

Jasper County, Iowa

Denny Carpenter

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Board of Supervisors

Courthouse

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JASPER COUNTY BOARD OF SUPERVISORS MEETING AGENDA

www.jasperia.org

November 5th 2019

9:30am

Pledge of Allegiance

- Item 1 Public Hearing: Jasper County Tanning Ordinance**
 - a) Vote on Ordinance after 1st Reading**

- Item 2 Planning & Zoning – Nick Fratzke**
 - a) Resolution Approving Plat of West County Line Subdivision**

- Item 3 Engineer – Russ Stutt**
 - a) Resolution vacating a Level “B” portion of N 99th Avenue W**
 - b) Resolution vacating a Level “B” portion of Johnson St**

- Item 4 ISG Field Services**
 - a) Resolution of Completion**

- Item 5 Schneider Geospatial – Dennis Parrott**
 - c) Professional Services Agreement**

- Item 6 Human Resources – Dennis Simon**
 - a) Employee Hiring Resolution – Elderly Nutrition**
 - b) Proposed Holiday Schedule for 2020**
 - c) Auxiant Contract**

- Item 7 Voluntary Annexation for the City of Colfax**

- Item 8 Sheriff – John Halferty**
 - a) Alcoholic Beverages Division Tobacco Compliance Check Contract**

- Item 9 Recorder – Denise Allan**
 - a) Approval of Copier Maintenance Agreement**

- Item 10 Michelle Smith**
 - a) Homeless Heating and Cooling Centers**

- Item 11 Approval of Claims for the period ending 10/29/19 & 11/03/19**

- Item 12 Approval of Board of Supervisors minutes for 10/22/19**

- Item 13 Board Appointments**

PUBLIC INPUT & COMMENTS

Request by Treasurer, Doug Bishop to Enter into Closed Session in accordance with Iowa Code 21.5(j) "To discuss the purchase or sale of a particular piece of real estate.

Jasper County ORDINANCE NO. 66

AN ORDINANCE TO REGULATE TANNING FACILITIES IN JASPER COUNTY, IOWA.
BE IT ORDAINED by the Board of Supervisors of Jasper County, Iowa, as follows:

SECTION 1- Purpose and scope

1. This article provides for the permitting and regulation of tanning facilities and devices used for the purpose of tanning human skin through the application of ultraviolet radiation. This includes, but is not limited to, public and private businesses, hotels, motels, apartments, condominiums, and health and country clubs.
2. All references to Code of Federal Regulations (CFR) in this article are those in effect as of April 30, 2007.
3. These rules stipulate minimum safety requirements relating to the operation of tanning devices; procedures for obtaining a permit; qualifications for tanning facility operators; and procedures for health departments to provide for the inspection of tanning facilities and enforcement of these rules. Tanning facilities which are in compliance with these rules are not relieved from the requirements of any other federal and state regulations or local ordinances.
4. This article applies to tanning facilities within Jasper.

SECTION 2- Definitions

“Board of health” means Jasper County Board of Health.

“Cleansing” means to remove soil, dirt, oils or other residues from the surface of the tanning unit which may come into contact with the skin.

“Cleansing agent” means a substance capable of producing the effect of “cleansing.” These agents shall not adversely affect the equipment or the health of the consumer and shall be acceptable to the department or board of health.

“Consumer” means any member of the public who is provided access to a tanning facility in exchange for a fee or other compensation, or any individual who, in exchange for a fee or other compensation, is afforded use of a tanning facility as a condition or benefit of membership or access.

“Department” means the Jasper County Board of Health doing business as Jasper County Health Department!

“Director” means the Director of Environmental Health or Administrator of Jasper County Board of Health.

“Exposure position” means any position, distance, orientation, or location relative to the radiation surfaces of a tanning device at which the user is intended to be exposed to ultraviolet radiation from the product, as recommended by the manufacturer.

“Formal training” means a course of instruction approved by the department for operators of tanning facilities.

“Health care professional” means an individual, licensed by the state of Iowa, who has received formal medical training in the use of phototherapy.

“Inspection” means an official examination or observation including but not limited to tests, surveys, and monitoring to determine compliance with rules, orders, requirements, and conditions of these rules.

“Manufacturer’s recommendations” means written guidelines established by a manufacturer and approved by the U.S. Food and Drug Administration for the installation and operation of the manufacturer’s equipment.

“Operator” means an individual designated to control operation of the tanning facility and to instruct and assist the consumer in the proper operation of the tanning devices.

“Permit” or “permit to operate” means a document issued by the department which authorizes a person to operate a tanning facility in Jasper County, Iowa.

“Person” means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, agency, political subdivision of this state, any other state or political subdivision or agency thereof, and any legal successor, representative, agent, or agency of the foregoing, but shall not include federal government agencies.

“Phototherapy device” means a piece of equipment that emits ultraviolet radiation and is used by a health care professional in the treatment of disease.

“Tanning device” means any equipment that emits electromagnetic radiation with wavelengths in air between 200 and 400 nanometers and that is used for tanning of human skin, such as sunlamps, tanning booths, or tanning beds. The terms also include any accompanying equipment such as protective eyewear, timers, and handrails.

“Tanning facility” means a place that provides access to tanning devices for compensation.

“Ultraviolet radiation” means electromagnetic radiation with wavelengths in air between 200 and 400 nanometers.

SECTION 3- Exemptions The department may, upon application or upon its own initiative, grant exemptions from the requirements of these rules as long as it will not result in undue hazard to public health and safety. The following categories of devices are exempt from the provisions of this article:

1. Other purposes. Devices intended for purposes other than the deliberate exposure of human skin to ultraviolet radiation which produce or emit ultraviolet radiation incidental to their proper operation.
2. Personal use. Tanning devices which are limited exclusively to personal use by an individual and this individual’s immediate family. Multiple ownership of the device by persons for personal use only does not qualify it for the “personal use only” exemption.
3. Phototherapy devices. Phototherapy devices used by a properly trained health care professional in the treatment of disease.

SECTION 4- Permits, inspections, and fees

1. Permit to operate: No tanning facility shall be operated in the state without having a permit to operate issued by the department.
2. Inspections: The Department will inspect, at least annually, every tanning facility located in Jasper County with a permit to operate issued by the Iowa Department of Public Health.

Inspections shall include the following areas: proper operation and maintenance of devices, review of required records and training documentation, operator understanding and competency, and the requirements of this article. The Department will conduct a special inspection, when warranted, upon receiving a complaint from the public.

3. Fees: The Jasper County Board of Health will establish fees to be collected by the Department for testing, inspections, evaluations, and other services necessary for carrying out the provisions of this article. Fees for inspections received within 30 days of the date of billing will be assessed a \$30 penalty for each month or fraction thereof that the bill is delinquent.

A penalty fee of \$30 per facility/defect may be assessed for the following: Failure to respond to a notice of violation within 30 days of the date of the inspection. Failure to correct violations cited during the inspection.

SECTION 5- Operation of tanning facilities

1. Unless otherwise ordered or approved by the department, each tanning facility shall be constructed, operated, and maintained to meet the following minimum requirements:
A tanning facility shall provide and post the following warning signs and statements that describe the hazards associated with the use of tanning devices:

A warning sign in a conspicuous location readily visible to persons entering the establishment. This warning sign shall use 0.5-inch (12.7-millimeter) letters for “DANGER, ULTRAVIOLET RADIATION” and 0.25-inch (6.4-millimeter) letters for all other lettering. The sign shall use red lettering against a white background, be at least 9.0 inches by 12.0 inches (22.9 centimeters × 30.5 centimeters) and have the following wording:

DANGER, ULTRAVIOLET RADIATION

- Overexposure can cause
 - Eye and skin injury
 - Allergic reaction
- Repeated exposure may cause
 - Premature aging of the skin
 - Skin cancer
- Failure to wear protective eyewear may result in
 - Severe burns to eyes
 - Long-term injury to eyes
- Medication or cosmetics may increase your sensitivity

2. A warning sign with the identical wording set forth in 46.5(1)“a” posted within one meter of the tanning device in a conspicuous location readily visible to a person preparing to use the device. This warning sign shall use 0.5-inch (12.7-millimeter) letters for “DANGER, ULTRAVIOLET RADIATION” and 0.25-inch (6.4-millimeter) letters for all other lettering. The sign shall use red lettering against a white background and be at least 6 inches by 9 inches (15.2 centimeters × 22.9 centimeters) in size.
3. A tanning facility shall require each consumer to read and sign a statement that the information in Appendices A, B, and C has been read and understood prior to the consumer’s initial exposure and annually thereafter.
4. The information in Appendices A, B, and C shall be posted in each tanning room.

SECTION 6- Federal certification

Only tanning devices manufactured and certified under the provisions of 21 CFR Part 1040.20, “Sunlamp products and ultraviolet lamps intended for use in sunlamp products,” shall be used in tanning facilities. Compliance shall be based on the standard in effect at the time of manufacture as shown on the device identification label required by 21 CFR Parts 1010.2 and 1010.3.

SECTION 7- Labeling

Labeling shall meet the following requirements, be visible on each unit and be permanently affixed. Labeling shall include:

1. A warning statement with the words “DANGER-Ultraviolet radiation. Follow instructions. Avoid overexposure. As with natural sunlight, overexposure can cause eye and skin injury and allergic reactions. Repeated exposure may cause premature aging of the skin and skin cancer. WEAR PROTECTIVE EYEWEAR; FAILURE TO MAY RESULT IN SEVERE BURNS OR LONG-TERM INJURY TO THE EYES. Medications or cosmetics may increase your sensitivity to the ultraviolet radiation. Consult a physician before using a sunlamp if you are using medications or have a history of skin problems or believe yourself especially sensitive to sunlight. If you do not tan in the sun, you are unlikely to tan from the use of this product.”
2. Recommended exposure position(s). Any exposure position may be expressed either in

terms of a distance specified both in meters and in feet (or in inches) or through the use of markings or other means to indicate clearly the recommended exposure position.

3. Directions for achieving the recommended exposure position(s) and a warning that the use of other positions may result in overexposure.
4. A recommended exposure schedule including duration and spacing of sequential exposures and maximum exposure time(s) in minutes.
5. A statement of the time it may take before the expected results appear.
6. Designation of the ultraviolet lamp type to be used in the product.

SECTION 8- Timers and controls

1. Each tanning device shall have a timer which complies with the requirements of 21 CFR Part 1040.20. The maximum timer interval shall not exceed the manufacturer's maximum recommended exposure time by a factor greater than ± 10 percent of the indicated setting.
2. Each tanning device must have a method of remote timing located so that consumers may not control their own exposure time.
3. Tokens for token timers shall not be issued to any consumer in quantities greater than the device manufacturer's maximum recommended exposure time for the consumer.
4. Each tanning device shall incorporate a control on the product to enable the consumer to manually terminate the radiation emission from the product at any time without disconnecting the electrical source or removing the ultraviolet lamp.
5. The operator shall ensure that the facility's interior temperature does not exceed 100 degrees F or 38 degrees C.

SECTION 9- Condition and maintenance

1. Each tanning device shall be equipped to protect consumers from injury induced by falling against or breaking the lamps in a tanning device.
2. The operator shall maintain tanning devices in good repair and comply with all state and local electrical coderequirements.
3. Additional requirements for stand-up booths.
 - a. There shall be physical barriers (e.g., handrails) or other means (floor markings) to indicate the proper exposure distance between ultraviolet lamps and the consumer's skin.
 - b. The construction of the booth shall be such that it will withstand the stress of use and the impact of a falling person.
 - c. Access to the booth shall be of rigid construction; doors shall open outwardly. Handrails and nonslip floors shall be provided.

SECTION 10- Protective eyewear

1. Eyewear shall not be reused by another consumer.
2. Protective eyewear shall meet the requirements of 21 CFR Part 1040.20(c)(4).
3. Protective eyewear shall not be altered in any manner that would change its use as intended by the manufacturer (e.g., removal of straps).
4. A tanning facility operator shall not allow a consumer to use a tanning device if that consumer does not use the protective eyewear required by this sub rule. To verify that a consumer has the proper eyewear, the operator must: Ask to see the eyewear before the consumer enters the tanning room; or Provide disposable eyewear in the tanning room at all times and post a sign stating that the disposable eyewear is available and that eyewear must be worn.
5. A tanning facility operator shall instruct the consumer in the proper utilization of the protective eyewear required by this sub rule.

SECTION 11- Operation, records, and documentation

1. A trained operator must be present when a tanning device is operated. The operator must be within hearing distance to allow the consumer to easily summon help if necessary. If the operator is not in the immediate vicinity during use, the following conditions must be met: The consumer can summon help through use of an audible device such as an intercom or buzzer and the operator or emergency personnel can reach the consumer within a

- reasonable amount of time after being summoned.
2. The facility's permit to operate shall be displayed in an open public area of the tanning facility.
 3. A record shall be kept by the facility operator of each consumer's total number of tanning visits and tanning times, exposure lengths in minutes, times and dates of the exposure, and any injuries or illness resulting from the use of a tanning device.
 4. Any tanning injury not requiring a physician's care and any resulting changes in tanning sessions shall be noted in the consumer's file. A written report of any tanning injury requiring a physician's care shall be forwarded by the permit holder to the department within five working days of its occurrence or knowledge thereof. The report shall include:
 - (1) The name of the affected individual;
 - (2) The name and location of the tanning facility involved;
 - (3) The nature of the injury;
 - (4) The name and address of the health care provider treating the affected individual, if any; and
 - (5) Any other information considered relevant to the situation.
 5. Defective or burned-out lamps or filters shall be replaced with a type intended for use in that device as specified on the product label on the tanning device or with lamps or filters that are "equivalent" under 21 CFR Part 1040, Section 1040.20, and policies applicable at the time of lamp manufacture.
 6. The permit holder shall replace ultraviolet lamps and bulbs, which are not otherwise defective or damaged, at such frequency or after such duration of use as may be recommended by the manufacturer of such lamps or bulbs.
 7. Contact surfaces of tanning devices shall be:
 - a. Cleansed by the operator with a cleansing agent between each use;
 - b. Covered by a non-reusable protective material during each use; or
 - c. Cleansed by the consumer provided the following conditions are met:
 - (1) The operator instructs the consumer annually on how to properly cleanse the unit;
 - (2) The consumer annually signs a statement stating that the consumer agrees to cleanse the unit after each use;
 - (3) Signs are posted in each tanning room reminding the consumer to cleanse the tanning unit after each use and stating the proper way to cleanse the unit; and
 - (4) The operator cleanses the tanning unit at least once a day.
 8. Any records or documentation required by this article must be maintained in the tanning facility for a minimum of two years. Records maintained on computer systems shall be regularly copied, at least monthly, and updated on storage media other than the hard drive of the computer. An electronic record must be retrievable as a printed copy.
 9. The operator shall limit the exposure of the consumer to the maximum exposure frequency and session duration recommended by the manufacturer.
 10. When a tanning device is being used, no other person shall be allowed to remain in the tanning device area.
 11. No person or facility shall advertise or promote tanning packages labeled as "unlimited" unless tanning frequency limits set by the manufacturer are included in advertisements.

SECTION 12- Training of operators

1. No individual shall begin functioning as an operator unless the individual has satisfactorily completed a training program. Training shall include but not be limited to:

The requirements of this article

 - Procedures for correct operation of the tanning facility and tanning devices;
 - The determination of skin type of consumers and appropriate determination of duration of exposure to tanning devices;
 - Recognition of reaction or overexposure;

- Manufacturer's procedures for operation and maintenance of tanning devices;
2. Owners and managers must complete formal training approved by the department. All owners and managers trained after December 31, 1997, must satisfactorily pass a certification examination approved by the department before operating a tanning facility or training employees.
 3. For operators trained after December 31, 1997. Owners and managers are responsible to train operators in the above topics and to provide review as necessary. Training programs shall be approved by the department and include final testing. Operators shall be questioned during inspections as to the level of their understanding and competency in operating the tanning device.
 4. Proof of training for both owner/managers and employees must be maintained in the tanning facility and available for inspection. For operators trained after December 31, 1997, the employee record shall be the original test which bears the signature of the employee, the date, and a statement signifying that all answers have been completed by the employee and without prior knowledge of the scoring key.
 5. Operators shall be at least 16 years of age.
 6. Operators shall complete the required training and testing every five years.
 7. A seventy percent score or greater is required to pass the examination. An individual who does not achieve a passing score may retake the examination on another day.

SECTION 13- Promotional materials

A tanning facility shall not claim, or distribute promotional materials that claim, that using a tanning device is safe or free from risk or that the use of the device will result in medical or health benefits. The only claim that may be made is that the device is for cosmetic use only.

SECTION 14- Requirements for electronically controlled facilities Electronically controlled facilities are those facilities that rely on electronic means to monitor consumers.

1. Entry into the facility is allowed by card only. Two individuals may not enter under the same card. The card is specifically activated for tanning use if the facility offers other activities.
2. Police and all emergency services will have access to the facility through a key box located outside the entrance of the facility.
3. The tanning unit will not activate if the card is not programmed for tanning. The card will not activate if two individuals are in the tanning room.
4. The consumer must sign a tanning agreement that states the number of minutes per session, that the consumer agrees to wear protective eyewear, that the consumer will cleanse the unit after tanning, and that the consumer is aware of the emergency access in each room.
5. The card will be programmed for the number of minutes the consumer is allowed to tan. The card may be reprogrammed for an increase in minutes per session only after the consumer has reviewed and re-signed the Tanning Agreement. After 30 consecutive days without the consumer's accessing the tanning facility, the card will be deactivated, and the consumer must reapply to access the tanning unit.
6. The operator will demonstrate to each consumer how to properly cleanse the unit after tanning, including the top, bottom, and handles. A sign will be placed in each room explaining the cleansing process. The operator will cleanse the units at least once a day when they are in use.
7. Free disposable eyewear will be placed in each room along with a sign stating that the disposable eyewear is available, and that eyewear must be worn.
8. An emergency call button or device will be placed in each tanning room conveniently located within reach of the tanning bed. This device will call the operator or emergency personnel.
9. During annual inspections, the inspector may ask any consumer about any of the above processes.

SECTION 15- Violations and injunctions

1. The Environmental Health Inspector shall have access at all reasonable times to any tanning facility to inspect the facility to determine if this article is being violated.
2. A person who operates or uses a tanning device or tanning facility in violation of this article or of any rule adopted pursuant to this article is guilty of a simple misdemeanor.
3. Penalties shall be as provided in Jasper County Code of Ordinances
4. If the Department finds that a person has violated, or is violating or threatening to violate this article, and that the violation creates an immediate threat to the health and safety of the public, the Department may petition the district court for a temporary restraining order to restrain the violation or threat of violation, or the Department may petition the district court for an injunction to prohibit the person from continuing the violation or threat of violation.

SECTION 16- Enforcement

1. The Environmental Health Inspector shall take the following steps when enforcement of these rules is necessary.
 - a. Cite each section of the Jasper County Ordinance or rules violated.
 - b. Specify the manner in which the owner or operator failed to comply.
 - c. Specify the steps required for correcting the violation.
 - d. Request a corrective action plan, including a time schedule for completion of the plan.
 - e. Set a reasonable time limit, not to exceed 30 days from the receipt of the notice, within which the permit holder must respond.
2. The Environmental Health Inspector shall review the corrective action plan and approve it or require that it be modified.
3. In cases where the permit holder fails to comply with conditions of the written notice, the Department shall send a regulatory letter, via certified mail, advising the permit holder that unless action is taken within five days of receipt, the case shall be turned over to the County attorney for court action.

SECTION 17- Appeals and hearings.

1. In the event any person is aggrieved by an order of the Health Inspector, the person may administratively appeal in writing to the Health Director within 20 days of the date of such order. The appeal shall state the reasons for requesting such order to be rescinded or modified. The Health Administrator shall review the action of the Health Inspector and may order compliance with said order or may with cause, modify or withdraw said order.
2. In the event any person is aggrieved by any order of the Health Administrator, the person may appeal in writing to the Jasper County Board of Health within 30 days of the date of such order. The appeal shall state the reasons for requesting such order to be rescinded or modified. The Board of Health shall review the action of the Health Administrator. The Board of Health shall order compliance with said order or may, with cause, modify or withdraw said order. Any order of the Board of Health may be appealed within ten days to the district court.

SECTION 18- Severability If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 19- EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Appendix A

POTENTIAL PHOTOSENSITIZING AGENTS

1. Not all individuals who use or take these agents will experience a photosensitive reaction or the same degree of photosensitive reaction. An individual who experiences a reaction on one occasion will not necessarily experience it again or every time.
2. Names of agents should be considered only as examples. They do not represent all the names under which a product may be sold. A more complete list is available from the facility operator.
3. If you are using an agent in any of these classes, you should reduce UV exposure even if your particular medication is not listed.

Acne treatment (Retinoic acid, Retin-A) Psoralens (5-Methoxypsoralen, 8-Methoxypsoralen, 4,5,8-trimethyl-psoralen)

Antibacterials (deodorant bar soaps, antiseptics, cosmetics, halogenated carbanilides, halogenated phenols, halogenated salicylanilides, bithionol, chlorhexidine, hexachlorophene)

Antibiotics, anti-infectives (Tetracyclines)

Anticonvulsants (carbamazepine, trimethadione, promethazine)

Antidepressants (amitriptyline, Desipramine, Imipramine, Nortriptyline, Protriptyline),

Tranquilizers, anti-emetics (Phenothiazines)

Antidiabetics (glucose-lowering agents) (sulfonylureas, oral antidiabetics, hypoglycemics)

Antihistamines (diphenhydramine, promethazine, triprolidine, chlorpheniramine)

Anti-inflammatory (Piroxicam), Non-steroidal anti-inflammatory drugs (Ibuprofen, Naproxen, Piroxicam)

Antimicrobials (griseofulvin), Sulfonamides ("Sulfa drugs," antimicrobials, anti-infectives)

Atropine-like drugs (anticholinergics, antiparkinsonism drugs, antispasmodics, synthetic muscle relaxants)

Coal tar and derivatives (Denorex, Tegrin, petroleum products used for psoriasis and chronic eczema and in shampoos)

Contraceptives, oral and estrogens (birth control pills, estrogens, progesterones)

Dyes (used in cosmetic ingredients, acridine, anthracene, eosin (lipstick), erythrosine, fluorescein, methyl violet, methylene blue, rose bengal)

Perfumes and toilet articles (musk ambrette, oil of bergamot, oil of cedar, oil of citron, oil of lavender, oil of lemon, oil of lime, oil of rosemary, oil of sandalwood)

Thiazide diuretics ("water pills")

Appendix B

SUN-REACTIVE SKIN TYPES USED IN CLINICAL PRACTICE

(a) Based in the first 45-60 minutes (= 2-3 minimum erythema dose) exposure of the summer sun (early June) at sea level

(b)

SKIN TYPE	SKIN REACTIONS TO SOLAR RADIATION (a) EXAMPLES	EXAMPLES
I	Always burns easily and severely (painful burn). Tans little or none and peels.	People most often with fair skin, blue eyes, freckles. Unexposed skin is white.
II	Usually burns easily and severely (painful burn). Tans minimally or lightly, also peels.	People most often with fair skin; red or blonde hair; blue, hazel or even brown eyes. Unexposed skin is white.
III	Burns moderately and tans about average.	Normal average Caucasoid. Unexposed skin is white.
IV	Burns minimally, tans easily, and above average with each exposure. Exhibits IPD (immediate pigment darkening) reaction.	People with white or light brown skin, dark skin, dark brown hair, dark eyes. Unexposed skin is brown.
V	Rarely burns, tans easily and substantially. Always exhibits IPD reaction.	Unexposed skin is brown.
VI	Never burns and tans profusely; exhibits IPD reaction.	Unexposed skin is black.

Appendix C
POTENTIAL NEGATIVE HEALTH EFFECTS
RELATED TO ULTRAVIOLET EXPOSURE

1. Increased risk of skin cancer later in life.
2. Increased risk of skin thickening, age spots, irregular pigmentation, and premature aging.
3. Possibility of burning or rash, especially if using any of the potential photosensitizing drugs and agents. The consumer should consult a physician before using a tanning device if using medications, if there is a history of skin problems or if the consumer is especially sensitive to sunlight.
4. Increased risk of eye damage unless proper eyewear is worn. Iowa law requires the use of proper eyewear during tanning sessions.

TANNING SYSTEMS

1. Low-pressure tanning systems use a higher percentage of UVB rays which penetrate only the upper layer of skin and can cause burning more easily than high-pressure tanning systems. Low-pressure systems require more frequent sessions to maintain a tan. High-intensity tanning systems use more lamps and shorter tanning sessions than low-intensity tanning systems. These are still classified as low-pressure systems.
2. High-pressure tanning systems use a higher percentage of UVA rays which penetrate more deeply and can permanently damage the lower layers of skin and increase the incidences of skin cancers. High-pressure systems require fewer and less frequent sessions to maintain a tan.
3. The exposure schedule for each specific unit is shown on the labeling on the tanning unit. Iowa law requires the operator to limit the exposure of each consumer to the exposure schedule shown on the unit in which the consumer is tanning.

RESOLUTION NO. _____

RESOLUTION APPROVING PLAT OF WEST COUNTY LINE SUBDIVISION

WHEREAS, there has been presented to the Jasper County, Iowa Board of Supervisors a plat of certain property located in Jasper County, said plat being designated as WEST COUNTY LINE SUBDIVISION, and certified by Patrick J Shepard, a Licensed Professional Land Surveyor, and

WHEREAS, the property covered by said plat is legally described as follows:

A parcel of land located in the NW fractional ¼ NW fractional ¼ and the SW fractional ¼ NW fractional ¼ of Section 31, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa.

More particularly described as follows:

Beginning at the SW corner of said NW fractional ¼ NW fractional ¼, said point also being the NW corner of said SW fractional ¼ NW fractional ¼; Thence N00°02'20"E, 246.34 feet along the West line of said NW fractional ¼ NW fractional ¼ to the SW corner of parcel "D", an official parcel recorded in Book 1153, Page 575; Thence N 89°41'18"E, 360.00 feet along the South line of said parcel "D" to the SE corner of said parcel "D"; Thence S04°04'48"W, 500.0 feet to a point; Thence N87°44'50"W, 325.00 Feet to a point on the West line of said SW fractional ¼ NW fractional ¼; Thence N00°02'20"E, 237.66 feet along said West line to the point of beginning and containing 3.86 acres including 0.37 acres of public road easement.

WHEREAS, the plat in all respects conforms to the laws and regulations covering the same.

NOW THEREFORE be it resolved that the plat designated WEST COUNTY LINE SUBDIVISION of the above-described property be and the same is hereby approved. The chairman of the board is hereby directed to certify a copy of this Resolution and affix the same to the plat for filing in the office of the Jasper County Recorder.

Approved this _____ day of _____, 2019

Chairman

Auditor

CERTIFICATE

I, Denny Carpenter, chairman of the Jasper County Board of Supervisors, do hereby certify that the Resolution hereinabove set out is a true and correct copy of a Resolution approved and adopted by the Jasper County Board of Supervisors on the _____ day of _____, 2019 whereby said board accepted and approved the plat of West County Line Subdivision.

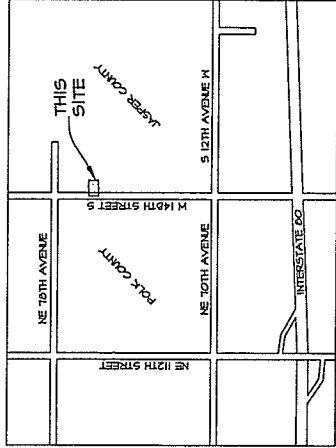
IN WITNESS WHEREOF, I hereto affix my hand and the seal of Jasper County, Iowa, this _____ day of _____, 2019.

Notary

FINAL FLAT WEST COUNTY LINE JASPER COUNTY, IOWA

INDEX LEGEND			
COUNTY, JASPER	SECTION	TOWNSHIP	RANGE
	31	80	21 N4 N4
	31	80	21 S4 N4
PROPRIETOR (S): DEREK S WEBB MITCHELLVILLE IA 50164			
REQUESTED BY: DEREK S WEBB CIVIL ENGINEERING CONSULTANTS, INC. ATTN: PATRICK J SHEPARD 2400 86TH STREET, SUITE 12, URBANDALE, IA 50322 & RETURN TO: PHONE: 515-276-4884			

AREA TABLE		
ALIGNMENT PART	GROSS (ACRES)	NET EASEMENT (ACRES)
NW1/4 NW1/4	1.98	0.18
SW1/4 NW1/4	1.89	0.18
TOTAL	3.86	0.37



VICINITY SKETCH

DRAWING INDEX	
PAGE #	SHEET TITLE
1	COVER
2	FINAL FLAT

- LEGEND**
- FOUND CORNERS
 - SET PROPERTY CORNER (5/8" I.R. W/ ORANGE CAP #12265 UNLESS OTHERWISE NOTED)
 - PROPERTY BOUNDARY LINES
 - PARCEL LINES
 - EXISTING LOT OR TAX PARCEL LINES
 - EASEMENT LINES
 - D. DEEDED BEARING & DISTANCE
 - P. PREVIOUSLY RECORDED BEARING & DISTANCE
 - M. MEASURED BEARING & DISTANCE
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - BK. XXX, PG. XXX COUNTY RECORDER'S INDEXING BOOK
 - P.U.E. PUBLIC UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - P.O.B. POINT OF BEGINNING

PROPERTY OWNER:
 DEREK S WEBB
 PO BOX 610
 MITCHELLVILLE IA 50164

PREPARED FOR:
 DEREK S WEBB
 PO BOX 610
 MITCHELLVILLE IA 50164

PROFESSIONAL CIVIL SURVEYOR:
 CIVIL ENGINEERING CONSULTANTS, INC.
 2400 86TH STREET, SUITE 12
 URBANDALE, IOWA 50322
 PHONE: (515) 276-4884
 FAX: (515) 276-7084
 EMAIL: SHEPARD@CECLAC.COM

LEGAL DESCRIPTION:
 A PARCEL OF LAND IN THE NW 1/4 NW 1/4, RANGE 21 NORTH, RANGE 21 WEST OF THE 5TH P.M., JASPER COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF SAID NW 1/4 NW 1/4, SAID POINT ALSO BEING THE NW CORNER OF SAID SW 1/4 NW 1/4, THENCE N00°02'20"E, 246.34 FEET ALONG THE WEST LINE OF SAID NW 1/4 NW 1/4 TO THE SW CORNER OF PARCEL 'D'; AN OFFICIAL PARCEL RECORDED IN BOOK 1153, PAGE 17; THENCE N87°41'01"E, 360.00 FEET ALONG THE SOUTH LINE OF SAID PARCEL 'D' TO A POINT OF BEGINNING; THENCE S04°04'48"N, 500.00 FEET TO A POINT OF BEGINNING; THENCE S04°04'48"N, 500.00 FEET TO A POINT OF BEGINNING; THENCE S04°04'48"N, 500.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING AND CONTAINING 3.86 ACRES INCLUDING 0.37 ACRES OF PUBLIC ROAD EASEMENT.

ZONING:
 RR - RURAL RESIDENTIAL LARGE LOT

NOTES:
 1. THE FLAT OF SURVEY BEARINGS ARE BASED ON THE NAD 1983 IOWA STATE PLANE SOUTH ZONE GRID NORTH CALCULATED FROM THE IOWA DEPARTMENT OF TRANSPORTATION REAL TIME NETWORK.

PURPOSE FOR SUBDIVISION FLAT:
 THIS FLAT IS BEING PREPARED TO CREATE A NEW RESIDENTIAL LOT.

CERTIFICATION

I HEREBY CERTIFY THAT THIS LAND SURVEYING BOOK HAS BEEN PREPARED AND THE RELATED SURVEY DATA HAS BEEN CHECKED AND FOUND TO BE CORRECT UNDER MY PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

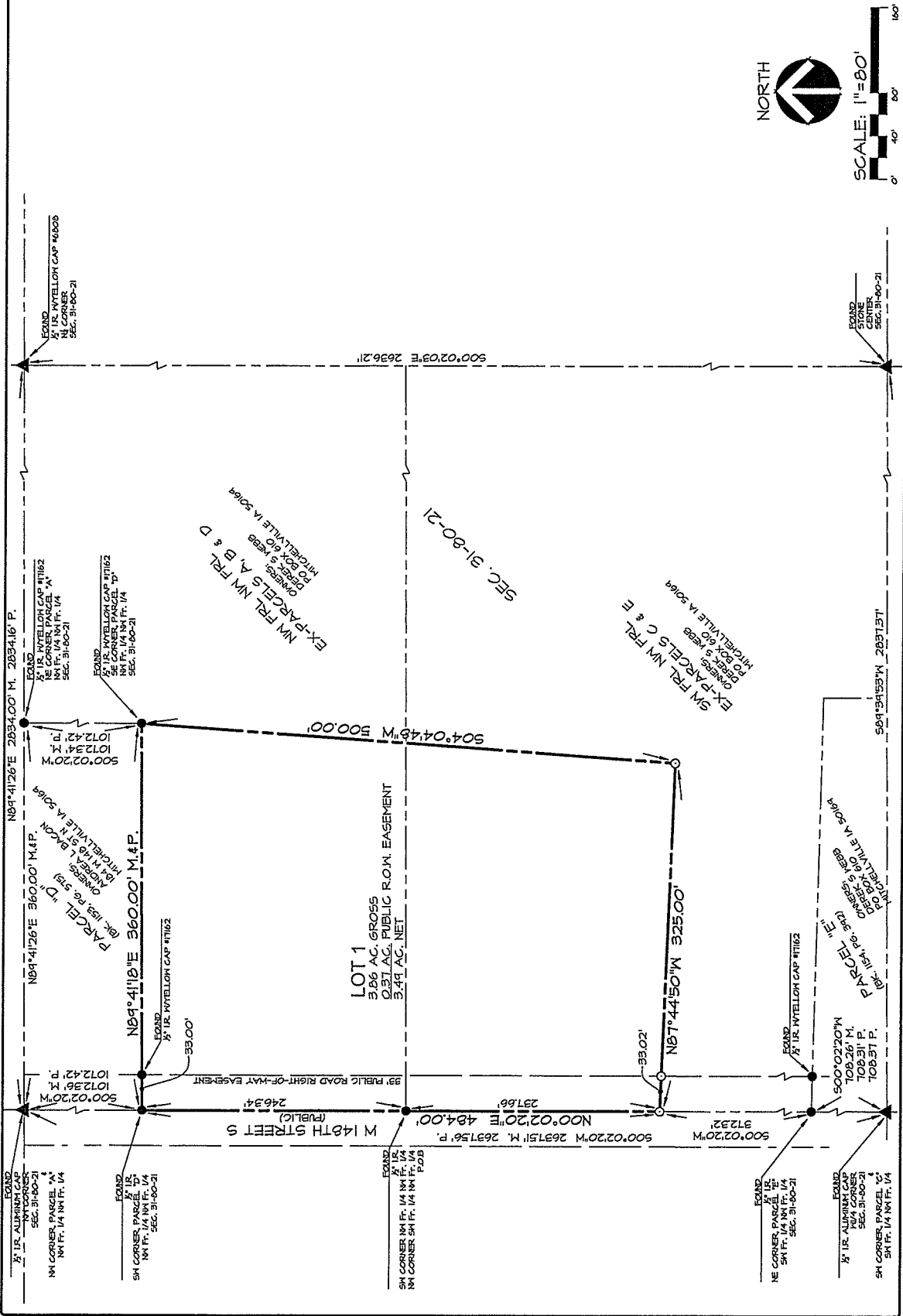
PATRICK J SHEPARD, IOWA LICENSE NO. 12285
 I HEREBY RECORD THIS DATE IS 10/26/2019 IN 2019
 PAGES OR SHEETS COVERED BY THIS SEAL: _____

DATE:	MAY 11, 2018
DATE OF SURVEY:	MAY 8, 2018
DRAWN BY:	P.S.
CHECKED BY:	J.S.

WEST COUNTY LINE
 IOWA
 SHEET 2
 FINAL PLAT



SCALE: 1" = 80'
 0' 40' 80' 160'



VACATING A PORTION OF ROADWAY

306.10 Power to establish, alter, or vacate. In the construction, improvement, operation or maintenance of any highway, or highway system, the agency which has control and jurisdiction over such highway or highway system, shall have power, on its own motion, to alter or vacate and close any such highway or railroad crossing thereon, and to establish new highways or railroad crossing thereon which are or are intended to become a part of the highway system over which said agency has jurisdiction and control.

Written requests were received by the Jasper County Engineers Office asking that action be taken to vacate and two sections of Level "B" Roadway in Jasper County, described as:

That portion of N 99th Avenue West commencing at the Southwest Corner of Section 10-81N-19W; thence 33 feet east to the Point of Beginning; thence south 33 feet; thence east 300 feet; thence north 66 feet; thence west 300 feet; thence south 33 feet to the Point of Beginning; all in Sections 10 and 15, Township 81 North, Range 19 West of the 5th P.M., Jasper County, Iowa.

And

That portion of Johnson Street beginning 33 feet south of the West Quarter Corner of Section 20, Township 80 North, Range 17 West; thence southerly to the Southwest Corner of Section 20, Township 80 North, Range 17 West; thence east to a point 33 feet east of the Southeast Corner of the Southwest Quarter of Section 20, Township 80 North, Range 17 West; all in Sections 19, 20, 29, and 30, Township 80 North, Range 17 West of the 5th P.M., Jasper County, Iowa.

As per Section 306.11 of the Iowa Code: the proposed vacation is part of a roadway right-of-way held by easement that will not deny access to the adjoining landowners or impede the traveling public, therefore; A hearing on the proposed vacation is not required.

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

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

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

DESCRIPTION TO VACATE PUBLIC RIGHT-OF-WAY

That portion of N 99th Avenue West commencing at the Southwest Corner of Section 10-81N-19W; thence 33 feet east to the Point of Beginning; thence south 33 feet; thence east 300 feet; thence north 66 feet; thence west 300 feet; thence south 33 feet to the Point of Beginning; all in Sections 10 and 15, Township 81 North, Range 19 West of the 5th P.M., Jasper County, Iowa.

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

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

Passed and approved this 5th day of November 2019 upon the following roll call vote:

AYES: _____

NAYS: _____

Dennis Carpenter, Chairman,
Jasper County Board of Supervisors

ATTEST: _____
Dennis Parrott
Jasper County Auditor

Resolution # _____

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

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

Passed and approved this 5th day of November 2019 upon the following roll call vote:

AYES: _____

NAYS: _____

Dennis Carpenter, Chairman,
Jasper County Board of Supervisors

ATTEST: _____
Dennis Parrott
Jasper County Auditor

RESOLUTION

Moved by _____ Seconded by _____

THAT THE FOLLOWING RESOLUTION BE ADOPTED:

WHEREAS, by letter dated (insert date received), Dakota Access, LLC informed the _____ County, Board of Supervisors that construction of the Dakota Access Pipeline was mechanically completed on May 15, 2017;

WHEREAS, Iowa Code § 479B.30 requires the _____ County Board of Supervisors to determine when construction of a pipeline is complete for purposes of landowners petitioning the Board of Supervisors for a compensation commission to determine damages arising from construction of the pipeline;

NOW THEREFORE BE IT RESOLVED, that the _____ Board of Supervisors does hereby determine that construction of the Dakota Access Pipeline in _____ County has been completed for the purposes of Iowa Code § 479B.30.

Approved this ____ day of _____, 2019.

_____ County

Chairperson

Attest:

Dennis K. Parrott, Auditor



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial**, also doing business as **qPublic** and **qPublic.net**, an Indiana Limited Liability Company, whose place of business is 8901 Otis Avenue, Indianapolis, IN 46216 ("PROFESSIONAL") and **Jasper County, Iowa**, whose place of business is: 101 1st Street North #202, Newton, IA 50208 ("CLIENT").

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

A. Parcel Maintenance

a. Parcel Maintenance Setup

i. PROFESSIONAL will coordinate with CLIENT to determine:

- 1) Cadastral data layer maintenance procedures
- 2) Cadastral data layer location
- 3) Necessary attribute requirements

b. Parcel Maintenance

- i. PROFESSIONAL will complete split / combinations based on CLIENT requests.
- ii. Parcel data maintenance will be performed on the CLIENT's existing parcel polygon data layer in Esri shapefile, personal or file geodatabase format.
 - 1) The parcel polygon data layer will be attributed with the parcel number.
- iii. PROFESSIONAL will utilize parcel polygon data maintenance techniques such as, Coordinate Geometry (COGO), splits by aliquant parts, merging, etc. in an Esri based environment.
- iv. PROFESSIONAL will update ancillary data layers currently available and listed below that are affected by the split / combination.
 - 1) Lots
 - 2) Subdivision
 - 3) Corporate boundary
- v. Existing ancillary data layer attributes would be maintained and populated with the appropriate attributes found on the source documents (i.e. subdivision name, lot numbers) as defined during the Parcel Maintenance Setup.
- vi. PROFESSIONAL will enter all of the splits that occur into the GIS either through a remote connection to the CLIENT's computer or at PROFESSIONAL's office. This will be in support of (but not replacing) the current workflow regarding data entry into your CAMA and TAX systems.
- vii. The CLIENT will provide all documentation (i.e. deeds, surveys, plats, etc.) in either hard copy or digital format for the split / combination and the parent and child parcel number.
- viii. A predefined weekly or bi-weekly schedule could be setup to meet the CLIENT's needs.

Ankeny, Iowa
1450 Southwest Vintage Parkway
Suite 260
Ankeny, IA 50023

HEADQUARTERS
Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
www.SchneiderGIS.com

DeLand, Florida
112 West New York Avenue
Suite 205
DeLand, FL 32720

- ix. Upon CLIENT request PROFESSIONAL will provide a copy of the maintained parcel layer once annually to CLIENT's designated state agency.
- x. PROFESSIONAL will only adjust the features that are affected by the split / combinations that are provided by CLIENT. PROFESSIONAL reserves the right to determine if any data alignment, data quality control, or overall data improvement request would need to be handled as a separate project. PROFESSIONAL would provide a scope and favorable pricing if such services are necessary.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. Parcel Maintenance

Parcel Maintenance Setup	\$1,000 WAIVED (Completed using Staff Augmentation)
Parcel Maintenance	\$6,060 (annually)

Payment Schedule

Year 1	November 1, 2019 – June 30, 2020:	\$4,040 (Prorated)
---------------	--	---------------------------

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

Balances due 30 days after the due date for non-government clients and 60 days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within 30 days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termservice/>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Service or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, 12-month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT.

5 Assignment. Neither PROFESSIONAL nor CLIENT shall assign or transfer any rights under or interest in this Agreement without the prior written consent of the other party. Nothing in this paragraph shall, however, prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services, or for the PROFESSIONAL from assigning the agreement to wholly (or majority) owned subsidiaries.

6 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

7 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

8 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through November 10, 2019.

PROFESSIONAL:
Schneider Geospatial, LLC

CLIENT:
Jasper County, Iowa

By: _____

By: _____

Print: Jeff Corns, GISP

Print: _____

Title: President

Title: _____

Date: _____

Date: _____

Attest:

Dennis K. Parrott, Auditor

Proposed Schedule – Pending Board Approval

2020 HOLIDAYS – Observed Dates

NEW YEAR'S DAY – JANUARY 1, 2020 (Wednesday)

PRESIDENT'S DAY – FEBRUARY 17, 2020 (Monday)

MEMORIAL DAY – MAY 25, 2020 (Monday)

INDEPENDENCE DAY – JULY 3, 2020 (Friday)

LABOR DAY SEPTEMBER 7, 2020 (Monday)

VETERANS DAY – NOVEMBER 11, 2020 (Wednesday)

THANKSGIVING HOLIDAY–NOVEMBER 26 & 27, 2020 (Thursday & Friday)

CHRISTMAS HOLIDAY – DECEMBER 24 & 25, 2020 (Thursday & Friday)

Special notation:

The Jasper County Attorney's office will observe Martin Luther King Day on Monday Jan. 20, 2020 and not President's Day to coincide with the judicial holiday schedule.

**BUY DOWN CLAIMS ADMINISTRATION AGREEMENT
FOR
JASPER COUNTY**

424 1st Ave NE, Suite 200
Cedar Rapids, IA 52401
Phone 319-398-3283
or 800-475-2232
(Fax) 319-398-3292

Auxiant[®]

BUY DOWN CLAIMS ADMINISTRATION AGREEMENT

THIS BUY DOWN CLAIMS ADMINISTRATION AGREEMENT (the "Agreement") is made by and between Auxiant ("Auxiant"), and Jasper County ("Plan Sponsor") with an address of 101 First Street North, PO Box 944, Newton, IA 50208. The Plan Sponsor has established an employee benefit plan ("Plan") which is fully insured through United Health Care which provides a group policy for coverage of certain health benefits to eligible individuals ("Plan Members") as therein defined, and which includes certain policy deductible/out-of-pocket levels. The Plan Sponsor has made the decision to provide an additional benefit to members by self-funding a "buy down" arrangement to reduce the actual deductible/out-of-pocket incurred by Plan Members, which is administered on an independent basis from the Group Policy of Insurance.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein the parties agree as follows:

Article I: Scope of Relationship

- Appointment. Plan Sponsor hereby appoints Auxiant as the third-party administrator for the buy down administration process, and Auxiant hereby agrees to perform buy down administration pursuant to the provisions of this Agreement.
- Independent Contractor. It is understood and agreed that Auxiant is retained by the Plan Sponsor only for the purposes and to the extent set forth in this Agreement, and the relationship of Auxiant to Plan Sponsor for purposes of this Agreement will be that of independent contractor.
- Services Only Contract. Plan Sponsor understands that this is not an insurance policy or an indemnity agreement. It is the intent of both parties that this Agreement is a contract for buy down administrative services only.
- Not a Fiduciary. It is understood and agreed that Auxiant is not and will not be deemed to be a fiduciary, nor will Auxiant be named or considered to be the "plan administrator" or "plan sponsor" for purposes of the Employee Retirement Income Security Act of 1974 (ERISA) as amended. Auxiant is retained under this Agreement to perform ministerial functions, not discretionary functions, as that term is clarified under ERISA and related regulations.

ARTICLE II: EFFECTIVE DATE

The Effective Date of this Agreement is January 1, 2020. The initial term shall be the initial twelve (12) month period commencing on the Effective Date. This Agreement will renew automatically for successive twelve (12) month periods unless this Agreement is terminated in accordance with the provisions of Article VIII.

ARTICLE III: DUTIES AND RESPONSIBILITIES OF AUXIANT

Auxiant shall perform the following services in administration of the buy down benefit for the Plan Sponsor, which will include:

- Calculating the "Buy Down" Benefit Amount. Based on a complete file provided to Auxiant by the insurance provider for the plan, calculate the amount of buy down benefit to be paid based on the claims report;
- Request Funding. Request funding from the Plan Sponsor for the buy down benefit to be deposited into their individual Buy Down Funding account;
- Payment. Make the draft from the buy down claims account established for the Plan Sponsor and remit said payment to the appropriate recipient for the claims under consideration;
- Track remaining Deductible. Individually track initial and remaining deductible/out-of-pocket amounts per individual and family as requested by the Plan Sponsor based on the payment and

- claims history provided to Auxiant and based on the plan or policy in force for the plan or calendar year as appropriate;
- Refund Requests. Request refunds or adjust remaining deductible/out-of-pocket amounts in the event the insurance company reports overpayment on a claim or claims or where so directed by the Plan Sponsor or Insurer;
 - Claim Processing Errors. In the event Auxiant issues an overpayment on a claim or claims due to our own error, mistake, gross or willful negligence, willful misconduct, fraud, or breach of this Agreement, Auxiant will be liable for recovery of said payment and shall have an opportunity to cure the error. The remedy for payments made in error will be to immediately seek recovery from the provider of services who received the overpayment amount. Auxiant shall use diligent and reasonable efforts toward the recovery of claims overpayments. Auxiant's liability, if any, shall be limited to the amount in excess of the claim amount(s) payable under the terms of the Plan. Auxiant shall not be liable for overpayments issued due to an error, omission, or claims processing error on the part of the insurance company paying or processing the health claims.
 - Reports. Prepare and provide to the Plan Sponsor monthly and annual reports of all disbursements made to, or on behalf of, Plan Members. The monthly fee described below includes Auxiant's standard reports and on-line reporting access. Special reports may be available for a fee and in a format to be agreed upon in writing by the Plan Sponsor and the Auxiant. Annual Reports will be provided within ninety (90) days following the close of each Plan year to allow the Plan and the Plan Sponsor to comply with the preparation of any reports and returns required by law.
 - Inquiries. Answer inquiries from the Plan Sponsor, Plan Members and health care service providers concerning the buy down benefit only.
 - Billings. Provide the Plan Sponsor with an itemized monthly billing statement on or before the 20th day of each month for stop-loss insurance premiums, and vendor and administration fees due in connection with the operation of the Plan. The Plan Sponsor will remit to Auxiant the amount billed by the 1st day of the following month. Auxiant will forward such payments to appropriate parties on the Plan Sponsor's behalf.
 - Privacy, Security, and Record retention. Auxiant will retain all records and comply with all applicable confidentiality, privacy, and security rules affecting the plan and transactions in issue. All electronic communications and transactions will be initiated, conducted and maintained using completely secured systems compliant with applicable laws and regulations.

ARTICLE IV: DUTIES AND RESPONSIBILITIES OF THE PLAN SPONSOR

The Plan Sponsor shall be responsible for:

- Eligibility: Plan Sponsor is responsible for notifying Auxiant of any additions, terminations, amendments or changes to plan census data and eligibility.
- Timely Funding. The Plan Sponsor will provide full, timely, and final funding of buy down benefit requests. Timely Funding means providing deposits to the individual Buy Down Claims Funding Account for the Plan Sponsor within ten days of the request.
- Changes in Eligibility or Enrollment: Notify Auxiant of any changes in eligibility and participants within thirty (30) days of receiving this information. The maximum period of time to be allowed for retroactive adjustments which affect fees and/or premiums will be the current month plus two (2) months.
- Erroneous Payment. Plan Sponsor assumes responsibility for the erroneous disbursement of benefits where, due to error or neglect on the Plan Sponsor or Insurer's part, inaccurate benefit or eligibility information was provided to Auxiant, including, but not limited to, failure to give timely notification of ineligibility of a plan participant, or if the Insurer fails to provide information to Auxiant regarding claims overpayments or payments made in error.
- Billings: The Plan Sponsor will remit to Auxiant the amount billed by the 1st day of the following month. Auxiant will forward such payments to appropriate parties on the Plan Sponsor's behalf.

Article V: Funding

Claims Funding. Auxiant will coordinate the funding of Buy Down Benefit claims with the Plan Sponsor as follows:

- The Plan Sponsor will maintain a separate checking account solely for the payment of Buy Down Benefit claims providing Auxiant with check writing authority. Auxiant shall provide the Plan Sponsor with the names, titles and signatures of those in its employ who shall have check writing authority. Auxiant will pay Buy Down Benefit claims from this account with checks drawn off of the checking account established by the Plan Sponsor. Or Auxiant will be given access to initiate an ACH transaction from the designated plan sponsor account in the amount of the weekly claim request in order to fund claim checks drawn from an Auxiant-based account.
- Auxiant will provide a written billing notice and funding request to the Plan Sponsor on a pre-arranged periodic basis by courier service, facsimile, secured electronic mail (e-mail) or other reasonable means of the amount of claims processed for payment and the need, if any, for additional funds in accordance with the notice requirements herein. The Buy Down Benefit claim payments will be released to the check release process within twenty-four (24) hours after the initial notice. The alternative, Auxiant will bill Plan Sponsor at a mutually agreed interval and Plan Sponsor shall remit timely payment.
- Auxiant shall have no responsibility, risk, liability or obligation for the funding of Plan benefits. The responsibility and obligation for funding Plan benefits shall be solely and totally the responsibility of the Plan Sponsor.
- Non-funding. Claims funding due from the Plan Sponsor for processed claims that is not received by Auxiant within ten (10) business days from the date the Plan Sponsor was given written notice, may cause a suspension in benefit administration services by Auxiant until such funding is received. Any suspension of administration may result in a notice being sent by Auxiant to Plan Members.

ARTICLE VI: AUXIANT'S FEE

- Administrative Fee. In exchange for the services rendered pursuant to this Agreement, Auxiant shall receive the amount determined in accordance with Schedule A that is attached hereto and herein incorporated by reference. Auxiant reserves the right on or after each anniversary date of this Agreement to modify the fee upon notice to the Employer. Fee modification incorporated into the annual renewal information shall constitute sufficient notice under this subsection.
- Nonpayment. If the Plan Sponsor, for any reason whatsoever, fails to make a required payment either for funding the buy down payment or for administrative expenses, Auxiant may suspend the performance of its services until such time as the Plan Sponsor makes the proper remittance. In that event, Auxiant will provide a written notice to the Plan Sponsor at least three (3) business days before it suspends its services. Auxiant may charge interest to the Plan Sponsor on all past due fees at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less.
- Termination. In the event this Agreement terminates, Auxiant and the Plan Sponsor may agree in writing to have Auxiant process the incurred but unpaid buy down funding as of the date of termination at such rate and for such length of time as the parties determine appropriate.

ARTICLE VII: INDEMNIFICATION

- General Indemnification. To the extent not covered above, the Plan Sponsor shall indemnify, hold harmless, and defend Auxiant and its directors, trustees, officers, employees, and agents from and against any and all liabilities, losses, or damages arising out of any claims, lawsuits, or causes of actions, and any costs and expenses associated therewith (including any attorneys' fees Auxiant may incur or be asked to pay), which arise, directly or indirectly, from the Plan

- Sponsor's act or omission to act in its administration of the Plan, including, but not limited to, any liability, losses, damages, claims, lawsuits, or causes of action and any costs and expenses associated therewith (including any attorneys' fees Auxiant may incur or be asked to pay) arising under any law, unless the Plan Sponsor's act or omission to act arises from Auxiant's own gross or willful negligence, willful misconduct, fraud, or breach of this Agreement.
- Auxiant's Duty to Indemnify. Auxiant shall indemnify the Plan Sponsor for any actual losses or damages which arise out of claims, lawsuits, or causes of action for injunctive relief by a third party, and any costs and expenses associated therewith (including any reasonable attorneys' fees), caused by Auxiant's own gross or willful negligence, willful misconduct, fraud, or breach of this Agreement.
 - Confidentiality. The Plan Sponsor and Auxiant agree and acknowledge that Auxiant shall have access to and responsibility for the custody of confidential information for Plan Members. Auxiant shall not release confidential information of a Plan Member except as permitted under applicable law. The Plan Sponsor shall not have access to any records containing personal information, unless appropriate authorizations are presented to Auxiant, unless access is required without authorizations or unless access is permitted in compliance with HIPAA privacy rules. Personal information includes, but is not limited to, medical record information as well as any other individually identifiable information gathered in connection with a benefit transaction.
 - Audits. Auxiant shall, upon reasonable request from the Plan Sponsor, allow the Plan Sponsor or an authorized agent to inspect or audit all records and files, except as described in the Confidentiality section above, maintained by Auxiant at the administrative office of Auxiant during normal business hours. The Plan Sponsor shall be liable for any and all fees to be charged by the auditor. Any such agent or auditor that has access to the records and files maintained by Auxiant shall agree not to disclose any proprietary and confidential information used in the business of Auxiant.

ARTICLE VIII: Termination

- Thirty-Day Notice. Either party shall have the right to terminate this Agreement on any date by giving the other party not less than thirty (30) days advance written notice of termination.
- Funding. Auxiant may terminate this Agreement in the event that the Plan Sponsor fails to properly fund the Plan within ten (10) business days of receiving a request to do so from Auxiant, provided Auxiant follows the notice requirements outlined in this Agreement. Funding includes unpaid administrative fees and Buy Down Claims funding requests.
- Automatic Termination. Either party may automatically terminate this Agreement as of the earliest of any of the following: (1) cessation of the other party's business, bankruptcy, reorganization, or liquidation of the other party; (2) the effective date of any legislation which makes the Plan or Agreement illegal; or (3) the termination date of the Plan, subject to any agreement between the parties regarding payment of benefits after the Plan is terminated.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their duly authorized representatives.

Jasper County

AUXIANT

By: _____
Printed
Name: _____

By: _____
Printed
Name: Steve Chapman

Title: _____

Title: Vice President, Chief Operating Officer

Date: _____

Date: _____

Attest:

Dennis Parrott, Jasper County Auditor

SCHEDULE A

**JASPER COUNTY
FEE & COMMISSION DISCLOSURE STATEMENT
January 1, 2020 through December 31, 2020**

Number of Employees Covered:	180
------------------------------	-----

Monthly Fees To Be Charged:	Total	AUXIANT	Broker
Buy Down Administration	\$6.50*	\$6.50**(\$150 Monthly Minimum)	0*
One time set up fee:	\$750.00	\$750.00	0.00

* Fee is per employee per month

**\$150 monthly minimum

Please note that the Plan Sponsor shall provide timely funding of all claims and premium billings. Failure to promptly fund claims or remit premiums may result in termination of this contract.

Auxiant is the service provider of the buy down portion of this plan only, and has no financial obligation with regard to medical benefits whatsoever. This agreement shall continue for 12 months from the effective date unless terminated per the provisions of the Administration Agreement. The agreement shall automatically renew for successive twelve month periods unless the parties agree otherwise in writing.

Additional service fees as requested:

Summary of Benefits and Coverage	First draft is free annually. Requested edits or changes above and beyond the regulatory requirements are \$150 per hour with a 2 hour minimum charge.
Termination Reports	\$200 per report requested
Implementation of Non Auxiant Enrollment Vendor	\$1500-existing vendor \$3000-new vendor

In signing this schedule, the Plan Sponsor acknowledges receipt, understanding, and approval of the fees detailed above.

Jasper County

AUXIANT

By: _____
Printed _____
Name: _____

By: _____
Printed _____
Name: Steve Chapman

Title: _____

Title: Vice President, Chief Operating Officer

Date: _____

Date: _____

** Fee is per employee per month*

Attest:

Dennis Parrott, Jasper County Auditor

424 First Avenue NE, Suite 200 ■ Cedar Rapids, IA 52401
319-398-3283 ■ 800-475-2232 ■ (Fax) 319-398-3292
www.auxiant.com

Auxiant[®]



September 24, 2019

Jasper County Board of Supervisors
101 1st Street N
Room 203
Newton, Iowa 50208

Washington Township, Jasper County
10090 S. 34th Street Ave. W
Colfax, Iowa 50054

Re: Voluntary Annexation—Parcel No. 11.12.278.013

Dear Supervisors and Trustees:

Enclosed please find the application for voluntary annexation for property locally known as 1040 Goodrich Street, Jasper County, Iowa; Parcel No. 11.12.278.013; owned by Janna K. Phelan. The legal description is:

D & P Subdivision, Lot 26 except the East 192.83 feet, Washington Township,
Colfax, Jasper County, Iowa

In accordance with Iowa Code §368.7, the City hereby invites the Board and Trustees to a consultation to discuss any concerns with this annexation to be held on October 1, 2019 at 10:00 am, 19 E. Howard Street, Colfax, Iowa 50054. If the Board or Trustees have no desire to participate in the consultation and does not object to the annexation, please let the City know and enter a resolution indicating the same.

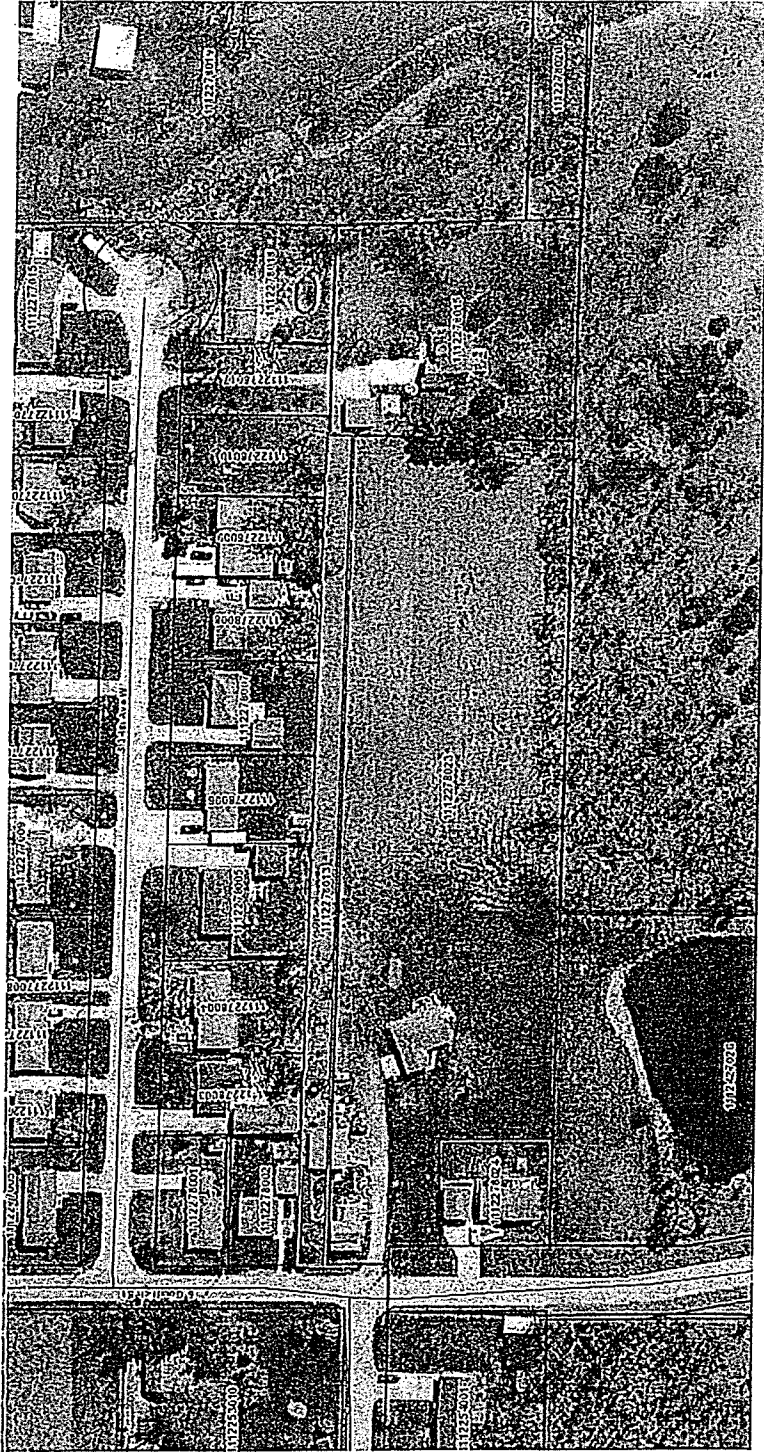
Sincerely,

Nancy Earles
City Clerk

Enc. Copy of Application
Map

COPY

The area to be annexed is outlined in red below has the parcel number 1112278013 and is owned by Janna K. Phelan



APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF COLFAX, IOWA

To: The Honorable Mayor and Members of the City Council, City of Colfax,
19 E Howard Street, Colfax, Iowa 50054

Janna Phelan, is the sole owner of certain property in
unincorporated Jasper County, Iowa, more specifically described as follows: (See
Exhibit "A" attached hereto by reference incorporated and made a part hereof for
legal description).

Applicant requests and consents to the Voluntary Annexation of this property into
the City of Colfax, Iowa.

The City Council of the City of Colfax, Iowa, will, subject to the provisions of Iowa
Code Chapter 368.7, adopt a resolution to approve the Voluntary Annexation
Application of Applicant,

Applicant, further certifies as part of the Application that there are no solid waste
collection services to the property described in Exhibit "A" referred to above.

DATED this 16th day of March, 2019, Jasper County, Iowa.

Janna Phelan Owner Signature

Janna Phelan Owner - Print

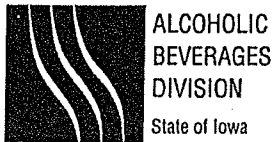
_____ Co-Owner Signature

_____ Co-Owner - Print

Denny Carpenter, Chairman BOS

Attest:

Dennis K. Parrott, Auditor



Kim Reynolds *Governor of Iowa*
Adam Gregg *Lieutenant Governor*

Stephen Larson *Administrator*

October 21, 2019

Dear I-pledge Partner,

The Iowa Alcoholic Beverages Division (ABD) invites your department to participate in the I-pledge Tobacco, Alternative Nicotine and Vapor Product Enforcement Program for fiscal year 2020 (July 1, 2019 – June 30, 2020). The benefit of a partnership between ABD and law enforcement agencies is evidenced by the 91% statewide compliance rate obtained by tobacco retailers in FY2019.

In order to be an I-pledge partner in fiscal year 2020, you must sign and return the enclosed 28E Agreement. After reviewing the agreement and verifying the contact information for your department, please sign the agreement with a witness on the last page and return the entire agreement in the self-addressed envelope provided. A copy of the executed agreement will be returned to your office along with an enforcement handbook.

It is important to remember that ABD is required to conduct one (1) compliance check of each tobacco, alternative nicotine and vapor product retailer during FY2020, with a repeat check of any business that fails the first compliance check. Section 5.1.2 of the 28E Agreement details the dates by which compliance checks need to be performed. Once compliance checks are completed, it is imperative that your department electronically submit compliance check results to ABD in a timely manner to ensure prompt payment to your department. Instructions on how to electronically submit compliance check results to ABD will be included in the enforcement handbook.

Keep in mind that alternative nicotine and vapor products are age-restricted according to Iowa Code § 453A.2, and therefore included as part of the I-pledge program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products. Details and examples of these age-restricted products will be included in the enforcement handbook.

The necessary materials to carry out the agreement will be sent to the contact person specified in Section 13.10 of the 28E Agreement. In the meantime, feel free to contact 515.281.7434 or iapledge@iowaabd.com with questions regarding the enclosed agreement.

Sincerely,

Jessica Ekman
Tobacco Program Coordinator

**28E AGREEMENT FOR
TOBACCO, ALTERNATIVE NICOTINE AND
VAPOR PRODUCT ENFORCEMENT**

SCHEDULE 3

THIS AGREEMENT is made and entered into on this ____ day of _____, 2019 by and between the Iowa Alcoholic Beverages Division (“ABD”), and the Jasper County Sheriff (The “Department”). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 **Iowa ABD.** The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa’s tobacco, alternative nicotine and vapor product laws. The ABD’s address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

1.2 **Department.** The Department operates a duly recognized Iowa law enforcement agency. The Department’s address is:

Jasper County Sheriff
2300 Law Center Dr, Newton, Iowa 50208

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2020, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 **Responsibilities of the Department.**

5.1.1 **Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.** The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

5.1.2 **Compliance Checks.** "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may

include enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

The Department shall not begin to conduct any retailer compliance checks until October 1, 2019.

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15, 2020**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2019 business year, but not before October 1, 2019. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2019 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2020**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **February 15, 2020**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

5.1.3 Youth Volunteers. Utilization of youth volunteers is strongly encouraged where feasible. The Department may compensate the youth involved in the compliance

checks in a manner consistent with Section 6. Keep in mind that the federal government (SYNAR) will not allow minors under the age of sixteen (16) to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with a youth younger than age 16.

5.1.4 Routine Enforcement. In addition to conducting compliance checks, the Department agrees to regularly enforce youth tobacco, alternative nicotine and vapor product laws by ticketing youth offenders.

5.1.5 Civil Proceedings. The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and minors. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.

5.1.6 Compliance Reports. The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.

5.1.7 Miscellaneous. The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

5.2 Responsibilities of the ABD.

5.2.1 Enforcement Guidance. The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.

5.2.4 Payment. The ABD shall pay the Department in the manner described in Section 6.

5.2.5 Cooperation. If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

5.2.6 Insurance, Benefits and Compensation. The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited

to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

- 6.1 Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of youth participants is the sole responsibility of the Department and is to be paid from the flat fee payment.
- 6.2 Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2019** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of youth participants. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.3.2 Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

SECTION 7. ADMINISTRATION OF AGREEMENT. The ABD and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

10.1 Termination for Convenience. Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

10.2 Termination Due to Lack of Funds or Change in the Law. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

10.2.1 The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract:

10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.

10.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;

10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;

10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;

10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.4 Notice of Default. If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance

continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

10.4.1 Immediately terminate the Agreement without additional written notice; or,

10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

SECTION 11. INDEMNIFICATION.

11.1 By ABD. Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

11.2 By the Department. Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

SECTION 12. CONTACT PERSON.

12.1 Contact Person. At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 13. CONTRACT ADMINISTRATION.

13.1 Amendments. The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.

13.2 Third Party Beneficiaries. There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.

- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 **Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD: Jessica Ekman
Tobacco Program Coordinator
Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road
Ankeny, Iowa 50021
515-281-7434
Email: Ekman@IowaABD.com

If to Department: Sheriff John Halferty
Jasper County Sheriff
2300 Law Center Dr
Newton, Iowa 50208
Email: jhalferty@jaspersheriff.org

- 13.11 **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.
- 13.12 **Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 **Authorization.** Each party to the Agreement represents and warrants to the other that:
- 13.14.1 It has the right, power and authority to enter into and perform its obligations under the Agreement.
- 13.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 13.15 **Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 13.16 **Record Retention and Access.** The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to

ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

13.17 Additional Provisions. The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

13.18 Further Assurances and Corrective Instruments. The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 14. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

By Alcoholic Beverages Division

Joshua Happe
Regulatory Compliance Bureau Chief

Date

By Law Enforcement Agency

Department Official

Date

Department Witness

Date

Attest:

Denny Carpenter, Chairman BOS

Dennis K Parrott, Auditor

Forbes Office Solutions, Inc.
102 N. Second Avenue E.
Newton, Iowa 50208
(641) 792-6168 1-800-233-2502 Fax (641) 792-3909

Gold Level Maintenance Agreement
Cost Per Copy

Name Jasper County Recorder

Address 101 1st St. N.

Newton, IA 50208

Machine Copystar 3551 **Serial Number:** LA83500014

Date of Sale 11/1/2019 **System Number:** EQ1663

Base Charge \$0 For up to N/A per Month

Rate Per Copy \$.011 B/W and \$.065 Color

To Be Billed: **Monthly** **Quarterly** **Annually**

Beginning Copy Count 171540 B/W and 203932 Color

Effective Date of Agreement: 11/1/2019

Forbes Office Solutions, Inc., will provide service at no cost during regular hours but not on Saturdays, Sundays, holidays, and evenings. Excluded from coverage are network issues outside of the equipment listed above, any parts damaged through neglect, abuse, or accident. Also excluded is damage due to lack of surge protection.

This maintenance agreement includes all labor, parts, travel, and supplies except paper. This agreement will be billed in arrears at the above cost per copy based on number of copies used. This agreement shall remain in force for five years and will be automatically renewed at the new current cost per copy rate in 2024 unless either party notifies the other in writing thirty (30) days prior to the end of the specified contract year end. This agreement is subject to a maximum increase of 10% for B/W copies and 10% for Color copies in any annual period starting in 2024. It is the responsibility of Jasper County Recorder to provide timely meter readings. An average meter will be billed should Jasper County Recorder not return the meter reading before the billing date.

Forbes shall not be responsible for delays or inability to service or inspect this equipment caused directly or indirectly by strikes, accidents, embargoes, acts of God or any other event beyond its control. Jasper County Recorder agrees to provide a steady, ample stream of reliable electrical power that meets the minimum specifications of this equipment and further agrees to pay all costs necessary to do so.

Customer's Signature

Please Print Name



Authorized Signature for Forbes Office Solutions, Inc.

Meter Contact Information _____ **Email** _____

_____ **Fax** _____

Tuesday, October 22, 2019 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma, Cupples and Carpenter present and accounted for; Chairman Carpenter presiding.

Motion by Talsma and seconded by Cupples to amend the agenda to include the setting of a public hearing for an ordinance on the regulation of tanning facilities.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Talsma and seconded by Cupples to set public hearings for November 5, 12 & 19, 2019 at 9:30 am on an Ordinance for the Regulation of Tanning Facilities.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Talsma and seconded by Cupples to approve the Veterans Affairs Commission quarterly Report.

YEA: CUPPLES, TALSMA, CARPENTER

Buildings and Grounds Director Adam Sparks asked the Supervisors to approve the removal of the flower bunkers on the southeast and southwest corners of the Courthouse sidewalks. Sparks said that he had contacted other parties that have an interest in them, and they were ok with the removal.

Motion by Talsma and seconded by Carpenter to remove the flower bunkers and flag poles on the southeast and southwest corners of the Courthouse sidewalks.

YEA: CARPENTER & TALSMA

NAY: CUPPLES

Sheriff John Halferty presented to the Board a 28E Agreement for Emergency Medical Services Transportation for the City of Baxter. The County is involved because it provides Dispatch services.

Motion by Talsma and seconded by Cupples to approve the 28E Agreement for Emergency Medical Services Transportation for the City of Baxter.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Talsma and seconded by Cupples to approve the change from Wellmark BC/BS to UHC as the County's Health Insurance provider.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Talsma and seconded by Cupples to approve Auxiant as its 3rd party administrative services provider.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Cupples and seconded by Talsma to approve Health, Dental & Vision rates for 2020.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Talsma and seconded by Cupples to approve the Employee Cafeteria Plan forms for 2020.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Cupples and seconded by Talsma to approve Elected Officials Cafeteria Plan forms for 2020.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Cupples and seconded by Talsma to approve the 2020 County Weed Commissioner Certification form.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Talsma and seconded by Cupples to approve the 2019 Weed Commissioner Report.

YEA: CUPPLES, TALSMA, CARPENTER

The Engineer and staff gave the Supervisors their monthly report which included the rock hauled, amount left in the budget for rock (\$250,000 to \$260,000), clearing ditches south of Sully, FEMA funding (\$300,000) and a future re-grading program.

Keith Russell asked the Board to maintain the level "B" road at N 35th Ave. W. and East 52nd. Russell said that the road needs gravel and no landowner was ever notified that the road was designated a level "B" road.

Motion by Talsma and seconded by Cupples to change the Engineer's notification policy so that anytime a road level designation is changed all landowners shall be notified.

YEA: CUPPLES, TALSMA, CARPENTER

The Supervisors discussed with Ken Smith the new guard rail on the HWY 6 bridge just outside of Newton that now extends in front of his driveway, blocking his use of the driveway.

The Board opened two bids for the old pickup truck currently being used by Zoning Department and they are as follows:

Brad Arrowood \$500

Jamie Elam \$700

Motion by Talsma and seconded by Cupples to accept the high bid of \$700 for the pickup truck.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Talsma and seconded by Cupples adopt Resolution 19-82 approving Hackert Subdivision plat.

YEA: CUPPLES, CARPENTER, TALSMA

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

Motion by Cupples and seconded by Talsma to table agenda item 8(c) resolution approving West County Line Subdivision Plat.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Cupples and seconded by Talsma to approve Board of Supervisors minutes for 10/15/2019.

YEA: TALSMA, CUPPLES, CARPENTER

There were no Board appointments.

Motion by Cupples and seconded by Talsma to adjourn the Tuesday, October 22, 2019 meeting of the Jasper County Board of Supervisors.

YEA: TALSMA, CUPPLES, CARPENTER

Dennis K. Parrott, Auditor

Denny Carpenter, Chairman