



BOARD OF SUPERVISORS

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

Denny Stevenson

Doug Cupples

Brandon Talsma

May 21, 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 – Community Development – Kevin Luetters

- a) Chet Williams Requesting a Rezone for Parcel #11.11.300.014, from Agricultural (A) to Rural Residential Large Lot (RR)

Item 2 Hilltop Estates Urban Renewal Plan

- a) **PUBLIC HEARING** for the Proposed Hilltop Estates Urban Renewal Plan
- b) Resolution Determining an area of the County to be an Economic Development area, and that the Rehabilitation, Conservation, Redevelopment, Development or a Combination thereof, of such area is Necessary in the Interest of the Public Hearing, Safety or Welfare of the Residents of the County; Designating such area as Appropriate for Urban Renewal Projects; and Adopting the Hilltop Estates Urban Renewal Plan
- c) Set Public Hearing Consideration of Ordinance for the Division of Revenues under Section 403.19, Code of Iowa, for Hilltop Estates Urban Renewal Plan.
(Recommended Dates & Times, June 4th, June 11th, and June 18th, 2024, at 9:30 am in the Board of Supervisors Room)
 1. Hilltop Estates Urban Renewal Area Description:
Parcel A of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa.
AND
The full right of way of N 51st Ave W adjacent to the property described above.
- d) **PUBLIC HEARING** on the Proposal to enter into a Development Agreement with Platinum Development Co., L.L.C.
- e) Resolution Approving and Authorizing Execution of a Development Agreement by and between Jasper County and Platinum Development Co., L.L.C.

Item 3 Sheriff – John Halferty

- a) IDEMIA Maintenance and Support Agreement Renewal – Term 24-25

Item 4 Newton Main Street – Use of Courthouse Lawn

Item 5 Approval of Approved Appointment, Michelle Squires, for the Sully Community Library Board of Trustees

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BOARD OF SUPERVISORS

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- Item 6** Approval of Temporary Liquor License
 - a) For Baxter Fun Days Committee on July 10 – July 14, 2024
- Item 7** Resolution Approving Transfer Order #1519
- Item 8** Resolution Approving Transfer Order #1520
- Item 9** Resolution Approving Transfer Order #1521
- Item 10** Approval of Claims Paid through May 21, 2024
- Item 11** Approval of Board of Supervisors Minutes for May 14, 2024
- Item 12** Board Appointments

PUBLIC INPUT & COMMENTS

**After the Regular Meeting
Work Session**



Rezone Request

R-24-004

I, Chet Williams request that the properties described as:

Parcel # 11.11.300.014

The part of the Southwest Quarter of Section 11, Township 79 North, Range 21 West of the Fifth Principal Meridian, Jasper County, Iowa, as described as follows:

The north 422.40 feet of Parcel A, said Parcel A recorded in Book 1157, Page 176, at the Jasper Count, Iowa, Recorder's Office

Be rezoned from Agricultural to Rural Residential Large Lot (RR)

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

Approved this _____ day of _____, 2024

Print _____ Signature _____ Date _____

Auditor

Print _____ Signature _____ Date _____

Chairperson



JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

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

R-2024-004

Chet Williams requests that the following described parcel be rezoned from Agricultural "A" to Rural Residential Large Lot "RR" to comply with Jasper County Ordinance #04E.

PARCEL #11.11.300.014 / 3600 W. 116th St. S., Colfax, IA 50054

Print Chet Williams Sign Chet Williams Date 4/4/24

Jasper County Zoning Commission recommends that this rezoning request be not be granted.
3 Aye 6 Nay

Print Ross Baxter Sign Ross Baxter Date 4/24/24

Chairperson Jasper County Zoning Commission

State of Iowa, Jasper County

On this 24 day of April, before me Shelby L Hobbs, a Notary Public in and for the State of Iowa, appeared Ross Baxter to me personally known to be the chairperson of the Jasper County Zoning Commission and that said Rezoning Request was signed by him/her on behalf of said Jasper County Zoning Commission. Witness my hand and Notary Seal the day and year written above.

Shelby Lynn Hobbs
Notary in and for the State of Iowa



Jasper County, Iowa
Land Evaluation and Site Analysis
Summary Worksheet

Owner	Chet & Jessica Williams
Legal Description	S11/T79/R21 Parcel E within Parcel A of SW 1/4
Location	Parcel 1111300014
Acres in Parcel	13.92
Date of Evaluation	4/12/2024
Evaluated By	Brett Jennings

	POINTS	X WEIGHT FACTOR	SUB TOTAL
PART ONE (LAND EVALUATION)			
1. Average Site Value	63.41	1	63.41
PART TWO (SITE ASSESSMENT)			
1. Viability of Site for Agricultural Use	6	3	18
2. Adjacent Zoning/Use	8	2	16
3. Distance to State Regulated Livestock Production Facility	0	2	0
4. Distance from Access to Paved Road	0	1	0
5. Distance to Incorporated City Boundry	0	1	0
6. Distance to Municipal(Common) Water System	0	1	0
7. Distance to Municipal(Common) Sewer System	0	1	0
TOTAL LESA SCORE			97.41

AN AG TOLERANCE EASEMENT WILL BE REQUIRED TO REZONE THIS PARCEL
DUE TO SA WORKSHEET 2, ADJACENT ZONING/USE

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

Jasper County, Iowa

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

LAND EVALUATION WORKSHEET #1

Name Parcel #1111300014

CSR	LESA POINTS FOR EACH CSR	X	NUMBER OF ACRES FOR EACH CSR	=	WEIGHTED VALUE
90-100	100		0.76		76
80-89	90		0.52		46.8
70-79	80		7.53		602.4
60-69	70				
50-59	60				
40-49	50		2.33		116.5
30-39	40				
20-29	30		0.66		19.8
0-19	10		2.12		21.2
TOTAL ACRES IN PARCEL			13.92		
TOTAL WEIGHTED VALUE					882.7
DIVIDED BY TOTAL NUMBER OF ACRES					13.92
EQUALS THE AVERAGE POINT VALUE FOR PARCEL*					63.41

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

L and E valuation and S ite A nalysis

SITE ANALYSIS - WORKSHEET #1

Name Parcel # 1111300014 _____

VIABILITY OF SITE FOR AGRICULTURAL USE

Check each item that applies

PARCEL SIZE AND CONFIGURATION	Pts	X	Number of Acres	=	Weighted Value
< 5 acres Irregular	0				
< 5 acres Regular/Unbroken	1				
≥ 5 but < 10 acres Irregular	2				
≥ 5 but < 10 acres Regular/Unbroken	3				
≥ 10 but < 20 acres Irregular	5				
≥ 10 but < 20 acres Regular/Unbroken	6		13.92		83.52
≥ 20 but < 35 acres Irregular	7				
≥ 20 but < 35 acres Regular/Unbroken	8				
>35 acres Irregular	9				
>35 acres Regular/Unbroken	10				
TOTAL ACRES			13.92		
TOTAL WEIGHTED VALUE					83.52
DIVIDED BY THE TOTAL NUMBER OF ACRES					13.92
EQUALS THE AVERAGE WEIGHTED VALUE FOR PARCEL					6

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




Land Evaluation and Site Analysis

SITE ANALYSIS - WORKSHEET #2

NAME Parcel # 1111300014

USE ADJACENT TO SITE

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

	MAXIMUM POINTS <u>10</u> Deduct 1 point for each diagonally adjacent property used similarly to requested use	<u>0</u>
	Deduct 2 point for each laterally adjacent property used similarly to the requested use.	<u>1</u>
	Deduct between 1 to 2 points for each partial laterally adjacent property used similarly to the requested use.	<u>1</u>
	TOTAL DEDUCTIONS <u>2</u>	
	TOTAL LESA POINTS <u>8</u>	

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

Jasper County, Iowa

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

SITE ANALYSIS - WORKSHEET #3

NAME Parcel#1111300014

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

Total Points

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

Jasper County, Iowa

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

SITE ANALYSIS - WORKSHEET #4

NAME Parcel #1111300014 _____

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

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

Jasper County, Iowa

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

SITE ANALYSIS - WORKSHEET #5

NAME Parcel # 1111300014

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

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

Jasper County, Iowa

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

SITE ANALYSIS - WORKSHEET #6

NAME Parcel 1111300014

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

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

Jasper County, Iowa

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

SITE ANALYSIS - WORKSHEET #7

NAME Parcel 1111300014

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

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

ITEMS TO INCLUDE ON AGENDA

JASPER COUNTY, IOWA

May 21, 2024

9:30 A.M.

Hilltop Estates Urban Renewal Plan

- Public hearing on the proposed Hilltop Estates Urban Renewal Plan
- Resolution determining an area of the County to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the County; designating such area as appropriate for urban renewal projects; and adopting the Hilltop Estates Urban Renewal Plan
- Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Hilltop Estates Urban Renewal Plan - *Set Public Hearing.*

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 CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE
COUNTY,

May 21, 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: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Hilltop Estates Urban Renewal Plan, the Chairperson first asked for the report of the Board of Supervisors Chairperson with respect to the consultation held with the affected taxing entities to discuss the proposed Plan. The Board was informed that the consultation was duly held as ordered by the Board, and that _____ written recommendations were received from affected taxing entities. The report of the Board of Supervisors Chairperson with respect to the consultation was placed on file for consideration by the Board.

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

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

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



**Auditor's Office
Jenna Jennings**

Jasper County Auditor
Commissioner of Elections
jjennings@jaspercounty.iowa.gov

April 23, 2024

Hilltop Urban Renewal Area

Date: April 23, 2024
Time: 5:30pm
Location: Jasper County Administration Building, large meeting room

Meeting Attendance:

Brandon Talsma, Chairman, JC Board of Supervisors
Jeff Davidson, JEDCO
Teresa Arrowood, Deputy Auditor

Jeff Davidson gave an overview of the Hilltop Urban Renewal Area. The meeting closed at 6:00pm.

Teresa Arrowood
Deputy Auditor

Deputies Melissa Hartgers Teresa Arrowood Kristin Carley

Jasper County Courthouse, 101 1st Street N, P.O. Box 944, Newton, Iowa 50208
Telephone 641-792-7016 Fax 641-792-1053



JASPER COUNTY ZONING COMMISSION MINUTES

April 24th, 2024

Jasper County Admin Building

315 W 3rd St N - #150 Newton, IA 50208

Meeting was called to order at 6:00 P.M. by Chairman Ross Baxter.

Roll Call: Commission members present at roll call were Ross Baxter, Pat Gannon and Colton James. Jeremy Flores was present via ZOOM. Todd Schippers joined the meeting at 6:15 via ZOOM.

Minutes Approval: GANNON made a motion to approve the minutes from the March 27th, 2024 meeting. Motion was seconded by JAMES. **Motion was carried – 4 aye, 0 nay.**

Agenda Approval: JAMES made a motion to approve the agenda for the current April 24th, 2024. Motion was seconded by GANNON. **Motion was carried – 4 aye, 0 nay.**

Open Public Hearing: GANNON made a motion to open a public hearing to review and discuss Subdivision Request SD-24-001 for Hilltop Estates Subdivision. Motion was seconded by JAMES. **Motion was carried – 4 aye, 0 nay.**

Close Public Hearing: After review and discussion of Subdivision Request SD-24-001, JAMES made a motion to close the public hearing. Motion was seconded by GANNON. **Motion was carried – 4 aye, 0 nay.**

GANNON moved to recommend the Subdivision Request SD-24-001 as presented. The motion was seconded by JAMES. **Motion was carried – 4 aye, 0 nay.**

Open Public Hearing: JAMES made a motion to open a public hearing to review and discuss Rezone Request R-24-004 For Chet Williams. Motion was seconded by GANNON. **Motion was carried – 4 aye, 0 nay.**

Close Public Hearing: After review and discussion of Rezone Request R-24-004, GANNON made a motion to close the public hearing. Motion was seconded by JAMES. **Motion was carried – 4 aye, 0 nay.**

JAMES moved to recommend the Rezone Request R-24-004 as presented. The motion was seconded by GANNON. **Motion was carried – 4 aye, 0 nay.**

Open Public Hearing: GANNON made a motion to open a public hearing to review and discuss Hilltop Estates Urban Renewal Plan. Motion was seconded by JAMES. **Motion was carried – 4 aye, 0 nay.**

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

Close Public Hearing: After review and discussion of Hilltop Estates Urban Renewal Plan, FLORES made a motion to close the public hearing. Motion was seconded by GANNON. **Motion was carried – 4 aye, 0 nay.**

Recommendation to the Board of Supervisors: GANNON made a motion that the Jasper County Zoning Commission recommends approval of the Hilltop Estates Urban Renewal Plan based on its consistency with the Jasper County Comprehensive Plan. Motion was seconded by FLORES. **Motion was carried – 4 aye, 0 nay**

Public Comment: There were no public comments.

Motion to Adjourn: JAMES made a motion to adjourn the meeting. Motion was seconded by GANNON. **Motion was carried – 3 aye, 0 nay.** Meeting adjourned at 6:45 P.M.

Print _____ Signature _____ Date _____

Chairperson of the Jasper County Zoning Commission

Print _____ Signature _____ Date _____

Secretary of the Jasper County Zoning Commission

Board Member _____ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE COUNTY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE COUNTY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE HILLTOP ESTATES URBAN RENEWAL PLAN" and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2024, at this place.

Board Member _____ seconded the motion. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Chairperson declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION DETERMINING AN AREA OF THE COUNTY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE COUNTY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE HILLTOP ESTATES URBAN RENEWAL PLAN

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the County and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the County; and

WHEREAS, this Board has caused there to be prepared a proposed Hilltop Estates Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Hilltop Estates Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1 and which is incorporated herein by reference; and

WHEREAS, the purpose of the Plan is to form the Hilltop Estates Urban Renewal Area as an area suitable for economic development and to include a list of proposed projects to be undertaken within the Urban Renewal Area, and a copy of the Plan has been placed on file for public inspection in the office of the County Auditor; and

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

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

WHEREAS, the proposed Urban Renewal Area includes land classified as agricultural land and consequently written permission of the current owners has been obtained; and

WHEREAS, the land proposed to be included in the Area contains property within two miles of the City of Valeria, Iowa, and the County and City have executed the Joint Agreement attached to the Plan as Exhibit D to allow the County to operate within the Area; and

WHEREAS, it is desirable that the Urban Renewal Area be redeveloped as described in the proposed Urban Renewal Plan to be known hereafter as the "Hilltop Estates Urban Renewal Plan"; and

WHEREAS, the Iowa statutes require the Board of Supervisors to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the County as a whole, prior to Board of Supervisors approval thereof; and

WHEREAS, creation of the Urban Renewal Area and adoption of the Urban Renewal Plan therefore has been approved by the Planning and Zoning Commission for the County as being in conformity with the general plan for development of the County as a whole, as evidenced by its minutes filed herewith, which minutes are hereby accepted, approved in all respects and incorporated herein by this reference; and

WHEREAS, by resolution adopted on April 16, 2024, this Board directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Urban Renewal Plan be sent to all affected taxing entities; and

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

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

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

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

Section 1. That the findings and conclusions set forth or contained in the proposed "Hilltop Estates Urban Renewal Plan" for the area of Jasper County, State of Iowa, legally described and depicted in the Plan and incorporated herein by reference (which area shall hereinafter be known as the "Hilltop Estates Urban Renewal Area"), be and the same are hereby adopted and approved as the findings of this Board for this area.

Section 2. This Board further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and

sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Urban Renewal Plan conforms to the general plan for the development of the County as a whole; and

c) Acquisition by the County is not immediately expected, however, as to any areas of open land to be acquired by the County included within the Urban Renewal Area:

i. Residential use is expected and with reference to those portions thereof which are to be developed for residential uses, this Board of Supervisors hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the County; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is not expected, however, with reference to any portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the County in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area is an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this County.

Section 4. That the Urban Renewal Plan, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as the "Hilltop Estates Urban

Renewal Plan for the Hilltop Estates Urban Renewal Area"; the Urban Renewal Plan for such area is hereby in all respects approved; and the County Auditor is hereby directed to file a certified copy of the Urban Renewal Plan with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the original Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Board amends or repeals the Plan. Said Urban Renewal Plan shall be forthwith certified by the County Auditor, along with a copy of this Resolution, to the Recorder for Jasper County, Iowa, to be filed and recorded in the manner provided by law.

PASSED AND APPROVED this 21st day of May, 2024.

Chairperson, Board of Supervisors

ATTEST:

County Auditor

Label the Plan as Exhibit 1 (with all exhibits) and attach it to this Resolution.

ATTACH THE PLAN LABELED AS
EXHIBIT 1 HERE

**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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- C. AGREEMENT TO INCLUDE AGRICULTURAL LAND IN HILLTOP ESTATES URBAN RENEWAL AREA
- 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 22nd day of April, 2024.

Name of Agricultural Landowner: ANITA NOZIAN

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

Signature: 

Date: 4/22/24

Print Name: ANITA NOZIAN

Witness: 

Maryn Kashouh

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 16 day of April, 2024.

JASPER COUNTY, STATE OF IOWA

Brandon Talsma
Chairperson, Board of Supervisors

ATTEST:

Jimm Jung
Auditor

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this 16 day of April, 2024, before me a Notary Public in and for the State of Iowa, personally appeared Brandon Talsma and Jenna Jennings to me personally known, who being duly sworn, did say that they are the Chairperson and Auditor, respectively, of Jasper County, State of Iowa, a political subdivision, and that the seal affixed to the foregoing instrument is the seal of said political subdivision, and that said instrument was signed and sealed on behalf of said political subdivision by authority and resolution of its Board of Supervisors, and said Chairperson and Auditor acknowledged said instrument to be the free act and deed of said political subdivision by it voluntarily executed.



Michele Ergenbright
Notary Public in and for the State of Iowa

PASSED AND APPROVED this 13 day of May, 2024.

CITY OF VALERIA, STATE OF IOWA

Zachary Lee
Zachary Lee, Mayor

ATTEST:

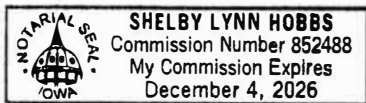
Angie Craft
Angie Craft, City Clerk

STATE OF IOWA)
) SS
COUNTY OF JASPER)

On this 13th day of May, 2024, before me a Notary Public in and for said City, personally appeared Zachary Lee and Angie Craft 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.

Shelby Lynn Hobbs
Notary Public in and for the State of Iowa

02324468\10747-056



CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF JASPER)

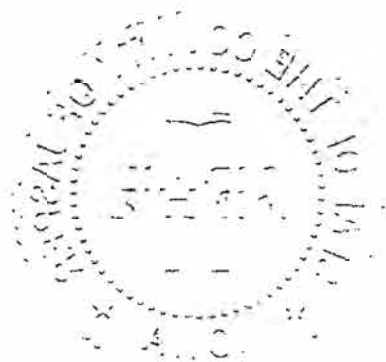
I, the undersigned County Auditor of Jasper County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective county offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this 16 day of April, 2024.



Jimmie Perry

County Auditor, Jasper County, State of Iowa



CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF JASPER)

I, the undersigned County Auditor of Jasper County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective county offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2024.

County Auditor, Jasper County, State of Iowa

(SEAL)

02335526\10747-056

ITEMS TO INCLUDE ON AGENDA

JASPER COUNTY, IOWA

May 21, 2024

9:30 A.M.

Hilltop Estates Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with Platinum Development Co., L.L.C.
- Resolution approving and authorizing execution of a Development Agreement by and between Jasper County and 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 CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE
COUNTY.

May 21, 2024

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

Absent: _____

Vacant: _____

* * * * *

The Chairperson announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between Jasper County and Platinum Development Co., L.L.C., and that notice of the proposed action by the Board to enter into said Agreement had been published pursuant to the provisions of Section 331.301(5), Code of Iowa.

The Chairperson then asked the Auditor whether any written objections had been filed by any County resident or property owner to the proposed action. The Auditor advised the Chairperson and the Board that _____ written objections had been filed. The Chairperson then called for oral objections and _____ were made. Whereupon, the Chairperson declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

The Board then considered the proposed action and the extent of objections thereto.

Whereupon, Board Member _____ introduced and delivered to the Auditor the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN JASPER COUNTY AND PLATINUM DEVELOPMENT CO., L.L.C.", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2024, at this place.

Board Member _____ seconded the motion. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Chairperson declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
BETWEEN JASPER COUNTY AND PLATINUM
DEVELOPMENT CO., L.L.C.

WHEREAS, by Resolution on May 21, 2024, this Board found and determined that certain areas located within the County are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Hilltop Estates Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Hilltop Estates Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Jasper County; and

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

WHEREAS, the County has received a proposal from Platinum Development Co., L.L.C. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the County and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of at least 2 Housing Units and certain Infrastructure Improvements to serve the Housing Units, including On-site Improvements and Off-site Improvements outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that, under the terms and following Developer's satisfaction of the conditions set forth in the Agreement, the City will 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; and

WHEREAS, the Agreement also proposes that the City will 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; and

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

WHEREAS, the Board has determined that the Agreement is in the best interests of the County and the residents thereof and that the performance by the County of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the County's performance thereunder is in furtherance of appropriate economic development activities and objectives of the County within the meaning of Chapters 15A and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

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

WHEREAS, pursuant to notice published as required by law, this Board has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the County and residents thereof.

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

Section 1. That the performance by the County of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the County's performance thereunder is in furtherance of appropriate economic development activities and objectives of the County within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Chairperson and the County Auditor be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the County in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Chairperson and the County Auditor are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 21st day of May, 2024.

County, Board of Supervisors

ATTEST:

County Auditor

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF JASPER)

I, the undersigned County Auditor of Jasper County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective county offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2024.

County Auditor, Jasper County, State of Iowa

(SEAL)

02335553\10747-057

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

JASPER COUNTY, IOWA

AND

PLATINUM DEVELOPMENT CO., L.L.C.

_____, 2024

AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of the ____ day of _____, 2024 (“Effective Date”), by and between the JASPER COUNTY, IOWA, a municipality (“County”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023, as amended (“Urban Renewal Act”), and PLATINUM DEVELOPMENT CO., L.L.C., an Iowa limited liability company (“Developer”).

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the County has undertaken a program for economic development in a residential area in the County and, in this connection, on May 21, 2024, adopted the Hilltop Estates Urban Renewal Plan (the “Urban Renewal Plan”) for purposes of carrying out urban renewal project activities in an area known as the Hilltop Estates Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, a copy of the foregoing Urban Renewal Plan has been or will be recorded among the land records in the office of the Recorder of Jasper County, Iowa; and

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

WHEREAS, the Developer is willing to cause certain Minimum Improvements to be constructed on the Development Property in the Urban Renewal Area; and

WHEREAS, the County believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of the County and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

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

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

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

Benchmark Grant means the one-time grant to made to Developer under the terms of Section 8.1.

Code means the Code of Iowa, 2023, as amended.

Commencement Date means the date of this Agreement, which shall be the date the Agreement is executed by both parties.

County means the County of Jasper, Iowa, or any successor to its functions.

County Advance means up to \$315,000 to be advanced from the County's General Fund for the sole purpose of funding the payment of the Benchmark Grant to Developer.

Developer means Platinum Development Co., L.L.C. and its permitted successors and assigns.

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

Economic Development Grants mean the payments of Tax Increment to be made by the County to the Developer under Article VIII of this Agreement.

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

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

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

Homebuyer means the person or persons who purchase a Housing Unit.

Housing Unit shall mean each dwelling unit constructed on the Development Property.

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

Infrastructure Improvements shall mean the construction or installation of the On-site Improvements and the Off-site Improvements to be completed by Developer to allow for the development of the Housing Units under this Agreement, as detailed in Exhibit B attached to this Agreement.

Minimum Improvements shall mean the construction of Housing Units and Infrastructure Improvements.

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

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

Ordinance means the Ordinance of the County under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Hilltop Estates Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code.

Platinum Development Co., L.L.C. TIF Account means a separate account within the Hilltop Estates Urban Renewal Area Tax Increment Revenue Fund of the County in which there shall be deposited Tax Increments received by the County with respect to the Housing Units and Development Property.

Project shall mean the construction of the Minimum Improvements, as described in this Agreement.

Qualified Costs and Expenses means the costs and expenses incurred by Developer and related to the design and construction of the Infrastructure Improvements, including, without limitation, costs for landscaping, grading, drainage, paving, engineering, plans and specifications, labor, materials, supplies, equipment use and rental, delivery charges, overhead, mobilization and legal expenses related to those improvements, as more particularly described herein. In addition, Qualified Costs and Expenses includes reasonable interest incurred in financing the design and construction of the Infrastructure Improvements as follows: (i) with respect to the On-site Improvements interest incurred during construction and for not more than six months thereafter; and (ii) with respect to Off-site Improvements interest incurred during construction and until the earlier of when the Benchmark Grant is paid or this Agreement is terminated.

State means the State of Iowa.

Tax Increments means the property tax revenues on the Housing Units and Development Property divided and made available to the County for deposit in Platinum Development Co., L.L.C. TIF Account of the Hilltop Estates Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance.

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

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

Urban Renewal Area shall mean the area known as the Hilltop Estates Urban Renewal Area.

Urban Renewal Plan means the Hilltop Estates Urban Renewal Plan, as may be amended, approved in respect of the Hilltop Estates Urban Renewal Area, described in the preambles hereof.

ARTICLE I-A. PRECONDITION

Section 1-A.1 Precondition to Obligations. As a precondition to either party's obligations under this Agreement, Developer shall procure full right and title to the Development Property and provide proof of such acquisition to the County on or before June 1, 2024. If this precondition is not timely satisfied, this Agreement shall automatically terminate with neither party having any further obligation to the other except for Developer's obligations under Section 8.4(b) which shall survive such termination.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

h. The Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement and the performance and maintenance bonds required under Section 3.4 hereof.

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

j. The Developer expects that, barring Unavoidable Delays, construction of the Infrastructure Improvements shall be complete on or before December 31, 2024, and construction of at least two Housing Units shall be complete on or before December 31, 2025.

k. The Developer would not undertake its obligations under this Agreement without the potential for payment by the County of the Economic Development Grants being made to the Developer pursuant to this Agreement.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed in conformance with all applicable federal, State, and local laws, ordinances, and regulations, including any County permit and/or building requirements. All work with respect to the Minimum Improvements shall be in conformity with any plans approved and/or permits issued by the building official(s) of the County, which approvals and permits shall be made according to standard County processes for such plans and permits. The Developer agrees that the scope and scale of the Minimum Improvements as constructed shall not be significantly less than the scope and scale as detailed and outlined in this Agreement.

Section 3.2. Commencement and Completion of Construction.

a. Subject to Unavoidable Delays, the Developer shall cause construction of the Infrastructure Improvements and at least two Housing Units, respectively, to be undertaken and completed by the dates set forth in Section 2.2(j) or such other dates as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

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

c. Upon completion of the Infrastructure Improvements, Developer shall dedicate the On-site Improvements and any right-of-way thereunder to the County, subject to the County's acceptance of such dedication under the terms hereof. Upon notice from the Developer of completion of the Infrastructure Improvements, the County shall inspect the Infrastructure Improvements, as applicable, and determine whether they have been completed in accordance with this Agreement. If (i) the County finds that the Infrastructure Improvements have been duly completed in compliance with this Agreement and all federal, State, and County laws, regulations, ordinances, policies, and procedures; and (ii) the County is in receipt of copies of the maintenance bonds required by Section 3.4, then the County shall accept dedication of the On-site Improvements and associated right of way from Developer and accept the Off-site Improvements as completed.

Section 3.3. Certification of Qualified Costs and Expenses. The Developer shall certify to the County the amount of all Qualified Costs and Expenses of the Infrastructure Improvements dedicated to and accepted by the County, and that such amounts are true and correct. The Developer shall submit a separate Certification for each of the Off-site Improvements and On-site Improvements after all the Infrastructure Improvements have been completed, dedicated to and accepted by the County. *See Exhibit D for the form of Certification.* Along with each Certification, Developer shall attach invoices for and other documentation showing substantiation of Qualified Costs and Expenses incurred for construction of

the Off-site Improvements and On-site Improvements. The County's engineer shall review Developer's Certification to verify the submitted costs and expenses as Qualified Costs and Expenses.

Section 3.4. Bonding Requirements. Developer shall obtain, or require each of its general contractors to obtain, one or more bonds that guarantee the faithful performance of this Agreement for, in the aggregate, the anticipated full value of the completed Off-site Improvements and that further guarantee the prompt payment of all materials and labor. The performance bond(s) shall remain in effect until construction of such Off-site Improvements is completed. Developer shall further obtain, or require each of its general contractors to obtain, four-year maintenance bond(s) covering all of the Infrastructure Improvements. The bonds shall clearly specify the Developer and County as joint obligees. The Developer shall also comply with all County requirements for the construction of the Infrastructure Improvements.

Section 3.5. No Special Legal Entitlements to Infrastructure Improvements. Developer recognizes and agrees that upon the County's acceptance of the Infrastructure Improvements, the Infrastructure Improvements shall be owned by the County and that nothing in this Agreement grants Developer any special legal entitlements or other rights not held by members of the general public with respect to ownership, sufficiency for any particular purpose, or use of the Infrastructure Improvements.

Section 3.6. Work in Right-of-Way Permit. In support of Developer's construction of the Off-site Improvements, the County agrees, contingent on the Developer's compliance with the terms of this Agreement, to provide Developer with a work in right-of-way permit for purposes of constructing the Off-site Improvements at no additional cost to the Developer. All other costs of designing and constructing the Off-site Improvements shall be paid by Developer.

ARTICLE IV. TAXES AND PAYMENTS

Section 4.1. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

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

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

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

Section 4.2. No Abatement. Homebuyers who purchase Housing Units within the Development Property are not eligible for tax abatement under any Urban Revitalization Plan or any other State, federal or local law. Developer shall inform Homebuyers and prospective contractors/builders who purchase lots in the Development Property of this limitation and direct said contractors/builders to share this limitation with any prospective Homebuyer. A provision to such effect contained in any recorded restrictive covenants, deed, or purchase contract shall satisfy this requirement. Alternatively, if no provision to this effect is contained in a recorded document, then Developer shall secure a receipt from all Homebuyers and purchasers of lots that they received such information prior to the sale in the form of Exhibit F.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

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

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

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

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

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date (excepting any portion of the Minimum Improvements no longer owned by Developer, whether following sale to a Homebuyer or dedication to and acceptance by the County), Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the County shall furnish proof of coverage or the payment of premiums on), insurance as is statutorily required and any additional insurance customarily carried by like enterprises engaged in like activities of comparable size and liability exposure.

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

d. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements (excepting any portion of the Minimum Improvements then-owned by a Homebuyer, or

dedicated to and accepted by the County), whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. COVENANTS OF THE DEVELOPER

Section 6.1. Maintenance of Properties. The Developer will maintain, preserve, and keep its properties (whether owned in fee or a leasehold interest), including but not limited to the Development Property (for so long as it is owned by Developer), in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions, subject to the following:

a. Developer's obligation under this Section 6.1 shall cease to apply to those portions of the Development Property that are conveyed to Homebuyers; and

b. Developer's obligation under this Section 6.1 shall cease to apply to those portions of the Development Property that are dedicated to and accepted by the County.

Section 6.2. Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and the Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. The Developer will comply with all State, federal, and local laws, rules, and regulations relating to the Minimum Improvements.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any applicant, employee, Homebuyer, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, Homebuyers, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5. Available Information. Upon request, Developer shall promptly provide the County with copies of information requested by County that are related to this Agreement so that County can determine compliance with the Agreement.

Section 6.6. LMI Assistance. The County and Developer acknowledge the statutory requirements of Chapter 403, Code of Iowa, specifically with respect to the Low and Moderate Income (LMI) housing assistance. The current applicable percentage for Jasper County is 38.04%. The County will set aside a portion of the Tax Increment collected from the Development Property in each year that an Economic Development Grant is made to Developer in order to comply with Iowa Code Section 403.22. The statutory requirements with respect to LMI assistance may be met by the construction of LMI-affordable Housing Units as part of the development under this Agreement, which would decrease the required set aside funds.

ARTICLE VII. ASSIGNMENT AND TRANSFER

Section 7.1. Status of the Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, the Developer will not dispose of all or substantially all of its assets or transfer, convey, or assign its interest in this Agreement to any other party unless (i) the transferee partnership, corporation or individual assumes in writing all of the obligations of the Developer under this Agreement with respect to the portion of the Development Property being transferred and (ii) the County consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. During the term of this Agreement, the Developer agrees that no portion of the Development Property or Minimum Improvements shall be transferred or sold to a non-profit entity or used for a purpose that would exempt said portion of the Development Property from property tax liability. Notwithstanding the prior sentence, Developer may convey portions of the Development Property to the County to be used by the County for public infrastructure, or other public purposes. During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. BENCHMARK AND ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Benchmark Grant.

a. Payment. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the County agrees, subject to the Developer being and remaining in compliance with this Agreement to make a one-time “Benchmark Grant” in the amount of the lesser of \$315,000 or the Qualified Costs and Expenses incurred in constructing the Off-site Improvements, which Benchmark Grant shall be paid within thirty days after all of the following have occurred:

- (1) Developer has completed the On-site Improvements and the County has accepted dedication of the On-site Improvements and associated right-of-way; and
- (2) Developer has completed the Off-site Improvements and the County has accepted the same as completed; and
- (3) Developer has filed the Certification of Qualified Costs and Expenses required under Section 3.3 for the Off-site Improvements and the County has approved the same; and
- (4) Developer has completed two Housing Units on the Development Property as evidenced by Developer’s receipt of a certificate of occupancy for the Housing Units.

b. Source of Funding/County Advance. The Benchmark Grant shall be payable solely and only from the proceeds of the County Advance. Through the approval of this Agreement, the parties acknowledge that the County Advance constitutes debt from an urban renewal project which the County

is authorized to certify under Iowa Code Section 403.19 for purposes of obtaining reimbursement for the County Advance from the division of revenue within the Urban Renewal Area as authorized by Section 403.19 and the Urban Renewal Plan, but only after Developer is no longer eligible for any Economic Development Grants.

Section 8.2. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the County agrees, subject to the Developer being and remaining in compliance with this Agreement, to make up to ten (10) consecutive annual payments of Economic Development Grants to the Developer under the following terms and conditions:

a. Payment and Calculation of Economic Development Grants. Starting with the June 1 of the first fiscal year that the County receives Tax Increment for the Urban Renewal Area, and on each June 1 thereafter, the County shall make an Economic Development Grant to Developer until the earliest of: (i) ten (10) Economic Development Grants have been paid to Developer, (ii) the maximum aggregate amount of Economic Development Grants, as described in Section 8.2(b), has been paid to Developer; (iii) the County's ability to collect Tax Increment ends; or (iv) this Agreement has been terminated pursuant to its terms.

Each annual payment shall be equal in amount to 100% of the Tax Increments remaining after the LMI assistance requirements of Chapter 403 are satisfied, with respect to the Tax Increments that were collected by the County with respect to the Development Property and Housing Units and deposited into Platinum Development Co., L.L.C. TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article.

For example, if no Housing Units are sold as LMI-affordable units, the LMI requirements of Chapter 403 require that 38.04% of the Tax Increments collected be placed in a fund for LMI housing and the Developer would receive 100% of the Tax Increments remaining after the LMI set-aside, or 61.96% of the originally collected Tax Increments.

Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amounts set forth in Section 8.2(b).

b. Maximum Amount of Economic Development Grants. The aggregate amount of the Economic Development Grants that may be paid to the Developer under this Agreement shall not exceed the lesser of: (i) the amount of Tax Increment actually collected as described in Section 8.2(a); (ii) \$321,000; or (iii) the aggregate amount of the Qualified Costs and Expenses submitted to the County pursuant to Section 3.3 and approved by the County as a part of Developer's completion of the On-site Improvements. It is further agreed and understood that each Economic Development Grant shall come solely and only from incremental taxes received by the County under Iowa Code Section 403.19 from levies upon the Development Property and Housing Units and in no event shall Developer be entitled to

receive more than calculated under the formula set forth in Section 8.2(a), even if the aggregate amount is less than \$321,000 or the aggregate amount of the Qualified Costs and Expenses for the On-site Improvements.

c. Certification of Infrastructure Improvement Costs. The Developer acknowledges that under current law, for non-LMI residential urban renewal projects, Tax Increment can only be used in support of the provision of public improvements related to housing and residential development; therefore, the amount of Tax Increment used for the Project cannot exceed the Qualified Costs and Expenses for the On-site Improvements. The obligation of the County to make any Economic Development Grants to the Developer shall be subject to and conditioned upon, among other things, the timely filing by the Developer of the Certification of Qualified Costs and Expenses required under Section 3.3 for the On-site Improvements and the County's approval thereof.

d. County Certification, Timing. It is the responsibility of the Developer to inform the County in writing when it wishes that the County first certify debt in the Urban Renewal Area by submitting the form attached as Exhibit E by October 1 of the year the Developer wishes the County to certify for Tax Increment. After the Developer requests that the County first certify for Tax Increment, and if the Developer's Certification and supporting documentation is timely filed, contains the information required under Section 3.3, and the County approves of the same; and Developer satisfies all terms of this Agreement and all conditions precedent in Section 8.2(e) are satisfied, the County shall certify to the appropriate County office prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County as taxes are paid during the following fiscal year and a portion of which shall thereafter be disbursed to the Developer on June 1 of that fiscal year, provided that Developer remains in compliance with the terms of this Agreement at the time of payment. As an example, if the first two Housing Units are built and fully assessed on January 1, 2025, and if the Developer requests the County to first certify by October 1, 2025, the County would then review the Developer's request, and if approved and all other terms of this Agreement are satisfied, would certify for the Tax Increment generated by the Housing units by December 1, 2025, for collection by the County in fiscal year 26-27, allowing for initial Grant to be paid to Developer on June 1, 2027, all subject to the terms of this Article and this Agreement.

If Developer fails to submit a written request that the County first certify debt under this Section 8.2(d) by October 1, 2027, then this Agreement shall automatically terminate with no further action required by the County.

e. Conditions Precedent. Notwithstanding the provisions of this Section 8.2, the obligation of the County to make an Economic Development Grant in any year shall be subject to and conditioned upon all of the following:

- i. Developer's dedication of the Infrastructure Improvements to the County and the County's acceptance thereof (i.e., Developer's completion of the Infrastructure Improvements consistent with this Agreement, including completion by the date set forth in Section 2.2(j) and the provision of the maintenance bonds required by Section 3.4);
- ii. Developer's timely filing of the Certification of the Qualified Costs and Expenses of Infrastructure Improvements as set forth in Section 3.3, using Exhibit D;

- iii. Developer completing at least two Housing Units consistent with this Agreement;
- iv. Developer's filing of the written request that the County first certify debt, using Exhibit E, received by the County no later than October 1, 2027;
- v. Developer's compliance with the terms of this Agreement at the time of payment.

In the event that an Event of Default occurs, the County shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Section 8.3. TIF Ordinance and Annual Appropriation.

a. The County hereby covenants and agrees to maintain the Ordinance with respect to the Development Property in force during the term of this Agreement to the extent allowed by law and to apply the incremental taxes collected in respect of the Development Property and the Housing Units and allocated to Platinum Development Co., L.L.C. TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other County funds.

b. Each Economic Development Grant is subject to annual appropriation by the Board of Supervisors. The right of non-appropriation reserved to the County in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the County's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the County within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the County, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the County shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.2 hereof, the County shall have no obligation to make an Economic Development Grant to the Developer if at any time during the term hereof the County fails to appropriate funds, does not receive Tax Increment, or receives an opinion from a court of competent jurisdiction to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to the Developer, as contemplated under said Section 8.2, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the County under the Urban Renewal Act or other applicable provisions of the Code, as then constituted. Upon such an event, the County shall promptly forward a notice of the same to the Developer. If the circumstances or legal constraints continue for a period during which two (2) Economic Development Grants would otherwise have been paid to the Developer under the terms of Section 8.1, the County may terminate this Agreement, without penalty or other liability to the Developer, by written notice to the Developer.

d. The County makes no representation with respect to the amounts that may finally be paid to the Developer as the Economic Development Grants, and under no circumstances shall the County in any manner be liable to the Developer so long as the County timely applies the Tax Increments actually collected and held in Platinum Development Co., L.L.C. TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to the Developer, as and to the extent described in this Article.

Section 8.4. Use of Other Tax Increments/County Costs.

a. Subject to the terms of this Article, the County shall be free to use any and all available Tax Increments in excess of the stated maximum or resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act, including but not limited to recovering the County's costs in establishing the Plan and adopting this Agreement, and the County shall have no obligations to the Developer with respect to the use thereof.

b. If, prior to the payment of the tenth (10th) Economic Development Grant to Developer, the County has not recouped from Tax Increments its costs incurred in connection with the drafting and adoption of the Urban Renewal Plan and the negotiation, drafting, adoption, and administration of this Agreement, including, but not limited to, publication fees for legal notices, actual costs associated with County Board meetings and reasonable legal fees of the County, the County shall deduct the amount of such costs from the tenth (10th) Economic Development Grant. If this Agreement terminates prior to the completion of any Housing Units, then the Developer shall pay the County's costs described in this provision within thirty (30) days of written demand of payment being made by the County to Developer.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. The Developer releases the Indemnified Parties from, covenants, and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about, or resulting from any defect in, the Development Property, or the Minimum Improvements (but, with respect to the Infrastructure Improvements, only until the County accepts said Infrastructure Improvements and the maintenance bond has been issued on said Infrastructure Improvements).

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by the Developer against the County to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements (but, with respect to the Infrastructure Improvements, only until the County accepts said Infrastructure

Improvements and the maintenance bond has been issued on said Infrastructure Improvements), or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

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

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

ARTICLE X. DEFAULT AND REMEDIES

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

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

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

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

d. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

e. The Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due; or

iv. be adjudicated bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer, and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or

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

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the County, as specified below, may take any one or more of the following actions after (except in the case of an Event of Default under subsections 10.1(d-f) which do not require a notice and cure period) the giving of thirty (30) days' written notice by the County to the Developer and the holder of the First Mortgage (but only to the extent the County has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the County that the Event of Default will be cured as soon as reasonably possible:

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

b. The County may terminate this Agreement;

c. The County shall have no obligation thereafter to make any payments to Developer in respect of the Benchmark Grant or Economic Development Grants; and

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

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

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

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

ARTICLE XI. MISCELLANEOUS

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

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

- a. In the case of the Developer, is addressed or delivered personally to Platinum Development Co., L.L.C. at 3035 99th Street, Urbandale, IA 50322; Attn: Chris Dawson, CEO; and
- b. In the case of the County, is addressed to or delivered personally to the County at Jasper County Courthouse, 101 1st Street North, Newton, Iowa 50208, Attn: County Auditor;

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

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

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

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

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

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

Section 11.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31 of the year in which the final Economic Development Grant is paid, unless the Agreement is terminated earlier by the other terms of this Agreement.

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

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

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

(SEAL)

JASPER COUNTY, IOWA

By: _____
Brandon Talsma, Chairperson

ATTEST:

By: _____
Jenna Jennings, County Auditor

STATE OF IOWA)
) SS
COUNTY OF JASPER)

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

Notary Public in and for the State of Iowa

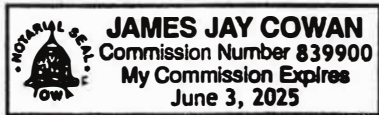
[Signature page to Agreement for Private Development -- Jasper County, Iowa]

PLATINUM DEVELOPMENT CO., L.L.C.,
an Iowa limited liability company

By: _____
Chris Dawson, CEO

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 18 day of April, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Chris Dawson, to me personally known, who, being by me duly sworn, did say that he is the CEO of Platinum Development Co., L.L.C., an Iowa limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said CEO acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.



Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – Platinum Development Co., L.L.C.]

EXHIBIT A

DEVELOPMENT PROPERTY

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

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.

EXHIBIT B

MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of the Housing Units and the Infrastructure Improvements.

The Housing Units shall consist of the construction of single-family Housing Units together with related site improvements on the Development Property, to be constructed consistent with approved zoning, ordinances, plats and plans.

The Infrastructure Improvements include the construction and/or installation of the On-site Improvements and the Off-site Improvements.

The On-site Improvements means the public infrastructure constructed by the Developer on the Development Property including the construction and installation of a street tentatively named "Fairview Lane" pursuant to County requirements, and installation of associated utilities including sanitary sewer, water, and storm sewer infrastructure to serve the residential development, as depicted in Exhibit B-1.

The Off-site Improvements means paving the portion of existing County road N 51st Ave W adjacent to the Development Property consistent with County requirements, as depicted in Exhibit B-1.

EXHIBIT B-1

PRELIMINARY PLAT



Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611
Return to: Jenna Jennings, County Auditor of Jasper County, 101 1st Street North, Newton, Iowa 50208

EXHIBIT C

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, Jasper County, Iowa (the “County”) and Platinum Development Co., L.L.C., an Iowa limited liability company (the “Developer”), did on or about the ____ day of _____, 2024, make, execute, and deliver an Agreement for Private Development (the “Agreement”), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the County and as more particularly described as follows:

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.

(the “Development Property”); and

WHEREAS, the term of this Agreement shall commence on the ____ day of _____, 2024 and terminate on the Termination Date, as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any

claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

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

IN WITNESS WHEREOF, the County and Developer have executed this Memorandum of Agreement for Private Development as of the ____ day of _____, 2024.

[Rest of page intentionally left blank; Signature pages to follow]

(SEAL)

JASPER COUNTY, IOWA

By: _____
Brandon Talsma, Chairperson

ATTEST:

By: _____
Jenna Jennings, County Auditor

STATE OF IOWA)
) SS
COUNTY OF JASPER)

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

Notary Public in and for the State of Iowa

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

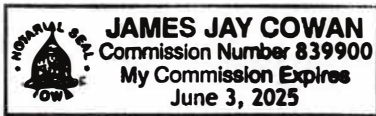
PLATINUM DEVELOPMENT CO.,
L.L.C., an Iowa limited liability company

By: _____
Chris Dawson, CEO

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 18 day of April, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Chris Dawson, to me personally known, who, being by me duly sworn, did say that he is the CEO of Platinum Development Co., L.L.C., an Iowa limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said CEO acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa



*[Signature page to Memorandum of Agreement for Private Development –
Platinum Development Co., L.L.C.]*

EXHIBIT D
DEVELOPER CERTIFICATION OF COSTS OF [ON-SITE] OR [OFF-SITE] IMPROVEMENTS
DEDICATED TO AND ACCEPTED BY THE COUNTY

Platinum Development Co., L.L.C. (the "Developer") certifies that the expenses shown on the table below were/are the actual expenses incurred by the Developer for the [On-site] or [Off-site] Improvements dedicated to and accepted by the County which were constructed to facilitate the development of Housing Units that are the subject of a Development Agreement entered into the ____ day of _____, 2024 between Jasper County, Iowa and the Developer (the "Agreement").

Project Cost Category	Engineering, Plans, Specifications	Construction Costs	Legal Costs	Drainage, Landscaping, Grading	Allowable Interest	Miscellaneous
Invoice description and cost	\$14,000.00	Soil Testing \$6,000.00		Grading \$70,840.00	6 Months \$11,500.00	
Invoice description and cost		Paving \$202,750.00		Drainage \$7,600.00		
Invoice description and cost		Bond 8,000.00				
Invoice description and cost						
Invoice description and cost						
Total Cost per category	\$14,000.00	\$216,750.00		\$78,440.00	\$11,500.00	

If you need additional space please attach another table.

Attach actual receipts and invoices

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

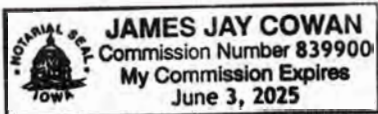
PLATINUM DEVELOPMENT CO., L.L.C.

By: _____

Its: CEO

STATE OF IOWA)
) SS
 COUNTY OF Polk)

On this 18 day of April, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Chris Dawson to me personally known, who, being by me duly sworn, did say that s/he is CEO of Platinum Development Co., L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Chris Dawson as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him/her voluntarily executed.



James Jay Cowan
 Notary Public in and for the State of Iowa

**EXHIBIT D
DEVELOPER CERTIFICATION OF COSTS OF ~~[ON-SITE]~~ OR [OFF-SITE] IMPROVEMENTS
DEDICATED TO AND ACCEPTED BY THE COUNTY**

Platinum Development Co., L.L.C. (the "Developer") certifies that the expenses shown on the table below were/are the actual expenses incurred by the Developer for the ~~[On-site]~~ or [Off-site] Improvements dedicated to and accepted by the County which were constructed to facilitate the development of Housing Units that are the subject of a Development Agreement entered into the ____ day of _____, 2024 between Jasper County, Iowa and the Developer (the "Agreement").

Project Cost Category	Engineering, Plans, Specifications	Construction Costs	Legal Costs	Drainage, Landscaping, Grading	Allowable Interest	Miscellaneous
Invoice description and cost	\$22,000.00	Soil Testing \$6,000.00		Grading \$47,220.00	18 Months \$34,500.00	
Invoice description and cost		Paving \$154,250.00		Drainage \$8,500.00		
Invoice description and cost		Bond 8,000.00				
Invoice description and cost		Road Closure \$4,500.00				
Invoice description and cost		Management Fee \$30,000.00				
Total Cost per category	\$22,000.00	\$202,750.00		\$55,720.00	\$34,500.00	

If you need additional space please attach another table.

Attach actual receipts and invoices

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

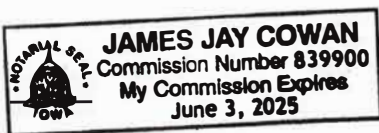
PLATINUM DEVELOPMENT CO., L.L.C.

By: _____

Its: CEO

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 18 day of April, 20____, before me the undersigned, a Notary Public in and for said State, personally appeared Chris Dawson to me personally known, who, being by me duly sworn, did say that s/he is CEO of Platinum Development Co., L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Chris Dawson as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him/her voluntarily executed.



James Jay Cowan
Notary Public in and for the State of Iowa

EXHIBIT E

DEVELOPER'S REQUEST FOR COUNTY CERTIFICATION FOR TAX INCREMENT
FROM HILLTOP ESTATES URBAN RENEWAL AREA

Developer must file this Request for County Certification by October 1 of the year in which it requests that the County certify its request for Tax Increment by December 1. Please note, the County will certify in the year Developer submits this form. **The County's certification will set the base year and start the time for expiration for the Hilltop Estates Urban Renewal Area.** If Developer has any questions regarding the timing of the submission of this form, it should seek legal counsel of its choosing.

The Developer requests that the County certify its request for Tax Increment for the Hilltop Estates Urban Renewal Area by December 1 of the year of this Request.

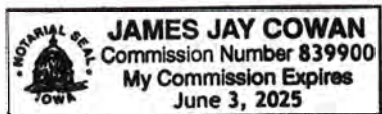
Signed this 18 day of April, 2024.

PLATINUM DEVELOPMENT CO., L.L.C.,
an Iowa limited liability company

By: [Signature]
Chris Dawson, CEO

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 18 day of April, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Chris Dawson, to me personally known, who, being by me duly sworn, did say that he is the CEO of Platinum Development Co., L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said CEO, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.



[Signature]
Notary Public in and for said State

EXHIBIT F

RECEIPT OF HOMEBUYER REGARDING NON-ELIGIBILITY FOR TAX ABATEMENT

To:

By signing this form, you (the Homebuyer) acknowledge receipt of this document, which informs you that as a homeowner purchasing the below-described property, you will not be eligible for tax abatement under any urban revitalization plan of Jasper County, or any other state, federal, or local law.

[legal description, property address]

Signature: _____

Print Name: _____

Date: _____

Address: _____

02324645\10747-057



14 Crosby Dr., 2nd Fl.,
Bedford, MA 01730
Tel: (978) 215-2400

May 8, 2024

Wendy Hecox
Jasper County Sheriff's Office
2300 Law Center Drive
Newton, IA 50208
Whecoc@jaspersheriff.org
(614) 791-7081

RE: Extension to Maintenance and Support Agreement # 0003484-001

Dear Wendy Hecox,

By means of this letter, IDEMIA Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Jasper County Sheriff's Office** Maintenance and Support Agreement for the period **6/17/2024** through **6/16/2025**.

All terms and conditions of the original agreement shall remain in full force and effect.

Please indicate acceptance of this extension by signing in the acceptance block below and returning it to my attention via Email at Tracey.Brown@us.idemia.com at your soonest convenience.

If you have any questions or need further clarification, please contact me at 615-946-5964 or e-mail Tracey.Brown@us.idemia.com. Thank you in advance.

Thank you,

Tracey Brown

Tracey Brown
Maintenance Agreement Specialist
IDEMIA Identity & Security USA LLC

Accepted by:

IDEMIA IDENTITY & SECURITY USA LLC

JASPER COUNTY SHERIFF'S OFFICE

Signed by:  _____

Signed by: _____

Printed Name: Casey Mayfield

Printed Name: _____

Title: Sr. Vice President

Title: _____

Date: May 8, 2024

Date: _____

Please note this is not an invoice. An invoice will be provided after receipt of the signed document or purchase order.

Exhibit A: Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. SA # 0003484-001

CUSTOMER: Jasper County Sheriff's Office

The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
LiveScan – TPE-5	Idemia LiveScan Station Cabinet Tenprint/Palmprint, Idemia LiveScan Station Software, FBI Appendix F Certified Tenprint/Palmprint 1000PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block, Computer, Touch screen monitor, keyboard, Ruggedized Cabinet fixed-height with foot pedal for hands free advancement, Mugshot Capture to include Camera, Software, Tripod, DL Reader, Signature Capture Pad 1x5, UPS, Standard IA-DPS Workflows and Profiles	IATPE025	1
Printer	Printer Tenprint Card, Black & White, Duplexer, +3 Trays	IATPELX025	1

ADDITIONAL TERMS

END OF LIFE

IDEMIA develops, manufactures, licenses and offers high technology products and services. In the ordinary course of its product development life cycle, IDEMIA will declare certain products as obsolete and end-of-life ("EOL"). In the event that IDEMIA determines that a product is EOL, IDEMIA shall endeavor to provide its customer with at least twelve (12) months advanced notice of the EOL date. Such notice shall include the planned last purchase order date and last shipment date for the EOL product. At the time that IDEMIA provides its customers with such EOL notice, IDEMIA shall further endeavor to provide its customer with notice of IDEMIA's intent to offer a next version of the product, or a new or substitute product or service with the same or similar functionality to the EOL product. IDEMIA's product EOL notice shall also include the planned period for any continued technical support of the EOL product. During any continued technical support period, IDEMIA will continue to use commercially reasonable efforts to repair the EOL product based on availability of parts and availability of trained technical support, however, IDEMIA does not warrant performance of the EOL product and IDEMIA will not prepare any further updates or maintenance fixes for the EOL product.

PRICE INCREASE

Price Protection. On the Effective Date of each year during the Term, either Party may notify the other in writing of any desired change in the price of any of the Products as a result of an increase or decrease in IDEMIA's actual costs in the maintenance and support of the Products. After a Party has received such notice, if such Party does not accept any or all of such price changes, IDEMIA and Customer shall negotiate in good faith for a period not to exceed ten (10) days. In the absence of agreement regarding any proposed price changes, the prices shall remain unchanged pending resolution pursuant the executive escalation. Any mutually agreed-upon change in the price for the Products will be documented in writing signed by Customer and IDEMIA and will be implemented on the date agreed by the Parties.

Inflation Adjustment. The Services prices identified above shall be adjusted for inflation on an annual basis during the term of this Agreement based upon the Consumer Price Index (CPI) appropriate for these Products and Services as of the

Effective Date of the parties Agreement.

Exhibit B: Maintenance and Support Agreement - Number SA # 0003484-001

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 **Error Correction Status Report.** Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. **Customer Responsibility.**

2.1 Customer is responsible for running any installed anti-virus software.

2.2 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. **Seller Responsibility.**

3.1 **Anti-virus software.** At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 **Customer Notifications.** Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 **Account Reviews.** Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 **Remote Installation.** At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

Exhibit C: Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 0003484-001 Date May 8, 2024
New Term Effective Start 6/17/2024 End 6/16/2025

For support on covered products, please contact Technical Help Desk at (800) 734-6241
or email at: AnaheimCSCenter@us.idemia.com

STANDARD SUPPORT

Advantage – Software Support

- ◆ Telephone Response: 2 Hour
- ◆ Remote Dial-In Analysis
- ◆ Unlimited Telephone Support
- ◆ Standard Releases & Updates
- ◆ Software Customer Alert Bulletins
- ◆ Automatic Call Escalation
- ◆ Supplemental Releases & Updates
- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM

On-Site Hardware Support

- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM
- ◆ Next Day PPM On-site Response
- ◆ Hardware Vendor Liaison
- ◆ Defective Parts Replacement
- ◆ Escalation Support
- ◆ Hardware Customer Alert Bulletins
- ◆ Hardware Service Reporting
- ◆ Product Repair
- ◆ Equipment Inventory Detail Management

Parts Support

- ◆ Parts Ordered & Shipped Next Business Day
- ◆ Parts Customer Alert Bulletins
- * If customer is providing their own on-site hardware support, the following applies:*
 - Customer Orders & Replaces Parts
 - Telephone Technical Support for Parts Replacement Available

GRAND TOTAL*: **\$ 3,108.00**

*Exclusive of taxes if applicable

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)
Please note this is not an invoice. An invoice will be provided after receipt of the signed document.



14 Crosby Dr., 2nd Flr.
Bedford, MA 01730
Tel: (978) 215-2400
Fax: (978) 215-2500

May 2, 2023

Wendy Hecox
Jasper County Sheriff's Office
2300 Law Center Drive
Newton IA, 50208
Whecoc@jaspersheriff.org
(641) 791-7081

RE: Extension to Maintenance and Support Agreement # 003484-001

Dear Wendy Hecox,

By means of this letter, Idemia Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends Jasper County Sheriff's Office Maintenance and Support Agreement for the period June 17, 2023, through June 16, 2024.

All terms and conditions of the original agreement shall remain in full force and effect.

Please indicate acceptance of this extension by signing in the acceptance block below and returning it to my attention via Email at helen.bakkers@us.idemia.com at your soonest convenience.

If you have any questions or need further clarification, please contact me at (714) 575-2989 or e-mail helen.bakkers@us.idemia.com. Thank you in advance.

Thank you,

Helen Bakkers
Maintenance Agreement Specialist
Idemia Identity & Security USA LLC

Accepted by:

IDEMIA IDENTITY & SECURITY USA LLC

Signed by:

Printed Name: Casey Mayfield

Title: Vice President

Date: 5/2/2023

JASPER COUNTY SHERIFF'S OFFICE

Signed by:

Printed Name: Brandon Talsma

Title: Chair, Board of Supervisors

Date: 13 June 2023

Attest:
Jenna Jennings, County Auditor

Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. SA # 003484-001

CUSTOMER: Jasper County Sheriff's Office

The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
ELSA-D	LiveScan Station Cabinet Tenprint/Palmprint	IATPE025	1
Printer	Lexmark	IATPELX025	1

Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 003484-001 **Date** May 2, 2023
New Term Effective **Start** June 17, 2022 **End** June 16, 2023

For support on covered products, please contact Technical Help Desk at (800) 734-6241 or email at: AnaheimCSCenter@us.idemia.com

STANDARD SUPPORT

Advantage – Software Support

- ◆ Telephone Response: 2 Hour ◆ Standard Releases & Updates ◆ Supplemental Releases & Updates
- ◆ Remote Dial-In Analysis ◆ Software Customer Alert Bulletins ◆ 8 a.m. – 5 p.m. Monday to Friday PPM
- ◆ Unlimited Telephone Support ◆ Automatic Call Escalation

On-Site Hardware Support

- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM ◆ Defective Parts Replacement ◆ Hardware Service Reporting
- ◆ Next Day PPM On-site Response ◆ Escalation Support ◆ Product Repair
- ◆ Hardware Vendor Liaison ◆ Hardware Customer Alert Bulletins ◆ Equipment Inventory Detail Management

Parts Support

- ◆ Parts Ordered & Shipped Next Business Day ◆ Parts Customer Alert Bulletins
- * If customer is providing their own on-site hardware support, the following applies:*
- Customer Orders & Replaces Parts ➤ Telephone Technical Support for Parts Replacement Available

GRAND TOTAL \$ 2,960.00

*Exclusive of taxes if applicable

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)
Please note this is not an invoice. An invoice will be provided after receipt of the signed document.

Resolution _____

STATE OF IOWA
Jasper County



TRANSFER ORDER

\$69,251.62

Newton, Iowa, May 21, 2024

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Sixty nine thousand two hundred fifty one dollars 62/100***

To: Various Funds
(See Below)

To: 2080 - (2021) Solar Project

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Debt Payment

By Order of Board of Supervisors.

Supervisor

Attest

NO. 1519

Teresa Anstadt

Auditor/Designee

This transfer will cover the Solar Project Lease Payment.

The remainder of the various debt service funds are being transferred to the 2021 Solar Project debt service fund.

From Fund	To Fund	Amount
2013 (2012C)	2080 - (2021) Solar Project	\$ 76,921.28
2085 (1520)	2080 - (2021) Solar Project	\$ 10,940.74
2014 (2013 Refunded)	2080 - (2021) Solar Project	\$ 15,713.87
		\$ -
		\$ -
		\$ -
		\$ 103,575.89

Resolution _____

STATE OF IOWA
Jasper County

}

TRANSFER ORDER

\$430,667.50

Newton, Iowa, May 21, 2024

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Twenty thousand six hundred sixty seven dollars and 50/100***

From: 0802- Amended
JC 28E Subfund

To: 2015 (2007) TPI Refunded

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Debt Payment



By Order of Board of Supervisors.

Supervisor

Attest

Teresa Howard
Auditor/Designee

NO. 1520

This transfer will cover the following bond:
\$4,825,000 bonds dated 11-1-2001 for the TPI/Opus Economic Development Grant.

Resolution _____

STATE OF IOWA
Jasper County



TRANSFER ORDER

\$276,966.00

Newton, Iowa, May 21, 2024

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Two hundred seventy six thousand nine hundred sixty six dollars and 00/100***

From: 1520- (2023)
Legacy Plaza Cap Proj

To: 2005 - (2023) Legacy Plaza
Debt Service

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Debt Payment



By Order of Board of Supervisors.

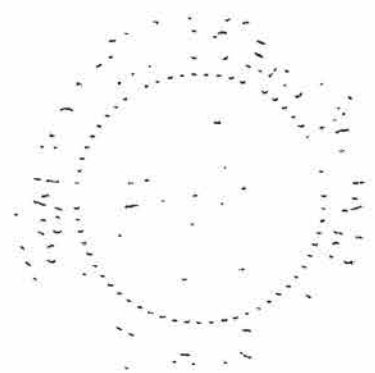
Supervisor

Attest

Tuesah mital
Auditor/Designee

NO. 1521

This transfer will cover the payment that will be made May 30, 2024 for debt payment on the following bond:
Taxable GO Urban Renewal Capital Loan Notes, Series 2023, Legacy Plaza.



May 14, 2024

Tuesday, May 14, 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.

Sheriff John Halferty presented the FY2025 GTSB Highway Safety Contract, a grant for \$5,900.00.

Motion by Cupples, seconded by Stevenson to approve the FY2025 GTSB Highway Safety Contract.

YEA: STEVENSON, CUPPLES, TALSMA

Community Development Director, Kevin Luetters, presented the Jasper County Subcontract for Private Well Grant for \$50,505.00.

Motion by Cupples, seconded by Stevenson to approve the Jasper County Subcontract for Private Well Grant.

YEA: CUPPLES, STEVENSON, TALSMA

Luetters also presented the Resolution Approving Hilltop Estates Subdivision.

Motion by Stevenson, seconded by Cupples to adopt Resolution 24-55 Hilltop Estates Subdivision.

YEA: TALSMA, STEVENSON, CUPPLES

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

Human Resources Director, Dennis Simon, presented the Revised Hiring Resolution for County Attorney's Office Summer Internship, Replacing Resolution 24-04, for Collin Jacobsen.

Motion by Cupples, seconded by Stevenson to adopt Hiring Resolution 24-56 County Attorney's Office Summer Internship-Collin Jacobson, replacing Resolution 24-04.

YEA: CUPPLES, STEVENSON, TALSMA

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

Engineer Mike Frietsch presented the Rock Creek Maintenance Agreement with Iowa DOT.

Motion by Cupples, seconded by Stevenson to approve the Rock Creek Maintenance Agreement with Iowa DOT.

YEA: TALSMA, CUPPLES, STEVENSON

Frietsch also presented Resolution Vacating a Portion of the E 76th St S Right-of-Way.

Motion by Stevenson, seconded by Cupples to adopt Resolution 24-57 Vacating a Portion of the E 76th St S Right-of-Way.

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 approve liquor license for Sugar Grove Vineyards.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to approve the Board of Supervisors minutes for May 7, 2024.

YEA: STEVENSON, TALSMA, CUPPLES

There were no Board Appointments.

Motion by Stevenson, seconded by Cupples to enter into Close Session requested by Adam Sparks in Accordance with Iowa Code Section 21.5(c).

YEA: TALSMA, STEVENSON, CUPPLES

Motion by Stevenson, seconded by Cupples to exit out of Close Session.

YEA: CUPPLES, TALSMA, STEVENSON

Talsma directed the County Attorney's Office to contact Sunbelt and the Auditor's Office to contact Government Capital, as discussed.

Motion by Stevenson, seconded by Cupples to enter into Close Session requested by Scott Nicholson in Accordance with Iowa Code Section 21.5(c).

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to exit Close Session.

YEA: TALSMA, STEVENSON, CUPPLES

Motion by Cupples, seconded by Stevenson to adjourn the regular meeting and enter the work session.

Human Resources Director, Dennis Simon, gave an update on the revised Policy Manual.

Motion by Cupples, seconded by Stevenson to adjourn the Tuesday, May 14, 2024, meeting of the Jasper County Board of Supervisors.

YEA: STEVENSON, CUPPLES, TALSMA

Teresa Arrowood, Deputy Auditor

Brandon Talsma, Chairman