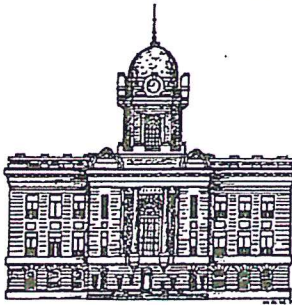


Jasper County, Iowa

Denny Carpenter

Doug Cupples

Brandon Talsma



Board of Supervisors

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

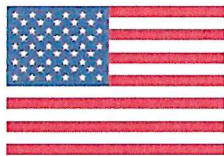
JASPER COUNTY BOARD OF SUPERVISORS MEETING AGENDA

www.jasperia.org

October 06, 2020

9:30 a.m.

Pledge of Allegiance



- Item 1 Building & Grounds – Adam Sparks**
 - a) Courthouse Generator
 - b) Salter and Walk-Behind Broom for Snow Removal

- Item 2 Human Resources – Dennis Simon**
 - a) Hiring Resolution – Deputy Sheriff
 - b) Hiring Resolution – Inspection Technician
 - c) Hiring Resolution – Skilled Laborers
 - d) Resolution creating a FT Health Department Assistant position

- Item 3 Wellness Committee – Dennis Simon**
 - a) Approve Contract for Annual Blood Draw for County Employees and Retirees

- Item 4 Sheriff – John Halferty**
 - a) 28E Agreement for Tobacco Enforcement with Iowa Alcoholic Beverage Division

- Item 5 Set Public Hearing Date for Animal Control Ordinance #66**
(Recommended date and time of Oct. 20th, Oct. 27th and Nov. 3rd at 9:30 AM)

- Item 6 Community Development – Nick Fratzke**
 - a) Approval of Subdivision Plat Name "West Field Horizons Plat 4"
 - b) Resolution Approving Plat of West Field Horizons Plat 4

- Item 7 Engineer – Russ Stuff**
 - a) Purchase of Culvert

- Item 8 Resolution authorizing individual at Secondary Roads to take charge of day to day operations**

- Item 9 Approve adding Cerro Gordo, Webster & Wright Counties to the CICS Region**

Item 10 Resolution Requesting Reimbursement from the Iowa COVID-19 Government Relief Fund

Item 11 Approval of Claims paid through 10/06/2020

Item 12 Approval of Board of Supervisors minutes for 9/22/20

PUBLIC INPUT & COMMENTS

Item 13 Closed Session requested by Scott Nicholson in accordance with Iowa Code 21.5(c) "To discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent...."

KOHLER. Power Systems

444 Highland Drive, MS 072, Kohler, WI 53044
Phone: 920-457-4441
Visit us at KohlerPower.com
www.kohlerpower.com

Job Name: Jasper Co Courthouse-300kw diesel

Offer: 20232-10

Quote Number: 0026674877

Version 1.0

09/03/2020

Page 4

Sourcewell Information (Share with Sourcewell Member as follows, including contract number maturity date)					
KOHLER Awarded Contract: 120617-KOH			KOHLER Contract Maturity Date: 01/29/2022		
Model	Kohler List Price (Each)	Sourcewell Member Discount (% = \$)		Sourcewell Member Total Price FOB Factory	Qty.
300REOZJ	\$ 89,030.00	37	%	\$ 32,941.10	\$ 56,088.90 1

300REZXB 214,856.00 35 % \$ 75,199.60 \$ 139,656.40 1

3E Open Market Items-5% off 3E List Price-Per Sourcewell Contract

	<u>List Price</u>	<u>Discount</u>	<u>End Price</u>
Freight	\$1,350.00	5% \$67.50	\$1,282.50
Startup/2 hour Load Bank	\$950.00	5% \$47.50	\$902.50
Total Open Market Pricing			\$2,185.00

Optional 2 Year Warranty: List Price \$583.00 | 5% Discount \$553.85
Optional 5 Year Warranty: List Price \$1,452.00 | 5% Discount \$1,379.40

Quotation – Rev 2

Cummins Sales and Service
 1680 NE 51st Ave
 Des Moines IA 50313 United States
 Direct: (309) 787-4300 (4-2-2)
 September 3, 2020
 Project Name: Jasper County Courthouse - Sourcewell ID# 4686
 Quotation: 3982000000301388 – Rev 2
 Thank you for your inquiry. We are pleased to quote as follows:

Item	Description	USD Qty
300DQDAC GENSET	Genset-Diesel,60Hz,300kW U.S. EPA, Stationary Emergency Application Duty Rating-Standby Power Listing-UL 2200 Emissions Certification, EPA, Tier 3, NSPS CI Stationary Emergency Voltage-120/208,3 Phase, Wye, 4 Wire Alternator-60 Hz, 12 Lead, Broad Range, 125C Generator Set Control-PCC 2100 <ul style="list-style-type: none"> • Exciter/Regulator-PMG, 3 Phase Sensor • Engine Governor-Electronic, Isochronous • Relays-Genset Status • Stop Switch-Emergency • Interface-Communications Network, FTT-10 • Display-Control, Graphical • Control Mounting-Left Facing Circuit Breaker-1200A, 3-Pole, UL, 100% <ul style="list-style-type: none"> • Lock Plate-Fixed L/M/P/R Frame • Shunttrip-24vdcr • Auxiliary contacts/Trip alarm • Indication-Ground Fault Listing, ULC-S601-07 Separator-Fuel/Water Engine Starter-24 VDC Motor Battery Charging Alternator-Normal Output Battery Charger-12 Amp Regulated Engine Cooling-High Ambient Air Temperature Shutdown-Low Coolant Level Engine Coolant-50% Antifreeze, 50% Water Mixture Coolant Heater-120 Volt Ac, Single Phase Engine Air Cleaner-Normal Duty Engine Oil Genset Warranty- 2 Year (Parts, Labor, Travel)	1

Encl/Tank	Enclosure and Fuel Tank	1
	Enclosure-Steel, Weather Protective, w/Critical Silencer	
	• 92 dB(A) @ 23'	
	Enclosure Color-Green, Steel Enclosure	
	Fuel Tank-Subbase, 600 Gallon, UL142 Compliant	
	Mechanical Fuel Gauge w/ Low Level Fuel Switch	
	110% Rupture Basin w/ Liquid in Rupture Basin Switch	
Freight Service	Freight to Jobsite - Offloading by Others	1
	Startup Assistance and Generator Commissioning - Starting Batteries	1
	Diesel Genset Sub Total ...	<u>\$57,150.00</u>

Diesel Genset Adders

Adder	Upgrade Enclosure to Sound Level 1	+\$2,900.00
	• 88 dB(A) @ 23'	
Adder	Upgrade Enclosure to Sound Level 2	+\$5,950.00
	• 73 dB(A) @ 23'	
Adder	Remote Annunciator	+\$250.00
Adder	Remote E-Stop	+\$250.00
Adder	2 Hour Load Bank During Startup	+\$2,250.00
Adder	Upgrade to 3 Year (Total) Warranty	+\$750.00
Adder	Upgrade to 5 Year (Total) Warranty	+\$2,000.00
Adder	Upgrade to 10 Year (Total) Warranty	+\$5,500.00

NG Genset w/ Sound Level 2 Enclosure & 2 Year Warranty Sub Total ... \$104,600.00

NG Genset Adders

Adder	Upgrade to 5 Year (Total) Warranty	+\$2,900.00
Adder	Remote Annunciator	+\$250.00
Adder	Remote E-Stop	+\$250.00
Adder	2 Hour Load Bank During Startup	+\$2,250.00

Submitted by

Michael Norquist, Field Sales Rep - Commercial Power Gen
my245@cummins.com
Mobile: (309) 429-5164

Proposal by

Date: September 1, 2020

Proposal No. EPG2020-288095



1500 Ziegler Drive, N.W.
Altoona, Iowa 50009
1-800-342-7002

To: JASPER COUNTY
101 1st Street North
Newton, IOWA 50208

Re: Emergency Standby Generator

Attn: Adam Sparks

WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS

QUANTITY: One (1) New Caterpillar Package Generator
MODEL: C9 – UL2200
RATING: 300 kW Standby Power
VOLTAGE: 120/208 Voltage, Three Phase
FREQUENCY: 60 Hertz @ 1800 RPM
FUEL TANK: 660 Gallon U.L. Listed Double Wall Base Fuel Tank
ENCLOSURE: Sound Attenuated – 71 dBA @ 23 feet
TRANSFER SWITCH: Existing
WARRANTY: Four (4) Year Caterpillar Standby Power Warranty

Total Package Price \$99,613.00*

Optional

Natural Gas Model DG300 Rated 300 kW

Price \$134,752.00*

Pricing based on Sourcewell Contract: #120617CAT
Jasper County ID #4586

Please refer to the attached Bill of Material

*Price does not include state or local sales and/or use tax

APPROXIMATE SHIPPING DATE: Contact Ziegler Inc.

F.O.B. Jobsite, on truck
(NOT UNLOADED)

TERMS: Net 30 days, 95% on delivery with 5% after start-up.

THIS PROPOSAL SUBJECT TO ALL PROVISIONS OF THE CONTRACT AND WARRANTY ON THE LAST PAGE

ACCEPTED:

By _____

Its _____

Respectfully submitted,
ZIEGLER INC.

By _____

John Nihsen, Senior Sales Engineer

Subject to approval by

APPROVED:

ZIEGLER INC.

By _____

Adam Sparks

From: John Nihsen <John.Nihsen@zieglercat.com>
Sent: Wednesday, September 23, 2020 4:29 PM
To: Adam Sparks
Subject: Revised Pricing

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

Adam,

I changed the configuration to our original quote as follows:

Level 1 Sound Enclosure = 75 dBA @ 23 feet
Removed the winter up fit which includes the motorized intake louver and heater
Removed the high efficiency jacket water heater and utilize the standard heater
Removed the oversized generator alternator and configured with the standard configuration
Two year standby Warranty only
Removed the 4 year warranty
Removed the IOWA DNR Air Permit
Removed the 4 hour load bank test

New revised price **\$67,810.00**

John Nihsen
Ziegler Power Systems
1500 Ziegler Drive N.W.
Altoona, IOWA 50009
515-957-3822

ZIEGLER CAT

JASPER COUNTY AUCTION
2020 SEP 29 AM 10:01

FILED



P.O. Box 3265
 Des Moines, IA 50316

Phone: (515) 266-5189 Toll Free: (800) 373-2887 Fax: (515) 266-7878

Quote ID: Q12074 Rev: 0

Quote Date: 9/29/2020

Quote Valid Until: 10/13/2020

Page 1 of 2

Customer: 71020

Jasper County Courthouse
 Maintenance
 101 1st St N
 Newton, IA 50208

Contact: Adam Sparks
Phone: (641) 521-8844

Fax:
Salesperson: Scott Odendahl

Make: Other	Model:	Year: 0	Single/Dual:
Cab Type:	Wheelbase: 0	Cab-to-Axle: 0	VIN:

Furnish Only:

1 - SNOWEX HELIXX STAINLESS STEEL HOPPER SPREADER MODEL 12145

CAPACITY (WEIGHT): .035 CU YD CAPACITY (VOLUME): 750 LBS
 EMPTY WEIGHT: 192 LBS BED LENGTH: MIN. 28.5"

STANDARD FEATURES

The HELIXX runs the entire length of the hopper with variable flights, promoting even unloading of material. Steel tub walls feature multiple angles and have a step built into the tub/sill joint for better material flow.

The cab forward hopper delivers better payload distribution to reduce stress on the vehicle and prevents leakage/spilling when transporting.

- Shaft less auger
- Flip up chute
- Stainless Steel Construction
- Dual Variable speed controller
- Chute baffle system to evenly distribute material

Net Price FOB Des Moines: \$3,290.00

Options Not Included in the Price:

- | | |
|---------------------------------|---------------|
| Installation of hopper spreader | ADD: \$550.00 |
| Work Light Kit | ADD: \$155.40 |
| Strobe Light Kit | ADD: \$248.90 |
| Vibrator Kit | ADD: \$440.00 |
| Inverted V | ADD: \$113.75 |
| Spill Guards | ADD: \$418.75 |

*Options are all price as installed items

1 - Western Rotary Broom - RB-400
 PRODUCT SPECIFICATIONS STANDARD

Overall Dimensions (LxWxH)
 Without Blade: 72" x 40" x 42 ½" With Blade: 80" x 40" x 42 ½"
 Approx. Weight 238 lb
 Speed Up to 2.7 mph
 Forward Gears 3
 Reverse Gears 1
 Brush Pressure Adjustment Yes
 Adjustable Handle Height 7 Position
 Engine Honda® GXV 160 OHV
 Tires Polar Trec Snow Tires
 Blade Width 40" Wide



QUOTE

Quote ID: Q12074 Rev: 0

Quote Date: 9/29/2020

Quote Valid Until: 10/13/2020

P.O. Box 3265
Des Moines, IA 50316

Phone: (515) 266-5189 Toll Free: (800) 373-2887 Fax:(515) 266-7878

Page 2 of 2

37" Angled
Brush Diameter 16"
Brush Width 40"
Fuel Capacity 0.5 gal

Net Price FOB Des Moines: \$3,700.00

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. Number:	

- * Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- * Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- * Sales Tax is not included unless otherwise noted.





Resolution 20

WHEREAS, a position vacancy has been approved for the following appointment by the Board of Supervisors through the Personnel Requisition Process.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies the following appointment to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	Deputy Sheriff	Mark Watkins	\$29.16	Year 2 Rate Merged Union Scale	10/12/2020

Resolution adopted this 6th day of October 2020

Brandon Talsma, Chairman

Attest:

Dennis Parrott, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES
BOOK 21 10/6/2020 PAGE

Resolution 20-

WHEREAS, a position vacancy has been approved for the following appointment by the Board of Supervisors through the Personnel Requisition Process.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies the following appointment to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Community Development Dept	Inspection Technician	Brett Jennings	\$20.66	Hiring-In Environmental Health Tech Union Scale	10/19/2020

Resolution adopted this 6th day of October, 2020

Brandon Talsma, Chairman

Attest:

Dennis Parrott, Auditor

Resolution 20-

WHEREAS, a position vacancy has been approved for the following appointment by the Board of Supervisors through the Personnel Requisition Process.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies the following appointment to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Secondary Roads	Skilled Laborer	Charles Douglas	\$22.74	Hire-In Rate Union Scale	10/7/2020
Secondary Roads	Skilled Laborer	Noah Brindle	\$22.74	Hire-In Rate Union Scale	10/12/2020
Secondary Roads	Skilled Laborer	Kyle Van Der Hart	\$22.74	Hire-In Rate Union Scale	10/12/2020
Secondary Roads	Skilled Laborer	Jacob Tool	\$22.74	Hire-In Rate Union Scale	10/26/2020

Resolution adopted this 6th day of October, 2020

Brandon Talsma, Chairman

Attest:

Dennis Parrott, Auditor

Resolution 20-

WHEREAS, The Jasper County Public Health Department has the need for and has requested that the Jasper County Board of Supervisors create a permanent full-time position of Health Department Assistant.

NOW, THEREFORE BE IT RESOLVED that the Jasper County Board of Supervisors shall create the permanent full-time position Health Department Assistant.

Resolution adopted this 6th day of October, 2020.

Brandon Talsma, Chairman

Attest:

Dennis Parrott, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES

BOOK 21

10/06/2020

PAGE

CONTRACT FOR SERVICES

This Contract for Services (the "Agreement) is made as of _____, 2020, between MercyOne Newton Medical Center Laboratory and Jasper County, Iowa.

RECITALS

WHEREAS, MercyOne Newton Medical Center Lab is in the business of performing laboratory testing services, and has staff who conduct patient blood draws ("Phlebotomy Services"); and

WHEREAS, Jasper County desires MercyOne Newton Medical Center to provide Phlebotomy Services for its employees, for the purpose of wellness checks.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. MercyOne Newton Medical Center staff will be in the in-service room of MercyOne Newton Medical Center on October 29, 2020, from 6:00 am to 9:00 am.
2. MercyOne Newton Medical Center staff will be available to draw any Jasper County employee who wishes to participate and have a wellness check (the "Wellness Profile") conducted.
3. Jasper County agrees to pay \$30 per full time employee Wellness Profile completed. The Wellness Profile will test the following: Sodium, Potassium, Chloride, BUN, Creatinine, Glucose, Bilirubin, AST, ALT, GGT, ALP, Cholesterol, Triglycerides, HDL, LDL, TSH and Ferritin.
4. MercyOne Newton Medical Center's Staff will draw any part time Jasper County employees wishing to have the Wellness Profile done. The \$30 cost of the profile will be the responsibility of the part time employee and not Jasper County, and will be due at the time of the lab draw.
5. MercyOne Newton Medical Center Staff will draw any male Jasper County employee wishing to have PSA testing. The \$20 cost of the PSA test will be the responsibility of the employee and not Jasper County, and will be due at the time of the lab draw.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**MERCYONE NEWTON MEDICAL CENTER
MEDICAL LABORATORY**

**JASPER COUNTY
HEALTH DEPARTMENT**

By: _____
Laurie Conner,
MercyOne Newton Medical Center President

By: _____
Kristina Winfield, Public Health Coordinator

MercyOne Newton Medical
Center
Address: 204 N. 4th Ave E.
Newton, Iowa 50208
Phone: (641) 792-1273

Jasper County Health Department
116 W 4th St S
Newton, IA 50208
Phone: 641.787.9224

By: _____
Brandon Talsma, Board of Supervisors Chair

Attest: _____
Dennis Parrott, Jasper County Auditor

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

SCHEDULE 3

THIS AGREEMENT is made and entered into on this ____ day of _____, 2020 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, 2021, 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 a greement 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, 2020.

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15, 2021**. 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 2020 business year, but not before October 1, 2020. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2020 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, 2021**.

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, 2021**, 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 Underage Purchaser Volunteers. Utilization of underage purchaser volunteers is strongly encouraged where feasible. The Department may compensate the

underage purchasers involved in the compliance checks in a manner consistent with Section 6. Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) will not allow underage purchasers under the age of sixteen to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

5.1.4 Routine Enforcement. In addition to conducting compliance checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage 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 underage persons. 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 underage purchasers 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, 2020** 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 underage purchasers. 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

Date

Jasper County, Iowa

Ordinance #66 Animal Control

- 1.01 Policy
- 1.02 Definitions
- 1.03 Intake/ Release Procedure
- 1.04 Unclaimed Animals
- 1.05 Responsibilities of Owners
- 1.06 Conditions for Impoundment
- 1.07 Confinement
- 1.08 Keeping of Potentially Dangerous Dogs
- 1.09 Right to Kill
- 1.10 Keeping of Vicious Dogs and Dangerous Animals Prohibited
- 1.11 Vicious Dog and Dangerous Animal Exceptions
- 1.12 Abatement Procedure Pertaining to Vicious Dogs and Dangerous Animals
- 1.13 Animal Welfare and Care
- 1.14 Animal Welfare Complaints
- 1.15 Fees
- 1.16 Severability
- 1.17 Effective Date

1.01 POLICY

Jasper County Animal Control will maintain licensure as a “pound” under the Bureau of Animal Industry in the Dept. of Agriculture and Land Stewardship. Animal Control will conduct activities that support chapter 717 and 717B of the Code of Iowa as it relates to offenses and injury to animals. This will be done in cooperation with local law enforcement. Fees may be charged to cover costs of disease prevention and custodial care.

1.02 DEFINITIONS

For use in this chapter, the following terms or words are interpreted or defined:

1. “Animal” means domesticated dog or cat unless otherwise indicated in this section.
2. “Animal Control Officer” means a person designated by the county to preform such duties involving animal control and having police authority for the enforcement in this chapter.
3. “Animal Pound” means any premises, either designated or contracted for, by the county for the proper care of impounded animals held under the authority of this chapter.

4. "At Large" means any animal found off the premises of its owner and not under the control of a competent person. An animal shall not be deemed at large if such animal is:
 - A. Restrained within a motor vehicle.
 - B. In a fenced-in area.
 - C. Housed in a veterinary hospital or kennel.
 - D. On a leash (electronic or otherwise).
 - E. "At heel" beside a competent person and obedient to that person's command.

5. "Attack" means an act committed by an animal with the ability to execute such an act that either by threat of physical contact or actual physical contact causes fear, pain or injury to a human being or an animal so long as the latter has not first committed such an act on the offending animal.

6. "Cats" means both male and female animals of the feline species, whether altered or not.

7. "Control" is established when an animal is secured by a leash or lead, confined in a fenced-in area or vehicle, or obedient to a competent person's commands.

8. "County Agent" is the director of community development or designee.

9. "Dangerous Animal" means (a) any animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among, human beings or animals and having known tendencies as a species to do so; (b) any animals declared to be dangerous by the Board of Supervisors upon reasonable notice to the owner thereof who shall be entitled to a hearing before the Board; and (c) the following animals which shall be deemed dangerous animals per se:
 - A. Wolves, coyotes, and foxes;
 - B. Badgers, wolverines, weasels, mink, and other Mustelids;
 - C. Bats;
 - D. Bears;
 - E. Gila monsters and lizards that are venomous or poisonous;
 - F. All apes (including chimpanzees), baboons, and macaques;
 - G. Monkeys, except the squirrel monkey;
 - H. Elephants;
 - I. Wild boar;
 - J. Black widow and brown recluse spiders and scorpions;
 - K. Snakes which are naturally venomous or poisonous;
 - L. Snakes which are constricting and exceeding six (6) feet in length;

M. All cats, except domestic cats (Carnivore of the family Felidae, including but not limited to lions, cougars, tigers, jaguars, leopards, lynx, ocelots, bobcats, etc.);

N. Raccoons, opossums, and skunks;

O. Any animal that has attacked or bitten any person without provocation, or any animal that has exhibited vicious propensities in present or past conduct by acting in the following manner; **(a)** by biting a person or persons on two separate occasions within a twelve (12) month period; or **(b)** did bite a person once causing injuries above the shoulders of the person.

10. “Disturbance” means the act of trespassing, chasing, maiming or killing domestic livestock or fowl; damaging or killing domestic livestock or fowl; damaging or destroying personal property; biting or attempting to bite a person.

11. “Dogs” means both male and female animals of the canine species, whether altered or not.

12. “Livestock” means animals kept for use of pleasure, especially farm animals kept for use and profit including fowl.

13. “Owner” includes, in addition to its ordinary meaning, any person or persons, firm, association or corporation owning, keeping, sheltering or harboring an animal.

14. “Potentially dangerous dog” means any of the following:

A. Any dog which, when unprovoked, on two separate occasions within the prior 36 month period, engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the animal are on or off the property of the owner or keeper of the dog.

B. Any dog which, when unprovoked, inflicts injury upon a person less severe than as defined in Section 1.02(9).

15. “Proper enclosure” means any pen or kennel with sides attached to a secured top and a secured bottom, floor or foundation. In lieu of a top, a fence may be used that is at least six feet in height or six feet taller than any internal structure that the dog can jump from. In lieu of a bottom, a fence may be used that is imbedded into the ground at least two feet to prevent any digging under the fence.

16. “Provoked” means, but is not limited to:

A. Any willful trespass or other tort upon premises occupied by the owner or keeper of the dog.

B. Any act of teasing, tormenting, abusing, or assaulting or threat to act; being committed by a person or animal against a dog or the owner or keeper of the dog.

17. “Severe injury” means any physical injury to a human being that results in muscle or tendon tears, joint injuries, disfiguring lacerations or requires multiple sutures.

18. “Stray” means any animal unlawfully running at large, the ownership of which cannot with reasonable investigation be ascertained or any animal which has been abandoned by its owner.

19. “Unincorporated Areas” means areas not within the confines of an incorporated city.

20. “Vicious dog” means any of the following:

A. Any dog, which, when unprovoked and in an aggressive manner, bites a human being above the waist (excluding the hands) or inflicts severe injury upon or kills a human being.

B. Any dog previously determined to be potentially dangerous by Jasper County which, after its owner or keeper has been notified of the determination, described in Section 1.02 continues the behavior described or is maintained in violation of Section 1.08.

1.03 INTAKE/ RELEASE PROCEDURE

- A.** Animals will be impounded by a county agent or the local law enforcement officer at their discretion if the animal poses a safety threat to the community.
- B.** Animals that are claimed by an owner must be shown to be current on their rabies vaccination before they can be released. No animal may leave the facility without a rabies certificate.
- C.** An “Animal Release Form” must be filled out for all animals held in the pound and held on file for one year as per State licensing requirements for a pound.
- D.** Animals that are known to be potentially dangerous, dangerous, vicious, or having a contagious disease may not be admitted into the pound’s custody.

1.04 UNCLAIMED ANIMALS

- A.** Animals brought to the pound that have not been claimed after 7 days will be transferred to another animal rescue facility. All information known about the animal shall be disclosed to them by pound staff or local law enforcement.
- B.** Animals not claimed after 7 days will be given Distemper/Parvo, Bordetella, and Rabies vaccinations according to their age and health. If then reclaimed, the owner will be liable for all costs associated.
- C.** Animals deemed to be not adoptable due to health or temperament by a licensed veterinarian will be humanely euthanized by a licensed veterinarian.

1.05 RESPONSIBILITY OF OWNERS

It shall be the responsibility of an owner of any animal, through the use of methods deemed reasonable and proper and in accordance with all other laws, to comply with the following conditions:

1. It is unlawful for an owner of any animal to permit such animal to pass upon the premises of another person, thereby causing damage to, or interference with, the premises.
2. It is unlawful for an owner of any animal to permit such animal to cause serious noise or disorder to any person or persons by frequent and habitual howling, yelping, barking, or otherwise; or by running after or chasing persons, bicycles, automobiles or other vehicles, or in any way posing a public hazard, a public nuisance, or a disturbance.
3. It shall be the duty of the owner of any dog, cat or other animal which has bitten or attacked a person or any person having knowledge of such bite or attack to report this act to a local health or law enforcement official. It shall be the duty of physicians and veterinarians to report to the Board of Health, County Agent, or Local Law Enforcement the existence of any animal known or suspected to be suffering from rabies. (Code of Iowa, Sec. 351.38)

1.06 CONDITIONS FOR IMPOUNDMENT

1. Any animal found at large that may pose a safety threat.
2. Any dog which is causing a disturbance is subject to seizure and impoundment.
3. Any vicious dog or dangerous animal believed to pose a risk or threat of harm to any person or animal may be seized and impounded.
4. Any animal against which two (2) or more complaints for running at large and causing a disturbance to have been made is subject to restraint on the property of the owner. This is to include all animals within the County.

1.07 CONFINEMENT

When the Animal Control Officer or County Agent receives information that any person has been bitten by an animal or that a dog or animal is suspected of having rabies, the Animal Control Officer or County Agent shall order the owner to confine such animal in the manner provided herein for a minimum of ten (10) days.

1. An animal must be quarantined by a licensed veterinarian or at a licensed pound at the owner's expense, if:
 - A. The animal, over four (4) months of age, has no record of current rabies Vaccination. Unvaccinated animals cannot be vaccinated until the end of the quarantine period, at which time the animal must be vaccinated at the owner's expense.
 - B. The events leading to the incident are such that rabies is suspected.
 - C. There was no due cause for the incident, or the animal has suspicious recent history. This will be utilized even if the animal has a record of being currently vaccinated for rabies.
2. Home quarantine may be permissible if:
 - A. Conditions listed in Subsection 1.07 (1) are not applicable and the owner can provide proper confinement of the animal, complete with the posting of a sign in a conspicuous place, warning of possible rabies infection. Confinement will be done by the penning of the animal so that there is a metal barrier as to prevent the intimate approach of any other animal or person.
 - B. The owner of the animal shall sign an agreement to adhere to the rules of confinement for the designated length of time, and also agrees to notify the County immediately if the animal sickens, dies, or escapes.
 - C. The animal must be examined by a licensed veterinarian at the end of the quarantine period, and revaccinated if the bite occurred within two months of the expiration date of the current vaccination. The quarantine period shall be ten (10) days for all animals. With the approval of a licensed veterinarian, said animal may be euthanized and the brain sent for examination at the owner's expense, if it is not practical to confine the animal for reasons of health and safety. If the owner fails to confine such animal in the manner directed, and animal shall be apprehended and impounded and after ten (10) days the animal will be euthanized. If such animal is returned to its owner, the owner shall pay the cost of impoundment and any other costs associated with the care of the animal.

1.08 KEEPING OF POTENTIALLY DANGEROUS DOGS

A potentially dangerous dog shall at all times be kept confined within a residence or in a secured proper enclosure. The enclosure shall be locked with a key or combination lock to prevent the entry of children. When off the premises, the dog must be kept on a

substantial leash of no more than six feet in length and under the control of a responsible adult. If there are no additional instances of the behavior described in Section 1.02 within a 36-month period from the date of designation as a potentially dangerous dog, the dog may be removed from the list of potentially dangerous dogs.

1.09 RIGHT TO KILL

The County reserves the right to euthanize any animal not under observation for rabies or under rabies quarantine for which no reasonable veterinary care would prove to be practical to sustain said animal, when said animal is afflicted with a contagious disease which would endanger the welfare of the other animals in the shelter, or any dog declared as vicious by Jasper County.

1.10 KEEPING OF VICIOUS DOGS AND DANGEROUS ANIMALS PROHIBITED

No person shall keep, shelter or harbor any animal as a pet, or act as a temporary custodian for such animal, or keep, shelter or harbor such animal for any other purpose or in any other capacity within the County except as provided in Section 1.11 of this chapter. No dog declared as vicious shall be allowed to be taken out of or brought into Jasper County.

1.11 VICIOUS DOGS AND DANGEROUS ANIMAL EXCEPTIONS.

The prohibition contained in Section 1.10 of this chapter shall not apply to the keeping of illegal animals in the following circumstances:

1. The keeping of illegal animals in a public zoo, bona fide educational or medical institution, humane society or museum where they are kept as live specimens for the public to view, or for the purpose of instruction, research or study.
2. The keeping of illegal animals for exhibition to the public by a bona fide traveling circus, carnival, exhibit or show.
3. The keeping of illegal animals in a bona fide, licensed veterinary hospital for treatment.
4. The keeping of illegal animals by a wildlife rescue organization with appropriate permit from the Iowa Department of Natural Resources.
5. Dogs while utilized by any law enforcement officer in the performance of enforcement work.

1.12 ABATEMENT PROCEDURES PERTAINING TO VICIOUS DOGS AND DANGEROUS ANIMALS

If the County Agent has a reasonable suspicion that a dog is vicious, or a dangerous animal is in violation of this chapter, the County Agent shall conduct or cause to be conducted an investigation. In the event that the County Agent has probable cause to believe that a dog is vicious, or a dangerous animal is in violation of this chapter, the County Agent shall be empowered to convene a hearing for the purpose of determining whether or not the dog in question should be declared vicious or the dangerous animal is in violation and constitutes a hazard.

If a hearing is to be convened, the County Agent shall notify the owner or keeper of the vicious dog or dangerous animal that a hearing will be held at which said owner or keeper may have the opportunity to present evidence why the dog or dangerous animal shall not be declared a hazard.

The hearing shall be held promptly within no less than five (5) days or more than ten (10) days after the service of notice upon the owner or keeper of the dog or dangerous animal. The hearing shall be informal and shall be open to the public.

The hearing shall be overseen by a three (3) person committee. Members of the committee shall have two-year appointments and the committee shall consist of one member being an employee from the Jasper County's Sheriff's Office, one member being a licensed veterinarian, and one member being a Jasper County resident.

After the hearing, the owner or keeper of the dog or alleged dangerous animal shall be notified in writing of the determination. If a determination is made that the dog is vicious or the dangerous animal is a hazard; the owner or keeper shall comply with the provisions of this chapter in accordance with a time schedule established by the County Agent, but in no case more than thirty (30) days subsequent to the date of determination. If the owner or keeper of the dog or dangerous animal contests the determination, he or she may bring a petition in the district court within the judicial district wherein the dog or dangerous animal is kept, praying that the court conduct its own hearing on whether or not the dog be declared vicious or the dangerous animal be found to be in violation and a threat to the public safety. After service of notice upon the County Agent, the court shall conduct a hearing anew and make its determination as to alleged viciousness or hazard. The issue shall be decided upon the preponderance of the evidence.

If the court rules the dog to be vicious, or the dangerous animal to be a threat to the public safety, the court may establish a time schedule to ensure compliance with this chapter. The court may decide all issues for or against the owner or keeper of the dog or dangerous animal regardless of the fact that said owner or keeper fails to appear at said hearing. The determination of the district court shall be final and conclusive upon all parties thereto.

However, the County Agent shall have the right to declare a dog vicious or an animal dangerous for any subsequent actions of the dog or animal. In the event that the County Agent has probable cause to believe that the dog in question is vicious or the animal is dangerous, and poses a threat of serious harm to human beings or domestic animals, the County Agent may seize and impound the dog or dangerous animal pending the aforesaid hearings. The owner or keeper of the dog or dangerous animal shall be liable to the County when the dog or dangerous animal is impounded for costs and expenses of keeping such dog or dangerous animal.

1.13 ANIMAL WELFARE AND CARE

All animals shall be maintained with a “minimum level of care.” This shall mean the care sufficient to reasonably preserve the physical health and condition of the animal(s), and except for emergencies or circumstances beyond the reasonable control of the owner includes but is not limited to the following requirements:

1. A quantity of wholesome feed suitable for the animal’s species and age, sufficient to maintain reasonable levels of nutrition, at intervals or not more than twenty- four (24) hours or longer if the dietary requirements of the animal require.
2. Reasonable access to a supply of clean, fresh water provided for drinking in amounts and at intervals suitable for the species, not to exceed twenty-four (24) hours at any interval.
3. If the animal is a pet, adequate access to a shelter sufficient to ensure that the pet does not suffer unreasonable distress due to natural elements, including but not limited to wind, rain, snow, sun, cold, heat, or dampness.
4. If the animal is livestock, adequate access to a natural or constructed barrier sufficient to offer reasonable protection against temperature extremes, wind, rain, or snow.
5. If the animal is restricted in a confinement area for an extended period, the area shall be kept reasonably clean and free from contaminates, including animal waste, which may threaten the health of the animal.
6. Veterinary or farrier care, if a reasonably prudent person would advise such care to relieve distress from injury, disease or neglect.
7. If the animal is a pet, a confinement area with adequate space for the exercise necessary to preserve the health of the animal and which provides a dry area for the animal to rest. The air temperature or ventilation in the confinement area shall be suitable to preserve the health of a normal animal of the same species.
8. If an animal is fastened by a leash, including a rope or chain, which restricts the movement of the animal, a leash shall be attached to the animal by a well-fitting collar

or harness that is fastened to the animal in a manner designed to prevent injury or entanglement. A leash shall not restrict an animal from access to adequate shelter or sufficient food or water.

1.14 ANIMAL WELFARE COMPLAINTS

- A.** If a complaint is received about an animal's welfare or a neglect situation, the ACO will investigate following the Iowa Code Chapter 717 and 717B for guidance.
- B.** Following a complaint, the ACO will fill out a complaint form, documenting the caller contact information if available, and all steps taken to investigate and/or remediate the situation. The owner of the property and/or animal(s) of concern will then be contacted to ask permissions to check on the welfare and condition of the animal(s). If given permission the ACO will observe the living conditions and requirements of the law for the species of concern.
- C.** If permission to investigate is denied by the owner, law enforcement will be contacted for procedure to gain admittance to investigate. If necessary, a search warrant may be requested by law enforcement from the county attorney. Further investigations from a search warrant will be done according to law and Chapter 717 and Chapter 717B.

1.15 FEES

The Jasper County Board of Supervisors will establish fees to be collected by Jasper County Animal Control for services necessary for carrying out provisions of this article.

1.16 SEVERABILITY

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

1.17 EFFECTIVE DATE

This ordinance shall be in effect after its final passage, approval and publication as provided by law. All previous animal ordinances are considered null and void.

Passed and approved this _____ day of _____, 2020 following three readings (or due waiver thereof in the manner allowed by law).

Approval of Subdivision Plat Name by Jasper County Auditor

Date 9/25/2020

The Jasper County Auditor's Office has reviewed the final plat of:

WEST FIELD HORIZONS PLAT 4

Pursuant to Iowa Code 354.6(2) and 354.11(6), we approve of the subdivision name or title and have no objections to this subdivision plat being recorded.

Signed Lynna Naak
Real Estate Clerk- Jasper County, Iowa

Signed Debra J. Smith
Auditor of Jasper County, Iowa

RECORDED
INDEXED
OCT 12 2020
JASPER COUNTY, IOWA

RESOLUTION NO. _____

RESOLUTION APPROVING PLAT OF WEST FIELD HORIZONS PLAT 4

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 FIELD HORIZONS PLAT 4, and certified by Erin D. Griffin, Snyder & Associates, Inc., a Licensed Professional Land Surveyor, and

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

A PART OF PARCEL "H" AS FILED IN BOOK A, PAGE 612 OF THE JASPER COUNTY RECORDER'S OFFICE BEING A PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 81 NORTH, RANGE 20 WEST OF THE 5TH P.M., CITY OF BAXTER, JASPER COUNTY, IOWA

More particularly described as follows:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 18, WEST FIELD HORIZONS, AN OFFICIAL PLAT; THENCE SOUTH 23° 31' 58" WEST ALONG THE WEST LINE OF SAID WEST FIELD HORIZONS, 566.86 FEET TO THE NORTHEAST CORNER OF PARCEL "M" OF PARCEL "H" AS FILED IN BOOK 1157, PAGE 231 OF THE JASPER COUNTY RECORDER'S OFFICE; THENCE NORTH 66° 23' 13" WEST ALONG THE NORTH LINE OF SAID PARCEL "M" OF PARCEL "H", 150.40 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "M" OF PARCEL "H"; THENCE SOUTH 23° 31' 59" WEST ALONG THE WEST LINE OF SAID PARCEL "M" OF PARCEL "H", 30.27 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "M" OF PARCEL "H"; THENCE NORTH 66° 29' 27" WEST ALONG THE NORTH LINE OF LOT "D" OF WEST FIELD HORIZONS 2ND ADDITION, AN OFFICIAL PLAT, 60.00 FEET TO THE NORTHWEST CORNER OF SAID LOT "D"; THENCE SOUTH 23° 31' 59" WEST ALONG THE WEST LINE OF SAID LOT "D", 61.44 FEET TO THE NORTHEAST CORNER OF LOT 21 OF SAID WEST FIELD HORIZONS 2ND ADDITION; THENCE NORTH 66° 13' 35" WEST ALONG THE NORTH LINE OF SAID LOT 21, A DISTANCE OF 149.82 FEET; THENCE NORTH 23° 21' 43" EAST, 60.77 FEET; THENCE NORTH 23° 31' 01" EAST, 552.45 FEET; THENCE SOUTH 79° 48' 30" EAST, 365.84 FEET TO THE WEST LINE OF SAID WEST FIELD HORIZONS; THENCE SOUTH 00° 09' 11" WEST ALONG SAID WEST LINE, 11.55 FEET; THENCE SOUTH 23° 31' 58" WEST CONTINUING ALONG SAID WEST LINE, 29.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.04 ACRES (219,141 S.F.).

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 FIELD HORIZONS PLAT 4 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 _____, 2020

Chairman

Auditor

I, Brandon Talsma, 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 _____, 2020 whereby said board accepted and approved the plat of WEST FIELD HORIZONS PLAT 4.

IN WITNESS WHEREOF, I hereto affix my hand and the seal of Jasper County, Iowa, this day of _____, 2020.

Notary Public

PAGE 03/04

JASPER ENG


09/17/2020 08:25 01

Site	Diameter	Length	Gage	Corr.	Ends	Bands	Elbow	Diaphragm	Lump Sum Bid Amount
S11	120"	72'	10	2x1	2:1 Step Beveled	Unbreakable Bands			19,286.80
*See Attached Drawings and Notations									
AVAILABILITY: 15 - 20 DAYS ARO									
Please use this sheet for bidding									
									Lump Sum 19,286.80
									Delivery INCLUDED
									Total 19,286.80
Company Name	METAL CULVERTS INC.								
Address	P.O. BOX 330								
City/State/Zip	JEFFERSON CITY, MO 65102								
Phone Number	573-636-7312								
Signature	BRET MATHEWS, SALES REPRESENTATIVE <i>Bret Mathews</i>								

From:

09/21/2020 12:04

#508 P.001/001

Site	Diameter	Length	Gage	Corr.	Ends	Bands	Elbow	Diaphragm	Lump Sum Bid Amount
S11	120"	72'	10	3x1	2:1 Stop Beveled	Unbreakable Bands			\$22,065.45
*See Attached Drawings and Notations									
Please use this sheet for bidding									
									Lump Sum Delivery Total: \$22,065.45
Company Name: Contech Engineered Solutions									
Address: 1112 SE Lorenz Dr									
City/State/Zip: Ankeny, IA 50021									
Phone Number: 515-344-0422									
Signature: 									

RESOLUTION _____

Secondary Roads Department Continuity of Supervision

WHERE AS The Board of Supervisors is charged with the jurisdiction and control of the secondary roads system [Iowa Code §306.4].

WHERE AS The Board of Supervisors has the authority to direct the County Engineer to proceed with the construction and maintenance work of such roads in their county, 1979 Iowa Op. Atty. Gen. 424, 1979 WL 21084 (Iowa A.G.).

WHERE AS The County Engineer has the responsibility for performing the work. It is within his/her authority to direct the work and to supervise the county employees.

WHERE AS In the absence of the County Engineer, to maintain continuity of operations in the secondary roads department by directing the work and supervising county employees, the Board of Supervisors shall appoint an individual or individuals to take charge of the department.

THERE FORE The Jasper County Board of Supervisors hereby appoints Randy Freese take charge of the day to day operations of the Secondary Roads Department until further notice or the return of the County Engineer.

Effective Immediately.

Resolution Adopted this 6th day of October, 2020.

Brandon Talsma, Chairman
Jasper County Board of Supervisors

Attest: _____
Dennis K. Parrott, Auditor

Resolution 20-_____

**RESOLUTION REQUESTING REIMBURSEMENT FROM THE IOWA COVID-19
GOVERNMENT RELIEF FUND**

A resolution by Jasper County to request reimbursement for eligible costs related to the COVID-19 public health emergency from the Iowa COVID-19 Government Relief Fund.

WHEREAS, the United States Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide economic relief related to the COVID-19 pandemic.

WHEREAS, Governor Kim Reynolds allocated \$125 million of the State of Iowa's CARES Act funding to local governments for direct expenses incurred in response to the COVID-19 emergency.

WHEREAS, local government funding reimbursements may only be used for necessary expenditures incurred due to the COVID-19 pandemic, were not accounted for in the current fiscal year county budget, were incurred during the time period of March 1, 2020 through December 30, 2020 and have not been reimbursed from other sources.

NOW, THEREFORE BE IT RESOLVED, Jasper County requests reimbursement of \$133,629.35 in eligible expenditures in response to the COVID-19 public health emergency.

BE IT FURTHER RESOLVED, Jasper County affirms that the above requests for reimbursement follow all formal published Federal and State of Iowa guidance on how the funds should be spent, and understand if the reimbursements are misrepresented, the local government will be liable for any applicable penalty and interest.

HEREBY RESOLVED but the Board of Supervisors for Jasper County on this 6th day of October, 2020.

Brandon Talsma, Chair, Board of Supervisors

Attested: _____
Dennis K. Parrott, Auditor

September 22, 2020

Tuesday, September 22, 2020 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 Talsma presiding.

Motion by Cupples and seconded by Carpenter to table agenda item #1(a) Courthouse Generator until next week's meeting.

YEA: CARPENTER, CUPPLES, TALSMA

Building & Grounds Director Adam Sparks presented to the Board quotes for 12 stainless steel shower stalls at the jail.

Brooker Corporation	Each \$8,918	Total \$107,016
Warnick & Reeves Mechanical	Each \$9,371	Total \$112,452

Motion by Cupples and seconded by Carpenter to purchase one shower stall from Brooker Corporation to see how it will work for the jail at a cost of \$8,918.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to approve the Jasper County Civil Service Commission List which included the names: Deputy Ian Winfield and Deputy Tracy Cross.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Cupples and seconded by Carpenter to adopt Resolution 20-65 creating the position of Public Health Assistant.

YEA: CARPENTER, CUPPLES, TALSMA

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

Motion by Cupples and seconded by Carpenter to approve 2019 tax levies payable in 2020/2021.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to approve Board of Supervisors Minutes for 09/15/2020.

YEA: CUPPLES, CARPENTER, TALSMA

There were no Board appointments.

Motion by Cupples and seconded by Carpenter to adjourn the Tuesday, September 22, 2020 meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, CUPPLES, TALSMA

Dennis K. Parrott, Auditor

Brandon Talsma, Chairman