952

Brothers Cleaning Corp \$16,200

Motion by Stevenson, seconded by Cupples to approve the low bid from Lanphier Excavating, LLC, in the amount of \$9,890.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to approve Board of Supervisors minutes for August 15, 2023.

YEA: STEVENSON, TALSMA, CUPPLES

No work session was held.

Motion by Cupples, seconded by Stevenson to adjourn the Tuesday, August 22, 2023, meeting of the Jasper County Board of Supervisors.

YEA: TALSMA, STEVENSON, CUPPLES

Teresa Arrowood, Deputy Auditor

Brandon Talsma, Chairman