

Jasper County, Iowa

Joe Brock

Denny Carpenter

Doug Cupples



Board of Supervisors

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

JASPER COUNTY BOARD OF SUPERVISORS AGENDA

www.co.jasper.ia.us

August 14, 2018

9:30 a.m.

Pledge of Allegiance

- Item 1 Auditor – Dennis Parrott
 - a) Cerberus License Agreement
- Item 2 Treasurer – Doug Bishop
 - a) Clerks Position
- Item 3 Approval of Recorder's Monthly Report for July 2018
- Item 4 Approval of HIRTA Lease Agreement Renewal
- Item 5 Approval to Cancel Outstanding Warrants
- Item 6 Approval of Liquor License for Iowa Beer Bus
- Item 7 Approval of Board of Supervisors minutes for 8/7/2018

PUBLIC INPUT & COMMENTS

Cerberus, LLC
3033 Wilson Blvd
Ste E-815
Arlington VA 22201



Jasper County Courthouse
Tina Mulgrew
101 1st St N Ste 202
Newton IA 50208

Quote # 001960513
Quote Date July 10, 2018
Quote Total (USD) \$800.00

Contact: Tina Mulgrew

Item	Description	Unit Cost	Quantity	Line Total
EXT-PRO-3	Extends the service agreement on an existing license of Cerberus FTP Server Professional for 3 years. Discounted rate.	800.00	1	800.00
	Renewal for:			
	Asset: A-2016-90352209345-1			
	Jasper County Courthouse			
	Tina Mulgrew <tmulgrew@co.jasper.ia.us>			
	Support Expires: Sep 07, 2018			
	Renew from Sep 07, 2018 to Sep 07, 2021			

Quote Total (USD) \$800.00

Terms

Please note that this is only a quote.

We will email you an invoice once we receive a signed PO, or after you accept this quote.

Payment terms are NET30 with a signed PO. Due on receipt without a PO.

Electronic delivery only.

Quotes are valid for 60 days.

Signed POs can be emailed to presales@cerberusftp.com.

All quotes and purchase orders are subject to the terms and conditions outlined here:

<https://www.cerberusftp.com/products/end-user-license-agreement/>

Notes

Quote created for contract: C-2016-90625716317



End User License Agreement And Terms and Conditions of Sale

END USER LICENSE AGREEMENT
CERBERUS, LLC
CERBERUS FTP SERVER

Software License Agreement for Cerberus FTP Server

IMPORTANT- PLEASE READ CAREFULLY: BY INSTALLING THE SOFTWARE (AS DEFINED BELOW), COPYING THE SOFTWARE AND/OR CLICKING ON THE "ACCEPT" BUTTON BELOW, YOU (EITHER ON BEHALF OF YOURSELF AS AN INDIVIDUAL OR ON BEHALF OF AN ENTITY AS ITS AUTHORIZED REPRESENTATIVE, IN WHICH CASE THE ENTITY TAKES ON ALL RESPONSIBILITIES AND LIABILITIES AS THE LICENSEE UNDER THIS EULA) AGREE TO ALL OF THE TERMS OF THIS END USER LICENSE AGREEMENT ("AGREEMENT") REGARDING YOUR USE OF THE SOFTWARE. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, CLICK ON THE "CANCEL" BUTTON AND/OR DO NOT INSTALL, COPY OR OTHERWISE USE THE SOFTWARE.

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Subject to the terms below, Cerberus, LLC ("Cerberus, LLC") hereby grants you a perpetual, non-exclusive, non-transferable, revocable license to

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4. DISCLAIMER OF WARRANTY:

YOU AGREE THAT CERBERUS, LLC HAS MADE NO EXPRESS WARRANTIES, ORAL OR WRITTEN, TO YOU REGARDING THE PRODUCTS AND THAT THE PRODUCTS ARE BEING PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. CERBERUS, LLC DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SECURITY, AND FITNESS FOR A PARTICULAR PURPOSE.

5. INDEMNITY AND LIMITATION OF LIABILITY:

Indemnity

You agree to indemnify, defend and hold Cerberus, LLC and its principals, employees, contractors, suppliers, and agents harmless from any and all claims and/or demands, including reasonable attorneys' fees, made by any third party in connection with or arising out of (a) any use or misuse by you (or anyone using your account) of the Software; (b) any act or omission to act by you related to the Software; or (c) harm of any kind caused to any third party in any way involving the Software.

Limitation of Liability

You assume the entire risk of using the program. IN NO EVENT SHALL CERBERUS, LLC BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OF CERBERUS, LLC'S SOFTWARE, EVEN IF CERBERUS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CERBERUS, LLC'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE LICENSE FEE PAID BY YOU, PROVIDED, HOWEVER, IF THE RELEVANT PRODUCT WAS PROVIDED TO YOU AT NO CHARGE YOU AGREE CERBERUS, LLC SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES. THIS LIMITATION SHALL APPLY TO CLAIMS OF PERSONAL INJURY TO THE EXTENT PERMITTED BY LAW.

6. TERMINATION:

The license shall be revoked and this Agreement shall terminate automatically if you fail to comply with the limitations described in this Agreement. No notice shall be required from Cerberus, LLC to effectuate such revocation. Upon revocation, except for failure to renew, you must uninstall and destroy all copies of the Software. If you do not elect to continue the license following the expiration of the introductory period or you do not renew any one (1) year Service Agreement with Cerberus, LLC, your perpetual license will continue but you will no longer receive support for the Software.

7. MISCELLANEOUS:

Severability

In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

Export Law Assurance

You acknowledge and agree that the Software is subject to the U.S. Export Administration Regulations. Diversion of such Software contrary to U.S. law is prohibited. You agree that none of the Software, which is subject to the U.S. Export Administration Act, is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, not be used for nuclear activities, chemical or biological weapons, or missile projects unless authorized by the U.S. government. Proscribed countries are set forth in the U.S. Export Administration Regulations. You certify that you are not on the U.S. Department of Commerce's Denied Persons List. You are responsible for complying with any applicable local laws, including but not limited to the export and import regulations of other countries. These obligations survive expiration or termination of this EULA.

Governing Law

This EULA will be governed by Virginia law and the United States of America, without regard to its choice of law principles. The United Nations Convention for the International Sale of Goods shall not apply.

Entire Agreement

You agree that this is the entire agreement between you and Cerberus, LLC, which supersedes any prior agreement, whether written or oral, and all other communications between Cerberus, LLC and you relating to the subject matter of this Agreement.

Reservation of rights

All rights not expressly granted in this Agreement are reserved by Cerberus, LLC.

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale establish the basis on which the purchase and sale of products and services described in Customer

purchase orders and furnished by Cerberus, LLC (“Cerberus”), (hereinafter, “Item(s)” or “item(s)”) is made by and between you (“Customer”) and Cerberus. Every purchase order placed with Cerberus is conditioned on and confirms Customer’s acceptance of these terms and conditions of sale, and Cerberus agrees to furnish the Items described in Customer’s purchase orders only upon these terms and conditions. Any terms or conditions to the contrary appearing on orders, or within Customer’s terms and conditions of purchase or any other documentation shall be of no effect. No waiver, modification, or addition to these terms and conditions, or any assignment of Customer’s rights or obligations hereunder shall be valid or binding on Cerberus unless in writing and signed by an authorized Cerberus representative.

QUOTATIONS AND PURCHASE ORDERS:

Quotations submitted by Cerberus shall be valid for the period therein stated, or where no period is stated then for a period of thirty days from date that such quotation is issued by Cerberus. Each Purchase Order is subject to these Terms and Conditions of Sale which may not be modified or varied without our prior written agreement. For the purpose of this Agreement the terms Goods and Services shall be defined in the Purchase Order(s). A Purchase Order is deemed to have been accepted by us only after a written Order Acknowledgement has been issued to you. We reserve the right to refuse to accept any Purchase Order for whatever reason. If at any time after we receive your Purchase Order you wish to make any modifications or additions to it, we shall endeavor to comply with your request, on the understanding that any resultant variations such as price or delivery date must be accepted by us, in writing, in advance of the change being implemented.

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RECORDER'S MONTHLY REPORT
STATE OF IOWA, COUNTY OF JASPER

TO THE BOARD OF SUPERVISORS OF JASPER COUNTY:

I, Denise Allan, Recorder of the above named county and state do hereby certify that this is a true and correct statement of the fees collected by me in my office for the period of July 1, 2018 through July 31, 2018, and the same have been paid to the county Treasurer.

Denise Allan
Denise Allan, Jasper County Recorder

Date: August 6, 2018

Dennis Parrott, Jasper County Auditor

Recording Fees	0001-1-07-8110-400000	<u>\$6,410.00</u>	
	(+) E-File Recording Fees	<u>\$4,645.00</u>	<u>\$11,055.00</u>
Copies	0001-1-07-8110-400000		<u>\$283.25</u>
Fed Tx Search	0001-1-07-8110-400000		<u>\$0.00</u>
Auditor's Trans	0001-1-07-9010-410000	<u>\$630.00</u>	
	(+) E-File Auditor Trans Fees	<u>\$195.00</u>	<u>\$825.00</u>
Co Trans Tax	0001-1-07-8110-404000	<u>\$2,380.99</u>	
	(+) E-File Trans Tax Fees	<u>\$795.80</u>	<u>\$3,176.79</u>
Over Payments	0001-4-07-0054-822000		<u>\$51.60</u>
ELSI Co Fees	0001-1-07-8110-403000		<u>\$114.00</u>
Co Boat Title	0001-1-22-6110-412000		<u>\$90.00</u>
Co Boat Lien	0001-1-07-8110-418000		<u>\$30.00</u>
Snow Title/Lien	0001-1-07-8110-401100		<u>\$0.00</u>
ATV/ORV Title/Lien	0001-1-07-8110-401200		<u>\$100.00</u>
Vital Cert Co	0001-1-07-8110-413000		<u>\$772.00</u>
Vital Plain Copy	0001-1-07-8110-408000		<u>\$0.00</u>
Co Marriages	0001-1-07-8110-417000		<u>\$112.00</u>
Int Bank Acct	0001-4-07-0054-600000		<u>\$1.69</u>
Record Mgmt	0024-1-07-8110-414000	<u>\$291.00</u>	
	(+) E-File Record Mgmt Fees	<u>\$207.00</u>	<u>\$498.00</u>
E-Fees	5300-1-77-0500-416000	<u>\$291.00</u>	
	(+) E-File E-Fees	<u>\$207.00</u>	<u>\$498.00</u>
Misc Revenue Fees	0001-1-07-8110-849000		<u> </u>
Total County Fee Collected for <u>August 2018</u>			<u>\$17,607.33</u>

Revenue Totals

Charge Payment Totals

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
01-01-01	Recording 0001-1-8110-4000-1	\$6,195.00	\$140.00	\$75.00	\$6,410.00	\$0.00	\$0.00	\$0.00	\$6,270.00
01-01-02	Recd Mgmt0024-1-8110-4140-	\$282.00	\$4.00	\$5.00	\$291.00	\$0.00	\$0.00	\$0.00	\$287.00
01-01-03	E-Fee 5300-1-0500-4160-77	\$282.00	\$4.00	\$5.00	\$291.00	\$0.00	\$0.00	\$0.00	\$287.00
01-02-00	Auditors 0001-1-9010-4100-07	\$630.00	\$0.00	\$0.00	\$630.00	\$0.00	\$0.00	\$0.00	\$630.00
01-03-01	Co Tran Tax0001-1-8110-4040	\$2,380.99	\$0.00	\$0.00	\$2,380.99	\$0.00	\$0.00	\$0.00	\$2,380.99
01-03-02	State Tran Tax	\$11,422.21	\$0.00	\$0.00	\$11,422.21	\$0.00	\$0.00	\$0.00	\$11,422.21
01-05-02	Copies 0001-1-8110-4000-07	\$283.25	\$0.00	\$0.00	\$283.25	\$0.00	\$0.00	\$0.00	\$283.25
	***** Account Group 01 Total *****	\$21,475.45	\$148.00	\$85.00	\$21,708.45	\$0.00	\$0.00	\$0.00	\$21,560.45
02-04-01	Marr Co 0001-1-8110-4170-07	\$72.00	\$0.00	\$40.00	\$112.00	\$0.00	\$0.00	\$0.00	\$112.00
02-04-02	Marriage License - State	\$558.00	\$0.00	\$310.00	\$868.00	\$0.00	\$0.00	\$0.00	\$868.00
02-04-03	3 Day Waiver	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
02-04-04	Vitalcertco0001-1-8110-4130-C	\$704.00	\$0.00	\$68.00	\$772.00	\$0.00	\$0.00	\$0.00	\$772.00
02-04-05	Vital Cert State	\$2,816.00	\$0.00	\$272.00	\$3,088.00	\$0.00	\$0.00	\$0.00	\$3,088.00
02-04-06	Vital PI Copy01-1-8110-4080-C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	***** Account Group 02 Total *****	\$4,150.00	\$0.00	\$690.00	\$4,840.00	\$0.00	\$0.00	\$0.00	\$4,840.00
03-01-01	Passprt Co 0001-1-8110-4150-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03-01-02	Passport - Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03-03-01	Expedite Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	***** Account Group 03 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-00	Hunting & Fishing/Elsi	\$55.50	\$0.00	\$0.00	\$55.50	\$0.00	\$0.00	\$0.00	\$55.50
05-01-01	H&Fwf/Elsi 0001-1-8110-4030-	\$90.25	\$0.00	\$23.75	\$114.00	\$0.00	\$0.00	\$0.00	\$114.00
05-01-04	Boat Registration Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-05	Snow & Atv Registration Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-06	Boat Title Fee	\$75.00	\$0.00	\$15.00	\$90.00	\$0.00	\$0.00	\$0.00	\$90.00
05-01-07	Boat Lien Fee	\$30.00	\$0.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
05-01-08	Snow Title Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-09	Snow Lien Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-10	Atv Title Fee	\$80.00	\$0.00	\$0.00	\$80.00	\$0.00	\$0.00	\$0.00	\$80.00
05-01-11	Atv Lien Fee	\$20.00	\$0.00	\$0.00	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00
05-01-12	Rsu Perm/Elsi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Revenue Totals

Charge Payment Totals

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
05-01-13	Nrhvu Perm/Elisi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-14	Nrsu Perm/Elisi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-01	Boat/Write 0001-1-8110-4020-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-03	Sno/Atv Wf 0001-1-8110-4010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-04	Atv/Orv T&L Co 00011811040-	\$100.00	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00
05-02-05	Snow T&L Co 001-1-8110-401-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-06	Bt Title Co 001-1-6110-4120-2-	\$75.00	\$0.00	\$15.00	\$90.00	\$0.00	\$0.00	\$0.00	\$90.00
05-02-07	Bt Lien Co 0001-1-8110-4180-	\$30.00	\$0.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
05-03-01	Use Tax	\$580.02	\$0.00	\$75.00	\$655.02	\$0.00	\$0.00	\$0.00	\$655.02
05-03-02	la Sales Tax	\$1,431.00	\$0.00	\$404.28	\$1,835.28	\$0.00	\$0.00	\$0.00	\$1,835.28
05-03-03	Local Option Tax	\$236.00	\$0.00	\$67.10	\$303.10	\$0.00	\$0.00	\$0.00	\$303.10
05-03-04	School Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-03-05	Overpaymt 0001-4-0054-8220-	\$50.60	\$0.00	\$1.00	\$51.60	\$0.00	\$0.00	\$0.00	\$51.60
05-03-06	Rwvs	\$718.75	\$0.00	\$189.60	\$908.35	\$0.00	\$0.00	\$0.00	\$908.35
	***** Account Group 05 Total *****	\$3,572.12	\$0.00	\$790.73	\$4,362.85	\$0.00	\$0.00	\$0.00	\$4,362.85
06-01-01	Balance Brought Forward	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
06-01-02	Payment	\$117.00	\$0.00	\$0.00	\$117.00	\$0.00	\$0.00	\$0.00	\$117.00
	***** Account Group 06 Total *****	\$117.00	\$0.00	\$0.00	\$117.00	\$0.00	\$0.00	\$0.00	\$117.00
07-01-01	Ucc Search 0001-1-8110-4000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-01-02	Ucc1/Term 0001-1-8110-4000-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-02-01	Fedbxsearch0001-1-8110-400C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-03-01	Interest On Bank Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	***** Account Group 07 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08-01-01	Ciris-Standard Fee	\$0.00	\$0.00	\$4,645.00	\$4,645.00	\$0.00	\$0.00	\$0.00	\$4,645.00
08-01-02	Ciris-Document Management I	\$0.00	\$0.00	\$207.00	\$207.00	\$0.00	\$0.00	\$0.00	\$207.00
08-01-03	Ciris-Erecording Fee	\$0.00	\$0.00	\$207.00	\$207.00	\$0.00	\$0.00	\$0.00	\$207.00
08-01-04	Ciris-Additional Tran Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08-01-05	Ciris-Transfer Fee	\$0.00	\$0.00	\$195.00	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
08-01-06	Ciris-Transfer Tax	\$0.00	\$0.00	\$4,613.60	\$4,613.60	\$0.00	\$0.00	\$0.00	\$4,613.60
	***** Account Group 08 Total *****	\$0.00	\$0.00	\$9,867.60	\$9,867.60	\$0.00	\$0.00	\$0.00	\$9,867.60

Revenue Totals

Charge Payment Totals

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
11-66-10	Writing Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*****	Account Group 11 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
55-55-55	Federal Duck Stamp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*****	Account Group 55 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Final Totals :	\$29,314.57	\$148.00	\$11,433.33	\$40,895.90	\$0.00	\$0.00	\$0.00	\$40,747.90

Counts/Totals From 7/1/2018 Through 7/31/2018

Cash Total :	\$2,166.40	+
Check Total :	\$27,317.57	+
Other Pay Total :	\$11,433.33	+
Change Total :	\$169.40	-
Subtotal :	\$40,747.90	
Charge Total :	\$148.00	+
Grand Total :	\$40,895.90	

Number of Cash Payments :	89
Number of Check Payments :	318
Number of Change Payments :	23
Number of Charge Payments :	3
Number of Other Payments :	267
Number of Receipts :	634
Number of Voids :	6

Charge Information	
Balance Forward Information	
Number of Payments on Account :	2
Total Paid on Account :	\$117.00

Other Payment Breakdown

Other Payment Method	Total Count	Total Paid
CREDIT CARD	38	\$1,544.73
DIRECT DEPOSIT	229	\$9,888.60
Total :	267	\$11,433.33



LEASE - BUSINESS PROPERTY - SHORT FORM

THIS LEASE, made and entered into on _____, by and between Jasper County, Iowa ("Landlord"), whose address, for the purpose of this lease, is 101 First St. North, Newton, IA, 50208, and Heart of Iowa Regional Transit Agency (HIRTA) ("Tenant"), whose address for the purpose of this lease is 2824 104th St., Urbandale, IA, 50322.

The parties agree as follows:

- 1. PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Jasper County, Iowa: Two small offices containing approximately 230 square feet plus non-exclusive use of approximately 160 square feet of adjacent common areas located in the South-Southwest portion of the structure presently situated upon the property locally known as 2401 First Avenue East in Newton, Iowa, together with exclusive use of a small portion of the outside adjacent parking area sufficient for placement by Tenant of a small (removable) storage building to be placed by Tenant at Tenant's sole expense in a location suitable to both Landlord and Tenant, together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on July 1, 2018, and ending on June 30, 2019, upon the condition that Tenant performs as provided in this lease
- 2. RENT.** Tenant agrees to pay Landlord as rent \$ 487.00 per month, in advance commencing on July 1, 2018, and on the 1st, day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. Tenant shall also pay:

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 18 % per annum.

- 3. POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.
- 4. USE.** Tenant shall use the premises only for nonprofit public transportation purposes for benefit of Jasper County residents and citizens.
- 5. CARE AND MAINTENANCE.**
 - (a) Tenant takes the premises as is, except as herein provided.
 - (b) Landlord shall keep the following in good repair: (strike inapplicable words) (roof) (exterior walls) (foundation) (sewer) (plumbing) (heating) (wiring) (air conditioning) (plate glass) (windows and window glass) (parking area) (driveways) (sidewalks) (exterior decorating) ~~(interior decorating)~~

Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.

- (c) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in

subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Unless otherwise provided, and if the premises include the ground floor, Tenant agrees to remove all snow and ice and other obstructions from the sidewalk on or abutting the premises.

6. **UTILITIES AND SERVICES.** Tenant shall pay for all utilities and services which may be used on the premises., except the following to be furnished by Landlord: See Addendum 1

Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

7. **SURRENDER.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.
8. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.
9. **INSURANCE.**
- A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
- B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured.
10. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.
11. **INDEMNITY** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.
12. **DAMAGE.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within 20 days after such notice; and both parties shall thereafter be released from all future obligations hereunder.
13. **MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

14 DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

15. **SIGNS.** Landlord, during the last 90 days of this lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" sign. Tenant will permit prospective tenants or buyers to enter and examine the premises.
16. **NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.
17. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.
18. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this

transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

19. ADDITIONAL PROVISIONS.

Doug Cupples Jasper County, Iowa, LANDLORD

Heart of Iowa Regional Transit Agency (HIRTA), TENANT

Attest:

Dennis Parrott, Jasper County Auditor



LEASE - BUSINESS PROPERTY - SHORT FORM

THE IOWA STATE BAR ASSOCIATION

Official Form No. 165

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Scott Nicholson, 114 W. 3rd St. N., Newton, IA 50208, Phone: (641) 792-5010

Taxpayer Information: (Name and complete address)

Return Document To: (Name and complete address)

Grantors:

Jasper County, Iowa

Grantees:

Heart of Iowa Regional Transit Agency (HIRTA)

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Addendum

Addendum 1

heat, water, electricity, air conditioning, normal trash removal, sewer, cleaning services for common areas, and snow removal

Melissa Hartgers

From: Licensing@IowaABD.com
Sent: Wednesday, August 01, 2018 2:35 AM
To: Melissa Hartgers
Cc: Licensing@IowaABD.com
Subject: Liquor License Submitted to Local Authority

Insurance coverage/bond certification has been completed for the following application(s). The application(s) is awaiting local authority review. After local authority approval, the application will be submitted to the Iowa Alcoholic Beverages Division for review.

License #	License Status	Business Name
	Submitted to Local Authority	Iowa Beer Bus (6684 60th Mingo Iowa, 50127)

Please do not respond to this email.

To check the status of your application follow these steps:

1. Click <https://elicensing.iowaabd.com>
2. Log in to your eLicensing account
3. After reading the 'Beginning April 1st' statement, click ok
4. Click the View Completed Applications link to see your status

Tuesday, August 7, 2018 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Brock, Carpenter and Cupples present and accounted for; Chairman Cupples presiding.

Elderly Nutrition Director, Kelli Van Manen, asked the Board to approve the Colfax Senior Citizens Center Agreement and the Skiff Food Service Agreement.

Motion by Carpenter and seconded by Brock to approve an agreement between Jasper County and the Colfax Community Senior Citizens Center for the use of the Center at a cost of \$200 per month to provide Title III C Elderly Nutrition meals beginning July 1, 2018 through June 30, 2019.

YEA: BROCK, CARPENTER, CUPPLES

Motion by Brock and seconded by Carpenter to approve an agreement between Jasper County and Skiff Medical Center for Weekend Home Delivered Meals and Home Delivered Meals for Thanksgiving and Christmas Day. The agreement is good through June 30, 2019.

YEA: CARPENTER, BROCK, CUPPLES

Human resources Director Dennis Simon asked the Board to approve the hiring of a Deputy for the Sheriff's Office.

Motion by Carpenter and seconded by Brock to adopt Resolution 18-59 certifying the following appointment to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	Deputy	Brad Sheeder	\$25.03	Hire-in	09/01/2018
				Non Progressive	
				Union Scale	

YEA: BROCK, CUPPLES, CARPENTER

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

Buildings and Grounds Director Adam Sparks presented to the Supervisors quotes for a furnace and air conditioner for the Koppin Building and they are as follows:

Brooker Corporation	\$4,355
Brookwood Incorporated	\$2,920
Warnick and Reeves	\$3,365

Motion by Brock and seconded by Carpenter to approve the purchase of a Lennox two stage furnace and Lennox AC from Brookwood Incorporated for the price of \$2,920.

YEA: CARPENTER, BROCK, CUPPLES

Engineer Russ Stutt presented to the Board quotes for the purchase of a Smooth Drum Roller and they are as follows:

NE Nichols Equipment 2012 HAMM 3410	\$52,900
NE Nichols Equipment 2012 HAMM 3412	\$69,500
Mid Country Machinery 2005 Ingersoll-Rand SD122DX	\$56,000

Motion by Carpenter and seconded by Brock to approve the purchase of the 2012 HAMM 3410 from NE Nichols Equipment for the price of \$52,900.

YEA: BROCK, CUPPLES, CARPENTER

Developer Jack Hatch spoke to the Board about the potential placement of the Maytag Hotel transformer and trash bin on county property near the annex building. The Board will consider the request.

Motion by Brock and seconded by Carpenter to approve Board of Supervisors minutes for 07/24/2018.

YEA: CARPENTER, BROCK, CUPPLES

Employee evaluation of Zoning Administrator, Nick Fratzke. Mr. Fratzke asked that his review be done in closed session.

Motion by Cupples and seconded by Carpenter to go into closed session in accordance with Iowa Code Section 21.5(i) which allows the Board of Supervisors to enter into a closed session to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that the individual requests a closed session.

YEA: CARPENTER, CUPPLES

The Board re-entered into open session.

Motion by Cupples and seconded by Brock to adjourn the Tuesday, August 7, 2018 meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, CARPENTER, BROCK

Dennis K. Parrott, Auditor

Doug Cupples, Chairman