



BOARD OF SUPERVISORS

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

Denny Stevenson

Doug Cupples

Brandon Talsma

April 23, 2024

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 – Engineer – Mike Frietsch**
 - a) FY2024 Secondary Roads Budget Amendment
- Item 2 Public Hearing – Engineer – Mike Frietsch**
 - a) Resolution for FY2024 County Five Year Road Plan
- Item 3 Engineer – Mike Frietsch**
 - a) Award of Contract to Manatt's for HMA Resurfacing with Milling of E 142nd St S, South of S 12th Ave E
 - b) Approval of Quote for Snap-Tite Culvert Liners for Lining Four (4) Existing Culvert Pipes under F-48 W between South Skunk River Bridge and IA-117
- Item 4 Elderly Nutrition – Kelli Van Manen**
 - a) Aging Resources of Central Iowa FY24-25 Contract
- Item 5 Conservation – Keri VanZante**
 - a) MOU Agreement between Jasper County, Iowa and Iowa Department of Agriculture and Land Stewardship (IDALS)
- Item 6 Hilltop Estates Urban Renewal Plan**
 - a) Resolution to Ratify and Confirm Changes Made to the Hilltop Estates Urban Renewal Plan and the Notice of Public Hearing for the Development Agreement with Platinum Development Co., L.L.C.
- Item 7 Resolution Approving Transfer Order 1518**
- Item 8 Approval of Claims Paid through 04/23/2024**
- Item 9 Approval of Board of Supervisors Minutes for April 16, 2024**
- Item 10 Board Appointments**

PUBLIC INPUT & COMMENTS

After Regular Meeting
Work Session

Iowa Department of Transportation SECONDARY ROADS BUDGET

County: Jasper County
Fiscal Year: 2024
Version: 1

COUNTY CERTIFICATION	
This Secondary Road Budget was adopted by the Board of Supervisors on _____	_____
	Date
ATTESTED	
_____ County Auditor	_____
	Date
_____ County Engineer	_____
	Date
_____ Chairperson, Board of Supervisors	_____
	Date
IOWA DOT BUDGET APPROVALS	
Recommended Approval: _____ OLS Reviewer	_____
	Date
Approval: _____ Director of Local Systems	_____
	Date

SECONDARY ROADS BUDGET

		Actual Receipts Prior Years		Estimated Receipts	
		2 nd Prior	1 st Prior	Current	Next
		FY 2021	FY 2022	FY 2023	FY 2024
1. County Auditor's Beginning Balance		\$4,012,254.02	\$7,279,479.72	\$8,902,978.03	\$9,258,365.89
Receipts from Property Tax Levies	0.00000 Dollars on all taxable property in county except on property within cities and towns. (Max. \$3.00375)	\$3,477,143.02	\$3,079,845.07	\$3,696,037.52	\$3,950,753.26
	0.00000 Dollars on all taxable property in the county. (Max. \$0.16875)				
2A. Local Option Sales Tax		\$0.00	\$150,000.00	\$493,600.00	\$272,700.00
3. Regular Road Use Tax Received	(Doesn't include transfer of local R.U.T. to FM account for const. on FM routes)	\$5,669,653.04	\$5,609,642.10	\$5,732,824.88	\$5,338,183.00
3b. Amount for 306.4(a3)	(Senate File 451 - FM Ext. in City <=500)	\$42,289.46	\$38,846.43	\$38,300.16	\$36,156.00
3c. Time 21		\$809,525.12	\$699,789.89	\$661,235.32	\$651,881.00
4. RISE Funds		\$0.00	\$0.00	\$0.00	\$0.00
5. FA Bridge Replacement Funds		\$13,628.39	\$0.00	\$0.00	\$0.00
5a. SWAP Bridge Replacement Funds		\$0.00	\$0.00	\$0.00	\$0.00
6. Proposed transfer of FM funds to Local Secondary Fund.(Section 309.10)		\$0.00	\$0.00	\$0.00	\$0.00
7. Tax Refunds (-) and/or Credits (+).(Section 309.10 - Code of Iowa)		\$0.00	\$0.00	\$0.00	\$0.00
8. Miscellaneous Receipts <i>Donations, sale of used materials, Special Assessments, etc</i> <i>Itemized for 2024</i>	Culvert, Bridge and Sign Damage Reimbursements				\$1,150.00
	Dust Control, Jury Duty and Maps				\$19,500.00
	Fuel Dividends and Usage Reimbursement				\$122,935.00
	Miscellaneous/Rock Reimb.				\$51,275.00
	Permits				\$50,500.00
	All Other	\$950,145.35	\$125,757.23	\$259,721.02	\$265,708.00
9. Total Miscellaneous Receipts		\$950,145.35	\$125,757.23	\$259,721.02	\$511,068.00
10. TOTAL RECEIPTS		\$14,974,638.40	\$16,983,360.44	\$19,784,696.93	\$20,019,107.15
11. Road Use Tax Funds or other local funds not transferred to Secondary Roads to be transferred to FM fund for construction.		0	0	\$0.00	\$0.00

SECONDARY ROADS BUDGET

	Actual Expenditures Prior Years		Estimated Expenditures	
	Prior 2	Prior 1	Current	Next
	FY 2021	FY 2022	FY 2023	FY 2024
70X * Administration and Engineering				
700 Administration Expenditures	\$226,071.48	\$291,958.89	\$343,752.85	\$374,865.00
701 Engineering Expenditures	\$519,871.45	\$436,608.17	\$364,484.27	\$452,048.00
TOTAL ADMINISTRATION AND ENGINEERING	\$745,942.93	\$728,567.06	\$708,237.12	\$826,913.00
020* Construction				
Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads <i>(With other than FM funds --See Accomplishment Year projects)</i>	\$80,660.79	\$559,266.06	\$535,296.66	\$584,961.00
71X* Roadway Maintenance				
710 Bridges and Culverts (420, 430)	\$401,006.38	\$348,786.69	\$375,545.41	\$367,987.00
711 Roads (4250, 460, 480)	\$3,761,322.28	\$3,217,802.50	\$3,587,873.76	\$4,771,853.00
712 Snow and Ice Control (520)	\$590,811.32	\$366,977.79	\$513,409.09	\$607,853.00
713 Traffic Controls (590)	\$243,706.44	\$226,902.97	\$227,883.95	\$263,953.00
714 Road Clearing (490)	\$301,915.56	\$361,677.31	\$305,326.42	\$373,571.00
TOTAL ROADWAY MAINTENANCE	\$5,298,761.98	\$4,522,147.26	\$5,010,038.64	\$6,385,217.00
72X * General Roadway				
720 New Equipment (610)	\$0.00	\$510,325.04	\$2,272,827.18	\$1,142,700.00
721 Equipment Operations (620, 630, 650)	\$1,372,188.48	\$1,549,911.20	\$1,513,158.46	\$1,935,173.00
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$178,560.98	\$138,475.44	\$372,406.61	\$170,740.00
723 Real Estate and Buildings (800)	\$19,043.52	\$71,690.35	\$114,366.37	\$833,392.00
TOTAL GENERAL ROADWAY	\$1,569,792.98	\$2,270,402.03	\$4,272,758.62	\$4,082,005.00
TOTAL EXPENDITURES (70X + 020 + 71X + 72X)				
	\$7,695,158.68	\$8,080,382.41	\$10,526,331.04	\$11,879,096.00
County Auditor's balance at end of fiscal year	\$7,279,479.72	\$8,902,978.03	\$9,258,365.89	\$8,140,011.15
TOTAL (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]	\$14,974,638.40	\$16,983,360.44	\$19,784,696.93	\$20,019,107.15

2024 County Five Year Program Resolution 0.1

Jasper County Secondary Roads

Unforeseen circumstances have arisen since adoption of the approved Secondary Road Five Year Program and previous revisions, requiring changes to the sequence, funding, and timing of the proposed work plan.

The Board of Supervisors of Jasper County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends modification of the following project(s) in the accomplishment year (State Fiscal Year 2024), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050.

The following projects shall be MODIFIED as follows:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Modifications	Total
L-C050(E142S)--73-50 HMA Resurfacing - E 142nd St S 52882	On E 142nd St S, from S 12th Ave E S 0.4 miles to End of Road	11 0.400 miles	366 HMA Paving Local	Project Number updated removed 280,000 Local dollars from 2024	\$160,000
FM-C050(139)--55-50 HMA Resurfacing - Poplar Ave 52709	On Poplar Ave, from 1487' E of W 116th St E 0.7 miles to Prairie City CL	200 0.700 miles 601985	366 HMA Paving FM	removed 600,000 FM dollars from 2024 added 600,000 FM dollars to 2025	\$600,000
FM-C050(138)--55-50 HMA Resurfacing - Quicksilver Ave 52710	On Quicksilver, from 1500' E of IA 163 SE 1.3 miles to Monroe CL	49 1.300 miles	366 HMA Paving FM	removed 975,000 FM dollars from 2024 added 975,000 FM dollars to 2025	\$975,000
FM-C050(140)--55-50 Pavement Improvements - E 125th St N 37407	On E 125TH ST N, from US Hwy 6 N 1.6 miles to N 39th Ave E	122 1.600 miles	364 Bituminous Seal Coat FM	removed 600,000 FM dollars from 2024 added 600,000 FM dollars to 2025	\$600,000
BROS-5110(602)--8J-50 Bridge Replacement - F04 49766	In the city of Mingo, On N E ST, Over SMALL NATURAL STREAM, from E Main St N 0.2 miles S3 T80 R21 City Bridge Funds awarded for this project. Maximum reimbursable limit is set at \$1,500,000.	344 0.000 miles 198462	320 Bridges FA	removed 1,500,000 FA dollars from 2024 added 1,500,000 FA dollars to 2025	\$1,500,000
FLAP-C050(133)--6L-50 Pavement Improvements - W 129th St S and S 96th Ave W 52885	W 129TH ST S from IA 163 S 2.4 miles to S 96th Ave W and S 96th Ave W from W 129th St S E 2 miles to Pacific St	26 4.400 miles	364 Bituminous Seal Coat FA	removed 1 FA dollars from 2024 added 1 FA dollars to 2025	\$1

Fund	Accomplishment Year		
	Previous Amount	New Amount	Net Change
Local	\$870,000	\$590,000	\$-280,000
Farm-to-Market	\$3,810,000	\$1,635,000	\$-2,175,000
Special	\$0	\$0	\$0
SWAP	\$320,000	\$320,000	\$0
Federal Aid	\$9,520,001	\$8,020,000	\$-1,500,001
Totals	\$14,520,001	\$10,565,000	\$-3,955,001

Recommended

County Engineer

Date

Approved

Chair Board of Supervisors

Date

Attested

I, _____, Auditor in and for Jasper County, Iowa, do hereby certify the above and foregoing to be a true and exact copy of a resolution passed and approved by the Board of Supervisors of Jasper County, Iowa, at its meeting held on the _____ day of _____, _____.

County Auditor

L-C050(E142S)--73-50

Jasper County

Bid Tabulation

Project Award Amount: \$0.00

Route: E 142nd St S

Location:

Work Type: HMA Resurfacing with Milling

Letting Date: 4/17/2024 02:00 PM

Late Start Date: 6/3/2024

Contract Period: 60 Work Days

Award Recommendation: MANATT'S, INC.

Rank	Contractor	Total Bid	Percent of Estimate	% Over Low Bid
1	MANATT'S, INC.	\$157,436.78	130.62%	0.00%
2	INROADS, LLC.	\$166,166.00	137.86%	5.54%

L-C050(E142S)--73-50

Jasper County

Bid Tabulation

				Engineer's Estimate		MANATT'S, INC. 1775 OLD HIGHWAY 6 BROOKLYN, IA 52211-0535		INROADS, LLC. 4761 NE 20TH LANE DES MOINES, IA 50313	
Item Number/Description	Quantity	Units	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
1. 2212-0475095 CLEANING AND PREPARATION OF BASE	0.4	MILE	\$1,000.00	\$400.00	\$3,500.00	\$1,400.00	\$1,000.00	\$400.00	
2. 2212-5070330 PATCHES BY COUNT (REPAIR)	12	EACH	\$339.25	\$4,071.00	\$1,535.00	\$18,420.00	\$700.00	\$8,400.00	
3. 2214-5145150 PAVEMENT SCARIFICATION	4,863.000	SY	\$4.00	\$19,452.00	\$3.35	\$16,291.05	\$3.10	\$15,075.30	
4. 2303-1033500 HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COU...	703.800	TON	\$60.00	\$42,228.00	\$63.35	\$44,585.73	\$81.50	\$57,359.70	
5. 2303-1258283 ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	45.40	TON	\$570.00	\$25,878.00	\$550.00	\$24,970.00	\$560.00	\$25,424.00	
6. 2303-6911000 HOT MIX ASPHALT PAVEMENT SAMPLES	1.00	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$253.00	\$253.00	
7. 2528-2518000 SAFETY CLOSURE	2	EACH	\$500.00	\$1,000.00	\$235.00	\$470.00	\$275.00	\$550.00	
8. 2528-8445110 TRAFFIC CONTROL	1.00	LS	\$4,000.00	\$4,000.00	\$2,335.00	\$2,335.00	\$4,000.00	\$4,000.00	
9. 2529-8174010 SUBBASE (PATCHES)	900.0	SY	\$15.00	\$13,500.00	\$47.35	\$42,615.00	\$53.56	\$48,204.00	
10. 2533-4980005 MOBILIZATION	1.00	LS	\$9,000.00	\$9,000.00	\$5,350.00	\$5,350.00	\$6,500.00	\$6,500.00	
Contract Totals					\$120,529.00	\$157,436.78		\$166,166.00	
Percent of Estimate					100.00%	130.62%		137.86%	

BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: L-C050(E142S)--73-50

Type of Work: HMA Resurfacing with Milling

System: Local

Miles: 0.340

Location and Description : E 142nd St S:

See attached plans for project details.

Proposal of: Manatt's Inc.
Name of Bidder
3216 Hwy 574 S
Street Address
Newton IA 50208
City State Zip Code
42-137409
Federal Tax I.D. Number
641-792-7510 jasaas@manatts.com
Phone Fax Email

The bidder hereby certifies that no other principal is involved in or has an interest in this proposal; that the bidder has thoroughly examined the plans and specifications and this contract form and is aware of the provisions contained herein; that the bidder has examined the site of the work and understands that the quantities of work required by the plans and specifications are approximate only and are subject to increases and decreases; that the bidder understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein; that the bidder proposes to timely furnish the specified material in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently complete this project by the time specified; that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Iowa Code Section 314.2; that the bidder has made no agreement with any supplier of motor fuel or special fuel which will result in a violation of Iowa Code Section 452A.17(8).

If this bid is accepted, Bidder agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached, to perform the work on a "force-account basis" as provided in the specifications; to execute the formal contract within thirty days of the date of approval for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages, which shall accrue at the daily rate specified below, for each additional working day the work remains uncompleted; and to furnish a performance bond in an amount equal to the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

Work Days	Date Type	Date	Liquidated Damages Per Day
60	Late Start Date	6/3/2024	\$500.00

Proposal Guaranty: \$0.00

Enclosed herewith is a certified check, credit union share draft, Cashier's Check, bank draft on a solvent bank or a bid bond in the penal sum shown in the contract document as a proposal guaranty. It is understood by bidder that the said guaranty document shall be retained by the Contracting Authority as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

The signing of this Bid Document shall serve as an unsworn declaration that, I (the owner, partner, President, other corporate officer, or an authorized representative) hereby certify under penalty of perjury under the laws of the United States and the State of Iowa that I have read, understand, and accept the Bidding Certifications and other provisions contained in this Proposal Notice.

[Signature] 4/17/24
Signature Date

Signature Date

Date of Letting: Wednesday, April 17, 2024, 02:00 PM, Engineer's Office, Newton, Iowa

Attest: Jenna Jennings, County Auditor Date

SCHEDULE OF PRICES -- PROPOSAL
Jasper County, Iowa -- Project L-C050(E142S)--73-50

Type of work : HMA Resurfacing with Milling

UNIT PRICES AND EXTENDED AMOUNTS MUST BE TYPED OR SHOWN IN INK OR THE BID WILL BE REJECTED.

Bidder shall show unit price and extension for each item and total for each division.

Item Number	Description	Units	Quantity	Unit Price	Total
Estimated Quantities					
1. 2212 - 0475095	CLEANING AND PREPARATION OF BASE	MILE	0.4	3,500 ⁰⁰	1,400 ⁰⁰
2. 2212 - 5070330	PATCHES BY COUNT (REPAIR)	EACH	12	1,535 ⁰⁰	18,420 ⁰⁰
3. 2214 - 5145150	PAVEMENT SCARIFICATION	SY	4863.000	3 ³⁵	16,291 ⁰⁵
4. 2303 - 1033500	HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	TON	703.800	63 ³⁵	44,585 ⁷³
5. 2303 - 1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	TON	45.40	550 ⁰⁰	24,970 ⁰⁰
6. 2303 - 6911000	HOT MIX ASPHALT PAVEMENT SAMPLES	LS	1.00	1,000 ⁰⁰	1,000 ⁰⁰
7. 2528 - 2518000	SAFETY CLOSURE	EACH	2	235 ⁰⁰	470 ⁰⁰
8. 2528 - 8445110	TRAFFIC CONTROL	LS	1.00	2,335 ⁰⁰	2,335 ⁰⁰
9. 2529 - 8174010	SUBBASE (PATCHES)	SY	900.0	47 ³⁵	42,615 ⁰⁰
10. 2533 - 4980005	MOBILIZATION	LS	1.00	5,350 ⁰⁰	5,350 ⁰⁰
Total Bid					157,436 ⁷⁸

The County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2023, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

Addendum 1

L-C050(E142S)--73-50

Jasper County

4/17/2024 02:00 PM

Type of Work: HMA Resurfacing with
Milling

System: Local

Miles: 0.340

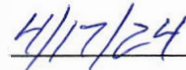
Addendum Details

Clarification on Bid Item 9. 2529-8174010 Subbase (Patches) - HMA Base Course asphalt, as shown in the full depth patches detail, is incidental to this item.

The Responsibility for notifying potential subcontractors or suppliers lies with the proposal holder.



Signature



Date

Addendum must be signed and attached to Proposal or the bid will be rejected.



BID BOND

SOLICITATION NUMBER: 464220

KNOW ALL PERSONS BY THESE PRESENTS: That we, Manatt's, Inc. (Company Name)

of Brooklyn, IA (City, State)

as principal, and the Merchants Bonding Company (Mutual) (Surety)

of 6700 Westown Parkway, West Des Moines, IA 50266 (Address)

as Surety, are held and firmly bound unto the Iowa Department of Transportation and to the State of Iowa, or Municipality as defined in Iowa Code, Section 73A.1 as applicable, hereinafter defined as Obligee, to the percent of the submitted lump sum price shown in the solicitation documents of the specified project, by which payment by said principal and surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the principal is herewith submitting his/her or its sealed solicitation for: Proposal Guaranty \$0

County Jasper

Type of Work Project Number: L-C050(E142S)-73-50 HMA Resurfacing with Milling

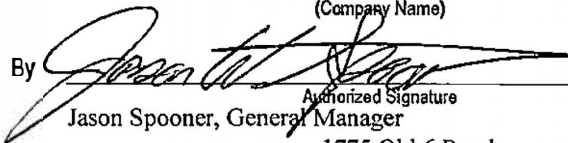
Solicitation Due Date April 17, 20 24

NOW THEREFORE, if the said solicitation or proposal submitted by said principal be accepted, and the principal be awarded a contract with the Obligee in accordance with the terms of such solicitation, and give such bond as may be specified in the solicitation or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall become null and void or in the event of the failure of the principal to enter such contract and give such bond, the principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

IN WITNESS WHEREOF, the principal and surety have caused these presents to be signed this 17th day of April, 20 24

Manatt's, Inc.

Principal
(Company Name)

By 

Authorized Signature
Jason Spooner, General Manager
1775 Old 6 Road
Brooklyn, IA
Address

Merchants Bonding Company (Mutual)
Surety

By 
Authorized Surety Representative
E Marie Burmahl Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Bond #: 464220

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

E Marie Burmahl

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

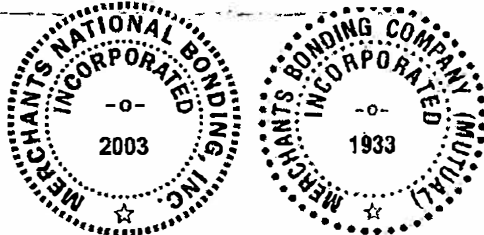
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 17th day of April, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 17th day of April, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

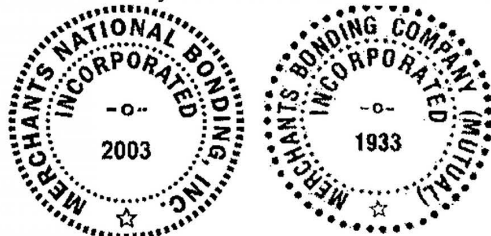


Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of April, 2024.



William Warner Jr.
Secretary

MERCHANTS
BONDING COMPANYTM

MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants Bonding Company (Mutual) ("Merchants") deems the digital or electronic image of Merchants' corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS BONDING COMPANY (MUTUAL)



By:

Larry Taylor

Larry Taylor, President

Addendum 1

L-C050(E142S)--73-50

Jasper County

4/17/2024 02:00 PM

Type of Work: HMA Resurfacing with
Milling

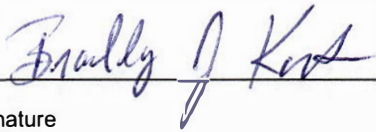
System: Local

Miles: 0.340

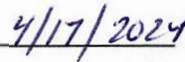
Addendum Details

Clarification on Bid Item 9. 2529-8174010 Subbase (Patches) - HMA Base Course asphalt, as shown in the full depth patches detail, is incidental to this item.

The Responsibility for notifying potential subcontractors or suppliers lies with the proposal holder.



Signature



Date

Addendum must be signed and attached to Proposal or the bid will be rejected.

BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: L-C050(E142S)--73-50

Type of Work: HMA Resurfacing with Milling

System: Local

Miles: 0.340

Location and Description : E 142nd St S:

See attached plans for project details.

Proposal of: INROADS LLC
Name of Bidder
47601 NE 80TH LANE
Street Address
DES MOINES IA 50313
City State Zip Code
82-1949617
Federal Tax I.D. Number
515.348.8148 info@inroads paving.com
Phone Fax Email

The bidder hereby certifies that no other principal is involved in or has an interest in this proposal; that the bidder has thoroughly examined the plans and specifications and this contract form and is aware of the provisions contained herein; that the bidder has examined the site of the work and understands that the quantities of work required by the plans and specifications are approximate only and are subject to increases and decreases; that the bidder understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein; that the bidder proposes to timely furnish the specified material in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently complete this project by the time specified; that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Iowa Code Section 314.2; that the bidder has made no agreement with any supplier of motor fuel or special fuel which will result in a violation of Iowa Code Section 452A.17(8).

If this bid is accepted, Bidder agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached, to perform the work on a "force-account basis" as provided in the specifications; to execute the formal contract within thirty days of the date of approval for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages, which shall accrue at the daily rate specified below, for each additional working day the work remains uncompleted; and to furnish a performance bond in an amount equal to the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

Work Days	Date Type	Date	Liquidated Damages Per Day
60	Late Start Date	6/3/2024	\$500.00

Proposal Guaranty: \$0.00

Enclosed herewith is a certified check, credit union share draft, Cashier's Check, bank draft on a solvent bank or a bid bond in the penal sum shown in the contract document as a proposal guaranty. It is understood by bidder that the said guaranty document shall be retained by the Contracting Authority as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

The signing of this Bid Document shall serve as an unsworn declaration that, I (the owner, partner, President, other corporate officer, or an authorized representative) hereby certify under penalty of perjury under the laws of the United States and the State of Iowa that I have read, understand, and accept the Bidding Certifications and other provisions contained in this Proposal Notice.

[Signature] 4/17/24
Signature Date

Signature Date

Date of Letting: Wednesday, April 17, 2024, 02:00 PM, Engineer's Office, Newton, Iowa

Attest: Jenna Jennings, County Auditor Date

SCHEDULE OF PRICES -- PROPOSAL
Jasper County, Iowa -- Project L-C050(E142S)--73-50

Type of work : HMA Resurfacing with Milling

UNIT PRICES AND EXTENDED AMOUNTS MUST BE TYPED OR SHOWN IN INK OR THE BID WILL BE REJECTED.

Bidder shall show unit price and extension for each item and total for each division.

Item Number	Description	Units	Quantity	Unit Price	Total
Estimated Quantities					
1. 2212 - 0475095	CLEANING AND PREPARATION OF BASE	MILE	0.4	1000 ⁰⁰	400 ⁰⁰
2. 2212 - 5070330	PATCHES BY COUNT (REPAIR)	EACH	12	700 ⁰⁰	8400 ⁰⁰
3. 2214 - 5145150	PAVEMENT SCARIFICATION	SY	4863.000	3 ¹⁰	15075 ³⁰
4. 2303 - 1033500	HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	TON	703.800	81 ⁵⁰	57359 ⁷⁰
5. 2303 - 1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	TON	45.40	560 ⁰⁰	25424 ⁰⁰
6. 2303 - 6911000	HOT MIX ASPHALT PAVEMENT SAMPLES	LS	1.00	253 ⁰⁰	253 ⁰⁰
7. 2528 - 2518000	SAFETY CLOSURE	EACH	2	275 ⁰⁰	550 ⁰⁰
8. 2528 - 8445110	TRAFFIC CONTROL	LS	1.00	4000 ⁰⁰	4,000 ⁰⁰
9. 2529 - 8174010	SUBBASE (PATCHES)	SY	900.0	53 ⁵⁰	48,204 ⁰⁰
10. 2533 - 4980005	MOBILIZATION	LS	1.00	6,500 ⁰⁰	6,500 ⁰⁰
Total Bid				6,500⁰⁰	6,500⁰⁰
				\$166,166⁰⁰	

The County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2023, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.



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



SNAP-TITE (PIPE ONLY)

Quote

To
Micheal Frietsch, PE
Jasper County Engineer
910 N 11th Ave E
Newton, IA 50208-1866

Quote Date: 4/17/2024
Quote Valid Until: 5/17/2024
Issued By: Ben Maxwell
Denco Contact: 515-460-0195

Snap-Tite Culvert Liners - PIPE ONLY

OPTIONAL - WPCT Shrink Wrap (100 LF Roll) \$1,255.00

LINER SIZE	QUANTITY (LF)	UNIT PRICE	SUBTOTAL
22" OD Snap-Tite (24' sticks)	408	\$71.53	\$29,184.24
22" OD Snap-Tite (9' sticks)	9	\$99.50	\$895.50
			SUBTOTAL \$30,079.74

ADDITIONAL COSTS:

Freight \$3,500.00

GRAND TOTAL \$33,579.74

Please forward an Iowa Sales Tax Exemption Certificate for the project upon acceptance.


4-17-24

 DENCO SIGNATURE DATE

 AUTHORIZED BY DATE

Attest: Jenna Jennings, County Auditor

PART I: CONDITIONS APPLICABLE TO ALL NUTRITION CONTRACTS

Section 1.0 SCOPE OF SERVICE

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

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

Section 3.0 Contract Amount

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

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

Section 4.0 Designation of Project Manager

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

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

Section 5.0 Personnel and Subcontracting

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

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

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

Section 6.0 Performance Standards

- 6.1 The Contractor shall maintain records supporting units of service reported to the Area Agency in a form prescribed or approved by the Area Agency.
- 6.2 If one or more of the following conditions are discovered to be present the Area Agency may give written notice to the Contractor of the specific item of substandard performance.
- 1 - a variance of 10% or more between the services performed and the expected level of service for the portion of the year which has passed,
 - 2 - excessive use of funds,
 - 3 - unsatisfactory performance or service
- 6.3 Correction of Performance - Within ten (10) working days of receipt of a correction notification, the Contractor will present a plan for corrective action including the date on which results of the corrective action may be expected, or to present reasons for modification of the goals or performance standards. Within ten (10) working days of the receipt by the Area Agency of the corrective action plan, the Area Agency shall approve or disapprove the plan.
- 6.4 Area Agency shall provide technical assistance as appropriate to meet the guidelines and mandates of this contract.
- 6.5 The Contractor shall perform a consumer satisfaction survey on an annual basis. The survey and the results will be made available to the Area Agency within the first five (5) months of the contract. See attached procedures.

Section 7.0 Program Reporting

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

Meals, Homemaker, Nutrition Education, Personal Care, and Transportation.

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

Section 8.0 Targeting of Services

- 8.1 The Contractor shall maintain a plan to target services to those with the greatest economic and social need, with special attention to minorities, low income, and low income minority individuals as defined by the Area Agency.
- 8.2 Contractors will also use outreach efforts that will identify individuals eligible for assistance with special emphasis on:
- older individuals residing in rural areas,
 - those with severe disabilities,
 - older individuals with limited English proficiency
 - individuals with Alzheimer's disease and related disorders
 - people at risk for institutional placement

The plan shall be implemented throughout the contract period.

- 8.3 The targeting plan shall include a narrative of the Contractor's plans for serving needs of target population groups and a projection of the number of persons age 60 and over who will be served in each of the following target groups:
- 1 -minority (contractors must project serving minority individuals)
 - 2 -low income - defined as Federal Poverty Level, (contractors must project serving low income individuals)
 - 3 -low income minority.
- 8.4 Each month Supportive Services Contractors will report to the Area Agency the new unduplicated persons served who are age 60 and over and who are in each target group.
- 8.5 The Area Agency will monitor and evaluate the implementation of the targeting plan in the regular contract review process. Contract funds may be withheld and corrective action required if the Contractor fails to make progress in implementing the targeting plan.
- 8.6 The Contractor shall make specific efforts to identify older Native Americans if there is a significant population living in its service area and inform such persons of services available under the Older Americans Act. All efforts and the result shall be documented in writing.

- 8.7 The Contractor will acknowledge the Area Agency as a funding source whenever promoting the program whether in writing or verbally.
- 8.8 Because the funds received in this contract are to be targeted to older adults in the greatest need, when targeting funds, contractors should consider whether there are other available funding sources. This consideration is not means-testing, which is prohibited. Rather, it is a prudent way of using all available funding sources to help older adults.
- Medicare and Medicaid are entitlement programs which means that eligible individuals have a legal right to receive covered services.
 - Older Americans Act (OAA) programs are not entitlement programs.
 - Medicare, Medicaid, or other insurance providers cannot require nor direct that an individual must be given services funded by the OAA.
 - If Medicare, Medicaid, or other insurances are available to a consumer for a service, contractors should use those funds before using discretionary OAA funds.

Section 9.0 Funding and Method of Payment

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

- 9.5 For all contracts, the final payment of contract funds will be made only after all reports for the contract period have been submitted and approved.

Section 10.0 Confidentiality And Program Income

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

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

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

Section 11.0 Obligation of Funds, Accounting Records, and Audits

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

Assistance (CFDA) which relates to any federal funds in their contract with the Area Agency. This information is necessary to determine the laws and regulations which apply to the contract as well as assessing compliance.

U.S. Department of Health and Human Services as passed through the Iowa Department on Aging and Aging Resources of Central Iowa.

Special Programs for the Aging - Title III	<u>CFDA Number</u>
Part B - Grants for Supportive Services & Senior Citizens	93.044
Part C - Nutrition Services	93.045
Part D - Disease Prevention & Health Promotion Services	93.043
Part E - Caregiver Support	93.052
Nutrition Services Incentive Program (NSIP)	93.053

- 11.9 The Area Agency and/or representatives of governmental bodies providing funding shall have free access to all facilities and personnel of or contracted by the Contractor during regular business hours for the purpose of monitoring and evaluating the performance of the services of the Contractor set forth in this Agreement.
- 11.10 Retention of Records – All records in the possession of the Contractor pertaining to this Agreement shall be retained by the Contractor for a period of five (5) years from the end of the contract period. All records shall be retained beyond the five (5) year period if audit findings have not been resolved within that period. Records for nonexpendable property acquired under this Agreement shall be retained for a five (5) year period after the final disposition of property.
- 11.11 If the Contractor is a tax-exempt non-profit organization under IRS Code Section 501(c)(3), the Contractor will provide the Area Agency with a complete copy of its annual IRS Form 990. In accordance with IRS regulations, the copy must include all information furnished to the IRS on Form 990 as well as all schedules, attachments and supporting documents.

Section 12.0 Duration of Contract

- 12.1 Duration of Contract - The Contractor agrees to provide the services described in the Scope of Service during the contract period identified on the cover page of this Agreement.
- 12.2 Termination for Cause - The Area Agency may terminate or modify this Agreement in whole or in part, at any time before the date of completion, whenever the Area Agency determines that the Contractor has failed to comply with the conditions of the Agreement. The Area Agency shall promptly notify the Contractor in writing of the determination and reasons for the termination, together with the effective date, which shall be at least thirty (30) days after such

notice. If the Area Agency deems the conditions of noncompliance to be so serious that the thirty (30) day notice is impossible, impractical, or detrimental to the well-being of the Area Agency or recipients or participants, the thirty (30) day notice is not required. Payments made to the Contractor or recoveries by the Area Agency under Agreements terminated for cause shall be in accord with legal rights and liabilities of the parties. The Contractor may appeal a termination for cause, using the Area Agency grievance procedure for service provider or Contractor.

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

Section 13.0 Insurance and Benefits

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

Section 14.0 Property Acquisition, Inventory and Maintenance

- 14.1 Property Acquisition - Property or equipment provided by the Area Agency for use of the Contractor and any property or equipment purchased utilizing federal or state funds under this Agreement shall remain the property of the Area Agency, unless specifically stated otherwise in writing by the Area Agency.

- 14.2 Property Inventory - An inventory of property provided by the Area Agency to the Contractor for use during the duration of this Agreement shall be maintained by the Contractor. The Contractor will maintain a perpetual inventory of all property and equipment purchased under this Agreement, a list of such property, except in kind Contractor property, as it is acquired. Property provided by the Area Agency or property purchased under this Agreement may not be disposed of by the Contractor without written authorization of the Area Agency.
- 14.3 Property Maintenance - Property and equipment acquired by the Contractor under Section 14.1 of this Agreement shall be utilized, maintained and accounted for in accordance with the provisions of this Agreement and in such a way as to allow ordinary wear and tear. Such property and equipment will be safeguarded and insured by the Contractor and any property or equipment lost, stolen or otherwise destroyed shall be replaced with comparable property or value by the Contractor.
- 14.4 Any facility housing a service will fully comply with all current federal, state or local health, fire, safety, sanitation, accessibility and licensure requirements.

Section 15.0 Nondiscrimination

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

Section 16.0 Grievance Procedures

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

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

No officer, member or employee of either party, and no public official of the governing body of the locality in which the project is situated or being carried out, who exercises any function or responsibilities to review or approve the project, shall participate in any decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 18.0 Assignment of Interest

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

Section 19.0 Litigation - Hold Harmless

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

Section 20.0 Disaster Responsiveness

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

Section 21.0 Applicable Laws and Regulations

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

1. The Older Americans Act of 1965, as amended.
2. Office of Management and Budget (OMB) Uniform Guidance -- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
3. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112, Nondiscrimination on the basis of handicap)
4. Title VI and VII of the Civil Rights Act of 1964 (Public Law 88-352, relating to nondiscrimination on the basis of race, color, religion, sex, age, disability or national origin)
5. Federal Freedom of Information Act 5 USC 552
6. The Code of Iowa -- Chapter 231
7. Iowa Administrative Code -- Chapter 17
8. Fair Labor Standards Act of 1938, as amended
9. Drug-Free Workplace Act of 1988 (Omnibus Drug Initiative Act of 1988)
10. Age Discrimination in Employment Act
11. Americans with Disabilities Act
12. Family Leave Act

Section 22.0 Promotion of Services

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

Section 24.0 Prohibition of Solicitation

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

Section 25.0 Amendment or Modification of this Document

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

Section 26.0 Agreement Coverage

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

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

P/Contract Management: Part II Conditions Standard to all Title III & Aging Programs Contracts Updated 4/2020
Updated 7/17/2023

FY25 Nutrition Services Budget, Clients, & Units of Service

Contractor: Jasper County Elderly Nutrition

Revenues	Budget
Title III C-1 Congregate	\$ 20,000
Title III C-2 HD	\$ 100,000
NSIP (USDA) Cash	\$ 48,750
Local Public Funds	\$ 331,271
Other Local Funds	\$ 15,000
Contributions-Cong	\$ 20,000
Contributions-HD	\$ 100,000
Total	\$ 635,021

Award: \$120,000

**NSIP will be \$0.65 per meal for FY25 will fill automatically after total eligible meals are calculated*

Expenditures	Budget
Personnel & Fringes	\$ 383,312
Premise Expenses	\$ 9,882
Travel/Training/Mtgs	\$ 43,941
Equipment	\$ -
Supplies	\$ 912
Contractual	\$ 1,765
Food Cash	\$ 194,118
Other Costs	\$ 1,091
Indirect Costs	\$ -
Total	\$ 635,021

*Total Revenues
must equal
Total Expenditures*

Meals to Be Provided	Congregate	Home-Delivered	Total
Eligible Meals	10,000	65,000	75,000
Cost per meal	\$8.47	\$8.47	\$ 8.47

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

**AGING RESOURCES OF CENTRAL IOWA
 FY 2025 - 2026 CONTRACT AWARD
 (July 1, 2024 - June 30, 2026)**

CONTRACTOR:

Jasper County Board of Supervisors

SERVICE(S):

Title III / ES: Nutrition

Aging Resources'

Award

\$120,000

This Agreement is made and entered into as a two (2) year contract between Aging Resources of Central Iowa, hereinafter referred to as the "Area Agency" and the agency shown above, hereinafter referred to as the "Contractor." Contractor will comply with all current federal, state, and local health, fire, safety, sanitation, accessibility, and licensure requirements.

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

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

In witness of this agreement, the parties have agreed to extend this contract beginning July 1, 2024 and ending June 30, 2026.

Jasper Co. **CONTRACTOR:** Sign Below

AGING RESOURCES:

Project Manager / Date

AR Executive Director / Date

Authorized Official / Date

AR Board Chairperson / Date

Attest:

 Jenna Jennings
 County Auditor

CONTRACTOR'S AUTHORIZED SIGNATURES

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

Contractor's Official (Chairperson, President) :

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

Contractor's Project Manager :

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

Contractor's Accountant/Bookkeeper :

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

Other (Title) :

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

Other (Title) :

Print Name	Signature	Date
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MEMORANDUM OF UNDERSTANDING BETWEEN
JASPER COUNTY, IOWA
AND
IOWA DEPARTMENT OF AGRICULTURE AND LAND
STEWARDSHIP

1. Parties and Purpose:

This Memorandum of Understanding (MOU) is between Jasper County, Iowa (hereinafter referred to as “Jasper”) and the Iowa Department of Agriculture and Land Stewardship (hereinafter referred to as “Contractor”).

The Contractor will be enhancing an existing oxbow for nutrient reduction purposes. Excavated material will be placed on a nearby property located north of the project site. The haul roads for this material will include a driveway established and maintained by the Jasper County Conservation Board, about one-quarter mile of E 56th Street S that extends from S 104th Ave to Ranch Ave, and a small portion of Ranch Avenue that extends west of E 56th Street S for approximately 1160 feet. The relevant segments of E 56th Street S and Ranch Avenue are gravel and maintained by Jasper County Secondary Road Department. The impacted driveway and gravel road are shown on Exhibit 1.

Contractor hereby agrees to maintain the impacted portion of the driveway in a condition passable by normal traffic during construction and agrees to reestablish the driveway to a condition mutually agreeable to both the Jasper County Conservation Board and Iowa Department of Agriculture and Land Stewardship.

Contractor also agrees to maintain the affected portions of E 56th Street S and Ranch Avenue in a condition passable by normal traffic during construction and will contact Jasper when the transporting of excess material is completed so the Secondary Road Department can complete maintenance as needed. Contractor will also provide dust control during the hauling process in front of residences, at intersections, and along curves.

2. Term of MOU:

This MOU is effective upon the date last signed and executed by the duly appointed representatives of the parties to this MOU. This MOU shall remain in full force and effect until all work is completed on the section of roadway specified above.

If Contractor fails to maintain the affected portions of the road in a condition passable to normal traffic or adequately address dust control, Jasper will notify Contractor and, if the

necessary work is not completed within 24 hours, will complete this work in a reasonable manner and send bill to Contractor.

Contractor agrees to contact Jasper when the hauling of excess material is completed. Jasper will then complete necessary maintenance on the secondary roads and send an invoice to Contractor. The estimated cost of this work is provided below in General Provisions.

Contractor agrees to contact Jasper when the project is nearing completion to discuss the work reasonably necessary to restore the driveway, and the parties will negotiate in good faith to mutually agree on the work to be completed and associated costs at that time.

Contractor agrees to contact Jasper and review the completed work and complete any additional work as agreed upon prior to closing out this project.

3. General Provisions:

3.1. Itemized Payment Schedule:

<u>Item:</u>	<u>Total Cost</u>	<u>Jasper Share:</u>	<u>Contractor Share:</u>
Complete secondary road repair after all excess material has been hauled	\$10,000	\$0	\$10,000
Restore driveway	To be determined as mutually agreed by the parties	\$0	100%

3.2. Payment:

Full payment by Contractor to Jasper County Secondary Road Department for road repair will be made based on the actual invoice received up to the maximum amount listed in Row 1 of Item 3.1, unless agreed to in writing by both parties. Payment shall be made within 60 days of receipt of the invoice.

Payment for restoring driveway, if any, shall be made at the time mutually agreed to by the parties.

3.3. Applicable Law:

The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Iowa. The Courts of the State of Iowa shall have jurisdiction

over any action arising out of this MOU and over the parties, and the venue shall be Jasper County, Iowa.

3.4. Entirety of Agreement:

This MOU represents the entire and integrated agreement between the parties and hereby supersedes all prior negotiations, representations, and agreements, whether written or oral.

4. Signatures:

By the signatures below, this MOU is in effect beginning on the _____ day of 2024.

JASPER COUNTY, IOWA

Brandon Talsma, Chairperson
Jasper County Board of Supervisors

Jasper County Auditor
Jenna Jennings

Grant Menke, Deputy Secretary
Iowa Department of Agriculture and Land Stewardship

ITEM TO INCLUDE ON AGENDA

JASPER COUNTY, IOWA

April 23, 2024

9:30 A.M.

- Resolution to ratify and confirm changes made to the Hilltop Estates Urban Renewal Plan and the Notice of Public Hearing for the Development Agreement with Platinum Development Co., L.L.C.

IMPORTANT INFORMATION

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

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.

April 23, 2024

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

Absent: _____

Vacant: _____

* * * * *

Board Member _____ then introduced the following proposed Resolution entitled "RESOLUTION TO RATIFY AND CONFIRM CHANGES MADE TO THE HILLTOP ESTATES URBAN RENEWAL PLAN AND THE NOTICE OF PUBLIC HEARING FOR THE DEVELOPMENT AGREEMENT WITH PLATINUM DEVELOPMENT CO., L.L.C.", and moved that the same be adopted. Board Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

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

A

RESOLUTION NO. _____

RESOLUTION TO RATIFY AND CONFIRM CHANGES
MADE TO THE HILLTOP ESTATES URBAN RENEWAL
PLAN AND THE NOTICE OF PUBLIC HEARING FOR THE
DEVELOPMENT AGREEMENT WITH PLATINUM
DEVELOPMENT CO., L.L.C.

WHEREAS, by Resolutions adopted April 16, 2024, the Board of Supervisors set a date for a public hearing on the adoption of the proposed Hilltop Estates Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Hilltop Estates Urban Renewal Area ("Area" or "Urban Renewal Area") and a proposed Development Agreement with Platinum Development Co., L.L.C. ("Development Agreement"); and

WHEREAS, construction costs for the project described in the Plan, the Development Agreement, and the Notice of Public Hearing for the Development Agreement ("Notice") considered at the April 16, 2024 Board meeting have increased, thereby necessitating changes to the description of the project costs in those documents.

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

Section 1. That the revised Urban Renewal Plan attached hereto as Exhibit A is the version of the Plan being considered by the Board on May 21, 2024, and the revised Notice of Public Hearing for the Development Agreement attached hereto as Exhibit B is the Notice to be published as directed by the Board on April 16.

Section 2. Except as stated herein, the Resolutions of the Board on April 16, 2024 with respect to the Plan and Development Agreement are ratified and confirmed.

PASSED AND APPROVED this 23rd day of April, 2024.

Chairperson, Board of Supervisors

ATTEST:

County Auditor

EXHIBIT A
Revised Urban Renewal Plan

**HILLTOP ESTATES
URBAN RENEWAL PLAN**

for the

**HILLTOP ESTATES
URBAN RENEWAL AREA**

JASPER COUNTY, IOWA

MAY 2024

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- A. LEGAL DESCRIPTION OF HILLTOP ESTATES URBAN RENEWAL AREA
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- D. JOINT COUNTY/CITY AGREEMENT

**Hilltop Estates Urban Renewal Plan
for the
Hilltop Estates Urban Renewal Area**

Jasper County, Iowa

A. INTRODUCTION

This Hilltop Estates Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Hilltop Estates Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote economic development in Jasper County, Iowa (“County”). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined in the *Code of Iowa* Section 403.17(12).

In order to achieve this objective, the County intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.” The property included in the Urban Renewal Area has never previously been subject to the division of revenue under Iowa Code 403.19 as a residential project.

C. AREA DESIGNATION

With the adoption of this Plan, the County designates the Urban Renewal Area as an economic development area that is appropriate for the provision of public improvements related to housing and residential development.

D. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted to establish a TIF district in the Area, and debt related to the Area is certified prior to December 1, 2025, the taxable valuation as of January 1, 2024, will be considered the frozen “base valuation” for the portion of the Urban Renewal Area identified in the TIF ordinance. If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2025, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the County first certifies the amount of any debt related to the Area, in accordance with Iowa Code Section 403.19. It may be that more than one ordinance will be adopted on separate subareas within the Area. If so, the frozen base values may vary among the subareas.

E. DEVELOPMENT PLAN

The County has a general plan for the physical development of the County as a whole outlined in Planting Seeds for a Brighter Future, adopted in 2020 and revised in 2021. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects, are in conformity with the County's plan for the physical development of the County as a whole.

The property in the Urban Renewal Area is currently zoned as rural residential. This Urban Renewal Plan does not in any way replace or modify the County's current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the County.

F. RESIDENTIAL DEVELOPMENT

The County's objective for the Urban Renewal Area is to promote new housing and residential development. The County realizes that the availability of housing is an important component of attracting new business and industry, responding to new development, and retaining existing businesses.

In anticipation of expected economic development, the County has taken the position of supporting the creation of new housing opportunities, including increasing the number of lots available for the construction of new houses. Providing incentives to developers may ease the cost of extending necessary infrastructure and other factors that can make residential development more risky and less profitable.

When a County utilizes tax increment financing to support residential development, a percentage of the incremental revenues (or other revenues) generated by the project (not to exceed the project costs reimbursed with incremental revenues which are limited to reimbursement of "public improvement" costs as defined by Iowa law) must be used to provide assistance to LMI families. LMI families are those whose incomes do not exceed 80% of the median Jasper County income.

Unless a reduction is approved by the Iowa Economic Development Authority, the percentage of incremental revenues used to provide LMI assistance must be at least equal to the percentage of LMI families living in Jasper County. That percentage is currently 38.04%.

The requirement to provide assistance for LMI housing may be met by one, or a combination, of the following options:

1. Providing that at least 38.04% of the units constructed in the Urban Renewal Area are occupied by residents and/or families whose incomes are at or below 80% of the median county income;

2. Setting aside an amount equal to 38.04% of the reimbursed project costs for LMI housing activities anywhere in the County; and
3. Ensuring that 38.04% of the houses constructed within the Area are priced at amounts affordable to LMI families.

If funds are set aside, as opposed to constructing a sufficient percentage of LMI housing in the Area, the assistance for low and moderate income family housing may be provided anywhere within the County. The type of assistance provided must benefit LMI residents and/or families and may include, but is not limited to:

1. Construction of LMI affordable housing.
2. Owner/renter-occupied housing rehabilitation for LMI residents and/or families.
3. Grants, credits or other direct assistance for LMI residents and/or families.
4. Homeownership assistance for LMI residents and/or families.
5. Tenant-based rental assistance for LMI residents and/or families.
6. Down payment assistance for LMI residents and/or families.
7. Mortgage interest buy-down assistance for LMI residents and/or families.
8. Under appropriate circumstances, the construction of public improvements that benefit LMI residents and/or families.

G. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new residential development within the Urban Renewal Area. More specific objectives for the development, redevelopment and rehabilitation within the Urban Renewal Area are as follows:

1. To increase the availability of housing opportunities, which may in turn attract and retain local industries and commercial enterprises that will strengthen and revitalize the economy of the State of Iowa and Jasper County.
2. To stimulate, through public action and commitment, private investment in new housing and residential development.
3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help finance the cost of constructing street, water, sanitary sewer, storm water drainage, public utilities, street lighting, and other public improvements in support of new housing development.

5. To provide a more marketable and attractive investment climate.
6. To improve the housing conditions and housing opportunities, particularly for LMI income families and/or individuals.
7. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.

H. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the County intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure including but not limited to streets, curbs and gutters, water infrastructure, sanitary sewer infrastructure, public utilities, or other facilities in connection with urban renewal projects.
3. To finance programs that will directly benefit housing conditions and promote the availability of housing in the community.
4. To make loans, forgivable loans, grants, tax rebate payments, or other types of economic development grants or incentives to private developers or local development organizations to incentivize the development of housing within the Area, on such terms as may be determined by the Board of Supervisors.
5. To borrow money and to provide security therefor.
6. To acquire or dispose of property.
7. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
8. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
9. To undertake the demolition and clearance of existing development.
10. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.

11. To use tax increment financing for a number of objectives, including, but not limited to, achieving a more marketable and competitive land offering price and providing for necessary physical improvements and infrastructure.
12. To use tax increment to provide LMI housing assistance.
13. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the County.

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

I. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the Eligible Urban Renewal Projects under this Urban Renewal Plan include:

1. Development Agreement with Platinum Development Co., L.L.C.: The County expects to consider a development agreement with Platinum Development Co., L.L.C. (or a related entity) (“the “Developer”) for Developer’s construction of public infrastructure improvements and private housing units on land to be acquired by the Developer (“Development Property”) within the Urban Renewal Area. The infrastructure improvements constructed by the Developer on the Development Property (“On-site Improvements”) would be dedicated to the County following completion, at no cost to the County. The On-site Improvements are expected to include the construction and installation of a street tentatively named “Fairview Lane,” and any associated drainage structures, to serve the residential development within the Urban Renewal Area, at a cost estimated to be \$320,690.00. The project would also involve paving a portion of existing County road N 51st Ave W adjacent to the Development Property (“Off-site Improvements”), at a cost estimated to be \$314,970.00. Developer would either fund or construct the Off-site Improvements. Construction of the On-site Improvements and Off-site Improvements is anticipated to be completed by December 31, 2024. The development agreement would also provide detailed terms and conditions under which the County may make annual Economic Development Grant payments to the Developer in the amount of 100% of the Tax Increment generated by construction of the housing units on the residential lots in the Area remaining each year after any LMI assistance obligations have been satisfied. The Economic Development Grants would terminate upon the earliest of the following: (i) ten (10) grants have been paid to Developer; (ii) the County’s ability to collect tax increment from the Urban Renewal Area has expired; (iii) the maximum aggregate amount of grants have been paid to Developer; or (iv) the Agreement has been terminated pursuant to its terms. The total amount of the Economic Development Grants shall not exceed the lesser of \$321,000.00 or 100% of the actual costs incurred by the Developer in constructing the On-Site Improvements. If the Developer funds or constructs the Off-Site Improvements, then the City may also provide a

Benchmark Grant to Developer, in an amount not to exceed \$315,000.00, subject to additional terms and conditions set forth in the Development Agreement.

2. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to exceed \$15,000

J. FINANCIAL DATA

1.	Current Constitutional Debt Limit	\$173,660,531
2.	Current outstanding general obligation debt	\$4,769,800
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the County's constitutional debt limit be exceeded. The Board of Supervisors will consider each project proposal on a case-by-case basis to determine if it is in the County's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	\$651,000 plus any LMI set aside. (This amount does not include costs related to financing.)

K. URBAN RENEWAL FINANCING

The County intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The County has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the County to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing

entities, if not requested by the County, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Subchapter IV of Chapter 331 and Chapter 403 of the *Code of Iowa*, the County has the authority to issue and sell general obligation bonds for specified purposes, including the acquisition and construction of certain public improvements within the Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the County. It may be, the County will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The County may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the County may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the County may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the County may determine to use tax increment financing to reimburse the County for any obligations or advances.

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

L. PROPERTY ACQUISITION/DISPOSITION

The County will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

M. RELOCATION

The County does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the County will follow all applicable relocation requirements.

N. AGRICULTURAL LAND

Because the Urban Renewal Area contains land that is defined as “agricultural land” by Iowa Code Section 403.17(3), the County must acquire consent from the owner(s) of the agricultural land prior to including such land in the Urban Renewal Area. The County has requested consent from the owner(s) of agricultural land proposed to be included in the Urban Renewal Area. A copy of the agricultural landowner agreements is, or will be, attached hereto as Exhibit “C.” The original signed agreement(s) will be placed on file in the County Auditor’s office.

O. JOINT COUNTY/CITY AGREEMENT

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

P. PROPERTY WITHIN URBAN REVITALIZATION AREA

The Urban Renewal Area is, or at some future date may be, located within an urban *revitalization* area. No tax abatement incentives in connection with the urban revitalization area will be allowed for development that occurs in the Urban Renewal Area unless expressly authorized by the Board of Supervisors.

Q. STATE AND LOCAL REQUIREMENTS

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

R. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, a change in the Area, to add or change land use controls and regulations, to modify goals or types of renewal activities, to add or change urban renewal projects, or to amend property acquisition and disposition provisions. The Board of Supervisors may amend this Plan in accordance with applicable state law.

S. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the Board of Supervisors and will remain in effect as a Plan until it is repealed by the Board of Supervisors.

With respect to property included within the Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment district (TIF district) and is designated based on an economic development finding, to provide or to assist in the provision of public improvements related to housing and residential development, the use of incremental property tax revenues or the "division of revenue," as those words are used in Chapter 403 of the *Code of Iowa*, is limited to ten (10) years beginning with the second fiscal year following the year in which the County first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within the Urban Renewal Area. It may be that more than one ordinance will be adopted on separate subareas within the Area. If so, the last fiscal year for the division of revenue may vary among the subareas.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the County for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the Board of Supervisors and consistent with all applicable provisions of law.

T. SEVERABILITY CLAUSE

If any part of the Plan is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Plan as a whole, or any part of the Plan not determined to be invalid or unconstitutional.

EXHIBIT A

LEGAL DESCRIPTION OF HILLTOP ESTATES URBAN RENEWAL AREA

Parcel A of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa.

And

The full right of way of N 51st Ave W adjacent to the property described above.

EXHIBIT B
MAP OF HILLTOP ESTATES URBAN RENEWAL AREA

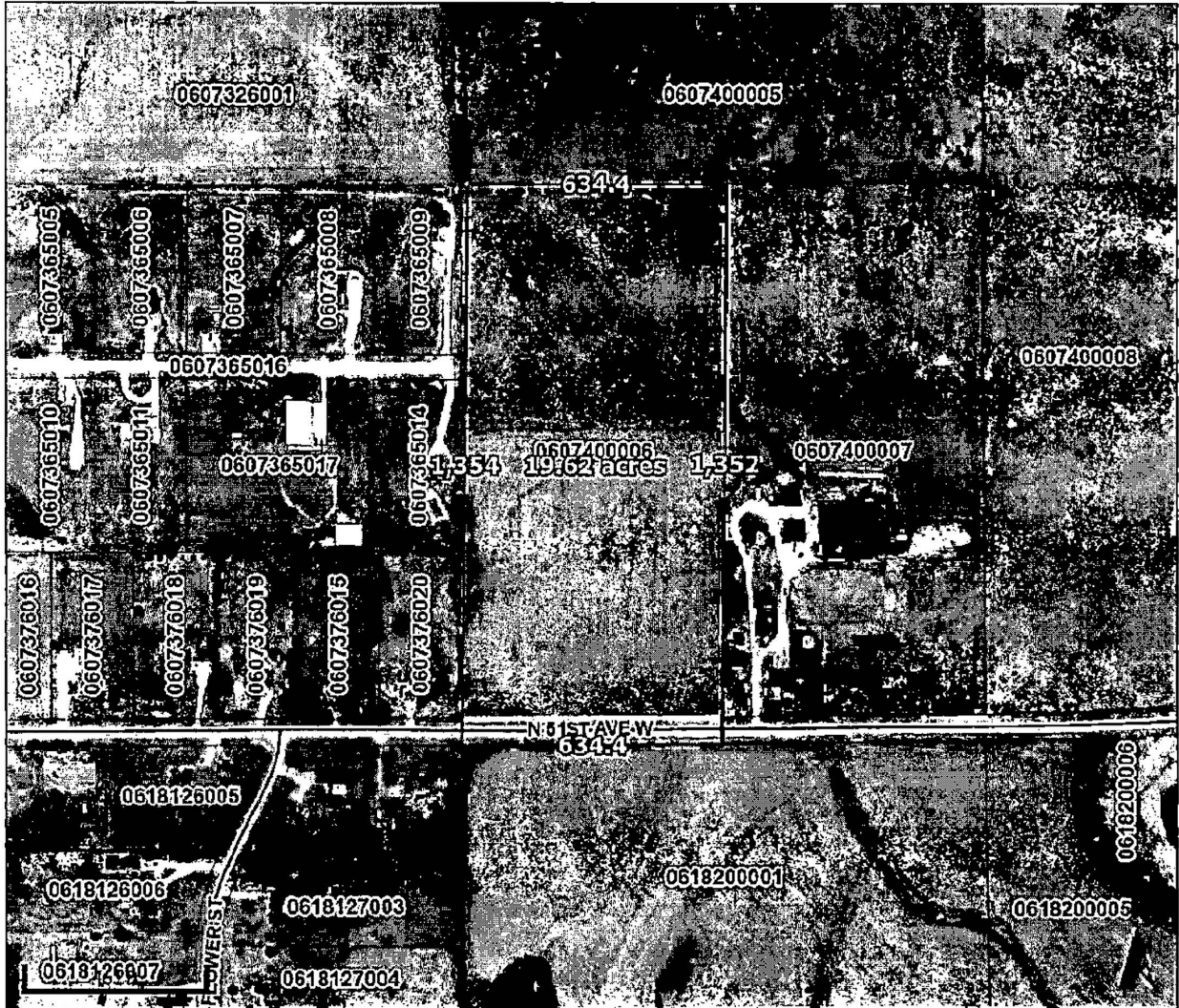


EXHIBIT C

**AGREEMENT TO INCLUDE AGRICULTURAL LAND
IN THE HILLTOP ESTATES URBAN RENEWAL AREA**

WHEREAS, Jasper County, Iowa, (the "County") has proposed to establish the Hilltop Estates Urban Renewal Area (the "Urban Renewal Area"), pursuant to Iowa Code Chapter 403, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the Urban Renewal Area will include certain property which is owned by the Agricultural Landowner listed below; and

WHEREAS, Iowa Code Section 403.17(10) provides that no property which meets the definition of "agricultural land" set forth in Iowa Code Section 403.17(3) may be included in an urban renewal area until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that all or a portion of the property proposed to be included in the Urban Renewal Area and owned by the Agricultural Landowner meets the definition of "agricultural land" in Section 403.17(3).

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Landowner as follows:

1. The Agricultural Landowner hereby certifies that he/she is the owner of certain property meeting the definition of "agricultural land" that is proposed to be included in the Urban Renewal Area
2. The Agricultural Landowner hereby agrees that Jasper County, Iowa, may include the portion of the property owned by the Agricultural Landowner in the Urban Renewal Area.
3. The Agricultural Landowner further authorizes the governing body of Jasper County, Iowa, to pass any resolution or ordinance necessary to designate said property as part of the proposed Urban Renewal Area, and to proceed with related activities authorized under Iowa Code Chapter 403.

DATED this _____ day of _____, 2024.

Name of Agricultural Landowner: _____

(signed by Agricultural Landowner or person authorized to sign on Agricultural Landowner's behalf)

Signature: _____

Date: _____

Print Name: _____

Witness: _____

EXHIBIT D
JOINT AGREEMENT
BETWEEN
JASPER COUNTY AND THE CITY OF VALERIA

WHEREAS, Jasper County, State of Iowa (the “County”) has proposed to establish the Hilltop Estates Urban Renewal Area (the “Urban Renewal Area”) for the purpose of participating in proposed urban renewal projects described in the Hilltop Estates Urban Renewal Plan (the “Plan”) for such Urban Renewal Area; and

WHEREAS, a portion of land proposed to be included in the Urban Renewal Area is within two miles of the corporate limits of the City of Valeria, Iowa (the “City”), and therefore is within the “area of operation” of the City; and

WHEREAS, Iowa Code Section 403.17(4) requires a “joint agreement” between the City and the County before the County can proceed with establishing the Urban Renewal Area and undertaking urban renewal project activities under the Plan.

NOW THEREFORE, JASPER COUNTY, STATE OF IOWA AND THE CITY OF VALERIA, STATE OF IOWA, AGREE AS FOLLOWS:

1. The City Council of the City of Valeria, State of Iowa, hereby agrees and authorizes Jasper County, State of Iowa, to proceed with the Hilltop Estates Urban Renewal Area as described in the Hilltop Estates Urban Renewal Plan, and to undertake the eligible urban renewal projects therein.
2. This “joint agreement” is intended to meet the requirements of Iowa Code Chapter 403.17(4) with respect to including the Hilltop Estates Urban Renewal Area within the “area of operation” of the City of Valeria, State of Iowa.
3. This Joint Agreement has been duly authorized by the governing bodies of Jasper County, State of Iowa and the City of Valeria, State of Iowa.

[Remainder of page intentionally left blank; Signature pages follow]

PASSED AND APPROVED this _____ day of _____, 2024.

JASPER COUNTY, STATE OF IOWA

Chairperson, Board of Supervisors

ATTEST:

Auditor

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this _____ day of _____, 2024, before me a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Chairperson and Auditor, respectively, of Jasper County, State of Iowa, a political subdivision, and that the seal affixed to the foregoing instrument is the seal of said political subdivision, and that said instrument was signed and sealed on behalf of said political subdivision by authority and resolution of its Board of Supervisors, and said Chairperson and Auditor acknowledged said instrument to be the free act and deed of said political subdivision by it voluntarily executed.

Notary Public in and for the State of Iowa

PASSED AND APPROVED this _____ day of _____, 2024.

CITY OF VALERIA, STATE OF IOWA

_____, Mayor

ATTEST:

_____, City Clerk

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this _____ day of _____, 2024, before me a Notary Public in and for said City, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Valeria, State of Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

02324468\10747-056

EXHIBIT B
Revised Notice of Public Hearing for Development Agreement

(One publication required)

NOTICE OF PUBLIC HEARING OF THE BOARD OF SUPERVISORS OF JASPER COUNTY IN THE STATE OF IOWA, ON THE MATTER OF THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH PLATINUM DEVELOPMENT CO., L.L.C., AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Board of Jasper County in the State of Iowa, will hold a public hearing on May 21, 2024, at 9:30 A.M. in the Supervisors Room, County Courthouse, 101 1st Street N, Newton, Iowa, at which meeting the Board proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Platinum Development Co., L.L.C. (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Hilltop Estates Urban Renewal Area as defined and legally described in the Agreement, consisting of the construction of 2 Housing Units and certain Infrastructure Improvements to serve the Housing Units including On-site Improvements and Off-site Improvements, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement would obligate the City to make up to ten (10) annual payments of Economic Development Grants to Developer, in the amount of 100% of the Tax Increment generated by the construction of the Minimum Improvements and collected pursuant to Iowa Code Section 403.19, less the required LMI set-aside, starting the first fiscal year in which Tax Increment generated by the construction of the Minimum Improvements is collected pursuant to Iowa Code Section 403.19 and ending upon the earlier of (i) after ten (10) annual Economic Development Grants have been paid, (ii) the maximum cumulative total of the Grants has been paid, (iii) the ability to collect Tax Increment terminates, or (iv) the Agreement is terminated pursuant to its terms. The maximum cumulative total for all Economic Development Grants is not to exceed the lesser of (i) the aggregate amount of the Qualified Costs and Expenses incurred by Developer for constructing the On-Site Improvements, (ii) \$321,000, or (iii) the amount of Tax Increment available under the schedule and formula set forth in the Agreement during the 10-year period.

The Agreement would further obligation the City to provide one (1) Benchmark Grant to Developer, in the amount of the lesser of \$315,000 or the Qualified Costs and Expenses incurred in constructing the Off-Site Improvements, after the Developer has completed the Infrastructure Improvements and two Housing Units and subject to the terms and conditions set forth in the Agreement.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the County Auditor, Courthouse, Jasper, Iowa.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of said County, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Board will at this meeting or at any

adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the Board of Supervisors of Jasper County in the State of Iowa, as provided by Sections 331.301(5) and 331.305, Code of Iowa.

Dated this _____ day of _____, 2024.

County Auditor, Jasper County in the State of
Iowa

(End of Notice)

02337001\10747-057

Resolution _____

STATE OF IOWA
Jasper County



TRANSFER ORDER

\$112,053.87

Newton, Iowa, March 19, 2024

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer One hundred twelve thousand fifty three dollars and 87/100**

From: 0031-
ARPA Fund

To: 0001-
General Basic Fund

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Board Action

By Order of Board of Supervisors.

Supervisor

Attest

No. 1518

Auditor/Designee

Fund transfer for treasurer clerk wages from ARPA.

April 16, 2024

Tuesday, April 16, 2024, 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 open a Public Hearing for FY2024/2025 Budget.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to close the Public Hearing.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to adopt Resolution 24-44 approving FY2024-2025 Budget.

YEA: STEVENSON, TALSMA, CUPPLES

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

Motion by Cupples, seconded by Stevenson to open a Public Hearing for Jasper County Zoning Ordinance #04F.

YEA: STEVENSON, TALSMA, CUPPLES

Community Development Director, Kevin Luetters, presented the changes in the updated Zoning Ordinance.

Motion by Cupples, seconded by Stevenson to close the Public Hearing.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to waive the 2nd and 3rd readings.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to approve Jasper County Zoning Ordinance #04F.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to open a Public Hearing for a rezone request on Parcel #03.21.276.036 from Rural Residential (RR1) to Agricultural (A) for Matthew Allen.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to close the Public Hearing.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to waive the 2nd and 3rd readings.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to approve a rezone request on Parcel #03.21.276.036 from Rural Residential (RR1) to Agricultural (A) for Matthew Allen.

YEA: STEVENSON, TALSMA, CUPPLES

Ed Machin and Doug Woebeking, Jasper County Fair Board Members, presented an estimate from Freedom Buildings, Inc. to construct a permanent event center that will house many different things throughout the year at the County Fairgrounds. The estimated cost of the building is \$88,660.97, bringing the total project with concrete and several other pieces up to \$138,157.97. This new building would add

many features to the Fairgrounds during fair time, as well as additional storage during the winter months with boats and campers. They would also rent it out as a Community Building. The Fair Board is looking for financial aid to help get this project off the ground and help commit other private donors.

Motion by Talsma, seconded by Stevenson to allocate \$20,000.00 out of local option sales tax to support the new building at the Jasper County Fairgrounds.

YEA: STEVENSON & TALSMA

NAY: CUPPLES

Jason Knight, PPME Union Representative, presented a reconsideration of 4/10-hour days between Memorial Day and Labor Day for the PPME Union workers. Also representing Secondary Roads was Terry Gragg and Judd Keuning on why they felt it was necessary to continue with the different schedule.

Motion by Cupples, seconded by Stevenson to approve 4/10-hour days for PPME workers from Memorial Day to Labor Day.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to adopt Resolution 24-45, a hiring resolution certifying the following appointment to the Auditor for payroll implementation.

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Conservation Department	Seasonal Park Maint. Tech.	Levi Janssen	\$15.50	Standard Rate	5/13/2024

YEA: STEVENSON, TALSMA, CUPPLES

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

Motion by Cupples, seconded by Stevenson to adopt Resolution 24-46 to stop control and reconfigure the intersection of S 64th Ave E. and E 152nd St S.

YEA: STEVENSON, TALSMA, CUPPLES

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

Motion by Cupples, seconded by Stevenson to adopt Resolution 24-47 to temporarily stop control in various intersections between Monroe and Reasnor as listed on the agenda.

YEA: STEVENSON, TALSMA, CUPPLES

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 Sheriff's Quarterly Report from January 1 to March 31, 2024.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to approve the Recorder's Quarterly Report from January 1 to March 31, 2024.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to approve a corrected legal description for Rezone Request File #2023-00004753.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to adopt Resolution 24-48 determining the necessity and setting dates of a Consultation and a Public Hearing on a proposed Hilltop Estates Urban Renewal Plan for a Proposed Urban Renewal Area in Jasper County, State of Iowa.

YEA: STEVENSON, TALSMA, CUPPLES

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

Motion by Stevenson, seconded by Cupples to adopt Resolution 24-49 fixing date for a Public Hearing on the proposal to enter into a Development Agreement with Platinum Development Co., L.L.C., and providing for publication of notice thereof, Whereas, on May 21, 2024, this Board proposes to consider whether certain areas located within the County are eligible and should be designated as an Urban Renewal Area under Iowa law, and proposes to approve and adopt the Hilltop Estates Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein.

YEA: STEVENSON, TALSMA, CUPPLES

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 Board of Supervisors minutes from April 9, 2024.

YEA: STEVENSON, TALSMA, CUPPLES

There were no Board Appointments.

There was no Work Session.

Motion by Cupples, seconded by Stevenson to adjourn the Tuesday, April 16, 2024, meeting of the Jasper County Board of Supervisors.

YEA: STEVENSON, CUPPLES, TALSMA

Jenna Jennings, Auditor

Brandon Talsma, Chairman