



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 19, 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

Public Hearing – Community Development – Kevin Luetters

- a) Anita Norian Requesting a Rezone for Parcel #06.07.400.006, from Agricultural to Rural Residential

Item 2

Public Hearing – An Ordinance Establishing the Newton Legacy Reinvestment District Pursuant to Iowa Code Section 15J.4(4)

- 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;
- 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;



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- 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.
- 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.

Item 3 Building and Grounds – Adam Sparks

- a) Auditor's Office Updates

Item 4 Conservation – Keri VanZante and Daniel Kunkel & Linn Harden

- a) Baxter Veterans Memorial

Item 5 Sheriff – John Halferty

- a) FY2024 Governor's Traffic Safety Bureau Iowa Department of Public Safety (GTSB) Agreement

Item 6 Human Resources – Dennis Simon

- a) Hiring Resolution for Secondary Roads, Skilled Laborer – Lucas Warrick

Item 7 Engineer – Mike Frietsch

- a) Resolution Vacating a Portion of Jasper County Roadway (W 124th St N)

Item 8 Naming a Bridge

- a) Naming a Bridge in Honor of Reserve Deputy Sheriff Howard W. Holdefer

Item 9 Tax Rate Summary (Taxing Year 2022)

Item 10 Memorandum of Understanding Between Jasper County, Iowa, Mahaska County, Iowa and the Welder's Shield, L.L.C., Concerning Installation and Future Maintenance of Private Utilities Crossing Public Road Easements

Item 11 Memorandum of Understanding Between Polk County, Iowa and Jasper County, Iowa, to Set Forth the terms of Payments, Administration, and Oversight of the appointed of the Shared Judicial Mental Health Advocate

Item 12 Approval of Board of Supervisors Minutes for September 12, 2023

PUBLIC INPUT & COMMENTS

**After Regular Meeting:
Work Session**

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-2023-007

Anita Norian requests that the following described parcel be rezoned from Agricultural "A" to Rural Residential "RR-1" to comply with Jasper County Ordinance #04E.

PARCEL #0607400006

Signed Digitally signed by Anita Norian

Date 8/7/2023

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

 Aye 5 Nay



Chairperson Jasper County Zoning Commission

State of Iowa, Jasper County

On this 30 day of August, before me Brett Jennings, a Notary Public in and for the State of Iowa, appeared Ross Dexter 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.


- Notary in and for the State of Iowa



Shelby Hobbs

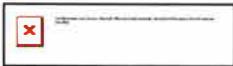
From: Jay Cowan <jay@dsmproperty.net>
Sent: Tuesday, August 8, 2023 8:51 AM
To: Shelby Hobbs; Brett Jennings
Subject: Fwd: Complete with DocuSign: Rezone Request Application - Jasper County.pdf

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----- Forwarded message -----

From: Kristin Callahan via DocuSign <dse_NA3@docusign.net>
Date: Fri, Aug 4, 2023 at 3:10 PM
Subject: Complete with DocuSign: Rezone Request Application - Jasper County.pdf
To: Jay Cowan <jay@dsmproperty.net>



A large blue rectangular banner with a white border. In the top left corner, there is a small icon of a document with a red 'x'. In the center, the text "Kristin Callahan sent you a copy." is displayed in white. Below the text is a yellow rectangular button with the text "REVIEW DOCUMENT" in black, all-caps font.

Kristin Callahan
kristin@platinumdeve.com

Jay Cowan,

Please DocuSign Rezone Request Application - Jasper County.pdf

Thank You, Kristin Callahan

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Jasper County, IA

Rezone *Aug 30th



Overview



Legend

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

Parcel ID	0607400006	Alternate ID	016550	Owner Address	NORIAN, ANITA K TRUST
Sec/Twp/Rng	7-80-21	Class	A		816 VIRGINIA GARDEN DR
Property Address		Acreege	19.29		BOYNTON BEACH, FL 33435-6406
District	PWCME				
Brief Tax Description	SECTION:7 TOWNSHIP:80 RANGE:21 PARCEL A OF SW SE (Note: Not to be used on legal documents)				

Jasper County Data Disclaimer

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Date created: 7/12/2023
Last Data Uploaded: 7/12/2023 2:16:51 AM

Jasper County, Iowa

Land **E**valuation and **S**ite **A**nalysis

LAND EVALUATION WORKSHEET #1

Name Parcel # 0607400006

CSR	LESA POINTS FOR EACH CSR	X	NUMBER OF ACRES FOR EACH CSR	=	WEIGHTED VALUE
90-100	100				
80-89	90		10.11		909.9
70-79	80				
60-69	70				
50-59	60				
40-49	50		8.15		407.5
30-39	40				
20-29	30				
0-19	10		1.03		10.3
TOTAL ACRES IN PARCEL			19.29		
				TOTAL WEIGHTED VALUE	1327.7
				DIVIDED BY TOTAL NUMBER OF ACRES	19.29
				EQUALS THE AVERAGE POINT VALUE FOR PARCEL*	68.83

* TRANSFER THE AVERAGE SITE VALUE FOR THE PARCEL TO LINE 1 OF PART ONE ON THE LESA SUMMARY SHEET

Jasper County, Iowa
Land Evaluation and Site Analysis
Summary Worksheet

Owner	Anita K Norian Trust
Legal Description	
Location	Parcel # 0607400006
Acres in Parcel	19.29
Date of Evaluation	8/16/2023
Evaluated By	Brett Jennings

	POINTS	X WEIGHT FACTOR	SUB TOTAL
PART ONE (LAND EVALUATION)			
1. Average Site Value	68.83	1	68.83
PART TWO (SITE ASSESSMENT)			
1. Viability of Site for Agricultural Use	6	3	18
2. Adjacent Zoning/Use	7	2	14
3. Distance to State Regulated Livestock Production Facility	0	2	0
4. Distance from Access to Paved Road	0	1	0
5. Distance to Incorporated City Boundry	18	1	18
6. Distance to Municipal(Common) Water System	3	1	3
7. Distance to Municipal(Common) Sewer System	30	1	30
TOTAL LESA SCORE			151.83

LOW AG VALUE - Scores less than 125 points
 AVERAGE AG VALUE - Sores from 126-250 pts.
 HIGH AG VALUE - Scores higher than 251-362 pts.

Land Evaluation and Site Analysis

SITE ANALYSIS - WORKSHEET #1

NAME Parcel # 0607400006 _____

VIABILITY OF SITE FOR AGRICULTURAL USE

Check each item that applies

PARCEL SIZE AND CONFIGURATION	Pts	X	Number of Acres	=	Weighted Value
< 5 acres Irregular	0				
< 5 acres Regular/Unbroken	1				
≥ 5 but < 10 acres Irregular	2				
≥ 5 but < 10 acres Regular/Unbroken	3				
≥ 10 but < 20 acres Irregular	5				
≥ 10 but < 20 acres Regular/Unbroken	6		19.29		115.74
≥ 20 but < 35 acres Irregular	7				
≥ 20 but < 35 acres Regular/Unbroken	8				
>35 acres Irregular	9				
>35 acres Regular/Unbroken	10				
TOTAL ACRES			19.29		
TOTAL WEIGHTED VALUE					115.76
DIVIDED BY THE TOTAL NUMBER OF ACRES					19.29
EQUALS THE AVERAGE WEIGHTED VALUE FOR PARCEL					6

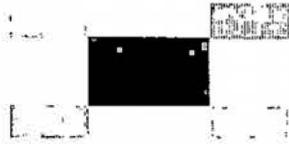
Note: If a regularly shaped parcel is broken, by a man-made (railroad) or natural (stream) barrier that does not allow for continuous cultivation of the entire parcel, then estimate the size of each separate portion and enter it in the applicable category of the table.

SITE ANALYSIS - WORKSHEET #2

NAME _____

ZONING/USE ADJACENT TO SITE

BEGIN WITH 10 POINTS, DEDUCT POINTS ACCORDING TO THE FOLLOWING SCHEDULE:



MAXIMUM POINTS 10

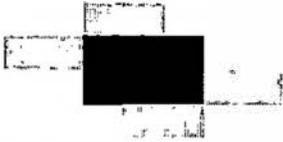
Deduct 1 point for each diagonally adjacent property used similarly to requested use

1



Deduct 2 point for each laterally adjacent property used similarly to the requested use.

1



Deduct between 1 to 2 points for each partial laterally adjacent property used similarly to the requested use.

1

TOTAL DEDUCTIONS 3

TOTAL LESA POINTS 7

An "Ag Tolerance Easement" required if total deductions less than 4

Jasper County, Iowa

Land **E**valuation and **S**ite **A**nalysis

SITE ANALYSIS - WORKSHEET #3

NAME Parcel # 0607400006

Distance ¹ to all applicable Livestock Production Facilities	PT	X	1 Facility Per Quad	=	Points Per Quad
Less than 1/4 mile	10				
> 1/4 but < 3/8 miles	9				
> 3/8 but < 1/2 miles	8				
> 1/2 but < 5/8 miles	7				
> 5/8 miles < 3/4 miles	6				
> 3/4 but < 1 miles	5				
> 1 but < 1-1/4 miles	4				
> 1-1/4 but < 1-1/2 miles	3				
> 1-1/2 but < 1-3/4 miles	2				
> 1-3/4 but < 2 miles	1				
> 2 miles	0		1		0

Total Points 0

¹ Distance is measured from the center of the subject property to the closet point of any building on a defined facility that houses livestock.
 An "Ag Tolerance Easement" required if any one facility rated higher than 5
 An "Ag Tolerance Easement" granted reduces all scores to zero

Jasper County, Iowa

Land **E**valuation and **S**ite **A**nalysis

SITE ANALYSIS - WORKSHEET #4

NAME Parcel # 0607400006

Distance from access to paved public road	Pts	X	D.U.P.A. ¹ Factor	=	Total Points
> 2 miles	10				
> 1-3/4 but < 2 miles	9				
> 1-1/2 but < 1-3/4 miles	8				
> 1-1/4 but < 1-1/2 miles	7				
> 1 but < 1-1/4 miles	6				
> 3/4 but < 1 miles	5				
> 1/2 but < 3/4 miles	4				
> 3/8 but < 1/2 miles	3				
> 1/4 but < 3/8 miles	2				
> direct access but < 1/4 miles	1				
Direct access	0		3		0
APPLICABLE POINTS					

¹ Dwelling Units Per Acre	Factor
Single lot with D.U.P.A. less than 1	0
Minor subdivision with D.U.P.A less than 1	1
Major subdivision with D.U.P.A less than 1	3
Any lot or subdivision with D.U.P.A greater than 1	4

Jasper County, Iowa

Land **E**valuation and **S**ite **A**nalysis

SITE ANALYSIS - WORKSHEET #5

NAME Parcel # 0607400006

Distance to Incorporated City Boundry	PTS	X	D.U.P.A. ¹ Factor	=	Total Points
> 2 miles	10				
> 1-3/4 mi. but ≤ 2mi.	9				
> 1-1/2mi. but ≤ 1-3/4mi.	8				
> 1-1/4 mi. but < 1-1/2 mi.	7				
> 1 mi. but < 1-1/4 mi.	6		3		18
> 3/4 mi. but < 1 mi.	4				
> 1/2 mi. but < 3/4 mi.	3				
> 1/4 mi. but < 1/2 mi.	1				
Adjacent to Less than 1/4mi.	0				
Applicable Points					18

¹ Dwelling Units Per Acre	Factor
Single lot with D.U.P.A. less than 1	0
Minor subdivision with D.U.P.A less than 1	1
Major subdivision with D.U.P.A less than 1	3
Any lot or subdivision with D.U.P.A greater than 1	4

Jasper County, Iowa

Land **E**valuation and **S**ite **A**nalysis

SITE ANALYSIS - WORKSHEET #6

NAME Parcel # 0607400006

Distance to Municipal or Common Water System	Pts	X	D.U.P.A. ¹ Factor	=	Total Points
> 1,320'	10				
> 990' but < 1,320'	9				
> 600' but < 990'	8				
> 500' but < 660'	7				
> 400' but < 500'	6				
> 300' but < 400'	4				
> 200' but < 300'	3				
> 100' but < 200'	2				
Less than 100'	1		3		3
Adjacent to Site	0				
APPLICABLE POINTS					

¹ Dwelling Units Per Acre	Factor
Single lot with D.U.P.A. less than 1	0
Minor subdivision with D.U.P.A less than 1	1
Major subdivision with D.U.P.A less than 1	3
Any lot or subdivision with D.U.P.A greater than 1	4

Jasper County, Iowa

Land **E**valuation and **S**ite **A**nalysis

SITE ANALYSIS - WORKSHEET #7

NAME Parcel # 0607400006

Distance to Municipal or Common Sewer System	Pts	X	D.U.P.A. ¹ Factor	=	Total Points
> 1,320'	10		3		30
> 990' but ≤ 1,320'	9				
> 600' but ≤ 990'	8				
> 500' but ≤ 660'	7				
> 400' but ≤ 500'	6				
> 300' but ≤ 400'	4				
> 200' but ≤ 300'	3				
> 100' but ≤ 200'	2				
Less than 100'	1				
Adjacent to Site	0				
APPLICABLE POINTS					30

¹ Dwelling Units Per Acre	Factor
Single lot with D.U.P.A. less than 1	0
Minor subdivision with D.U.P.A less than 1	1
Major subdivision with D.U.P.A less than 1	3
Any lot or subdivision with D.U.P.A greater than 1	4

ORDINANCE NO. _____

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

WHEREAS, on March 17, 2023, the 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 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.

(“Reinvestment District”); and

WHEREAS, this Board hereby finds and determines that the Reinvestment District described in the Plan and above should be established pursuant to Iowa Code section 15J.4(4).

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

Section 1. That the Newton Legacy Reinvestment District as described in the Plan and above is established as of April 1, 2023.

Section 2. That the IEDA Board identified October 1, 2024 as the Commencement Date for the Reinvestment District, as that term is defined in Iowa Code section 15J.2(2).

Section 3. That the detailed statement of the manner in which the approved projects to be undertaken in the Reinvestment District will be financed, as required by Iowa Code section 15J.4(4)(c), is set forth in Exhibit 1 attached hereto, and such statement includes but is not limited to the information required by Iowa Code section 15J.4(4)(b); and (ii) the financial information included in the Plan as required by Iowa Code section 15J.4(2)(d).

Section 4. That the Chairperson or County Auditor is hereby authorized, empowered and directed to submit this Ordinance, the Commencement Date, and the information required by Iowa Code 15J.4(4)(b) to the director of revenue within thirty (30) days form the date of this Ordinance, and the Chairperson or County Auditor is hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to establish the Reinvestment District.

PASSED AND APPROVED this _____ day of _____, 2023.

Chairperson, Board of Supervisors

ATTEST:

County Auditor

Read First Time: _____, 2023

Read Second Time: _____, 2023

Read Third Time: _____, 2023

PASSED AND APPROVED: _____, 2023.

I, _____, County Auditor of Jasper County, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the Board of Supervisors of the County at a meeting held _____, 2023, signed by the Chairperson on _____, 2023, and published in the:

Newton Daily News on _____, 2023

Jasper County Tribune on _____, 2023

Hometown Press on _____, 2023

County Auditor, Jasper County, State of Iowa

(SEAL)

EXHIBIT 1- DETAILED STATEMENT OF THE MANNER IN WHICH THE APPROVED PROJECTS TO BE UNDERTAKEN IN THE DISTRICT WILL BE FINANCED.

*The financial information required by Iowa Code section 15J.4(4)(b) available to the City as of the date of this Ordinance is as follows:

The quarterly amount of sales subject to the state sales tax from the most recently available twelve-month period preceding the establishment of the district for the new retail establishments under section 15J.2, subsection 9, paragraph “b”, that were in operation before the establishment of the district is as follows:

Quarter Ending June 30, 2022	=	\$3,129,695
Quarter Ending September 30, 2022	=	\$3,055,959
Quarter Ending December 31, 2022	=	\$3,832,182
Quarter Ending March 31, 2023	=	\$2,982,518

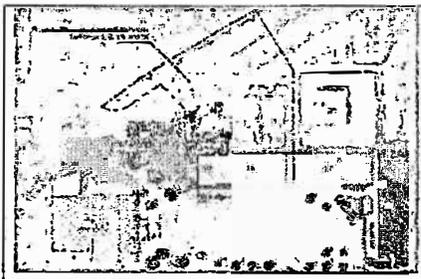
The quarterly amount of sales subject to the state hotel and motel tax from the most recently available twelve-month period preceding the establishment of the district for the new lessors under section 15J.2, subsection 8, paragraph “b”, that were in operation before the establishment of the district is as follows:

Quarter Ending June 30, 2022	=	\$228,684
Quarter Ending September 30, 2022	=	\$298,942
Quarter Ending December 31, 2022	=	\$190,682
Quarter Ending March 31, 2023	=	\$157,273

**The financial information included in the Plan under section 15J.4, subsection 2, paragraph “d” is as follows:

Project #1 Summary – Christensen Development: Residential Adaptive Use

Use of Funds	Amount	Source of Funds	Amount
Building Acquisition	\$50,000	Historic State Tax Credits	\$3,400,958
Construction Hard Costs	\$12,522,300	Federal Historic Tax Credits	\$2,496,082
Construction Soft Costs	\$1,112,351	Workforce Housing Tax Credit	\$540,000
Site Costs	\$236,250	NVP IRA Fundraising	\$3,660,862
Financing Costs	\$517,420	Long Term Loan	\$5,203,718
Development Fee	\$863,299		
Total	\$15,301,820	Total	\$15,301,820

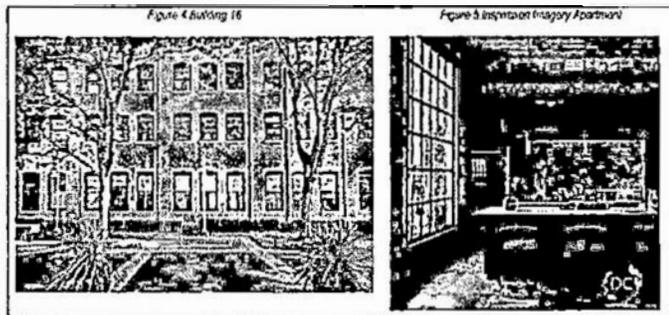


This project will re-purpose the historic 1900s Maytag building 16 into 72 new, market-rate apartments. Building 50 will be used as a mechanical space for building 16.

Catalyst Development Newton, LLC will enter into a purchase agreement with DMACC to purchase the four buildings. Christensen Development will purchase building 16 from Catalyst Development to complete this project. Construction work on building renovations and apartment construction will begin soon after the plan is

approved with an expected start date of October 2023, with an operational start date of October 1, 2024.

This project will not generate sales tax revenues in the district.

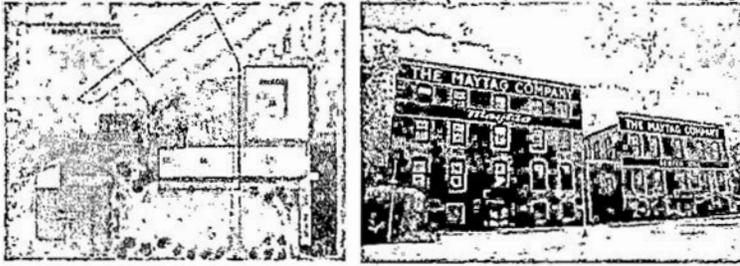


Project #2 Summary – Christensen Development: Hospitality Adaptive Reuse

Use of Funds	Amount	Source of Funds	Amount
Building Acquisition	\$50,000	NPV IRA Funds	\$3,660,862
Construction Hard Costs	\$9,146,150	Tax Increment Financing	\$1,265,000
Soft Costs	\$2,050,000	Loan on Hotel/Motel Tax	\$1,011,249
Furniture Fixtures Equipment	\$1,500,000	Historic Tax Credits	\$4,534,441
Opening & Working Capital	\$1,000,000	Investor cash & Deferred	
		Development Fee	\$235,460
		Longterm debt	\$3,039,138
Total	\$13,746,150	Total	\$13,746,150

This project will re-purpose the historic 1900s Maytag buildings 1 and 2 into a 58-room boutique hotel with a lobby bar and restaurant. Christensen Development will enter into a purchase agreement with DMACC to purchase the four buildings. Catalyst Development Newton, LLC will operate the hotel and lease the event center in building 17 from DMACC. The project is expected to begin construction in October 2023 and be operational in October 2024.

Total sales and hotel/motel tax projections over 20 years total \$3,931,257, of which \$2,633,739 is eligible under the Reinvestment District Program.



Project #3 Summary – DMACC: Legacy Plaza Infrastructure, Legacy Ballroom, and Retail Build Out

Use of Funds	Amount	Source of Funds	Amount
Building 17 Level 1	\$742,203	DMACC	\$7,712,557
Building 17 Level 4	\$1,322,640	Reinvestment District	\$1,825,000
Improvements Building 1	\$1,059,184		
Improvements Building 2	\$3,192,243		
Improvements Bldgs 13, 16, 20, & 82	\$3,221,287		
Total	\$9,537,557	Total	\$9,537,557

A portion of the original Maytag campus was repurposed to become the DMACC Newton Campus in 1993, which has provided post-secondary educational opportunities to residents for over 25 years. In August of 2020, all of the buildings at Legacy Plaza were damaged by the derecho storm, some severely. Since August 2020, these repairs have been underway, include rebuilding several collapsed walls, securing materials to match the historic period of the buildings, and replacing five roofs on the campus.

This project includes the development of Legacy Plaza in the following ways:

DMACC will work with start-up, Gezellig Brewing Company to expand their manufacturing space with a buildout of new brewing space in Building 17. The plan is to attract a craft beer pub to the former brewing space once Gezellig moves into their new manufacturing space. DMACC will also transform the former executive suites of the Maytag Corporation into a new event space called Legacy Ballroom. The space will be stripped down to its original materials with an exposed ceiling and exposed brick walls to create a unique event space. The event space will then be leased by Catalyst Development to be operated and managed in conjunction with the hotel.



Total sales tax projections over 20 years total \$2,721,055, of which \$1,554,889 is eligible under the Reinvestment District Program.

Project #4 Summary – DMACC Legacy Commons, Legacy Greenspace, and High Demand Academic Program Expansion

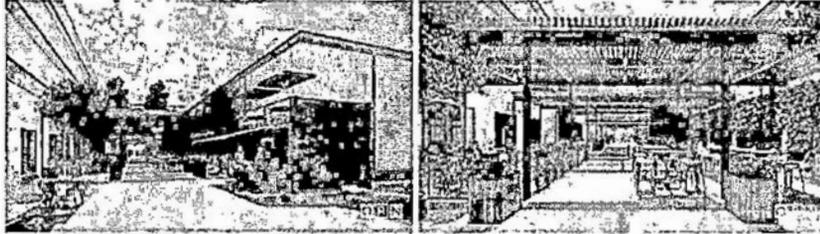
Use of Funds	Amount	Source of Funds	Amount
Building 18 - Level 1	\$653,979	DMACC	\$3,766,238
Courtyard	\$1,480,527	Private Fundraising	\$4,040,000
Greenspace	\$4,021,991		
Academic Expansion	\$1,649,741		
Total	\$7,806,238	Total	\$7,806,238

This project will include the development of retail space finished in Maytag building 18. A co-op marketplace (indoor artisan/farmers market) will allow micro enterprises small, affordable spaces from which to sell their products.

This project will also include a courtyard featuring permanent food "trucks" and retail kiosks constructed from rail storage containers. These containers will be rented out to food/beverage/retail entrepreneurs to provide additional food options. Other improvements will include outdoor seating, fire pits, public art/sculptures, and trellises to make the space appealing through all seasons. The courtyard will include an open-air walking history exhibit using new media forms to tell the story of entrepreneurship in Newton, including the story of F.L.

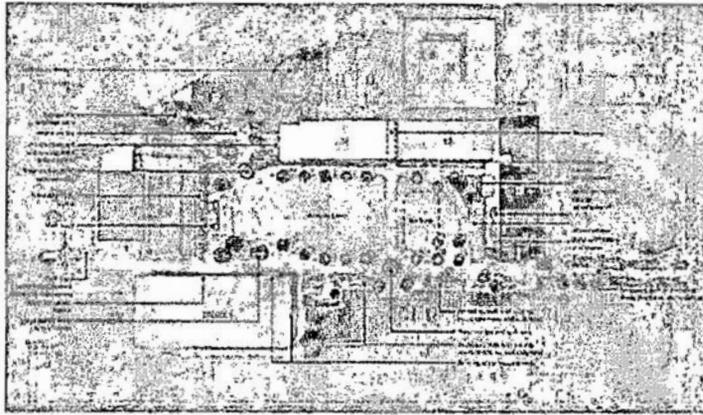
Maytag. A bike repair stand will be located on the east end of the courtyard to encourage bikers to make Legacy Plaza a destination. Funding has been identified to purchase and install a Zero Emission Vehicle Supply Type 2 recharging station at the Plaza, the first in Jasper County.

The historic Legacy Plaza campus includes an expansive 5 acres of greenspace. This project includes the development of Legacy Greenspace to include a central art sculpture, shade structures, landscaping, an open activity lawn, a six-story mural, and an ice rink. The academic building will be updated with a new entrance and floor-to-ceiling windows to connect the interior with the green space. An intentional connection with paved sidewalk and attractive landscaping will support the movement of students between the academic portion of their studies and work-based learning opportunities with tenants of Legacy Plaza and the connection between Legacy Commons and Downtown Newton.



Lastly, this project will include high-demand Academic Programming Expansion. This project includes growth in Cyber Security and Applied Engineering programming. The High-demand Project by DMACC includes the build-out of computer labs and equipment for both new academic programs, plus the remodel and refitting of an existing auto tech lab. Additional improvements to the campus library and academic learning center will further support the success of students at the campus.

Total sales tax projections over 20 years total \$3,564,001, of which \$2,036,572 is eligible under the Reinvestment District Program.

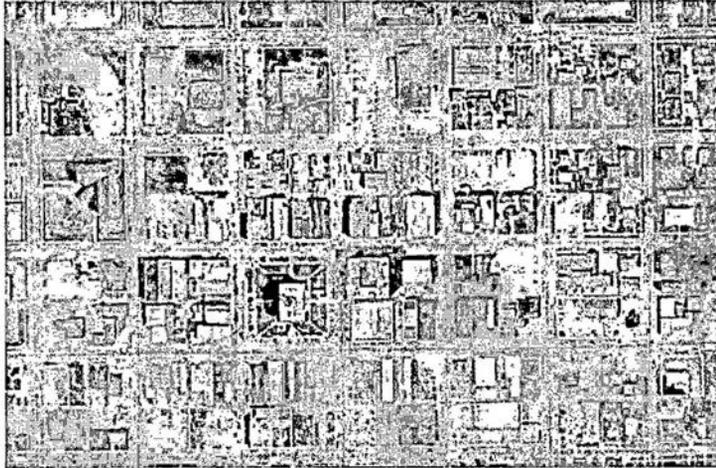


Project #5 Summary – City of Newton: Resiliency Zone

Use of Funds	Amount	Source of Funds	Amount
Downtown Improvement Grants	\$300,000	TIF	\$740,000
Newton Downtown Community Gathering Place Park	\$500,000	Other funds	\$340,000
Vacancies Initiative Tax Rebates	\$50,000	Main Street Community Gathering	\$400,000
Downtown Infrastructure	\$630,000		
Total	\$1,480,000	Total	\$1,480,000

The Resiliency Zone is an important civic area because it serves as a gathering place, employment center, and location for growth opportunities for the city. This project includes multiple components. The first is the Vacant Building Initiative. Filling vacancies in The Resiliency Zone is a high-priority goal for the city. The city proposes to be intentional about filling and improving vacant buildings by utilizing TIF incentives, such as tax rebates or forgivable loans. The city currently has 20 vacancies and estimates approximately 105,000 square feet in vacant retail space or under-utilized upper stories in the Resiliency Zone. Figure below shows these properties highlighted in yellow.

Figure 20 Identified Vacancies

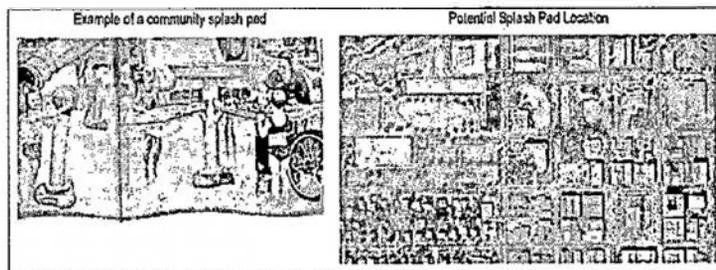


Another component of this project is the Downtown Community Gathering Place Park. Out of the Newton Main Street program, a group of volunteers emerged with the desire to establish a centrally located splash pad. A city-owned parcel, located at the intersection of North 3rd Avenue West and West 3rd Street North has been identified as an ideal site for the splash pad feature. A splash pad or interactive water feature will serve as the central focus in the quarter-block green space, but the community gathering space will also feature seating, functional art, an edible landscape, and shade structures.

In addition, the city has been incrementally constructing a hike and bike loop around the perimeter of the city. The loop is 3/4 of the way complete with funding identified to complete the loop in 2022. This project proposes a connector into and across Legacy Plaza, leading into the historic downtown. The city also plans to complete several significant infrastructure projects. These investments will

include street reconstruction and overlay projects, as well as streetscape lighting and LED conversion projects.

Total sales tax projections over 20 years total \$23,843,307, of which \$13,624,747 is eligible under the Reinvestment District Program.



Jenna Jennings

From: Adam Sparks
Sent: Friday, August 18, 2023 3:47 PM
To: Jenna Jennings
Subject: FW: counter top bid

Jenna,

Here is the countertop price.

Thanks,

Adam Sparks
Jasper County Maintenance Director
asparks@jasperia.org
641-792-2196 – office
641-521-8844 – cell

From: L & L Custom Tops <landlcustomtops@gmail.com>
Sent: Friday, August 18, 2023 1:52 PM
To: Adam Sparks <asparks@jasperia.org>
Subject: counter top bid

[NOTICE: This message originated outside of Jasper County -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

Here is the bid for the Jasper County Auditors Office

Black Pearl granite \$4845
Additional labor to carry granite upstairs \$1150

Sent from [Mail](#) for Windows

Jim Bell Flooring
 3211 S 14th Street
 Marshalltown, Iowa 50158

Estimate

Date	Estimate #
5/4/2023	1734

Phone #	641-753-1212
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Name / Address
Jasper Co Courthouse 1st st North Newton Ia 50208

				Project
Description		Qty	Rate	Total
Mohawk Solve 2 color-#359 Ecoactive	East	1,248.03	3.99	4,979.64
side Aud office				
Cpt tile Adh		2	185.00	370.00
LVP allowance		288	2.00	576.00
LVP Glue		1	75.00	75.00
6 ft pewter metal		6	4.00	24.00
Tearout & floor prep		1	2,371.22	2,371.22
Carpet Tile Installation		1	1,704.24	1,704.24
Covebase & Covebase Installation		1	276.00	276.00
Sales Tax			7.00%	0.00
Total				\$10,376.10

Down payment due at time of sale is greater of 50% of total invoice or 100% of special order products. Balance is due prior to material pickup or delivery, unless other terms have been approved. Terms: 25% restocking fee on all cancelled orders. Goods remaining in the warehouse for more than 60 days will incur a monthly charge of 5% of the total invoice per month with a minimum of \$25 per month. Credit card payments are subject to a 3% service charge.

Estimate

Jim Bell Flooring
 3211 S 14th Street
 Marshalltown, Iowa 50158

Date	Estimate #
5/4/2023	1735

Phone #	641-753-1212
---------	--------------

Name / Address
Jasper Co Courthouse 1st st North Newton Ia 50208

Project

Description	Qty	Rate	Total
Mohawk Solve 2 carpet tile color-359 Ecoactive West side aud off	1,730.97	3.99	6,906.57
Carpet tile adh	3	185.00	555.00
Covebase & Covebase installation	38	3.00	114.00
Tearout & Floor prep	1	3,029.20	3,029.20
Carpet tile installation	1	2,163.71	2,163.71
15 ft flat metal	15	4.00	60.00
Sales Tax		7.00%	0.00

Total	\$12,828.48
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Down payment due at time of sale is greater of 50% of total invoice or 100% of special order products. Balance is due prior to material pickup or delivery, unless other terms have been approved. Terms: 25% restocking fee on all cancelled orders. Goods remaining in the warehouse for more than 60 days will incur a monthly charge of 5% of the total invoice per month with a minimum of \$25 per month. Credit card payments are subject to a 3% service charge.



WOODSTYLES
— FINE CABINERY —

7/12/2023

Jasper County Auditor's Office
101 1st Street N Room 202
Newton, IA 50208

Woodstyles LLC
1714 N 4th Ave E
Newton, IA 50208
641-792-0070
www.woodstylesllc.com

Woodstyles LLC is pleased to present the following proposal:

-Red Oak Cabinetry-

Unit #	Name	Width	Length	Depth	Cost
1	Base Panel Back	57 1/2	32 1/2	3/4	522.34
1	3 Misc.				150.00
2	Base Board	57 1/2	4	3/4	16.77
3	Base Panel Back	57 1/2	32 1/2	3/4	149.24
4	Base Panel Back	4 1/2	40 1/2	3/4	14.56
5	Base Panel Right	1 1/2	38	4 1/2	13.66
6	Base Panel Back	36	30	1 1/2	301.88
6	6 Misc.				300.00
7	Base Board	110	4	3/4	32.30
8	Base Panel Back	114 1/2	40 1/2	3/4	1296.18
8	4 Misc.				200.00
9	Base Panel Back	38 11/64	40 1/2	3/4	123.46
10	Base Cabinet No Drawer	27 5/8	34 1/2	24	560.90
10	Lock				55.00
11	Base 3 Drawer	27 5/8	34 1/2	24	748.67
12	Base Panel Back	38 11/64	40 1/2	3/4	123.46
13	Base 3 Drawer	27 5/8	34 1/2	24	748.67
14	Base Panel Back	38 11/64	40 1/2	3/4	123.46
15	Base Cabinet No Drawer	27 5/8	34 1/2	24	560.90
15	Lock				55.00
16	Base Panel Right	2 1/4	40 1/2	21	67.92
17	Base Panel Back	72 3/4	40 1/2	3/4	235.30
18	Straight	72 3/4	2 1/2	3/4	45.47
19	Base Panel Back	21	40 1/2	3/4	67.92
20	Base 3 Drawer	21	40 1/2	24	797.82
20	File Hardware				30.00
20	Lock				55.00

Subtotal	7395.88
No Counter Tops	0.00
Handles 13	57.45
Hinges 8	37.19
Total Door and Drawer Front Cost	859.79
Wood Finishes	70.96
Installation	900.00

Total Cost 9321.27

TERMS:



WOODSTYLES
— FINE CABINETRY —

7/12/2023

Jasper County Auditor's Office
101 1st Street N Room 202
Newton, IA 50208

Woodstyles LLC
1714 N 4th Ave E
Newton, IA 50208
641-792-0070
www.woodstylesllc.com

4660.64

-Fabrication Deposit Required

4660.64

-Due Upon Cabinet Installation

1) Quoted prices are valid for 30 days. Project scheduling will begin upon the receipt of the fabrication deposit. No work will be scheduled prior to the receipt of the deposit.

2) Prices do not include Iowa sales tax if applicable.

3) The final payment is due upon completion of the project. Account balances not paid within 30 days of the invoice date will be charged a finance charge of 1-1/2 percent per month or the maximum permitted by law. In the event that Woodstyles LLC must institute any action for the enforcement of collection of this account, there shall be immediately due from the undersigned, in addition to the unpaid balance and interest, all costs and expenses.

4) Woodstyles LLC is not responsible for any plumbing, electrical, flooring, wall painting, countertops or other construction work unless specifically stated in this proposal and the construction drawing details that are a part of this agreement. Woodstyles will not be held liable for reasonable damage to paint, wallcovering, floorcovering and ceiling materials associated with the installation of custom millwork.

5) Finishes used by Woodstyles are among the most consistent available. Our multiple step technique combined with the careful selection of color matched woods and veneers ensure that the finished project will be as consistent as possible. However, since the properties of wood are not consistent themselves, we cannot ensure that each part of the project will look exactly alike, nor can we guarantee that the project will exactly match the initial sample. Therefore, Woodstyles does allow for a range of color on its finished products. This acceptable color range may sometimes span several shades above or below the average shade for a stained finish. Variations may also occur in hand applied paint finishes such as pickled, ragged, glazed, crackle, etc., these variations are normal.

6) This proposal shall become a binding contract when signed by both Woodstyles LLC and the Buyer and shall constitute the Buyer's authorization to proceed with the work described. The individual signing on behalf of the Buyer represents to Woodstyles LLC that he/she has the express authority to enter into this contract on behalf of the Buyer and shall be personally liable to Woodstyles LLC in the event of any misrepresentation.

We agree to move forward with this proposal and understand that any changes may incur added costs.

JEFF GUTHRIE, owner _____ DATE _____
WOODSTYLES LLC



WOODSTYLES
— FINE CABINETRY —

7/12/2023

Jasper County Auditor's Office
101 1st Street N Room 202
Newton, IA 50208

Woodstyles LLC
1714 N 4th Ave E
Newton, IA 50208
641-792-0070
www.woodstylesllc.com

CUSTOMER'S SIGNATURE _____ DATE _____



workspace

309 Locust St.
Des Moines, IA 50309
(T) 515-288-7090 (F) 515-288-0250
www.workspaceinc.net

Quotation 73020
Quote Date 08/28/23
Customer JASPCO
Terms Net 30
Account Representative Mason Lundy

Quote To

Accounts Payable
Jasper County
315 W 3RD ST N
NEWTON IA 50208-2015

Ship To

Jenna Jennings
Jasper County
101 1st St N
Newton IA 50208-3272

Phone +1 (641) 521-8844
asparks@jasperia.org

Phone +1 (641) 792-7016
jjennings@jaspercounty.iowa.gov
Sales Location Des Moines Corporate Office

Invoice will include any vendor surcharges in effect at the time of order.

Workspace reserves the right to apply a contingency fee of up to 5% of the quoted total to recover unplanned costs incurred during delivery/installation such as additional handling/trips due to job site readiness, storage needs, and changes to scope.

Description	Quantity	Unit Price	Extended Price
1 H19730A - Flagship Pedestal "A" Pull Freestanding B/B/F Lock/Omt Opts: .L: Standard Random Key Lock Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	3	312.24	936.72
2 H19830A - Flagship Series Pedestal "A" Pull Freestanding F/F Lock/Omt Opts: .L: Standard Random Key Lock Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	5	312.24	1,561.20
3 H9180A - Flagship 36W 2-Drw "A" Pull Lateral 36W 28H 18D Lock/Omt Opts:	2	502.60	1,005.20

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Description	Quantity	Unit Price	Extended Price
3 .L: Standard Random Key Lock Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1			
4 HBCSR1524P - Systems Raised Straight Countertops 24Wx15D Edgeband Select Laminate: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash Select Edgeband Color: .SA: Sterling Ash HON INDUST Tag For Area 1	1	85.13	85.13
5 HBCSR1530P - Systems Raised Straight Countertops 30Wx15D Edgeband Select Laminate: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash Select Edgeband Color: .SA: Sterling Ash HON INDUST Tag For Area 1	1	94.35	94.35
6 HBCSR1572P - Systems Raised Straight Countertops 72Wx15D Edgeband Select Laminate: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash Select Edgeband Color: .SA: Sterling Ash HON INDUST Tag For Area 1	1	155.67	155.67
7 HCTL241L - Left-hand Cantilever 24"D Select Paint Color: \$(P1): Select P1 Paint .P: Black HON INDUST	1	17.86	17.86

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Description	Quantity	Unit Price	Extended Price
7 Tag For Area 1			
8 HCTL241L - Left-hand Cantilever 24"D Select Paint Color: \$(P1): Select P1 Paint .P: Black HON INDUST Tag For Area 1	1	17.86	17.86
9 HCTL241R - Right-hand Cantilever 24"D Select Paint Color: \$(P1): Select P1 Paint .P: Black HON INDUST Tag For Area 1	1	17.86	17.86
10 HCTL241R - Right-hand Cantilever 24"D Select Paint Color: \$(P1): Select P1 Paint .P: Black HON INDUST Tag For Area 1	1	17.86	17.86
11 HEC50PTN - 50H "T" Connector Post Select Paint Grade: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	1	47.92	47.92
12 HEC65PLN - 65H "L" Connector Post Select Paint Grade: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	4	56.26	225.04
13 HECB42 - Counter Top Bracket for 42.5H Panels Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST	6	21.13	126.78

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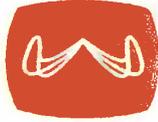
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Description	Quantity	Unit Price	Extended Price
13 Tag For Area 1			
14 HECS1 - Single Connector Strap HON INDUST Tag For Area 1	2	6.25	12.50
15 HECSL - "L" Connector Strap HON INDUST Tag For Area 1	2	6.25	12.50
16 HECSS - Extended Straight Connector Strap "S" HON INDUST Tag For Area 1	1	8.93	8.93
17 HECVH07P - Variable Height Connector Kit 7.5H Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	1	21.13	21.13
18 HECVH22P - Variable Height Connector Kit 22.5H Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	2	26.19	52.38
19 HEFEC42P - Panel Finished End Covers 42.5H Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	3	21.44	64.32
20 HEFEC50P - Panel Finished End Covers 50H Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	2	23.21	46.42
21 HEFEC65P - Panel Finished End Covers 65H Select Paint Color:	1	25.60	25.60

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Description	Quantity	Unit Price	Extended Price
21 \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1			
22 HETC24 - Panel Top Cap 24"W Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	2	15.18	30.36
23 HETC24 - Panel Top Cap 24"W Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	2	15.18	30.36
24 HETC30 - Panel Top Cap 30"W Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	4	18.15	72.60
25 HETC36 - Panel Top Cap 36"W Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	2	23.21	46.42
26 HETC48 - Panel Top Cap 48"W Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	6	26.49	158.94
27 HETC60 - Panel Top Cap 60"W Select Paint Color:	1	33.04	33.04

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Description	Quantity	Unit Price	Extended Price
27 \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1			
28 HETC72 - Panel Top Cap 72"W Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	1	39.88	39.88
29 HETP4224FP - Tackable Panel w/o TC 42.5H x 24W Fabric Selection: \$(A): Gr A Fabric .TP: Tempest 45: Slate Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	2	117.58	235.16
30 HETP4230FP - Tackable Panel w/o TC 42.5H x 30W Fabric Selection: \$(A): Gr A Fabric .TP: Tempest 45: Slate Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	1	123.82	123.82
31 HETP4248FP - Tackable Panel w/o TC42.5H x 48W Fabric Selection: \$(A): Gr A Fabric .TP: Tempest 45: Slate Select Paint Color:	3	147.93	443.79

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Description	Quantity	Unit Price	Extended Price
31 \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1			
32 HETP5048FP - Tackable Panel w/o TC 50H x 48W Fabric Selection: \$(A): Gr A Fabric .TP: Tempest 45: Slate Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	2	168.47	336.94
33 HETP6524FP - Tackable Panel w/o TC 65H x 24W Fabric Selection: \$(A): Gr A Fabric .TP: Tempest 45: Slate Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	2	141.68	283.36
34 HETP6530FP - Tackable Panel w/o TC 65H x 30W Fabric Selection: \$(A): Gr A Fabric .TP: Tempest 45: Slate Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	3	149.42	448.26
35 HETP6536FP - Tackable Panel w/o TC 65H x 36W Fabric Selection:	2	160.44	320.88

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Description	Quantity	Unit Price	Extended Price
35 \$(A): Gr A Fabric .TP: Tempest 45: Slate Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1			
36 HETP6548FP - Tackable Panel w/o TC 65H x 48W Fabric Selection: \$(A): Gr A Fabric .TP: Tempest 45: Slate Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	1	181.86	181.86
37 HETP6560FP - Tackable Panel w/o TC 65H x 60W Fabric Selection: \$(A): Gr A Fabric .TP: Tempest 45: Slate Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	1	193.76	193.76
38 HETP6572FP - Tackable Panel w/o TC 65H x 72W Fabric Selection: \$(A): Gr A Fabric .TP: Tempest 45: Slate Select Paint Color: \$(P1): P1 Paint Opts .P: Black	1	261.04	261.04

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Description	Quantity	Unit Price	Extended Price
38 HON INDUST Tag For Area 1			
39 HEVHF22P - In-Line Variable Height Finishing Kit 22.5H Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	2	26.19	52.38
40 HEWS65P - Wall Starter Kit for Panels 65H Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	1	41.38	41.38
41 HH871024 - Electrical Pass-Thru w/o Power Block 24"3-3 & 2-2 HON INDUST Tag For Area 1	1	47.33	47.33
42 HH871124 - Electrical Pass-Thru Cable 25-1/2W 3-1 & 2-2 Systems HON INDUST Tag For Area 1	1	51.20	51.20
43 HH871130 - Electrical Pass-Thru Cable 30W 3-1 & 2-2 Systems HON INDUST Tag For Area 1	1	51.20	51.20
44 HH871136 - Electrical Pass-Thru Cable 36W 3-1 & 2-2 Systems HON INDUST Tag For Area 1	1	51.20	51.20
45 HH871160 - Electrical Pass-Thru Cable 60W 3-1 & 2-2 Systems HON INDUST Tag For Area 1	1	53.87	53.87
46 HH871172 - Electrical Pass-Thru Cables Panels - w/duplex capacity HON INDUST Tag For Area 1	1	53.87	53.87
47 HH871230 - Electrical Power Harness 30W 3-1 & 2-2 Systems	1	80.66	80.66

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Description	Quantity	Unit Price	Extended Price
47 HON INDUST Tag For Area 1			
48 HH871236 - Electrical Power Harness 36W 3-1 & 2-2 Systems HON INDUST Tag For Area 1	1	80.66	80.66
49 HH871501 - Duplex Receptacle Circuit 1 3-1 & 2-2 Systems Select Duplex Color: .P: Black HON INDUST Tag For Area 1	2	17.26	34.52
50 HH871502 - Duplex Receptacle Circuit 2 3-1 & 2-2 Systems Select Duplex Color: .P: Black HON INDUST Tag For Area 1	1	17.26	17.26
51 HH871503 - Duplex Receptacle Circuit 3 3-1 System Only Select Duplex Color: .P: Black HON INDUST Tag For Area 1	1	17.26	17.26
52 HH871504 - Duplex Receptacle Circuit 4 3-1 & 2-2 Systems Select Duplex Color: .P: Black HON INDUST Tag For Area 1	4	17.26	69.04
53 HH879072 - Base In-Feed Cable Base 3-1 & 2-2 Systems HON INDUST Tag For Area 1	3	90.19	270.57
54 HHN831130 - Flat Bracket 30D Select Color Option: .S: Charcoal HON INDUST Tag For Area 1	1	25.31	25.31
55 HIWMM - Ignition 2 Task Mid-back, ilira back Control Type: .Y1: Syncho-Tilt W Seat Slider	4	327.67	1,310.68

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Description	Quantity	Unit Price	Extended Price
55 Select Arm Type: .A: Height and Width Adj. Arm Select Caster/Glide Option: .H: Hard Caster Select Mesh Color: .IM: 4-Way Black Select Upholstery: \$(1): Gr 1 UPH .ENS: Ensemble 36: Greige Select Lumbar: .BL: Black Adjustable Lumbar Select Base: .SB: Standard Base Select Frame Color: .T: Black HON INDUST Tag For Area 1			
56 HSLZ5SC54 - 42"W External Stiffener Select Color Option: .P: Black HON INDUST Tag For Area 1	1	50.24	50.24
57 HSLZ5SC72 - 60"W External Stiffener Select Color Option: .P: Black HON INDUST Tag For Area 1	1	59.19	59.19
58 HPD2PNBRK2L - Bracket Left Select Paint Grade: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	1	44.05	44.05
59 HPD2PNBRK2R - Bracket Right Select Paint Grade:	1	44.05	44.05

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Description	Quantity	Unit Price	Extended Price
59 \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1			
60 HRVCLG30 - Abound 29"H x 30"D Abound Universal Support Leg Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	1	82.74	82.74
61 HRVEP3029L - Abound 29"H x 30"D Left End Panel Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	3	93.16	279.48
62 HRVEP3029R - Abound 29"H x 30"D Right End Panel Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	3	93.16	279.48
63 HRVOH36FM - Abound Overhead-Metal Flipper Door 36" Select Paint Color: \$(P1): P1 Paint Opts .P: Black Select Lock Option: .L: Lock HON INDUST Tag For Area 1	1	226.51	226.51
64 HRVOH60FM - Abound Overhead-Metal Flipper Door 60" Select Paint Color: \$(P1): P1 Paint Opts .P: Black Select Lock Option: .L: Lock	2	327.12	654.24

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Description	Quantity	Unit Price	Extended Price
64 HON INDUST Tag For Area 1			
65 HRVOH72FM - Abound Overhead-Metal Flipper Door 72" Select Paint Color: \$(P1): P1 Paint Opts .P: Black Select Lock Option: .L: Lock HON INDUST Tag For Area 1	1	374.74	374.74
66 HSKCTPS - Straight Connector Kit Select Paint Color: .X: No Option HON INDUST Tag For Area 1	1	8.33	8.33
67 HSKCTPS - Straight Connector Kit Select Paint Color: .X: No Option HON INDUST Tag For Area 1	6	8.33	49.98
68 HWR3042P - Systems Rectangular Worksurface Edgeband 30D x 42W Select Laminate: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash Select Edgeband Color: .SA: Sterling Ash Select Grommet Color: .P: Black HON INDUST Tag For Area 1	1	158.05	158.05
69 HWR3048P - Systems Rectangular Worksurface Edgeband 30D x 48W Select Laminate: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash Select Edgeband Color:	6	167.28	1,003.68

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Description	Quantity	Unit Price	Extended Price
69 .SA: Sterling Ash Select Grommet Color: .P: Black HON INDUST Tag For Area 1			
70 HWR3060P - Systems Rectangular Worksurface Edgeband 30D x 60W Select Laminate: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash Select Edgeband Color: .SA: Sterling Ash Select Grommet Color: .P: Black HON INDUST Tag For Area 1	2	198.82	397.64
71 HWR3072P - Systems Rectangular Worksurface Edgeband 30D x 72W Select Laminate: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash Select Edgeband Color: .SA: Sterling Ash Select Grommet Color: .P: Black HON INDUST Tag For Area 1	3	226.51	679.53
72 HWSB2 - Worksurface Bracket Kit Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 1	4	18.46	73.84
73 HWSB2 - Worksurface Bracket Kit Select Paint Color: \$(P1): P1 Paint Opts .P: Black	1	18.46	18.46

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Description	Quantity	Unit Price	Extended Price
73 HON INDUST Tag For Area 1			
74 H1522 - Wood Center Drawer 22W x 15-3/8D Select Laminate: \$(L1STD): Grd L1 Standard Laminates .P: Black HON INDUST Tag For Area 2	2	98.13	196.26
75 H19723A - Flagship Pedestal "A" Pull Freestanding B/B/F Lock/Omt Opts: .L: Standard Random Key Lock Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2	1	290.21	290.21
76 H19730A - Flagship Pedestal "A" Pull Freestanding B/B/F Lock/Omt Opts: .L: Standard Random Key Lock Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2	3	312.24	936.72
77 H19817A - File/file 28"Hx16 7/8"Dx14 15/16"W Lock/Omt Opts: .L: Standard Random Key Lock Select Paint: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2	1	270.26	270.26
78 H19830A - Flagship Series Pedestal "A" Pull Freestanding F/F Lock/Omt Opts: .L: Standard Random Key Lock Select Paint Color:	2	312.24	624.48

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Description	Quantity	Unit Price	Extended Price
78 \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2			
79 H9170A - Flagship 30W 2-Drw "A" Pull Lateral 30W 28H 18D Lock/Omt Opts: .L: Standard Random Key Lock Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2	1	454.65	454.65
80 HCTL241L - Left-hand Cantilever 24"D Select Paint Color: \$(P1): Select P1 Paint .P: Black HON INDUST Tag For Area 2	1	17.86	17.86
81 HCTL241R - Right-hand Cantilever 24"D Select Paint Color: \$(P1): Select P1 Paint .P: Black HON INDUST Tag For Area 2	2	17.86	35.72
82 HCTL242 - 24D Cantilever One Pair Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2	2	32.74	65.48
83 HEC42PLN - 42.5H "L" Connector Post Select Paint Grade: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2	5	44.05	220.25

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Description	Quantity	Unit Price	Extended Price
84 HEC42PTN - 42.5H "T" Connector Post Select Paint Grade: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2	2	41.38	82.76
85 HECSL - "L" Connector Strap HON INDUST Tag For Area 2	5	6.25	31.25
86 HECST - "T" Connector Strap HON INDUST Tag For Area 2	2	8.93	17.86
87 HEFEC42P - Panel Finished End Covers 42.5H Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2	6	21.44	128.64
88 HETC30 - Panel Top Cap 30"W Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2	9	18.15	163.35
89 HETC48 - Panel Top Cap 48"W Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2	5	26.49	132.45
90 HETC60 - Panel Top Cap 60"W Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2	2	33.04	66.08

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Description	Quantity	Unit Price	Extended Price
91 HETP4230FP - Tackable Panel w/o TC 42.5H x 30W Fabric Selection: \$(A): Gr A Fabric .TP: Tempest 45: Slate Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2	9	123.82	1,114.38
92 HETP4248FP - Tackable Panel w/o TC42.5H x 48W Fabric Selection: \$(A): Gr A Fabric .TP: Tempest 45: Slate Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2	5	147.93	739.65
93 HETP4260FP - Tackable Panel w/o TC 42.5H x 60W Fabric Selection: \$(A): Gr A Fabric .TP: Tempest 45: Slate Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2	2	164.31	328.62
94 HH871148 - Electrical Pass-Thru Cable 48W 3-1 & 2-2 Systems HON INDUST Tag For Area 2	2	53.87	107.74
95 HH871230 - Electrical Power Harness 30W 3-1 & 2-2 Systems HON INDUST	2	80.66	161.32

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Description	Quantity	Unit Price	Extended Price
95 Tag For Area 2			
96 HH871248 - Electrical Power Harness 48W 3-1 & 2-2 Systems HON INDUST Tag For Area 2	2	85.13	170.26
97 HH871501 - Duplex Receptacle Circuit 1 3-1 & 2-2 Systems Select Duplex Color: .P: Black HON INDUST Tag For Area 2	1	17.26	17.26
98 HH871502 - Duplex Receptacle Circuit 2 3-1 & 2-2 Systems Select Duplex Color: .P: Black HON INDUST Tag For Area 2	1	17.26	17.26
99 HH871503 - Duplex Receptacle Circuit 3 3-1 System Only Select Duplex Color: .P: Black HON INDUST Tag For Area 2	1	17.26	17.26
100 HH871504 - Duplex Receptacle Circuit 4 3-1 & 2-2 Systems Select Duplex Color: .P: Black HON INDUST Tag For Area 2	3	17.26	51.78
101 HH879072 - Base In-Feed Cable Base 3-1 & 2-2 Systems HON INDUST Tag For Area 2	2	90.19	180.38
102 HIWMM - Ignition 2 Task Mid-back, ilira back Control Type: .Y1: Syncho-Tilt W Seat Slider Select Arm Type: .A: Height and Width Adj. Arm Select Caster/Glide Option: .H: Hard Caster Select Mesh Color:	5	327.67	1,638.35

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Description	Quantity	Unit Price	Extended Price
102 .IM: 4-Way Black Select Upholstery: \$(1): Gr 1 UPH .ENSB: Ensemble 36: Greige Select Lumbar: .BL: Black Adjustable Lumbar Select Base: .SB: Standard Base Select Frame Color: .T: Black HON INDUST Tag For Area 2			
103 HRVCLG24 - Abound 29"H x 24"D Abound Universal Support Leg Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2	1	75.91	75.91
104 HRVOH30FM - Abound Overhead-Metal Flipper Door 30" Select Paint Color: \$(P1): P1 Paint Opts .P: Black Select Lock Option: .L: Lock HON INDUST Tag For Area 2	1	216.39	216.39
105 HRVOH48FM - Abound Overhead-Metal Flipper Door 48" Select Paint Color: \$(P1): P1 Paint Opts .P: Black Select Lock Option: .L: Lock HON INDUST Tag For Area 2	2	248.54	497.08

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY _____ TITLE _____ DATE _____



workspace

309 Locust St.
Des Moines, IA 50309
(T) 515-288-7090 (F) 515-288-0250
www.workspaceinc.net

Quotation 73020
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Description	Quantity	Unit Price	Extended Price
106 HSKTPTS - Straight Connector Kit Select Paint Color: .X: No Option HON INDUST Tag For Area 2	5	8.33	41.65
107 HSDEP2429F - 24"D End-Panel Supports: Freestanding Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2	3	76.79	230.37
108 HSDEP3029F - 30"D End-Panel Supports: Freestanding Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2	2	84.84	169.68
109 HSDMP424 - Half Hgt 14Hx42W Mod Pnl Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2	1	77.09	77.09
110 HSDMP604 - Half Hgt 14Hx60W Mod Pnl Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2	1	80.96	80.96
111 HSDMP724 - Half Hgt 14Hx72W Mod Pnl Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2	1	84.24	84.24
112 HSDRK29 - 29.5"H Return Kit	1	40.19	40.19

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Quotation 73020
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Description	Quantity	Unit Price	Extended Price
112 Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2			
113 HTWTH - Acc Hrztl Wall Track for OH Storage-60"W Select Paint Finish: .P: Black HON INDUST Tag For Area 2	3	33.34	100.02
114 HWR2436P - Systems Rectangular Worksurface Edgeband 24D x 36W Select Laminate: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash Select Edgeband Color: .SA: Sterling Ash Select Grommet Color: .P: Black HON INDUST Tag For Area 2	1	132.75	132.75
115 HWR2472P - Systems Rectangular Worksurface Edgeband 24D x 72W Select Laminate: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash Select Edgeband Color: .SA: Sterling Ash Select Grommet Color: .P: Black HON INDUST Tag For Area 2	1	202.11	202.11
116 HWR3048P - Systems Rectangular Worksurface Edgeband 30D x 48W Select Laminate: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash Select Edgeband Color:	7	167.28	1,170.96

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Quotation 73020
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Description	Quantity	Unit Price	Extended Price
116 .SA: Sterling Ash Select Grommet Color: .P: Black HON INDUST Tag For Area 2			
117 HWR3060P - Systems Rectangular Worksurface Edgeband 30D x 60W Select Laminate: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash Select Edgeband Color: .SA: Sterling Ash Select Grommet Color: .P: Black HON INDUST Tag For Area 2	3	198.82	596.46
118 HWSB2 - Worksurface Bracket Kit Select Paint Color: \$(P1): P1 Paint Opts .P: Black HON INDUST Tag For Area 2	9	18.46	166.14
119 H10505 - 10500 Series Multi File Ped 36"W x 20"D x 28"H Select Laminate: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash HON INDUST Tag For Private Office	1	600.47	600.47
120 H105209E - Pennisula w/ End Panel 72"W x 30"D x 29 1/2"H Select Laminate: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash LSA1: Sterling Ash Select Paint: ~: Undecided PAINT Option HON INDUST	1	401.09	401.09

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Quotation 73020
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Description	Quantity	Unit Price	Extended Price
120 Tag For Private Office			
121 H10528 - 10500 Series Modesty Panel for Peninsulas Select Laminate: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash HON INDUST Tag For Private Office	1	92.68	92.68
122 H105381 - 10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D Select Top Laminate Color: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash LSA1: Sterling Ash HON INDUST Tag For Private Office	2	359.81	719.62
123 H10560 - 10500 Series Bridge 42W x 24D x 29-1/2H Select Laminate: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash LSA1: Sterling Ash HON INDUST Tag For Private Office	1	168.61	168.61
124 H10592 - 10500 Series Desk Shell 72W x 30D x 29-1/2H Select Top Laminate Color: \$(L1STD): Grd L1 Standard Laminates .LSA1: Sterling Ash LSA1: Sterling Ash HON INDUST Tag For Private Office	1	367.60	367.60
125 HIWMM - Ignition 2 Task Mid-back, ilira back Control Type: .Y1: Syncho-Tilt W Seat Slider Select Arm Type: .A: Height and Width Adj. Arm Select Caster/Glide Option: .H: Hard Caster	1	327.67	327.67

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Quotation 73020
Page 25 / 26 (cont'd)

Description	Quantity	Unit Price	Extended Price
125 Select Mesh Color: .IM: 4-Way Black Select Upholstery: \$(1): Gr 1 UPH .ENS: Ensemble 36: Greige Select Lumbar: .BL: Black Adjustable Lumbar Select Base: .SB: Standard Base Select Frame Color: .T: Black HON INDUST Tag For Private Office			
126 HL72TW - Tackboard for 72" W Wallmount Tackboard Fabric Selection: \$(A): Grd A Fabric .TP: Tempest 45: Slate HON INDUST Tag For Private Office	1	194.71	194.71

Quotation Totals			
Sub Total			29,619.31
WORKSPACE Design			960.00
WORKSPACE Installation			5,975.00
Grand Total			36,554.31

End of Quotation

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

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Quotation 73020
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TERMS AND CONDITIONS OF SALE

- 1. ORDERS:** It is understood and agreed that an order cannot be cancelled except by mutual consent, subject to Manufacturer's approval. If a percentage cancellation charge is made by Manufacturer, the percentage will be applied to the contract cost of the items cancelled and will be invoiced to the Customer/Purchaser. If Manufacturer is unable to accommodate the request for cancellation, the sale will be final.
- 2. CHANGE ORDERS:** Request to change the scope of the project after product has been ordered or the labor quote has been approved by purchaser may result in additional change order fees.
- 3. RETURNS:** Merchandise is not returnable unless it has been authorized by the Manufacturer with the Purchaser bearing all costs including freight, pickup, delivery, Manufacturer restocking fees, plus 15% of purchase cost to offset overhead expenses by Seller.
- 4. PRICE:** All prices quoted are firm for 30 days from the date of this proposal, unless otherwise specifically noted.
- 5. TAX:** Proposals and orders are subject to applicable sales tax.
- 6. TERMS:** Net 30 days.
- 7. DELIVERY:** In the event that delivery/installation is provided as part of the sale, the following provisions shall apply.
 - A. Job Site: The job site shall be clear and free of debris prior to installation. Site preparation performed by Seller's employees, including but not limited to, clearing debris or moving of Purchaser's furniture, shall be charged to the Purchaser at Seller's normal hourly rate.
 - B. Job Site Services: Electric current, heat, hoisting and/or elevator service will be furnished without charge to Seller. Adequate facilities for offloading, staging, moving, and handling of goods shall be provided by Purchaser.
 - C. Delivery Hours: The sale price is based on the installation being made during the normal eight-hour, five-day work week, Monday through Friday. If delivery/installation is required at a time other than these, Purchaser agrees to pay Seller at the applicable overtime rate.
 - D. Risk of Loss: Upon delivery of goods by Seller to Purchaser's requested location, all risk of loss or damage shall pass to Purchaser, including, but not limited to any loss or damage by weather, other trades such as painting, plastering, wall covering, drapes, curtains, window coverings, blinds and window treatments; telephone installation, fire or other elements; and Purchaser agrees to hold Seller harmless from loss for such reasons.
 - E. Any changes to delivery/installation location or timing due to job site readiness may include additional labor charges due to redelivery or double handling of products. These charges will be calculated using Seller's normal labor rate.
 - F. Partial deliveries can be made at the Purchaser's request for an additional charge. Unplanned partial deliveries may result in additional overtime charges.
- 8. DELIVERY/ INSTALLATION DELAYS:**
 - A. If premises of Purchaser are not ready for installation/delivery, the Purchaser agrees to pay for ninety percent (90%) of the value of the delivered goods in storage and ready for installation/delivery, within 10 days of receipt of goods by Seller.
 - B. STORAGE: if premises are not ready for installation/delivery within 21 days after receipt of goods by Seller, the Purchaser agrees to pay a monthly storage and handling fee to Seller. Seller can only store up to 1 truckload of product.
 - C. If product cannot be installed as originally scheduled due to site readiness, purchaser assumes responsibility of any concealed damages that are revealed after 15 days of shipment receipt.
- 9. SHIPMENTS:** Seller continually expedites orders and will attempt to obtain the commitment of the manufacturer to meet the delivery schedule requirements, but cannot be held responsible for delayed deliveries. Orders, once entered, cannot be cancelled due to delayed delivery unless manufacturers will accept cancellation from Seller. Changes in delivery address may incur additional fees.
- 10. DEPOSITS:** A 50% deposit is required to place an order. All deposits on goods purchased shall be retained by Seller until shipment, delivery and installation of entire order are complete. Deposit amounts will be deducted from the final invoice. No proration of deposit will be made on partial delivery or installation.
- 11. ACCEPTANCE:** All goods shall be considered accepted after the Purchaser or his agent has signed the delivery copy of the "delivery receipt". All claims or exceptions must be made in writing on this copy. If Purchaser is dissatisfied at the time of delivery/installation, it should be noted on the "delivery receipt" or "punch list". Buyer may delay payment of up to 10% of the invoice, without penalty, until all Punch List items are corrected. However, it is expressly understood that the remaining 90% of the invoice is due and payable under the normal credit/payment terms extended by Seller, regardless of the presence or extent of Punch List items.
- 12. LIMITED LIABILITY:** the goods and services incidental to their sale described in this proposal are sold subject only to such warranties as are made by manufacturers of the goods. Seller will cooperate with Purchaser in obtaining adjustments from manufacturers for a breach of any such manufacturer's warranty. However, Seller neither guarantees nor warrants that the manufacturer will comply with the terms of its warranty; and Seller does not adopt, guarantee or warranty that the manufacturer will comply with its obligations. Seller shall not be liable for defects in, or loss to the goods sold, or caused by the goods sold. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SELLER SHALL NOT BE LIABLE FOR ANY ACTUAL, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO PURCHASER OR TO ANY THIRD PARTY AS A CONSEQUENCE OF THE ALLEGED BREACH OF ANY SUCH WARRANTY. Purchaser agrees to indemnify and hold harmless Seller and its agents and employees of and from any claims for damage of loss due to damage or injury caused by the goods after delivery to Purchaser.
- 13. LIEN AND SECURITY INTEREST:** Seller shall have and retain a lien on and security interests in all goods until all goods described in this purchase order have been paid for in full. Upon nonpayment within specified terms, Seller shall have the right, at its election, to recover possession of such goods; and in that event, Purchaser authorizes Seller to promptly enter upon its premises and to repossess and remove such goods at the expense of the Purchaser.
- 14. COSTS AND ATTORNEY FEES:** In the event the Purchaser should fail to comply with any of the terms, conditions, or provisions hereof, and should it become necessary for Seller to incur costs or engage the services of others, Purchaser agrees to pay all costs and expenses incurred by Seller, including costs and reasonable attorneys' fees, whether out of court, at trial or appellate levels, or in bankruptcy/insolvency proceedings, or otherwise.
- 15. TRADE/MANUFACTURE STANDARDS:** The goods shall be subject to reasonable variation from standard in color, quality, finish and variations allowed by the trade customs of the industry.
- 16. LACK OF CONTROL:** Seller shall not be liable for any damages arising out of failure, delay or interruption in the performance of this proposal/order caused by strike, flood, wind, war, civil disturbance, fire, act of God, shortage of labor or materials, or any other matter beyond its direct and sole control.
- 17. ADDITIONAL TERMS:** Purchaser hereby authorizes Seller to inquire into and make investigation of the credit and credit history of the Customer and its principals in connection with any orders of the Customer. Purchaser acknowledges that this proposal/order and performance hereunder, shall be deemed severable. Purchaser shall be liable for any part of the goods described in the proposal/order and any invoice submitted hereunder. Purchaser shall pay the monies due hereunder and all invoices submitted hereunder in accordance with their terms, and shall not be entitled to any set-off or to withhold any payment or portion thereof. All invoices not paid in accordance with the terms hereof shall accrue interest at the rate of 1.5 per month (18% per annum). All payments on past due invoices shall be first applied to accrued interest and then to open invoice amounts.
- 18. PAYMENT OPTIONS:** Seller reserves the right to charge a credit card fee if that payment method is chosen. This fee will be added to the total of the transaction and will be equal to the cost of processing the selected credit card.

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY _____ TITLE _____ DATE _____

**GOVERNOR'S TRAFFIC SAFETY BUREAU
IOWA DEPARTMENT OF PUBLIC SAFETY**

CONTRACT NUMBER: State and Community Highway Safety Grant
PAP 402-PT-2024, Task 05-40-45
PAP 402-AL-2024, Task 02-40-45

PROJECT TITLE: Jasper Co SO-HVE OT

ISSUING AGENCY: DPS/Governor's Traffic Safety Bureau

PROJECT SUBRECIPIENT: Jasper County Sheriff's Office

PROJECT BUDGET: Highway Safety Funded Amount: \$9,900.00

AGENCY/LAW/SOURCE: National Highway Traffic Safety Administration (NHTSA)
Public Law 117-58, Section 402

Submit Reimbursement Claims To:

Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, Iowa 50319-0248

Issue Payment To:

Jasper County Sheriffs
2300 Law Center Drive
Newton, Iowa 50208

Submit Reports To:

Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, Iowa 50319-0248
515-725-6121, FAX 515-725-6133

Transmit Contract Information To:

Lieutenant Michael Gunsaulus
Jasper County Sheriff's Office
2300 Law Center Drive
Newton, Iowa 50208
641-792-5912, FAX 641-792-4202

The Subrecipient agrees to furnish and deliver all products and perform all services set forth in the attached Special Conditions for the consideration stated herein. The rights and obligations of the parties to this contract will be subject to and governed by the Special Conditions and the General Conditions. To the extent that any specifications or other conditions which are made a part of this contract by reference or otherwise conflict, the Special Conditions and the General Conditions will control. To the extent that any inconsistency between the Special Conditions and the General Conditions exists, the Special Conditions will control. When approved, the instrument becomes a contract to accomplish the provisions contained within the Fiscal Year 2024 Highway Safety Plan, State and Community Highway Safety Grant 402-PT-2024, Task 05-40-45 and 402-AL-2024, Task 02-40-45, and thereby constitutes an official program with the Governor's Traffic Safety Bureau. This activity meets the requirements of Public Law 117-58 and the requirements set forth in the Governor's Traffic Safety Bureau Procedures Manual, as amended.

IN WITNESS THEREOF, the parties hereto have executed this contract on the day and year last specified below.

SUBRECIPIENT:

By _____ Date: _____

ISSUING AGENCY:

By  _____ Date: 09/01/2023

Brett A. Tjepkes, Bureau Chief

Effective Date: 10/01/23 Expiration Date: 09/30/24

GENERAL FEDERAL AWARD INFORMATION PER § 200.210

1) Recipient:	Jasper County Sheriff's Office
2) UEI:	PYELZUMFUSR3
3) FAIN:	69A37522300004020IA0
4) Federal Award Date	12/15/2021
5) Period of Performance:	10/1/23-9/30/24
6) Federal Funds:	9,900.00
7) Total Funds Obligated:	9,900.00
8) Total Amount of Federal Award:	9,900.00
9) Approved Budget:	Refer to the signed agreement/award
10) Recipient Match Requirement:	None
11) State Match Requirement:	Iowa State Patrol
12) Description:	High Visibility Enforcement OT (Gen/AIC)
13) Federal Awarding Agency:	National Highway Traffic Safety Administration
14) CFDA:	20.600 - State & Community Highway Safety Grants
15) Research and Development Funds:	No
16) Indirect Cost Rate:	Not applicable

SPECIAL CONDITIONS

Article 1.0 Identification of Parties. This Contract is entered into by and between the Iowa Department of Public Safety/Governor's Traffic Safety Bureau (hereafter referred to as DPS/GTSB) and the Jasper County Sheriff's Office (hereinafter referred to as Subrecipient).

Article 2.0. Statement of Purpose.

WHEREAS, the Highway Safety Plan is the tool for developing and improving overall safety capabilities; improving the program management and decision-making capabilities of safety officials; addressing special problems or opportunities; and providing a coordination mechanism for the purpose of reducing traffic-related property damage, personal injury and fatal crashes, and

WHEREAS, the DPS/GTSB has been designated to administer the State and Community Highway Safety Programs established under Section 402 of the Infrastructure Investment and Jobs Act, as amended, and

WHEREAS, the Subrecipient has the necessary ability to develop and carry out a portion of that Highway Safety Plan,

THEREFORE, the parties hereto do agree as follows:

Article 3.0 Area Covered. The Subrecipient will perform all the work and services required under this Contract in connection with and respecting the following areas:

County of Jasper, Iowa and other jurisdiction(s) authorized by a shared enforcement agreement.

Article 4.0 Reports and Products. The Subrecipient will submit the following reports and products:

- 4.1 A Claim for Reimbursement form, documentation and, if applicable, an Equipment Accountability Report form for reimbursement within 90 days of the expense being paid by the Subrecipient with the exception of the final claim which is due into the DPS/GTSB office no later than November 15, 2024.

- 4.2 A cumulative final report due November 1, 2024 covering accomplishments and deficiencies of the Statement of Work and Services.
- 4.3 Any reports and products deemed prudent by the Issuing Agency or Subrecipient.
- 4.4 A copy of all audit reports within 30 days of completion of said audit.
- 4.5 Monthly activity reports due the 15th of the following month on forms provided by the DPS/GTSB that quantify project activities.

Article 5.0 Designation of Officials.

- 5.1 DPS/GTSB - The Governor's Representative for Highway Safety and the Director of the Governor's Traffic Safety Bureau are the only persons authorized to execute and approve any changes in terms, conditions, or amounts specified in this Contract.
- 5.2 Contract Designee, Sheriff John Halferty, is designated to approve in writing, on behalf of the Subrecipient, the Claim for Reimbursement and any negotiated changes in this Contract.

Article 6.0 Key Personnel. The Subrecipient hereby assigns the duties and responsibilities of project administration to Lieutenant Michael Gunsaulus, representing the Subrecipient in this agreement.

Article 7.0 Time of Performance. The services of the Subrecipient will commence on or after the effective date stipulated on the signature page and will be completed before or by the expiration date.

Article 8.0 Modification of General Conditions. None.

Article 9.0 Additional Special Conditions.

- 9.1 Expense Documentation. The Subrecipient will document the expenditure of such funds authorized as eligible for reimbursement in accordance with the conditions of this Contract upon submission of the Claim and, for equipment, the Equipment Accountability Report as supplied by the DPS/GTSB.
- 9.2 Policies and Procedures. The Subrecipient will comply with all policies and procedures contained in the Iowa DPS/GTSB Policies and Procedures Manual, as amended, including appropriate attachments provided by the DPS/GTSB in accordance with Section 402 of the Infrastructure Investment and Jobs Act, and the Iowa Administrative Code, Section 661, Chapter 20.
- 9.3 Copyrights. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright of any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
 - b. Any rights of copyright to which a grantee, sub grantee or a subrecipient purchases ownership with grant support.
- 9.4 Debarred, Suspended and Ineligible Status. The Subrecipient certifies that the Subrecipient and/or any of its contractors have not been debarred, suspended or declared ineligible by any agency of the State of Iowa or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. The Subrecipient will immediately notify the DPS/GTSB if the Subrecipient is debarred by the State or

placed on the Consolidated List of Debarred, Suspended and Ineligible Subrecipients by a federal entity.

a. *Instructions for Primary Certification*

- 1) By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- 4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR parts 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- 7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.
- b. *Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions*
- 1) The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
 - 2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.
- c. *Instructions for Lower Tier Certification*
- 1) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
 - 2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - 3) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - 4) The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as

used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- 5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
 - 6) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
 - 7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
 - 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - 9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.
- d. *Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions*
- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
 - 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

9.5 Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes in accordance with 23 CFR 1300.31.

- a. *Title.* Except as provided in paragraphs (e) and (f) of this section, title to equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 will vest

upon acquisition in the State or its subrecipient, as appropriate, subject to the conditions in paragraphs (b) through (d) of this section.

- b. *Use.* All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the Regional Administrator, and neither the State nor any of its subrecipients or contractors shall encumber the title or interest while such need exists.
- c. *Management and disposition.* Subject to the requirements of paragraphs (b), (d), (e), and (f) of this section, States and their subrecipients and contractors shall manage and dispose of equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 in accordance with State laws and procedures.
- d. *Purchases and dispositions.* Subrecipients shall receive prior written approval for all in-car camera purchases and any equipment purchases over \$4,000 from GTSB by submitting a quote from the vendor for the equipment to verify the acquisition price. GTSB will determine if further approval is required from NHTSA based on the acquisition price on the quote. Claims for equipment submitted by the Subrecipient must match the quote exactly which was approved by GTSB. GTSB considers equipment purchased using federal funds to have a useful life expectancy of at least a 5 years minimum unless documentation is provided to the contrary.
 - 1) Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more shall be subject to the following requirements:
 - i. Purchases shall receive prior written approval from GTSB and NHTSA. Failure to secure prior approval will result in the Subrecipient being responsible for the cost of the equipment purchase; retroactive approval from NHTSA is not an option.
 - ii. Dispositions shall receive prior written approval from NHTSA unless the equipment has exceeded its useful life as determined by GTSB policy.
 - 2) Equipment with a useful life of more than one year and an acquisition cost of less than \$5,000 shall be subject to the following requirements:
 - i. Dispositions shall be reported to GTSB.
 - ii. Equipment destroyed during its useful life shall be replaced by the department. The department will notify GTSB of the date the equipment was rendered unusable and the replacement information to include: manufacturer, date equipment was received, serial number and a photo with serial number.
- e. *Right to transfer title.* The Regional Administrator may reserve the right to transfer title to equipment acquired under this part to the Federal Government or to a third party when such third party is eligible under Federal statute. Any such transfer shall be subject to the following requirements:
 - 1) The equipment shall be identified in the grant or otherwise made known to the State in writing;
 - 2) The Regional Administrator shall issue disposition instructions within 120 calendar days after the equipment is determined to be no longer needed for highway safety purposes, in the absence of which the State shall follow the applicable procedures in 2 CFR parts 200 and 1300.
- f. *Federally-owned equipment.* In the event a State or its subrecipient is provided federally-owned equipment:
 - 1) Title shall remain vested in the Federal Government;
 - 2) Management shall be in accordance with Federal rules and procedures, and an annual inventory listing shall be submitted by the State;
 - 3) The State or its subrecipient shall request disposition instructions from the Regional Administrator when the item is no longer needed for highway safety purposes.

- 4) DPS/GTSB does not allow equipment purchased using federal funds to be sold without written prior approval from GTSB.

9.6 Nondiscrimination. The Subrecipient will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subrecipient:

- a. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- b. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;

- c. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- d. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- e. Insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the Subrecipient/funding recipient agrees:

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a Subrecipient/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient/funding recipient under the contract/agreement until the Subrecipient/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program

9.7 Buy America Act. The Subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires Subrecipients to purchase only steel, iron and manufactured products produced in the United States with Federal Funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

9.8 Political Activity (Hatch Act). The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9.9 State Lobbying Restrictions. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

9.10 Federal Lobbying Restrictions. The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

9.11 Prohibition on Using Grant Funds to Check for Helmet Usage. The Subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

9.12 Contract Amendments. Contract amendments must occur if there is a change in budget within the same funding source, to change the required scope of work, a change in an equipment purchase including quantity or addressing an unplanned occurrence. A letter must be submitted by the Contract Designee to GTSB for approval. Once GTSB has issued an approval for the change, the Subrecipient may proceed with the amended activity. No change in a contractual agreement will be accepted within 60 days of the close of the contract.

Article 10.0 Conditions of Payment.

10.1 Maximum Payments. It is expressly understood and agreed the maximum amount to be paid to the Subrecipient by the DPS/GTSB for any item of work or service

will be the amount specified under Article 12.0 subject to Article 11.0 herein. It is further understood and agreed the total of all payments to the Subrecipient by the DPS/GTSB for all work and services required under this Contract will not exceed \$9,900.00 unless modified by written amendment of this Contract as provided in Section 1.0 of the General Conditions.

- 10.2 Claim for Reimbursement. All payments to the Subrecipient will be subject to the DPS/GTSB's receipt of a Claim and documentation. A Claim will be submitted on a form provided by the DPS/GTSB. Expenses will need to be paid prior to submitting the claim for reimbursement. If claiming equipment, an Equipment Accountability Report must also be submitted. The Subrecipient must perform services (as defined in sections 11.7 and 11.8 of this contract) between the effective dates of the contract to qualify for reimbursement. The Subrecipient shall receive goods no later than July 31 as stated in section 11.9 of this contract to qualify for reimbursement, unless prior approval is granted. No payments will be made if required reports are more than two months past due unless approved by the DPS/GTSB Director. GTSB reserves the right to deny payment when there has not been performance of any activities defined in the Statement of Work and Services.
- 10.3 Receipt of Federal Funds.
 - a. All payments hereunder will be subject to the receipt of federal funds by the DPS/GTSB. The termination, reduction, or delay of federal funds to the DPS/GTSB may be reflected by a corresponding modification to the conditions of this Contract.
 - b. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through failure of the State of Iowa to appropriate funds, discontinuance or material alteration of the program for which funds were provided, the DPS/GTSB will have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Contract will become null and void on the last day of the fiscal year for which appropriations were received, except that if an appropriation to cover cost of this Contract becomes available within sixty (60) days subsequent to termination under this clause, the DPS/GTSB agrees to re-enter a Contract with the terminated Subrecipient under the same provisions, terms and conditions as the original Contract.
 - c. In the event of termination of this Contract due to non-appropriation, the exclusive, sole and complete remedy of Subrecipient will be payment for services rendered prior to termination.
- 10.4 Non-Performance Termination. If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the agreements or stipulations of this contract, the DPS/GTSB shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The DPS/GTSB shall be the sole arbitrator of whether the Subrecipient or its contractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient or its contractor under the provisions of this contract. The Subrecipient and the DPS/GTSB further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

- 10.5 The Subrecipient will arrange for a single audit to be performed in accordance with 2 CFR 200 when, as a non-federal entity, the Subrecipient receives \$750,000.00 or more in federal funds. The federal agency, National Highway Traffic Safety Administration, Department of Transportation, passes funds through the Department of Public Safety, Governor's Traffic Safety Bureau. The Catalog of Federal Domestic Assistance (CFDA) number 20.600 applies to State & Community Highway Safety Grants. A copy of the audit report will be submitted to the DPS/GTSB within thirty (30) days after the completion of the audit.

Article 11.0 Statement of Work and Services. The Subrecipient will perform in a satisfactory and proper manner, as determined by the DPS/GTSB the following work and services:

- 11.1 The Contract will be monitored by the National Highway Traffic Safety Administration (NHTSA) and the DPS/GTSB. All records and documents pertaining to the project are subject to auditing and evaluation by those agencies or their designees.
- 11.2 The Subrecipient will absorb all costs not contained in this contract.
- 11.3 The project will be evaluated on all items contained in the Statement of Work and Services and the Budget.
- 11.4 There will be no change in the Statement of Work and Services or Budget without prior written approval of the DPS/GTSB.
- 11.5 The Subrecipient will comply with all requirements contained within the Policies and Procedures Manual of the DPS/GTSB.
- 11.6 All documents relative to fiscal claims will be maintained in the Subrecipient's office and will be available for review during regular office hours.
- 11.7 Staffing plan:
- a. Deputies to conduct 52 hours of directed overtime for general enforcement with documented enforcement action(s) issued to violator(s).
 - b. Deputies to conduct 62 hours of directed overtime for impaired enforcement with documented enforcement action(s) issued to violator(s).
- 11.8 Contract activities:
- a. Conduct 52 overtime hours of planned general (402-PT funded) high visibility traffic enforcement with an effort directed at occupant restraint, impaired driving and excessive speed violations during times and at locations identified as high-risk.
 - b. Conduct 62 overtime hours of planned impaired driving (402-AL funded) high visibility enforcement directed at impaired driving during times and at locations that have been identified by your agency, the Iowa DOT or the DPS/GTSB to have a high occurrence for impaired driving.
 - c. Conduct or participate in at least two targeted traffic enforcement projects, one of which will be conducted at night and one a multi-jurisdictional project.
 - d. Conduct at least twelve public information/education activities aimed at improving driver safety behaviors.

- e. Conduct two observational occupant protection surveys; one in May and one in September.
- f. Purchase two NHTSA-approved moving radars and utilize for speed enforcement.
- g. Purchase one DPS-approved preliminary breath tester (PBT) and utilize for impaired driving-related traffic enforcement.

11.9 Key dates:

- a. By November 15, 2023 and the 15th of each subsequent month through October 15, 2024, submit a monthly report as specified in Article 4.5.
- b. By July 31, 2024, receive two moving radars and one PBT as specified in Article 11.8(f) and (g).
- c. By August 1, 2024, submit claim for expenses incurred prior to July 1, 2024.
- d. By August 1, 2024, submit any and all contract amendments including the transfer of funds between line items of the budget.
- e. By November 1, 2024, submit a final report as specified in Article 4.2.
- f. By November 15, 2024, submit final claim for reimbursement.

11.10 Reporting requirements/performance measures:

- a. At least 52 hours of general overtime enforcement conducted and all overtime traffic enforcement contacts reported showing a sustained effort based on past performance.
- b. At least 62 hours of impaired overtime enforcement conducted and all overtime traffic enforcement contacts reported showing a sustained effort based on past performance.
- c. Two targeted traffic enforcement projects completed and results reported.
- d. Twelve public information activities conducted, documented and reported.
- e. Two occupant protection surveys completed and reported.
- f. Two moving radars and one PBT purchased and utilized.

Article 12.0 Project Budget.

Highway Safety
Funds

Personnel Services

Directed overtime for general enforcement (402-PT) \$ 2,500.00

Directed overtime for impaired enforcement (402-AL) \$ 3,000.00

Equipment

Two moving radars (402-PT) \$ 4,000.00

One PBT (402-AL) \$ 400.00

TOTAL \$ 9,900.00

Resolution No. _____

**RESOLUTION
VACATING A PORTION OF
JASPER COUNTY PUBLIC ROADWAY**

BE IT RESOLVED that the Jasper County, Iowa roadway easements and other interests upon the real estate described below are no longer necessary for any public purpose and ought now be vacated in the manner allowed by law, reserving however all of such area for general public utility usage.

FURTHER RESOLVED that by Iowa Code 306.11 which states "If the proposed vacation is of part of a road right-of-way held by easement and will not change the existing traveled portion of the road or deny access to the road by adjoining landowners, a hearing is not required" a public hearing was not held since there was no evidence found to indicate that any of the described portions of roadway were ever open or used as roadways.

NOW, THEREFORE, BE IT HEREBY RESOLVED that any and all interests of Jasper County, Iowa in and to the following described real estate are hereby vacated and no longer shall be available for any public use for roadway or other public purposes other than utility purposes:

That part of the Southwest Quarter of the Southwest Quarter of Section 15 and that part of the Southeast Quarter of the Southeast Quarter of Section 16, Township 81 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Southeast Corner of said Section 16; thence on an assumed bearing North 00 degrees 08 minutes 20 seconds West 715.13 feet along the east line of said Southeast Quarter of the Southeast Quarter to the point of beginning; thence North 90 degrees 00 minutes 00 seconds West 19.86 feet to the present west right of way line; thence North 00 degrees 09 minutes 24 seconds West 279.65 feet to the present southeasterly line of Iowa Highway 330; thence North 46 degrees 57 minutes 43 seconds East 54.55 feet along said southeasterly line to the present east right of way line; thence South 00 degrees 08 minutes 20 seconds East 316.88 feet along said east right of way line; thence North 90 degrees 00 minutes 00 seconds West 20.00 feet along to the point of beginning;

Said tract contains 0.27 acres.

BE IT HEREBY FURTHER RESOLVED that the aforesaid property and all interests of Jasper County, Iowa in and to said property be, and are hereby, conveyed to the owners of record (both legal and equitable titleholders as their respective interests may appear), an equal split of the adjacent strip to record owners of such respective adjoining parcels or as agreed upon by said owners, subject to reservation of utility use thereof. Upon subsequent formal or informal request by any such adjoining landowner or successors in interest and preparation of all documents by said landowners at their sole expense and to the satisfaction of the Jasper County Attorney as to both form and content, Jasper County, Iowa, by and through the chairperson of its Board of Supervisors and its Auditor shall execute and deliver appropriate conveyancing instruments reserving utility use interests only.

The Auditor of Jasper County, Iowa is hereby directed to promptly file in the office of the Jasper County Recorder a certified copy of this Resolution.

Passed and Approved this _____ day of _____

Doug Cupples
Chairman Board of Supervisors

Brandon Talsma
Board of Supervisors

Denny Stevenson
Board of Supervisors

ATTEST: _____
Jenna Jennings
County Auditor

INDEX LEGEND

COUNTY: JASPER
SECTION: 15, T-81N, R-21W, SW 1/4 of the SW 1/4
& 16, T-81N, R-21W, SE 1/4 of the SE 1/4

SURVEY FOR: Jasper County Engineer, Newton, IA
OWNERS: FBM Farms, LLC, Collins, IA and
Caroline Maxwell, Mingo, IA
SURVEYOR & SURVEY COMPANY:
Jason S. Lowry, P.L.S.
Lowry Land Services, L.L.C.
752 Diamond Trail Rd., Searsboro, Iowa 50242
PREPARED BY AND RETURN TO:
Jason S. Lowry, P.L.S.
752 Diamond Trail Rd., Searsboro, Iowa 50242
(641) 521-1160, lowrylandservices@gmail.com

RIGHT OF WAY VACATION PLAT - PARCEL 1
SW 1/4 of the SW 1/4, SEC. 15, SE 1/4 of the SE 1/4, SEC. 16,
T-81N, R-21W, JASPER COUNTY, IOWA

(SEE PAGE 2 FOR GRAPHICAL REPRESENTATION OF THIS PLAT OF SURVEY)

DESCRIPTION OF PARCEL - 1

That part of the Southwest Quarter of the Southwest Quarter of Section 15 and that part of the Southeast Quarter of the Southeast Quarter of Section 16, Township 81 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa, described as follows:

Commencing at the Southeast Corner of said Section 16;
thence on an assumed bearing North 00 degrees 08 minutes 20 seconds West 715.13 feet along the east line of said Southeast Quarter of the Southeast Quarter to the point of beginning;
thence North 90 degrees 00 minutes 00 seconds West 19.86 feet to the present west right of way line;
thence North 00 degrees 09 minutes 24 seconds West 279.65 feet to the present southeasterly line of Iowa Highway 330;
thence North 46 degrees 57 minutes 43 seconds East 54.55 feet along said southeasterly line to the present east right of way line;
thence South 00 degrees 08 minutes 20 seconds East 316.88 feet along said east right of way line;
thence North 90 degrees 00 minutes 00 seconds West 20.00 feet along to the point of beginning;

Said tract contains 0.27 acres.

AREA BY 1/4 1/4 SECTION

SW 1/4 SW 1/4, Sec. 15 = 0.14 acres
SE 1/4 SE 1/4, Sec. 16 = 0.13 acres

SURVEYOR'S NOTE

The intent of this survey is to vacate the present established Jasper County Highway Easement described.

MEASURED DISTANCE/BEARING - (M)
RECORDED DISTANCE/BEARING - (R)

MONUMENTS

- ▲ - found sec. cor. (pipe, stone, etc.)
- - set - 5/8" x 18" rebar with pink plastic cap P.L.S. 22291 or Mag nail in pavement
- - no monument found or set
- - found lot cor. (5/8" IDOT aluminum capped rebar unless otherwise noted)



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

My license renewal date is 12/31/2023

Pages covered by this seal: 1 - 2

Jason S. Lowry
Jason S. Lowry

08/18/2023

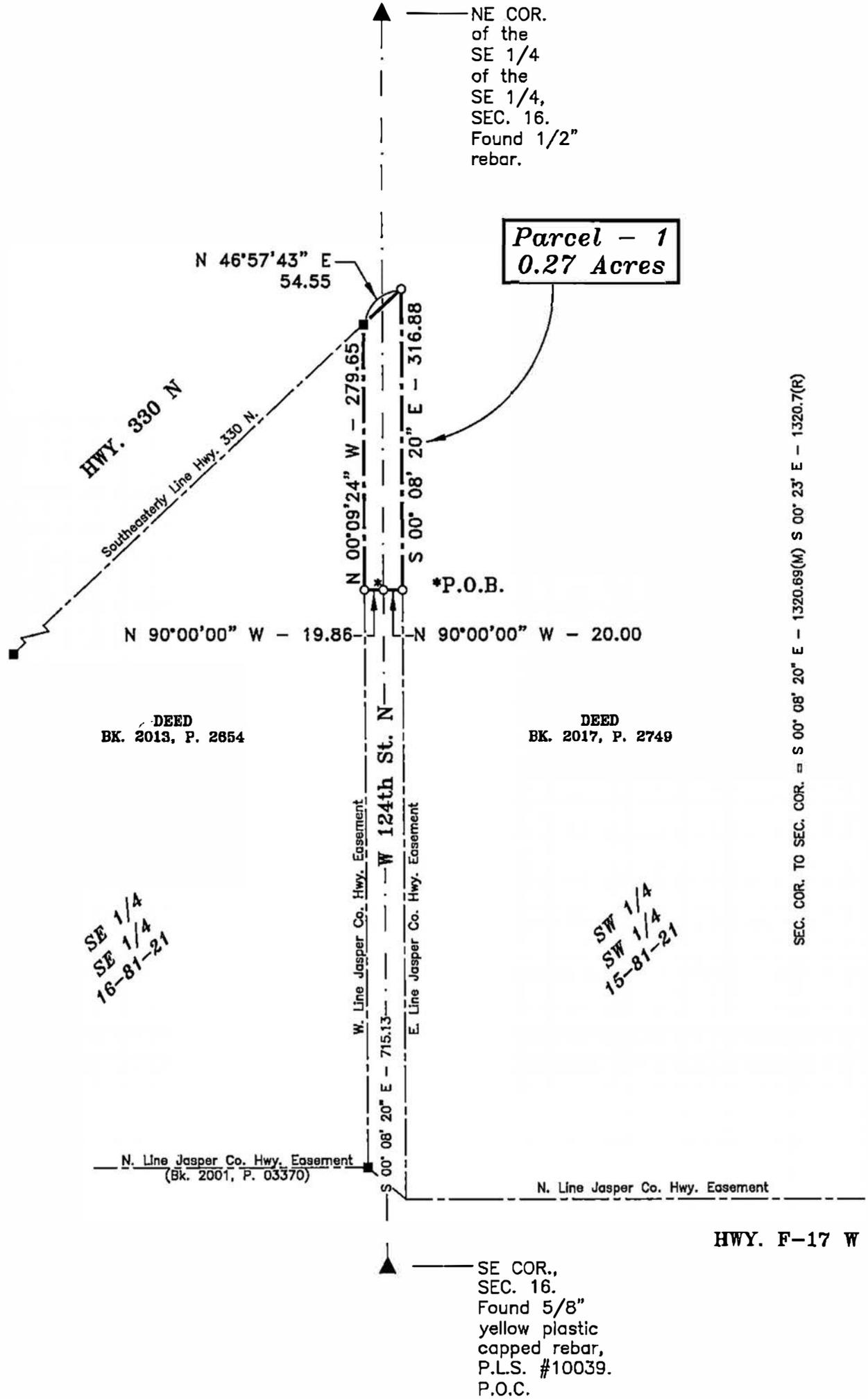
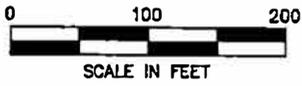
Iowa Lic. No. 22291

Date

LOWRY LAND SERVICES, L.L.C.

752 DIAMOND TRAIL RD., SEARSBORO, IOWA 50242, 641-521-1160

RIGHT OF WAY VACATION PLAT - PARCEL 1
 SW 1/4 of the SW 1/4, SEC. 15, SE 1/4 of the SE 1/4, SEC. 16,
 T-81N, R-21W, JASPER COUNTY, IOWA





Jasper County, IA



Overview



Legend

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

Jasper County Data Disclaimer

Please Read Carefully

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

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

Date created: 9/6/2023
Last Data Uploaded: 9/6/2023 2:27:01 AM

Developed by Schneider
GEOSPATIAL



Jasper County

Tax Rate Summary Sheet

Taxing year 2022

City Districts

District Code	District Name	Total Levy	County	Assessor	Area School	School	City	City Ag	Other
BXBX	BAXTER CITY	41.293400	6.583260	0.231130	0.744100	18.699760	14.874270	0.000000	0.160880
BXBXA	BAXTER CITY AG LAND	29.422880	6.583260	0.231130	0.744100	18.699760	0.000000	3.003750	0.160880
CFCF	COLFAX CITY	41.689130	6.583260	0.231130	0.744100	17.426280	16.543480	0.000000	0.160880
CFCFA	COLFAX CITY AG LAND	28.149400	6.583260	0.231130	0.744100	17.426280	0.000000	3.003750	0.160880
CFCFE	COLFAX CITY CITY ANNEX	25.145650	6.583260	0.231130	0.744100	17.426280	0.000000	0.000000	0.160880
KLGT	KELLOGG CITY	23.497130	6.583260	0.231130	0.744100	15.777760	0.000000	0.000000	0.160880
KLNTA	KELLOGG CITY AG	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000
LBGNT	LAMBS GROVE CITY	34.013900	6.583260	0.231130	0.744100	15.777760	10.516770	0.000000	0.160880
LVLS	LYNNVILLE CITY	29.531780	6.583260	0.231130	0.744100	12.221160	9.591250	0.000000	0.160880
LVLSA	LYNNVILLE CITY AG LAND	22.942930	6.583260	0.231130	0.744100	12.221160	0.000000	3.002400	0.160880
MGMG	MINGO CITY	37.643600	6.583260	0.231130	0.744100	17.426280	12.497950	0.000000	0.160880
MGMGA	MINGO CITY AG LAND	28.149400	6.583260	0.231130	0.744100	17.426280	0.000000	3.003750	0.160880
MVCF	MITCHELLVILLE CITY	35.022830	6.583260	0.231130	0.744100	17.426280	9.877180	0.000000	0.160880
MVCFA	MITCHELLVILLE CITY AG LD	28.149400	6.583260	0.231130	0.744100	17.426280	0.000000	3.003750	0.160880
MNMN	MONROE CITY	34.712640	6.583260	0.231130	0.744100	14.621940	12.371330	0.000000	0.160880
MNMNA	MONROE CITY AG LAND	25.345060	6.583260	0.231130	0.744100	14.621940	0.000000	3.003750	0.160880
NWNT	NEWTON CITY	40.637130	6.583260	0.231130	0.744100	15.777760	17.140000	0.000000	0.160880
NWNTA	NEWTON CITY AG LAND	26.500880	6.583260	0.231130	0.744100	15.777760	0.000000	3.003750	0.160880
NWNTB	NEWTON CITY RACEWAY ANEX	23.497130	6.583260	0.231130	0.744100	15.777760	0.000000	0.000000	0.160880
NWNT1	NEWTON CITY SSMID	42.167840	6.583260	0.231130	0.744100	15.777760	18.670710	0.000000	0.160880
OAGN	OAKLAND ACRES CITY	28.291250	6.583260	0.231130	1.743310	14.246770	5.325900	0.000000	0.160880
OAGNA	OAKLAND ACRES CITY AG	22.965350	6.583260	0.231130	1.743310	14.246770	0.000000	0.000000	0.160880
PCPC	PRAIRIE CITY CITY	33.729750	6.583260	0.231130	0.744100	14.621940	11.388440	0.000000	0.160880
PCPCA	PRAIRIE CITY CITY AG LAND	25.344450	6.583260	0.231130	0.744100	14.621940	0.000000	3.003140	0.160880
RSMN	REASNOR CITY	32.388340	6.583260	0.231130	0.744100	14.621940	10.047030	0.000000	0.160880
RSMNA	REASNOR CITY AG LAND	22.341310	6.583260	0.231130	0.744100	14.621940	0.000000	0.000000	0.160880
SYLS	SULLY CITY	29.422710	6.583260	0.231130	0.744100	12.221160	9.482180	0.000000	0.160880
SYLSA	SULLY CITY AG LAND	22.944280	6.583260	0.231130	0.744100	12.221160	0.000000	3.003750	0.160880
VALMG	VALERIA CITY	33.245650	6.583260	0.231130	0.744100	17.426280	8.100000	0.000000	0.160880

Rural Districts

District Code	District Name	Total Levy	County	Assessor	Area School	School	Township	Other
BVLS6	B VISTA/L-SULLY/SULLY FIRE	24.089070	9.654300	0.231130	0.744100	12.221160	1.077500	0.160880
BVLS4	B VISTA/L-SULLY/KELL FIRE	24.089070	9.654300	0.231130	0.744100	12.221160	1.077500	0.160880
BVLS5	B VISTA/L-SY/REASNOR FIRE	24.089070	9.654300	0.231130	0.744100	12.221160	1.077500	0.160880
BVNT4	B VISTA/NEWKELLOGG FIRE	27.645670	9.654300	0.231130	0.744100	15.777760	1.077500	0.160880
BVNT5	B VISTA/NEWREASNOR FIRE	27.645670	9.654300	0.231130	0.744100	15.777760	1.077500	0.160880
BVNT6	B VISTA/NEWSULLY FIRE	27.645670	9.654300	0.231130	0.744100	15.777760	1.077500	0.160880
BVNT1	BUENA VISTA/NEWTON/NBF	27.645670	9.654300	0.231130	0.744100	15.777760	0.470000	0.768380
CCBFF	CL CR/BOND-F/COLLINS FIRE	28.480730	9.654300	0.231130	0.744100	17.003820	0.686500	0.160880
CCBFE	CL CR/BOND-F/MINGO FIRE	28.480730	9.654300	0.231130	0.744100	17.003820	0.686500	0.160880
CCMGE	CL CR/COL-MNGO/MINGO FIRE	28.903190	9.654300	0.231130	0.744100	17.426280	0.686500	0.160880
CCCNF	CL CR/COL-MXWJ/COLNS FIRE	28.048730	9.654300	0.231130	0.744100	16.571820	0.686500	0.160880
CCBX7	CLEAR CR/BAXTER/WM CONTR	30.176670	9.654300	0.231130	0.744100	18.699760	0.686500	0.160880
DMPCC	DES M/PCM/CAMP TWP FIRE	26.019850	9.654300	0.231130	0.744100	14.621940	0.607500	0.160880
DMMNB	DES M/PCM/MONORE FIRE	25.952350	9.654300	0.231130	0.744100	14.621940	0.540000	0.160880
DMPSC	DES M/SEP/CAMP TWP FIRE	26.840480	9.654300	0.231130	0.744100	15.442570	0.607500	0.160880
DMPG2	DES MOINES/PCM/MC	28.019850	9.654300	0.231130	0.744100	14.621940	0.000000	0.768380
ECLS5	ELK CR/L-SULLY/REAS FIRE	23.689570	9.654300	0.231130	0.744100	12.221160	0.678000	0.160880
ECLS6	ELK CR/L-SULLY/SULLY FIRE	23.689570	9.654300	0.231130	0.744100	12.221160	0.678000	0.160880
ECMN5	ELK CR/PCM/REASNOR FIRE	26.090350	9.654300	0.231130	0.744100	14.621940	0.678000	0.160880
ECPL6	ELK CR/PELLA/SULLY FIRE	26.074990	9.654300	0.231130	0.744100	14.606580	0.678000	0.160880
ECPL5	ELK CREEK/PELLA/REAS FIRE	26.074990	9.654300	0.231130	0.744100	14.606580	0.678000	0.160880
FVNT	FAIRVIEW/NEWTON	27.173170	9.654300	0.231130	0.744100	15.777760	0.605000	0.160880
FVNT1	FAIRVIEW/NEWTON/NBF	27.240670	9.654300	0.231130	0.744100	15.777760	0.065000	0.768380
FVMN	FAIRVIEW/PCM	26.017350	9.654300	0.231130	0.744100	14.621940	0.605000	0.160880
FVPC2	FAIRVIEW/PCM/MC	26.084850	9.654300	0.231130	0.744100	14.621940	0.065000	0.768380
HGGN9	H GR/GRN-NEWB/GILMAN FIRE	26.721390	9.654300	0.231130	1.743310	14.246770	0.685000	0.160880
HGGN8	H GR/GRN-NEWB/GRINL FIRE	26.788890	9.654300	0.231130	1.743310	14.246770	0.752500	0.160880
HGGN4	H GR/GRN-NEWB/KELL FIRE	26.788890	9.654300	0.231130	1.743310	14.246770	0.752500	0.160880
HGSM9	H GROVE/E MRSJ/GILMN FIRE	24.709920	9.654300	0.231130	1.743310	12.235300	0.685000	0.160880



Rural Districts

District Code	District Name	Total Levy	County	Assessor	Area School	School	Township	Other
HGNT4	H GROVE/NEW/KELLOGG FIRE	27.320670	9.654300	0.231130	0.744100	15.777760	0.752500	0.160880
IDBX7	INDEP/BAXTER/WM CONTRACT	30.156040	9.654300	0.231130	0.744100	18.699760	0.665870	0.160880
IDCM7	INDEP/COL-MINGO/WM CONTR	28.882560	9.654300	0.231130	0.744100	17.426280	0.665870	0.160880
KGNT	KELLOGG TWP/NEWTON	27.379400	9.654300	0.231130	0.744100	15.777760	0.811230	0.160880
LGLS	LYNN GR/L-SULLY/SULLY FIRE	23.986570	9.654300	0.231130	0.744100	12.221160	0.975000	0.160880
MKBX3	MALAKA/BAXTER/WM	30.187670	9.654300	0.231130	0.744100	18.699760	0.090000	0.768380
MKBX7	MALAKA/BAXTER/WM CONTRACT	30.187670	9.654300	0.231130	0.744100	18.699760	0.697500	0.160880
MKNT1	MALAKA/NEWTON/NBF	27.265670	9.654300	0.231130	0.744100	15.777760	0.090000	0.768380
MKNT3	MALAKA/NEWTON/WM	27.265670	9.654300	0.231130	0.744100	15.777760	0.090000	0.768380
MKNT7	MALAKA/NEWTON/WM CONTRACT	27.265670	9.654300	0.231130	0.744100	15.777760	0.697500	0.160880
MRSMG	MARIPE MRSHL/JFFRSN FIRE	24.600320	9.654300	0.231130	1.743310	12.235300	0.575400	0.160880
MRSM4	MARIPE MRSHL/KELLGG FIRE	24.667820	9.654300	0.231130	1.743310	12.235300	0.642900	0.160880
MRSM7	MARIPE MRSHL/WM CONTRACT	24.667820	9.654300	0.231130	1.743310	12.235300	0.642900	0.160880
MRNTG	MARIPOSA/NEW/JEFFRSN FIRE	27.143570	9.654300	0.231130	0.744100	15.777760	0.575400	0.160880
MRNT4	MARIPOSA/NEW/KELLOGG FIRE	27.211070	9.654300	0.231130	0.744100	15.777760	0.642900	0.160880
MRNT1	MARIPOSA/NEWTON/NBF	27.211070	9.654300	0.231130	0.744100	15.777760	0.035400	0.768380
MRNT7	MARIPOSA/NEWTON/WM CONTRC	27.211070	9.654300	0.231130	0.744100	15.777760	0.642900	0.160880
MPCFD	MD PR/COL-M/COLFAX FIRE	28.938660	9.654300	0.231130	0.744100	17.426280	0.721970	0.160880
MPCFA	MD PR/COL-MINGO/WM CONTR	28.938660	9.654300	0.231130	0.744100	17.426280	0.721970	0.160880
MPNTB	MD PR/NEWTON/MONROE FIRE	27.290140	9.654300	0.231130	0.744100	15.777760	0.721970	0.160880
MPNTA	MD PR/NEWTON/WM CONTRACTD	27.290140	9.654300	0.231130	0.744100	15.777760	0.721970	0.160880
MPPCD	MD PR/PCM/COLFAX FIRE	26.134320	9.654300	0.231130	0.744100	14.621940	0.721970	0.160880
MPPCA	MD PR/PCM/WM CONTRACTD	26.134320	9.654300	0.231130	0.744100	14.621940	0.721970	0.160880
MPCF1	MD PRAIRIE/COLF-MINGO/NBF	29.006160	9.654300	0.231130	0.744100	17.426280	0.181970	0.768380
MPCF2	MD PRAIRIE/COLF-MINGO/WM	29.006160	9.654300	0.231130	0.744100	17.426280	0.181970	0.768380
MPNT1	MOUND PRAIRIE/NEWTON/NBF	27.357640	9.654300	0.231130	0.744100	15.777760	0.181970	0.768380
MPNT2	MOUND PRAIRIE/NEWTON/WM	27.357640	9.654300	0.231130	0.744100	15.777760	0.181970	0.768380
MPPC2	MOUND PRAIRIE/PCM/WM	26.201820	9.654300	0.231130	0.744100	14.621940	0.181970	0.768380
NTNTS	NEW TWP/NEWTON/NBF/SEWER	27.761070	9.654300	0.231130	0.744100	15.777760	0.045400	1.308380
NTNT7	NEW TWP/NEWTON/WM CONTRCT	27.221070	9.654300	0.231130	0.744100	15.777760	0.652900	0.160880
NTNT1	NEWTON TWP/NEWTON/NBF	27.221070	9.654300	0.231130	0.744100	15.777760	0.045400	0.768380
PALS	PALO ALTO/L-S/REASNR FIRE	24.029070	9.654300	0.231130	0.744100	12.221160	1.017500	0.160880
PANT	PALO ALTO/NEW/REASNR FIRE	27.585670	9.654300	0.231130	0.744100	15.777760	1.017500	0.160880
PANT1	PALO ALTO/NEWTON/NBF	27.585670	9.654300	0.231130	0.744100	15.777760	0.410000	0.768380
PAMN	PALO ALTO/PCM/REASNR FIRE	26.429850	9.654300	0.231130	0.744100	14.621940	1.017500	0.160880
PWCME	POWSHK/COL-M/MINGO FIRE	28.889690	9.654300	0.231130	0.744100	17.426280	0.673000	0.160880
PWCMD	POWSHK/COL-MINGO/COL FIRE	28.889690	9.654300	0.231130	0.744100	17.426280	0.673000	0.160880
RCGN8	R CR/GRN-NEWB/GRINL FIRE	26.745570	9.654300	0.231130	1.743310	14.246770	0.709180	0.160880
RCGNS	R CR/GRN-NEWB/GRINL FIRE	26.745570	9.654300	0.231130	1.743310	14.246770	0.709180	0.160880
RCGN4	R CRK/GRN-NEWB/KELL FIRE	26.745570	9.654300	0.231130	1.743310	14.246770	0.709180	0.160880
RCNT4	R CRK/NEWTON/KELLG FIRE	27.277350	9.654300	0.231130	0.744100	15.777760	0.709180	0.160880
RLNT4	RICHLAND/NEWTON/KELL FIRE	27.235670	9.654300	0.231130	0.744100	15.777760	0.667500	0.160880
RLGN6	RICHLD/GRN-NEWB/SLLY FIRE	26.703890	9.654300	0.231130	1.743310	14.246770	0.667500	0.160880
RLLS4	RICHLD/L-SULLY/KELL FIRE	23.679070	9.654300	0.231130	0.744100	12.221160	0.667500	0.160880
RLLS6	RICHLD/L-SULLY/SULLY FIRE	23.679070	9.654300	0.231130	0.744100	12.221160	0.667500	0.160880
RLGN8	RICHLND/GRN-NEWB/GRN FIRE	26.703890	9.654300	0.231130	1.743310	14.246770	0.667500	0.160880
RLGN4	RICHLND/GRN-NEWB/KEL FIRE	26.703890	9.654300	0.231130	1.743310	14.246770	0.667500	0.160880
RLLS8	RICHLND/L-SULLY/GRNL FIRE	23.679070	9.654300	0.231130	0.744100	12.221160	0.667500	0.160880
SHBXE	SHERMAN/BAXTER/MINGO FIRE	30.080170	9.654300	0.231130	0.744100	18.699760	0.590000	0.160880
SHBX1	SHERMAN/BAXTER/NBF	30.147670	9.654300	0.231130	0.744100	18.699760	0.050000	0.768380
SHBX7	SHERMAN/BAXTER/WM CONTRCT	30.147670	9.654300	0.231130	0.744100	18.699760	0.657500	0.160880
SHCMD	SHERMAN/COL-M/COLFAX FIRE	28.874190	9.654300	0.231130	0.744100	17.426280	0.657500	0.160880
SHOME	SHERMAN/COL-M/MINGO FIRE	28.806690	9.654300	0.231130	0.744100	17.426280	0.590000	0.160880
SHNTD	SHERMAN/NEWTON/COLFAX FIRE	27.225670	9.654300	0.231130	0.744100	15.777760	0.657500	0.160880
SHNTE	SHERMAN/NEWTON/MINGO FIRE	27.158170	9.654300	0.231130	0.744100	15.777760	0.590000	0.160880
SHNT1	SHERMAN/NEWTON/NBF	27.225670	9.654300	0.231130	0.744100	15.777760	0.050000	0.768380
SHNT7	SHERMAN/NEWTON/WM CONTRCT	27.225670	9.654300	0.231130	0.744100	15.777760	0.657500	0.160880
WSCFH	WASH/COL-M/MITCHELVL FIRE	28.769490	9.654300	0.231130	0.744100	17.426280	0.552800	0.160880
WSCFA	WASH/COL-M/WM CONTRACTED	28.769490	9.654300	0.231130	0.744100	17.426280	0.552800	0.160880
WSSPH	WASH/SE POLK/MTCHLVL FIRE	26.785780	9.654300	0.231130	0.744100	15.442570	0.552800	0.160880



Jasper County

Tax Rate Summary Sheet

Taxing year 2022

Rural Districts

District Code	District Name	Total Levy	County	Assessor	Area School	School	Township	Other
WSCFD	WASHGTM/COL-M/COLFAX FIRE	28.769490	9.654300	0.231130	0.744100	17.426280	0.552800	0.160880
WSCF2	WASHINGTON/COLF-MINGO/MC	28.836890	9.654300	0.231130	0.744100	17.426280	0.012800	0.768380
WSPC2	WASHINGTON/PCM/MC	26.032650	9.654300	0.231130	0.744100	14.621940	0.012800	0.768380
WSPCA	WASHINGTON/PCM/MC CONTRCT	25.965150	9.654300	0.231130	0.744100	14.621940	0.552800	0.160880
WSPCH	WASHGTM/PCM/MTCHLVL FIRE	25.965150	9.654300	0.231130	0.744100	14.621940	0.552800	0.160880



Authority Detail

Townships

Township	Ad Val	Other	County	City	Water	Street	Fire	Library	Police	Public	Sanitary	Welfare	Highway	Other	Total
BUENA VISTA TOWNSHIP/CEMETERY	0.4700	0.4700													0.9400
BUENA VISTA TOWNSHIP/KELLOGG FIRE	0.6750														0.6750
BUENA VISTA TOWNSHIP/PREASHOR FIRE	0.6750														0.6750
BUENA VISTA TOWNSHIP/SULLY FIRE	0.6750														0.6750
CLEAR CREEK TOWNSHIP/CEMETERY	0.0790	0.0230													0.1020
CLEAR CREEK TOWNSHIP/COLLINS FIRE	0.6750														0.6750
CLEAR CREEK TOWNSHIP/MANGO FIRE	0.6750														0.6750
CLEAR CREEK TWP/WEST MALAKA CONTRD FIRE	0.6750														0.6750
DES MOINES TOWNSHIP/CAMP TWP FIRE	0.6750														0.6750
DES MOINES TOWNSHIP/CEMETERY	0.0000	0.0000													0.0000
DES MOINES TOWNSHIP/MONROE FIRE	0.5400														0.5400
ELK CREEK TOWNSHIP/CEMETERY	0.0700	0.0500													0.1200
ELK CREEK TOWNSHIP/PREASHOR FIRE	0.6750														0.6750
ELK CREEK TOWNSHIP/SULLY FIRE	0.6750														0.6750
FAIRVIEW TOWNSHIP/CEMETERY	0.6650	0.0000													0.6650
FAIRVIEW TOWNSHIP/FIRE	0.5400														0.5400
HICKORY GROVE TOWNSHIP/CEMETERY	0.1450	0.1450													0.2900
HICKORY GROVE TOWNSHIP/GILMAN FIRE	0.4000														0.4000
HICKORY GROVE TOWNSHIP/GRINNELL FIRE	0.6750														0.6750
HICKORY GROVE TOWNSHIP/KELLOGG FIRE	0.6750														0.6750
INDEPENDENCE TOWNSHIP/CEMETERY	0.3370	0.0000													0.3370
INDEPENDENCE TWP/WEST MALAKA CONTRD FIRE	0.6750														0.6750
KELLOGG TOWNSHIP/CEMETERY	0.2730	0.1360													0.4090
KELLOGG TOWNSHIP/KELLOGG FIRE	0.6750														0.6750
LYNN GROVE TOWNSHIP/CEMETERY	0.3870	0.3000													0.6870
LYNN GROVE TOWNSHIP/SULLY FIRE	0.6750														0.6750



Townships

Township	Ad Valorem	Water	Electric	Gas	Telephone	Fire	Police	Sanitation	Library	Other	Total
MALAKA TOWNSHIP/CEMETERY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MALAKA TWP/WEST MALAKA CONTRACTED FIRE	0.07	0.00	0.00	0.00	0.00	0.22	0.48	0.00	0.00	0.00	0.77
MARIPOSA TOWNSHIP/CEMETERY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MARIPOSA TOWNSHIP/JEFFERSON TWP FIRE	0.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.05
MARIPOSA TOWNSHIP/KELLOGG FIRE	0.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.06
MARIPOSA TWP/WEST MALAKA CONTRACTED FIRE	0.07	0.00	0.00	0.00	0.00	0.22	0.48	0.00	0.00	0.00	0.77
MOUND PR TWP/WALNUT CREEK CNTRCTD FIRE	0.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.05
MOUND PRAIRIE TOWNSHIP/CEMETERY	0.11	0.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25
MOUND PRAIRIE TOWNSHIP/COLFAX FIRE	0.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.05
MOUND PRAIRIE TOWNSHIP/MONROE FIRE	0.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.05
NEWTON TOWNSHIP/CEMETERY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NEWTON TWP/WEST MALAKA CONTRACTED FIRE	0.07	0.00	0.00	0.00	0.00	0.22	0.48	0.00	0.00	0.00	0.77
PALO ALTO TOWNSHIP/CEMETERY	0.04	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.08
PALO ALTO TOWNSHIP/REASNOB FIRE	0.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.06
POWESHIEK TOWNSHIP/CEMETERY	0.02	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.04
POWESHIEK TOWNSHIP/COLFAX FIRE	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.04
POWESHIEK TOWNSHIP/MINGO FIRE	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.04
RICHLAND TOWNSHIP/CEMETERY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RICHLAND TOWNSHIP/GRINNELL FIRE	0.06	0.07	0.00	0.00	0.00	0.35	0.47	0.00	0.00	0.00	0.90
RICHLAND TOWNSHIP/KELLOGG FIRE	0.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.06
RICHLAND TOWNSHIP/SULLY FIRE	0.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.06
ROCK CREEK TOWNSHIP/CEMETERY	0.01	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.02
ROCK CREEK TOWNSHIP/GRINNELL FIRE	0.06	0.07	0.00	0.00	0.00	0.35	0.47	0.00	0.00	0.00	0.90
ROCK CREEK TOWNSHIP/KELLOGG FIRE	0.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.06
SHERMAN TOWNSHIP/CEMETERY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SHERMAN TOWNSHIP/COLFAX FIRE	0.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.06
SHERMAN TOWNSHIP/MINGO FIRE	0.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.05



Township

Township	Total Levy	GENE RAL- BLDG LIMIT	LOCAL EMER G MGMT	EMER GENC Y	DISU RANCE	EMPL OYEE BENEFITS	FCAM PERS	MGM D RR	DEBT SERVICE	SUP LOCAL EMER G MGMT	CFRR	SUPP ORT OF PUBLC LIBRRT	SUPP ORT OF LOCAL EMG MGMT COM	LBGN TRR	SUPP ORT LOCAL EMG MGMT COM	POLICE/RE RETIRE	NYN TRR	SMID	KLGW TRR	RSM NRR	OWN ED CIVIC CENTER	PCPC RR	VALM G RR	OAG NRR	SYLS RR	SUPP ORT LOCAL EMG MGMT COM	CAPIT AL IMPR OVE MENT S	MYM NRR	LVLB RR	SUPP ORT LOCAL EMG MGMT	EXBR RR	
SHERMAN TWP/WEST WALKA CONTRACTED FIRE	0.6 07 50 0			0.2 02 00 0	0.4 05 00 0																											
WASHINGTON TOWNSHIP/CEMETERY	0.0 12 50 0									0.0 12 80 0																						
WASHINGTON TOWNSHIP/COLFAX FIRE	0.5 40 00 0														0.5 40 00 0																	
WASHINGTON TOWNSHIP/MITCHELLVILLE FIRE	0.5 40 00 0																								0.5 40 00 0							
WASHINGTON TWP/WALNUT CR CONTRACTED FIRE	0.5 40 00 0																								0.5 40 00 0							

City

City	Total Levy	GENE RAL- BLDG LIMIT	LOCAL EMER G MGMT	EMER GENC Y	DISU RANCE	EMPL OYEE BENEFITS	FCAM PERS	MGM D RR	DEBT SERVICE	SUP LOCAL EMER G MGMT	CFRR	SUPP ORT OF PUBLC LIBRRT	SUPP ORT OF LOCAL EMG MGMT COM	LBGN TRR	SUPP ORT LOCAL EMG MGMT COM	POLICE/RE RETIRE	NYN TRR	SMID	KLGW TRR	RSM NRR	OWN ED CIVIC CENTER	PCPC RR	VALM G RR	OAG NRR	SYLS RR	SUPP ORT LOCAL EMG MGMT COM	CAPIT AL IMPR OVE MENT S	MYM NRR	LVLB RR	SUPP ORT LOCAL EMG MGMT	EXBR RR			
BAXTER CORPORATION	14.87 4270 000	8.100 000		0.270 000	1.234 800	1.051 640	1.430 890		2.035 450																					0.051 390	0.000 000			
COLFAX CORPORATION	18.54 3480 000	8.100 000		0.183 240	0.992 860	3.098 370	1.442 440		2.688 790	0.051 690	0.000 000																							
KELLOGG CORPORATION	0.000 000	0.000 000																0.000 000																
LAMBS GROVE CORPORATION	10.51 6770 000	8.100 000		0.027 860	0.269 950				2.084 820		0.000 000	0.034 140	0.000 000																					
LYNNVILLE CORPORATION	9.591 250 000	8.100 000			1.449 220					0.042 030																					0.000 000			
MINGO CORPORATION	12.49 7950 000	8.100 000	0.048 510	0.270 000	2.361 590	0.401 980	1.317 870	0.000 000																										
MITCHELLVILLE CORPORATION	9.877 180 000	8.100 000			0.285 300	0.475 500	0.475 500								0.025 380	0.475 500																		
MONROE CORPORATION	12.237 1330 000	8.100 000		0.270 000	0.569 870	0.597 280	0.987 280		1.038 690																0.042 040	0.358 170	0.000 000							
NEWTON CORP SS/MD	1.530 710																	1.530 710																
NEWTON CORPORATION	17.14 9000 000	8.100 000		0.564 970	2.890 420	1.182 420		2.348 080			0.270 000				0.042 200	1.753 910	0.000 000																	
OAKLAND ACRES CORPORATION	5.325 900																						0.000 000											
PRAIRIE CITY CORPORATION	11.38 8440 000	8.100 000			0.953 150	1.128 590	1.041 970								0.039 780						0.117 030	0.000 000												
REASNCOR CORPORATION	10.04 7030 000	8.100 000		0.211 200	1.320 020	0.343 210		0.000 000							0.072 800						0.000 000													
SULLY CORPORATION	9.482 180 000	8.100 000							1.382 180																0.000 000									
VALERIA CORPORATION	6.100 000	8.100 000																					0.000 000											

School

School	Total Levy	GENERAL	MANAGEMENT	PLAYGROUND	VOTED PHYSICAL PLANT/EG	INSTRUCTIONAL SUPPORT	REGULAR PHYSICAL PLANT/EG	DEBT SERVICE	VOTED PHYSICAL PLANT & EQUIPMENT	REGULAR PHYSICAL PLANT
BAXTER SCHOOL	19.689780	12.515990	1.838190		0.305790	0.201680	0.300000	3.507910		
BONDURANT-FARRAR SCHOOL	17.003820	9.261770	0.648790		1.340000	1.373260	0.300000	4.050000		
COLFAX-MINGO SCHOOL	17.426280	11.308920	0.524900			1.233570	0.300000	2.864890	1.164810	
COLLINS-MAXWELL SCHOOL	18.571820	8.190070	2.037410		1.340000	0.624340	0.300000	4.050000		
EAST MARSHALL SCHOOL	12.235300	8.445970	2.816090	0.135000	0.670000	0.038640	0.300000	0.000000		
GRINNELL-NEWBURG SCHOOL	14.246770	9.184820	3.260230		0.511740	0.958980	0.300000			
LYNNVILLE-SULLY SCHOOL	12.221160	7.530780	1.052080		0.487080	0.125680		2.695530		0.300000
NEWTON SCHOOL	15.777780	10.130910	2.482040		0.670000	0.135170	0.330000	2.028640		
PCM SCHOOL	14.821940	8.532890	1.262570		1.340000	0.468880	0.330000	2.689900		
PELLA SCHOOL	14.606580	9.131490	0.560650		0.670000	0.308440	0.330000	3.000000		
SOUTHEAST POLK SCHOOL	15.442570	9.500220	1.718210		1.340000	0.318320	0.330000	2.178820		

Area School

Area School	Total Levy	EARLY RETIREMENT	EQUIPMENT	GENERAL	DEBT SERVICE	INSURANCE	TORT LIABILITY	UNEMPLOYMENT	PLANT
DMACD - XI MERGED AREA SCHOOL	0.744100	0.082120	0.050000	0.202500		0.175710	0.011090	0.000180	0.237500
IOWA VALLEY - VI MERGED AREA SCHOOL	1.743310	0.149150	0.050000	0.202500	0.701280	0.343860	0.050710	0.003310	0.727500

County

County	Total Levy	RURAL SERVICES BASIC	OO RURAL RR	GENERAL SUPPLEMENTAL	GENERAL BASIC	ADMIN BLDG CAP PROJ FUND	PIONEER CEMETERY	COUNTYWIDE RR	JO SHERIFF RADIO DEBT
COUNTY FUNDS-COUNTYWIDE	8.583260			1.813290	4.160310	0.436232	0.000970	0.000000	0.172498
COUNTY FUNDS-RURAL ONLY	3.071040	3.071040	0.000000						



Jasper County

Tax Rate Summary Sheet

Taxing year 2022

<i>Abstract</i>												
	Total Levy			ASSESSMENT EXPENSE							CO ASSESSOR RR	
COUNTY ASSESSOR	0.231130			0.231130							0.000000	
Other	Total Levy	BRUCellosis & TUBERCULOSIS ERADICATION	BRUCellosis RR	AG EXT EDUCATION	TORT LIABILITY	AG EXTENSION RR	DES MOINES REGIONAL TRANSIT AUTHORITY	GENERAL	WALNUT CREEK RR	NEWTON RURAL BEN FIRE RR	WEST MALAKA BEN FIRE RR	NTMFS RR
AGRICULTURAL EXTENSION COUNCIL	0.159000			0.155210	0.003870	0.000000						
BRUCellosis & TUBERCULOSIS ERADICATION	0.001800	0.001800	0.000000									
COUNTRY CLUB ACRES SANITARY SEWER DIST.	0.540000							0.540000				0.000000
DES MOINES REGIONAL TRANSIT AUTHORITY	0.000000						0.000000					
NEWTON RURAL BENEFITED FIRE DISTRICT	0.007500							0.007500		0.000000		
WALNUT CREEK BENEFITED FIRE DISTRICT	0.007500							0.007500	0.000000			
WEST MALAKA BENEFITED FIRE DISTRICT	0.007500							0.007500			0.000000	

**MEMORANDUM OF UNDERSTANDING BETWEEN JASPER COUNTY,
IOWA, MAHASKA COUNTY, IOWA AND THE WELDER'S SHIELD,
L.L.C., CONCERNING INSTALLATION AND FUTURE MAINTENCE OF
PRIVATE UTILITIES CROSSING PUBLIC ROAD EASEMENTS**

1. **PARTIES.** This Memorandum of Understanding ("MOU") is between Jasper County, Iowa, ("Jasper County"), Mahaska County, Iowa ("Mahaska County") and The Welder's Shield, L.L.C. ("Welder's Shield").
2. **PURPOSE.** The purpose of this Memorandum of Understanding is to address private utility crossings, internal to the operations of Welder's Shield, and/or its current or future tenants, within the respective right-of-way of Jasper County and Mahaska County with respect to the roadway known as S 128th Ave E in Jasper County, which roadway is known as 100th Street in Mahaska County (and for convenience such roadway to be referred to in this MOU as "S 128th Ave E") approximately 0.25 miles west of Hwy T-33 S (collectively, the "ROW"), and located between the real estate owned by Welder's Shield in Jasper County, Iowa ("Property A") known as 13008 S 128 Ave E, Sully, IA 50251, and legally described as

Parcel A of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) Section Thirty-three (33), Township Seventy-eight (78) North, Range Seventeen (17) West of the 5th P.M. in Jasper County, Iowa per the Plat of Survey recorded on April 30, 2021 as File 2021-00003129 in the Jasper County Recorder's Office,

and the real estate owned by Welder's Shield in Mahaska County, Iowa ("Property B") known as 1041 Cordova Ave, Lynnville, IA 50153, and legally described as:

Lots 2 and 3 of the Brand Subdivision Mahaska County, Iowa, a subdivision of the NE fractional quarter of the NW ¼ and SE ¼ of NW fractional quarter of Section 4, Township 77 North, Range 17 West of the 5th P.M.

3. **TERM OF MEMORANDUM OF UNDERSTANDING.** This Memorandum of Understanding is effective upon the date of its signing, and it shall be perpetual unless otherwise noted hereafter.

4. **JASPER COUNTY AND MAHASKA COUNTY DUTIES AND OBLIGATIONS.**

Upon the mutual acceptance of this agreement, Jasper County and Mahaska County shall allow the installation, use, operation, maintenance, repair and/or replacement of utilities across the ROW but within the ROW Corridor (as defined below) by Welder's Shield. Jasper County and Mahaska County will remain responsible for maintenance and improvement of S 128th Ave E, including the ROW Corridor. Before performing roadwork on S 128th Ave E within the ROW Corridor involving excavation Jasper County and Mahaska County shall call Iowa One Call (811), and use reasonable efforts to avoid damage to utilities placed within the ROW Corridor by Welder's Shield, including the pipeline.

5. **WELDER'S SHIELD'S DUTIES AND OBLIGATIONS.** Upon the mutual acceptance of this agreement, and subject to its terms, Welder's Shield shall be entitled to install, operate, maintain, repair and/or replace utilities within a 60 foot wide corridor across the ROW (the "ROW Corridor"), such ROW Corridor to consist of the following:

The 60 foot wide portion of Property A situated in the ROW, and a 60 foot wide portion of Property B situated in the ROW immediately south of the 60 foot wide portion of Property A situated in the ROW determined by a continuation of the eastern and western boundaries the 60 foot wide portion of Property A as the eastern and western boundaries of the 60 foot wide portion of Property B situated in the ROW.

The Plat of Survey for Property A is attached as Exhibit A to this MOU and the Plat of Survey for the property including Property B is attached as Exhibit B to this MOU.

An executed copy of this MOU shall be recorded by Welder's Shield with the Jasper County, Iowa Recorder and Mahaska County, Iowa Recorder. Jasper County and Mahaska County each acknowledges that Welder's Shield has been advised in writing by the Iowa Utilities Board ("IUB") that in accordance with Iowa Code Chapters 479 and 479A, and Iowa Administrative Code section 199-10.1(2), no pipeline permit is required with respect to the installation of a propane gas pipeline running underground from a propane tank situated on Property A through the ROW Corridor to buildings on Property B. Welder's Shield shall register the gas pipeline utility with Iowa One Call (811). The propane gas pipeline shall be installed by boring as opposed to open trench cut, and such pipeline shall be placed at a depth of no less than 15 feet below the roadway elevation for S 128th Ave E at the place of installation. Welder's Shield shall be responsible at its expense for repairing the ROW Corridor after installation of utilities including the pipeline, and for any damage caused by such installation, or the use or operation of such utilities, and shall also be responsible at its expense for making any repairs to the ROW Corridor after any subsequent maintenance, repair or replacement of utilities it installs within the ROW Corridor, including the pipeline. Welder's Shield (or its successors and assigns) shall maintain responsibility for the use, operation, maintenance, repair and/or replacement of any utilities Welder's Shield installs within the ROW Corridor. Welder's Shield agrees to indemnify and hold harmless Jasper County and Mahaska County for

any claims asserted by any third party for personal injury, death or property damage to the extent caused by any negligent acts or omissions of Welder's Shield or any of its agents, with respect to the installation, operation, maintenance, repair and/or replacement of utilities by Welder's Shield within the ROW Corridor, including the pipeline. Provided Jasper County and Mahaska County comply with its obligations under the last sentence of Section 4 above, Welder's Shield shall be responsible at its expense for repairing the utilities placed by Welder's Shield within the ROW Corridor with respect to damages caused by roadwork performed by Mahaska County and Jasper County on S 128th Ave E.

6. **REMEDIES OF THE PARTIES.** Jasper County, Mahaska County and Welder's Shield are entitled to utilize any and all remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain a judgment for costs and reasonable attorney fees. However, prior to any actions at law or in equity, the parties shall make a good faith effort to work with each other on a solution.

7. **MODIFICATION OF MEMORANDUM OF UNDERSTANDING.** This Memorandum of Understanding may be modified only by written agreement between the parties. No party has the right to revoke or modify any provision of this agreement, including the term, without the prior written consent of the other parties hereto. Nothing in this Memorandum of Understanding shall prevent Welder's Shield from leasing Property A and/or Property B, to a tenant or tenants, including the right to use operate, maintain, repair and/or replace utilities placed in the ROW Corridor by Welder's Shield.

8. **MISCELLANEOUS.** This Memorandum of Understanding (a) is binding upon and shall inure to the benefit of the parties and their respective successors and assigns, and (b) may be executed in separate counterparts each of which will be an original and all of which taken together will constitute one and the same agreement. The rights granted by Jasper County and Mahaska County under this Memorandum of Understandings shall run with the land comprising Property A and Property B.

(SIGNATURE LINES ON PAGE 4)

The parties are causing this Memorandum of Understanding to be become binding and effective as of the date when all parties have signed this Memorandum of Understanding.

JASPER COUNTY, IOWA

THE WELDER'S SHIELD, L.L.C.

By: _____
Brandon Talsma, Chairman
Jasper County Board of Supervisors

By: _____
Dale C. Brand, Manager

ATTEST:

Date: _____, 2023

By: _____
Jenna Jennings, Auditor
Jasper County, Iowa

Date: _____, 2023

MAHASKA COUNTY, IOWA

By: _____
Mark Groenendyk, Chairman
Mahaska County Board of Supervisors

ATTEST:

By: _____
Teri Rogers, Auditor
Mahaska County, Iowa

Date: _____, 2023

STATE OF IOWA)
)
COUNTY OF _____) SS:

This record was acknowledged before me on _____, 2023, by **Dale C. Brand**, as the **Manager of The Welder's Shield, L.L.C**, an Iowa limited liability company.

Notary Public

STATE OF IOWA)
)
COUNTY OF JASPER) SS:

This record was acknowledged before me on _____, 2023, by and **Jenna Jennings**, as the **Chairman of the Board of Supervisors**, and **Auditor**, respectively, of **Jasper County, Iowa**.

Notary Public

STATE OF IOWA)
)
COUNTY OF MAHASKA) SS:

This record was acknowledged before me on _____, 2023, by **Mark Groenendyk** and **Teri Rogers**, as the **Chairman of the Board of Supervisors**, and **Auditor**, respectively, of **Mahaska County, Iowa**.

Notary Public

Exhibit A

Plat of Survey for Property A

See attached Plat of Survey recorded on April 30, 2021 as File 2021-00003129 in the Jasper County, Iowa Recorder's Office.

INDEX LEGEND	
LOCATION:	SW 1/4-SW 1/4, SECTION 33-78-17, JASPER COUNTY, IOWA
PROPRIETOR:	DEED HOLDER: LLOYD H. & ARLENE R. BRAND CONTRACT HOLDER: TARA JO & DALE C. BRAND
REQUESTED BY:	CO-LINE INC.
PREPARED BY:	GARY W. KEITH
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577

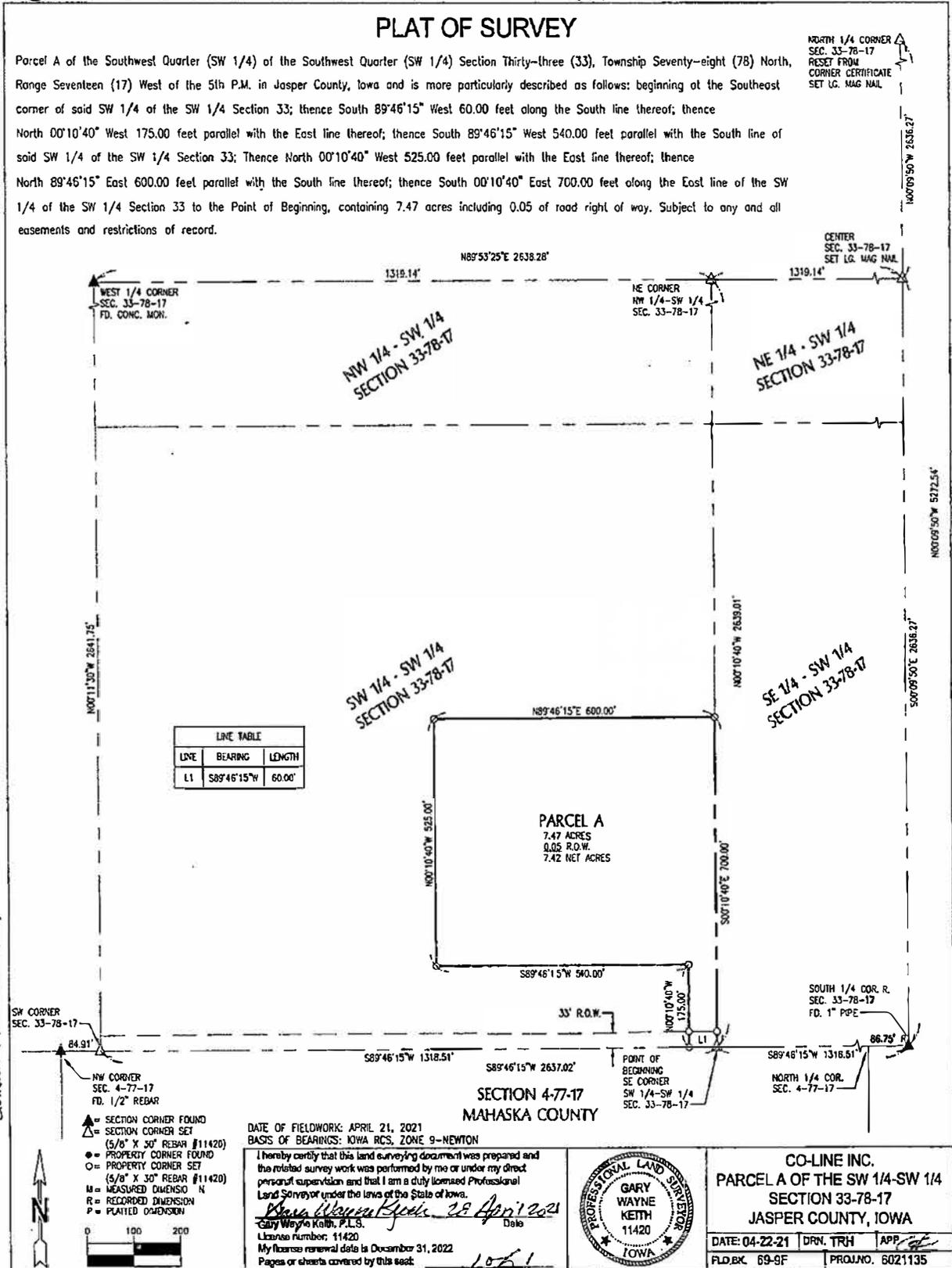
Doc ID: 003922450001 Type: SUR
Recorded: 04/30/2021 at 11:04:35 AM
Fee Amt: \$7.00 Page 1 of 1
Jasper County, Iowa
Denise Allan County Recorder
File # 2021-00003129



GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

RESERVED FOR RECORDER'S USE



OK 7:00 Garden & Associates (cm)

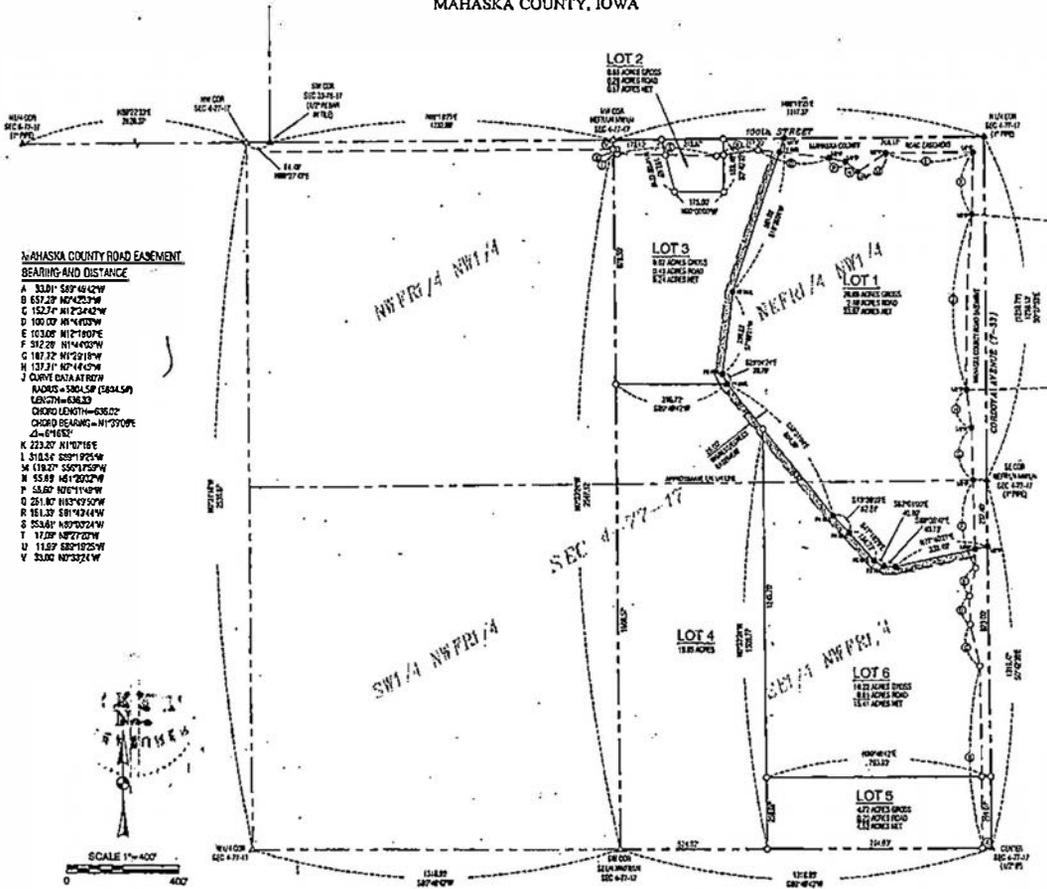
Exhibit B

Plat of Survey for Property B

See attached Final Plat Brand Subdivision recorded November 15, 2005, as Number 4481 in the Mahaska County, Iowa Recorder's Office.

J&J 5140/017 BRAND SUBDIVISION - SUB-DIVISION OF NE Fract/4 of NW 1/4 and SE 1/4 of The NW Fract/4 of Section 4 Township 77 North, Range 17 West of the 5th P.M.

FINAL PLAT BRAND SUBDIVISION MAHASKA COUNTY, IOWA



- MAHASKA COUNTY ROAD EASEMENT BEARING AND DISTANCE A 33.01' S89°44'29"W B 57.27' N04°23'39"W C 152.74' N12°34'42"W D 100.00' N14°40'39"W E 163.00' N12°18'07"E F 312.00' N11°44'02"W G 187.72' N1°32'18"W H 137.31' N0°44'40"W I CURVE DATA: RADIUS=580.54' (324.54') LENGTH=68.33' CHORD LENGTH=136.02' CHORD BEARING=N1°27'09"E Δ=91.652'

LEGEND: ▲ GOVERNMENT CORNER MONUMENT FOUND ▲ GOVERNMENT CORNER MONUMENT SET 120x30' REBAR W/ ORANGE PLASTIC ID CAP #7027 ● PARCEL OR LOT CORNER MONUMENT FOUND ○ SET 120x30' REBAR W/ ORANGE PLASTIC ID CAP #7027 () RECORDED AS CGA

DESCRIPTION: BRAND SUBDIVISION BRAND SUBDIVISION LYING IN THE NORTH-EAST FRACTIONAL QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 4, TOWNSHIP 77 NORTH, RANGE 17 WEST OF THE 5TH P.M., MAHASKA COUNTY, IOWA. SUBDIVISION CONTAINS 77.18 ACRES INCLUDING 4.80 ACRES OF PUBLIC ROAD EASEMENT.

Professional seal for Larry M. Neal, Licensed Professional Land Surveyor, No. 7037, Iowa. Includes a signature and date: Larry M. Neal, 12-10-05.

FILED FOR RECORD November 15, 2005 Entered for taxation this 9th at 8:01 o'clock A.M. No. 4481 FEE \$2200 day of December, 2005 Auditor's Fee \$500 Diane Upham Guntchen Recorder Kay Swanson County Auditor

STATE OF IOWA, MAHASKA COUNTY--as I hereby certify the foregoing survey and plat to be correct, to the best of my knowledge and belief.



Dale Craig Brand and Tana Jo Brand hereby certify the Final Plat of Brand Subdivision Township 77 North, Range 17 West of 5th P.M. as appears on this plat, is with the free consent and in accordance with the desire of the undersigned owner and proprietor thereof. Dated November 3 A.D. 2005 Dale Craig Brand Tana Jo Brand

STATE OF IOWA, MAHASKA COUNTY, ss. On this 3rd day of Nov. A.D. 2005, before me a Notary Public in and for said County appeared Dale Craig Brand and Tana Jo Brand to me personally known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution of the same to be their voluntary act and deed. Witness my hand and seal the date above written. Vickie Nikkel Notary Public

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered by and between Polk County, Iowa, a governmental subdivision organized under the laws of the State of Iowa (hereinafter referred to as “Polk County”) and Jasper County, Iowa, a governmental subdivision organized under the laws of the State of Iowa (hereinafter referred to as “Jasper County”) and hereinafter collectively referred to as “Party” or “Parties.”

WHEREAS, pursuant to Section 229.19 of the Iowa Code, a county board of supervisors shall appoint an individual to act as an advocate representing the interests of patients involuntarily hospitalized by the court; and

WHEREAS, on July 1, 2020 an Agreement was entered between Polk County, Iowa and Kelly Yeggy as Ms. Yeggy was appointed to serve as the Judicial Mental Health Advocate (hereinafter referred to as “JMHA”) for Polk, Jasper, and Marion Counties in accordance with Section 229.19 of the Iowa Code; and

WHEREAS, Polk County, Jasper County, and Marion County have determined the best interests of the counties are served by having one administrative source be responsible for receipt of revenues and payment for services of a shared Judicial Mental Health Advocate; and

WHEREAS, past and current Agreements entered-into by and between Polk County and Ms. Yeggy refer to agreements by and between Polk County, Jasper County, and Marion County regarding payments, administration, and oversight of the appointed Judicial Mental Health Advocate position; and

WHEREAS, Polk County and Jasper County desire to enter this Memorandum of Understanding to set forth the terms of payments, administration, and oversight of the appointed of the shared Judicial Mental Health Advocate; and

WHEREAS, Polk County, Iowa is exempt from the requirement to enter into a regional system and is its own region known as the Polk County Mental Health & Disability Services Region (hereinafter “Polk Region”); and

WHEREAS, Jasper County, Iowa is a member of the Central Iowa Community Services Region (hereinafter “CICS Region”); and

WHEREAS, Polk County, Jasper County, and Marion County have prescribed compensation for the appointed Judicial Mental Health Advocate and the applicable Mental Health and Disability Services Regions shall remit payments for the Advocate’s compensation.

NOW THEREFORE, the receipt and sufficiency of which are hereby acknowledged, the parties, intended to be legally bound, agree as follows:

1. **EFFECTIVE DATE & TERM.** This MOU shall be effective as of the date on which the final signature is affixed hereto. This MOU shall continue in force until terminated as set forth in Paragraph 5 below.
2. **POLK COUNTY RESPONSIBILITIES.**
 - a. Polk County shall establish and maintain an Agreement for Services with the JMHA, as appointed by the Polk County Board of Supervisors.

- b. The JMHA shall be a contracted at will employee of Polk County. Polk County shall ensure that the Agreement for Services with the JMHA shall comply the county responsibilities as set forth in Iowa Administrative Code Section 441—25.55.
- c. Polk County shall monitor the compliance of the JMHA with the terms of their agreement, and shall implement a quality assurance system as set forth in Iowa Administrative Rule 441—25.57. Polk County shall make recommendations to Jasper County as to assessments and areas in need of improvement for the JMHA position as needed.
- d. Polk County shall generate a bi-weekly payroll process for the JMHA and keep a detailed accounting of hours worked and paid time off (PTO) as supporting documentation.
- e. Expenses for job related training that have been approved by the Polk County Mental Health and Disability Services Region Administrator shall be submitted to Polk County for reimbursement.
- f. Polk County shall supply the Advocate with required office supplies and equipment.
- g. Polk County shall bill Jasper County, by way of the CICS Mental Health and Disability Services Region, an annual fee calculated upon the most recent population (as defined by Iowa Code Section 255C.55 (2023)) estimate of Jasper County. The fee beginning July 1, 2023 shall be \$9,113.00 and shall be directed towards the total Advocate salary and operations. The fee billed to Jasper County may be updated on an annual basis pursuant to population estimates and projected expenses.

3. **JASPER COUNTY RESPONSIBILITIES.**

- a. Jasper County shall abide by the terms and conditions set forth in the Agreement for Services signed between Polk County and the JMHA to comply with the requirements of Iowa Administrative Code Section 441—25 as applicable to the JMHA when the JMHA is performing work for Jasper County.
- b. Jasper County shall pay Polk County an annual fee calculated upon the most recent population (as defined by Iowa Code Section 255C.55 (2023)) estimate of Jasper County. The fee beginning July 1, 2023 shall be \$9,113.00 and shall be directed towards the total Advocate salary and operations. The fee billed to Jasper County may be updated on an annual basis pursuant to population estimates and projected expenses.
- c. Jasper County shall coordinate with the CICS Mental Health and Disability Services Region to ensure payment to Polk County.

4. **LIABILITY.** For purposes of establishing personal liability pursuant to Iowa Code Chapter 670, the JMHA shall be considered an agent or employee of Polk County when serving Polk County and an agent or employee of Jasper or Marion County when serving that respective county.

5. **TERMINATION.** Either party to this MOU may terminate this MOU without cause by giving sixty (60) days prior written notice of termination to the other Party. Notice shall be given to the person designated to receive such notice. This MOU additionally may be terminated at any time upon consent of both parties.

6. **AMENDMENT.** This MOU may be modified or amended at any time if the amendment is made in writing and is signed by both parties.

7. **SEVERABILITY.** If any provision of this MOU is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
8. **WAIVER.** The failure of either Party to enforce any provision of this MOU shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this MOU.
9. **COMPLIANCE WITH LAWS.** Each Party agrees that it will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of its obligations under this MOU.
10. **APPLICABLE LAW.** This MOU shall be governed by the laws of the State of Iowa.

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date on which the final signature is affixed hereto.

POLK COUNTY, IOWA

By: _____

Print Name: Tom Hockensmith

Title: Chair, Polk County Board of Supervisors

Date: _____

JASPER COUNTY, IOWA

By: _____

Print Name: _____

Title: _____

Date: _____

September 12, 2023

Tuesday, September 12, 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.

Motion by Cupples, seconded by Stevenson to adopt Resolution 23-76 replacing Resolution 22-05, a revised hiring Resolution for County Treasurer's Office Driver's License Examiner, Stacey Foreman-Cobbs.

YEA: STEVENSON, CUPPLES, TALSMA

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

Motion by Cupples, seconded by Stevenson to approve the suspension of taxes for 2022 tax year.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to approve a supplemental agreement adding construction services for F-48 W HMA resurfacing phase 1 project with Snyder & Associates in the amount of \$12,100.00.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Stevenson, seconded by Cupples to approve a supplemental agreement adding surveying and guardrail design to F-48 W HMA resurfacing phase 2 project with Snyder & Associates in the amount of \$10,100.00.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to approve Project BRS-C050(137)—60-50 plan.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to approve Liberty Avenue yard truck shed natural gas service agreement with Black Hills Energy in the amount of \$8,226.45.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to approve a supplemental agreement for final design on Project BROS-5110(602)—8J-50 Bridge F04 replacement with Calhoun-Burns Associates, Inc. in the amount of \$26,900.00.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Stevenson, seconded by Cupples to approve claims paid through September 12, 2023.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to approve Board of Supervisors minutes from September 5, 2023.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Stevenson, seconded by Cupples to enter into Closed 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.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Stevenson, seconded by Cupples to come out of Closed session.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to approve the contract for cyber security services.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Stevenson, seconded by Cupples to adjourn the Tuesday, September 12, 2023, meeting of the Jasper County Board of Supervisors.

YEA: STEVENSON, CUPPLES, TALSMA

Jenna Jennings, Auditor

Brandon Talsma, Chairman