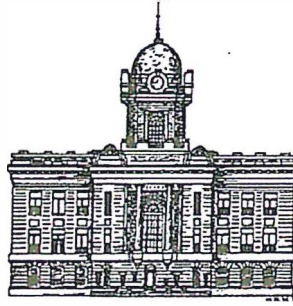


Jasper County, Iowa

Denny Carpenter

Doug Cupples

Brandon Talsma



Board of Supervisors

Courthouse

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Newton IA 50208

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JASPER COUNTY BOARD OF SUPERVISORS MEETING AGENDA

www.jasperia.org

July 20, 2021

9:30 a.m.

Live Stream: <https://jasper.zoom.us/j/97712718501>

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

Pledge of Allegiance

- Item 1 Public Hearing – Ordinance #67 Tanning Facilities**
- Item 2 Veteran Affairs – Kurt Jackson**
 - a) Approve Quarterly Report for 4th Quarter 2020-2021
- Item 3 Administration Building Wall Mural Committee**
- Item 4 Conservation – Keri VanZante**
 - a) Red Rock Prairie Trail Easement
- Item 5 Sheriff – John Halfery**
 - a) Appointment of Sheriff Deputies
 - b) Jail PT and FT Staffing
- Item 6 Elderly Nutrition – Kelli Van Manen**
 - a) Colfax Senior Center Agreement
 - b) Monroe City Hall Agreement
- Item 7 Approval of Claims Paid through 07/20/21**
- Item 8 Approval of Board of Supervisors Minutes for 07/13/21**

PUBLIC INPUT & COMMENTS

Jasper County ORDINANCE NO. 67

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 County.

SECTION 2- Definitions

“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.

“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 Environmental Health Department, a division of Jasper County Community Development.

“Director” means the Director of Environmental Health, a division of Jasper County Community Development.

“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 Iowa Department of Public Health.
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 Supervisors 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 not 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 Environmental Health Inspector, the person may administratively appeal in writing to the Jasper County Community Development 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 Jasper County Community Development Director shall review the action of the Environmental 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 Jasper County Community Development Director, the person may appeal in writing to the Jasper County Board Supervisors 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 Supervisors shall review the action of the Environmental Health Inspector. The Board of Supervisors shall order compliance with said order or may, with cause, modify or withdraw said order. Any order of the Board of Supervisors 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 PHOTSENSITIZING 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.

Jasper County Veteran Affairs

June Expenses

Description	Code	Total \$	Voucher	Date of Request	DATE of Check	What for?	Miles	Who Paid
Wages-Elected/Dept Head		\$3,127.95						
Kurt Jackson		\$1,563.98			6/9/2021	Salary		Kurt Jackson
Kurt Jackson		\$1,563.97			6/23/2021	Salary		Kurt Jackson
Wages - Part Time Assistant		\$1,812.29						
Keith Thorpe		\$910.52			6/9/2021	Wages		Keith Thorpe
Keith Thorpe		\$901.77			6/23/2021	Wages		Keith Thorpe
Wages-Vet Affairs Commission		\$150.00						
Marta Ford		\$50.00		6/9/2021	6/22/2021	Attended		Marta Ford
Mike Naber		\$50.00		6/9/2021	6/22/2021	Attended		Mike Naber
Jerry Nelson		\$0.00				Attended		
Matthew Smith		\$0.00				Absent		Matthew Smith
Sue Springer		\$50.00		6/9/2021	6/22/2021	Attended		Sue Springer
Office Supplies		\$30.98						
Amazon		\$30.98		6/9/2021	6/27/2021	(1) Pack of 5 SanDisk Memory Flash Cards		Amazon
Advertisement		\$482.32						
Newton Daily News		\$270.00		5/31/2021	6/27/2021	Advertising		Newton Daily News
Hometown Press		\$76.00		5/31/2021	6/27/2021	Advertising		Hometown Press
HALO Branded Solutions, Inc.		\$136.32		5/27/2021	6/8/2021	Advertising for Veterans Outreach Events		HALO Branded Solutions, Inc.
Maint-Office/Computer Equip		\$1,137.83						
Tyler Technologies, Inc.		\$898.00		4/15/2021	7/6/2021	Renewal of VetraSpec Software		Tyler Technologies, Inc.
Shredder		\$42.00		6/21/2021	7/6/2021	Shredding Services		Shredder
Premier Copier		\$15.52		5/28/2021	6/27/2021	Copier Contract		Premier Copier
Forbes Office Solutions		\$182.31		6/1/2021	6/27/2021	Tape / Ink Cartridge / Security Box		Forbes Office Solutions
Personal Items/Clothing		\$20.00						
Caseys Gas Card	TP1871	\$20.00		6/22/2021	6/22/2021	Gas Money needed to go to DSM VA		Veteran TP1871
Food/Provisions		\$200.00	\$0.00					
Fareway # 848	KM7721	\$200.00		6/30/2021		Food Voucher (159)		Fareway # 848
Rent Payments		\$600.00						
Shaun Flood	KM7721	\$600.00		6/30/2021	7/20/2021	Shelter (Rent)		Shaun Flood, Prairie City, Iowa
Utilities (Electric)		\$333.98						
Alliant Energy / IPL	SA0006	\$333.98		6/22/2021	7/20/2021	Utilities (Electric)		Alliant Energy / IPL
Water Payments		\$203.61						
Newton Waterworks	SA0006	\$203.61		6/30/2021	7/20/2021	Utilities (Water)		Newton Waterworks
Natural Gas Payments		\$283.55						
Black Hills Energy	SA0006	\$283.55		6/18/2021	7/20/2021	Utilities (Natural Gas)		Black Hills Energy
Other Transportation (RIDE)		\$808.92					1444.5	
Debbie Boehmer		\$22.96		6/9/2021	6/22/2021	Transport Veterans to Medical Appt May 2021	41.0	Jasper County Rides
Bill Ehler		\$38.08		6/9/2021	6/22/2021	Transport Veterans to Medical Appt May 2021	68.0	Jasper County Rides
Don Goode		\$168.00		6/9/2021	6/22/2021	Transport Veterans to Medical Appt May 2021	300.0	Jasper County Rides
Mary Helms		\$113.40		6/9/2021	6/22/2021	Transport Veterans to Medical Appt May 2021	202.5	Jasper County Rides
Paul Koeppen		\$95.20		6/9/2021	6/22/2021	Transport Veterans to Medical Appt May 2021	170.0	Jasper County Rides
Bruce Maach		\$38.08		6/9/2021	6/22/2021	Transport Veterans to Medical Appt May 2021	68.0	Jasper County Rides
Becky Ruehle		\$70.56		6/9/2021	6/22/2021	Transport Veterans to Medical Appt May 2021	126.0	Jasper County Rides
Karen Staker		\$95.76		6/9/2021	6/22/2021	Transport Veterans to Medical Appt May 2021	171.0	Jasper County Rides
Ron Wickman		\$166.88		6/9/2021	6/22/2021	Transport Veterans to Medical Appt May 2021	298.0	Jasper County Rides
Funeral Services		\$2,000.00						
Wallace Family Funeral Home	SR4122	\$2,000.00		6/7/2021	6/22/2021	Funeral Service (Indigent Veteran)		Wallace Family Funeral Home
Care-Graves/Markers		\$524.88						
CSA Woodworking		\$524.88		6/21/2021	6/27/2021	(8) Flag Cases & Flag Corrugated Boxes		CSA Woodworking
Fica-County Portion		\$368.41						
IPERS-County Portion		\$466.36						
Employee Group Insurance		\$1,704.36						

Administrative Expenses					\$6,741.37
Transport Assistance	\$808.92	1444.5	Miles		
Shelter Assistance	\$600.00				
Food Assistance	\$200.00				
Utility Assistance	\$821.14				
Medical & Other Assistance	\$20.00				
Funeral Assistance	\$2,524.88				
Assistance Expenses					\$4,974.94
Admin2 Expenses					\$2,539.13
Monthly Operating Expenses					\$14,255.44

State Allocation Fund Balance		\$0.00			
Public Donation Fund Balance			\$4,374.08		

Veteran Assistance			
Shelter (Rent) & Food	KM7721	\$800.00	
Utilities (Electric, Natural Gas, Water)	SA0006	\$821.14	
Gas Money needed to go to DSM VA	TP1871	\$20.00	
(8) Flag Cases & Flag Corrugated Boxes	CSA Woodworking	\$524.88	
Funeral Service (Indigent Veteran)	SR4122	\$2,000.00	
Transport Veterans to Medical Appt May 2021	Jasper County Ride	\$808.92	
		\$4,974.94	

Description	Code	Total \$	Voucher	Date of Request	DATE of Check	What for?	Miles	Who Paid
Wages-Elected/Dept Head		\$3,232.21						
Kurt Jackson		\$1,668.24			5/12/2021	Salary		Kurt Jackson
Kurt Jackson		\$1,563.97			5/26/2021	Salary		Kurt Jackson
Wages - Part Time Assistant		\$1,663.46						
Keith Thorpe		\$814.22			5/12/2021	Wages		Keith Thorpe
Keith Thorpe		\$849.24			5/26/2021	Wages		Keith Thorpe
Wages-Vet Affairs Commission		\$200.00				Monthly Meeting		
Marta Ford		\$50.00		5/12/2021	5/26/2021	Attended		Marta Ford
Mike Naber		\$50.00		5/12/2021	5/26/2021	Attended		Mike Naber
Jerry Nelson		\$0.00				Attended		
Matthew Smith		\$50.00		5/12/2021	5/26/2021	Attended		Matthew Smith
Sue Springer		\$50.00		5/12/2021	5/26/2021	Attended		Sue Springer
Office Supplies		\$23.99						
Amazon		\$23.99		5/27/2021	6/27/2021	(1) Pack of 5 SanDisk Memory Flash Cards		Amazon
Advertisement		\$284.00						
Newton Daily News		\$208.00		4/30/2021	5/27/2021	Advertising		News Printing Company
Hometown Press		\$76.00		4/30/2021	5/27/2021	Advertising		Hometown Press
Maint-Office/Computer Equip		\$57.52						
The Shredder		\$42.00		5/21/2021	6/8/2021	Shredding Services		The Shredder
Premier Copier		\$15.52		4/30/2021	5/27/2021	Copier Contract		Premier Copier
Other Transportation (RIDE)		\$891.64					1556.5	
Jack Ayres		\$44.80		5/5/2021	5/25/2021	Transport Veterans to Medical Appt April 2021	80.0	Jasper County Rides
Debbie Boehmer		\$47.04		5/5/2021	5/25/2021	Transport Veterans to Medical Appt April 2021	84.0	Jasper County Rides
Bill Ehler		\$120.96		5/5/2021	5/25/2021	Transport Veterans to Medical Appt April 2021	216.0	Jasper County Rides
Don Goode		\$286.72		5/5/2021	5/25/2021	Transport Veterans to Medical Appt April 2021	512.0	Jasper County Rides
Mary Helms		\$68.04		5/5/2021	5/25/2021	Transport Veterans to Medical Appt April 2021	121.5	Jasper County Rides
Paul Koeppen		\$72.80		5/5/2021	5/25/2021	Transport Veterans to Medical Appt April 2021	130.0	Jasper County Rides
Becky Ruehle		\$23.52		5/5/2021	5/25/2021	Transport Veterans to Medical Appt April 2021	42.0	Jasper County Rides
Karen Staker		\$49.28		5/5/2021	5/25/2021	Transport Veterans to Medical Appt April 2021	88.0	Jasper County Rides
Sherman Swank		\$115.92		5/5/2021	5/25/2021	Transport Veterans to Medical Appt April 2021	207.0	Jasper County Rides
Bill Umbarger		\$42.56		5/5/2021	5/25/2021	Transport Veterans to Medical Appt April 2021	76.0	Jasper County Rides
Transient	UNK	\$20.00		5/20/2021	5/20/2021	Gas Card for Transient Passing Through		
Fica-County Portion		\$384.10						
IPERS-County Portion		\$462.15						
Employee Group Insurance		\$1,704.36						

Administrative Expenses			\$5,461.18
Transport Assistance	\$891.64	0.0 miles	
Shelter Assistance	\$0.00		
Food Assistance	\$0.00		
Utility Assistance	\$0.00		
Medical & Other Assistance	\$0.00		
Funeral Assistance	\$0.00		
Assistance Expenses			\$891.64
Admin2 Expenses			\$2,550.61
Monthly Operating Expenses			\$8,903.43

State Allocation Fund Balance	\$0.00
Public Donation Fund Balance	\$4,374.08

Veteran Assistance		
\$20.00 Gas Card for Transient Passing Through		
Transport Veterans to Medical Appt April 2021	Jasper County Ride	\$891.64
		\$891.64

Description	Code	Total \$	Voucher	Date of Request	DATE of Check	What for?	Miles	Who Paid
Wages-Elected/Dept Head		\$3,290.85						
Kurt Jackson		\$1,563.97			4/14/2021	Salary		Kurt Jackson
Kurt Jackson		\$1,726.88			4/28/2021	Salary		Kurt Jackson
Wages - Part Time Assistant		\$1,663.46						
Keith Thorpe		\$709.16			4/14/2021	Wages		Keith Thorpe
Keith Thorpe		\$954.30			4/28/2021	Wages		Keith Thorpe
Wages-Vet Affairs Commission		\$200.00				Monthly Meeting		
Marta Ford		\$50.00		4/14/2021	4/27/2021	Attended		Marta Ford
Mike Naber		\$50.00		4/14/2021	4/27/2021	Attended		Mike Naber
Jerry Nelson		\$0.00				Attended		
Matthew Smith		\$50.00		4/14/2021	4/27/2021	Attended		Matthew Smith
Sue Springer		\$50.00		4/14/2021	4/27/2021	Attended		Sue Springer
Advertisement		\$416.00						
NewtonDaily News		\$240.00		3/31/2021	4/27/2021	Advertising		News Printing Company
Hometown Press		\$76.00		3/31/2021	4/27/2021	Advertising		Hometown Press
Riggs Printing Inc.		\$100.00		4/2/2021	4/27/2021	Advertising		Riggs Printing Inc.
Maint-Office/Computer Equip		\$96.02						
The Shredder		\$42.00		4/26/2021	5/11/2021	Shredding Services		The Shredder
Premier Copier		\$15.52		3/23/2021	3/27/2021	Copier Contract		Premier Copier
Forbes Office Solution		\$38.50		3/9/2021	4/27/2021	Business Cards (Thorpe)		Forbes Office Solutions
Dues/Memberships		\$50.00						
IACCVSO		\$50.00		4/22/2021	5/11/2021	(Jasper County) IACCVSO Dues FY 2021 - 2022		IACCVSO, Cerro Gordo VA, Mason City, Iowa
Rent Payments		\$70.55						
Super 8 Newton		\$70.55		4/21/2021	4/27/2021	"Transit Veteran Passing Through"		Super 8 Newton
Other Transportation (RIDE)		\$739.76					1321	
Jack Ayres		\$43.68		4/5/2021	4/27/2021	Transport Veterans to Medical Appt Mar 2021	78	Jasper County Rides
Debbie Boehmer		\$73.36		4/5/2021	4/27/2021	Transport Veterans to Medical Appt Mar 2021	131	Jasper County Rides
Don Goode		\$120.40		4/5/2021	4/27/2021	Transport Veterans to Medical Appt Mar 2021	215	Jasper County Rides
Mary Helms		\$90.72		4/5/2021	4/27/2021	Transport Veterans to Medical Appt Mar 2021	162	Jasper County Rides
Becky Ruehle		\$117.60		4/5/2021	4/27/2021	Transport Veterans to Medical Appt Mar 2021	210	Jasper County Rides
Karen Staker		\$82.88		4/5/2021	4/27/2021	Transport Veterans to Medical Appt Mar 2021	148	Jasper County Rides
Sherman Swank		\$122.08		4/5/2021	4/27/2021	Transport Veterans to Medical Appt Mar 2021	218	Jasper County Rides
Bill Umbarger		\$89.04		4/5/2021	4/27/2021	TransportVeterans to Medical Appt Mar 2021	159	Jasper County Rides
Care-Graves/Markers		\$1,049.76						
CSA Woodworking		\$1,049.76		4/15/2021	4/27/2021	(16) Flag Cases & Flag Corrugated Boxes		CSA Woodworking
Fica-County Portion		\$358.00						
IPERS-County Portion		\$467.69						
Employee Group Insurance		\$1,704.36						

Administrative Expenses				\$5,716.33
Transport Assistance	\$739.76	1321.0	Miles	
Shelter Assistance	\$70.55			
Food Assistance	\$0.00			
Utility Assistance	\$0.00			
Medical & Other Assistance	\$0.00			
Funeral Assistance	\$1,049.76			
Assistance Expenses				\$1,860.07
Admin2 Expenses				\$2,530.05
Monthly Operating Expenses				\$10,106.45

Veteran Assistance			
"Transit Veteran Passing Through"	Transit Veteran	\$70.55	
(16) Flag Cases & Flag Corrugated Boxes	CSA Woodworking	\$1,049.76	
Transport Veterans to Medical Appt Mar 2021	Jasper County Rides	\$739.76	
		<u>\$1,860.07</u>	

State Allocation Fund Balance	\$0.00
Public Donation Fund Balance	\$4,374.08

**Jasper County Veterans Affairs
Allocation Fund FY 2020 - 2021**

7/1/2021

				Beginning Allocation Amount	\$10,000.00
Date	Who to:	What For:	Amount		
6/25/2020	Forbes Office Solutions	(1) Conference Room Chair	172.92		
10/22/2020	Maxim Advertising	Embroidery Logo & 250 pcs 6x6 Microfiber Cloth	\$415.62		
11/19/2020	Susan Springer	Kellogg Legion Post 355 Outreach Dinner	\$68.14		
11/30/2020	Maxim Advertising	(98) Knit Caps w/ Jasper County Veterans Logo	\$545.85		
2/2/2021	Domino's Pizza	Pizzas and Beverages "The Dental Practice Outreach / Advertising	\$122.62		
2/22/2021	Maxim Advertising	(157) Knit Caps w/ Jasper County Veterans Logo	\$830.78		
4/9/2021	Kurt Jackson	Per Diem for Spring School (2) days @ \$64.00 per day	\$128.00		
4/9/2021	Keith N. Thorpe	Per Diem for Spring School (2) days @ \$64.00 per day	\$128.00		
4/14/2021	Embassy Suites by Hilton	IACCVSO Spring School Lodging (Jackson & Thorpe)	\$667.52		
4/14/2021	Marta Ford	Reimbursement (Clothing Giveaway Veterans Outreach)	\$98.14		
4/14/2021	Newton Legion Auxiliary	Reimbursement (Clothing Giveaway Veterans Outreach)	\$569.24		
4/21/2021	Riggs Printing, Inc.	(100) Veterans Q & A Outreach Flyers	\$35.00		
4/29/2021	Newton Legion Auxiliary	Meals & Serving Veterans Q & A Outreach Event 4/29/2021	\$500.00		
4/29/2021	Stellar Solutions, LLC	Advertising Veterans Q&A Outreach (Sunshine Ad)	\$75.00		
4/29/2021	Newton Legion	Hall Rental Veterans Q&A Outreach	\$250.00		
4/30/2021	Hometown Press	Flyer Inserts Veterans Q&A Outreach	\$252.60		
5/4/2021	Hawkeye Stages	Vietnam Veterans Recognition Day "Charter Bus"	\$856.00		
5/17/2021	Amazon	(6) iPad Cases & 3 Apple iPads	\$1,541.43		
5/17/2021	Amazon	(3) Apple iPads	\$1,185.00		
5/27/2021	HALO Branded Solutions, Inc.	Advertising for Veterans Outreach Events	\$1,558.14		
			\$10,000.00		
Allocation Funds Remaining				\$0.00	

**Jasper County Veterans Affairs
Donation Fund Report**

7/1/2021

Date	Contributor/Useage	Donation	Expense
Beginning Balance			\$4,302.00
7/28/2020	Iowa Interstate Railroad, LTD.	\$300.00	
8/27/2020	Creecher Feature, Inc., DBA Domino's Pizza	\$50.00	
9/4/2020	Lowe's "countertop, sink & cabinets" LM6464		\$377.92
6/11/2021	Delbert Turner	\$100.00	

\$4,374.08

Fourth Quarter 2020-2021

Description	April	May	June	Quarterly Totals
FEDERAL				
Intent to Files	<u>4</u>	<u>0</u>	<u>4</u>	8
VA Compensation/Pension Claim Submitted	<u>3</u>	<u>0</u>	<u>3</u>	6
Survivor Benefits/ Burial Benefits/ Death Pension Applications Submitted	<u>1</u>	<u>1</u>	<u>4</u>	6
Pending Claims Consulted	<u>12</u>	<u>17</u>	<u>21</u>	50
Military Records Ordered (DD214/Awards/Medical Records, etc.)	<u>2</u>	<u>1</u>	<u>0</u>	3
VA Health Care Benefits applied for	<u>1</u>	<u>3</u>	<u>1</u>	5
Other VA Forms (POA, Waivers, Statements, etc)	<u>18</u>	<u>11</u>	<u>18</u>	47
STATE				
State Assistance Applications Submitted	<u>0</u>	<u>0</u>	<u>0</u>	0
COUNTY				
Number of Veterans Assisted by Jasper County	<u>9</u>	<u>9</u>	<u>10</u>	28
Total Spent on Financial Assistance Provided	<u>\$810.31</u>	<u>\$911.64</u>	<u>\$4,450.06</u>	\$6,172.01
Unclaimed Assistance	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
Projected Total	<u>\$810.31</u>	<u>\$911.64</u>	<u>\$4,450.06</u>	\$6,172.01
Average per Veteran	<u>\$90.03</u>	<u>\$101.29</u>	<u>\$445.01</u>	\$220.43

Jasper County VA
 Jasper County RIDE Program
 VA RIDE Quarterly Data
 Apr, May, Jun 2021

	Iowa City	Des Moines	Skiff	Newton Clinic	Newton - Other	Other Area Towns	Totals
Veterans Transported (unduplicated)							10
TOTAL RIDES for Veterans	2	24	39			4	69

Donita Huegel | Jasper County
Iowa State University Extension and Outreach
 Program Coordinator
 Retired and Senior Volunteer Program

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IOWA STATE UNIVERSITY
 Extension and Outreach

EASEMENT AND AGREEMENT

WHEREAS, the Red Rock Prairie Trail is located on the former railroad right-of-way that was transferred to Jasper County, IA and relevant part is described as per the following:

A PART OF THE STREET LOT OF EAST WASHINGTON STREET BETWEEN BLOCKS 10 AND 13 AND BETWEEN BLOCK 11 AND 12, ORIGINAL PLAT TO THE CITY OF PRAIRIE CITY, JASPER COUNTY, IOWA

WHEREAS, Heartland Co-op owns property on both sides of the railroad right-of-way and has used the area for vehicular circulation when the railroad was active and after the tracks were removed; and

WHEREAS, Jasper County has acquired the former railroad right of way for conversion from rail use to trail use. As such, the corridor is "rail-banked", so the resource is not lost if a railroad needed be re-established; and

WHEREAS, both Heartland Co-op and Jasper County have safety concerns about the Red Rock Prairie Trail being placed on the former railroad right-of-way due to the traffic patterns to and from Heartland Co-op; and

WHEREAS, Heartland Co-op has agreed to grant a permanent easement and a temporary construction easement over its property to remove the Red Rock Prairie Trail from the former railroad right-of-way within Prairie City, Iowa and within Jasper County, Iowa; and

WHEREAS, Jasper County has agreed to grant an ingress/egress/circulation easement for that part of the former railroad to Heartland Co-op from Madison Street to Main Street.

WHEREAS, both parties agree the permanent easement from Heartland Co-op to Jasper County and the permanent easement from Jasper County to Heartland Co-op shall run for the same time period that the Red Rock Prairie Trail exists; and

WHEREAS, both parties agree the temporary construction easement from Heartland Co-op to Jasper County shall run as long as needed for construction and establishment of the Red Rock Prairie Trail over the permanent easement locations; and

IT IS THEREFORE AGREED, in consideration of \$1.00 and other valuable consideration as follows:

1. Heartland Co-op shall grant a permanent easement to Jasper County for the Red Rock Prairie Trail over the below described property:

The portion of the easement from South Madison Street in Prairie City, Iowa to South Monroe Street in Prairie City, Iowa per attached easement exhibit and described as follows:

A PART OF LOTS 5 -8, BLOCK 11, ORIGINAL PLAT TO THE CITY OF PRAIRIE CITY, JASPER COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE NORTH 00°33'50" EAST ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 43.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°33'50" EAST ALONG SAID WEST LINE, 20.00 FEET; THENCE NORTH 89°41'46" EAST, 47.14 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 90.00 FEET, WHOSE ARC LENGTH IS 68.08 FEET AND WHOSE CHORD BEARS NORTH 68°01'33" EAST, 66.47 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 110.00 FEET, WHOSE ARC LENGTH IS 82.17 FEET AND WHOSE CHORD BEARS NORTH 67°45'16" EAST, 80.27 FEET; THENCE NORTH 89°09'12" EAST, 67.30 FEET TO THE EAST LINE OF SAID LOT 8; THENCE SOUTH 00°08'04" WEST ALONG SAID EAST LINE, 20.00 FEET; THENCE SOUTH 89°09'12" WEST, 66.96 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 90.00 FEET, WHOSE ARC LENGTH IS 67.23 FEET AND WHOSE CHORD BEARS SOUTH 67°45'16" WEST, 65.67 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 110.00 FEET, WHOSE ARC LENGTH IS 83.21 FEET AND WHOSE CHORD BEARS SOUTH 68°01'33" WEST, 81.24 FEET; THENCE SOUTH 89°41'46" WEST, 47.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.12 ACRES (5,295 S.F.)

With said easement continuing in an Eastern direction over the Prairie City public right-of-way (across South Monroe Street) to the portion of the easement that runs from South Monroe Street to Main Street per the attached Easement Exhibit and described as follows:

A PART OF LOTS 5-8, BLOCK 10, ORIGINAL PLAT TO THE CITY OF PRAIRIE CITY, JASPER COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE NORTH 89°27'27" EAST ALONG THE NORTH LINE OF SAID LOTS 5-8, A DISTANCE OF 250.03 FEET TO THE NORTHEAST CORNER OF LOT 8; THENCE SOUTH 00°23'00" WEST ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 4.00 FEET; THENCE SOUTH 89°27'27" WEST, 213.83 FEET; THENCE SOUTH 49°56'47" WEST, 47.35 FEET TO THE WEST LINE OF SAID LOT 5; THENCE NORTH 00°08'04" EAST ALONG SAID WEST LINE, 34.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,545 S.F.).

At which point the Red Rock Prairie Trail continues over the Prairie City public right-of-way (across Main Street and along East Washington Street) until once again it becomes part of the former railroad right-of-way at the Northeastern corner of East Washington Street and South Marshall Street.

2. Heartland Co-op shall grant a temporary construction easement to Jasper County for the Red Rock Prairie Trail over the below described property:

A PART OF LOTS 5-8, BLOCK 11, ORIGINAL PLAT TO THE CITY OF PRAIRIE CITY, JASPER COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE NORTH 00°33'50" EAST ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 41.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°33'50" EAST, 2.00 FEET; THENCE NORTH 89°41'46" EAST, 47.44 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 110.00 FEET, WHOSE ARC LENGTH IS 83.21 FEET AND WHOSE CHORD BEARS NORTH 68°01'33" EAST, 81.24 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 90.00 FEET, WHOSE ARC LENGTH IS 67.23 FEET AND WHOSE CHORD BEARS NORTH 67°45'16" EAST, 65.67 FEET; THENCE NORTH 89°09'12" EAST, 66.96 FEET TO THE EAST LINE OF SAID LOT 8; THENCE SOUTH 00°08'04" WEST ALONG SAID EAST LINE, 32.39 FEET; THENCE SOUTH 89°59'45" WEST, 125.39 FEET; THENCE SOUTH 01°16'38" WEST, 25.45 FEET; THENCE SOUTH 89°41'46" WEST, 124.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.10 ACRES (4,564 S.F.).

AND

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE NORTH 00°33'50" EAST ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 63.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°33'50" EAST, 2.00 FEET; THENCE NORTH 89°41'46" EAST, 47.11 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 88.00 FEET, WHOSE ARC LENGTH IS 66.57 FEET AND WHOSE CHORD BEARS NORTH 68°01'33" EAST, 64.99 FEET; THENCE NORTH 46°21'20" EAST, 63.03 FEET TO THE NORTH LINE OF SAID LOT 7; THENCE NORTH 89°09'29" EAST ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 97.40 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 00°08'04" WEST ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 15.00 FEET; THENCE SOUTH 89°09'12" WEST, 67.30 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 110.00 FEET, WHOSE ARC LENGTH IS 82.17 FEET AND WHOSE CHORD BEARS SOUTH 67°45'16" WEST, 80.27 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 90.00 FEET, WHOSE ARC LENGTH IS 68.08 FEET AND WHOSE CHORD BEARS SOUTH 68°01'33" WEST, 66.47 FEET; THENCE SOUTH 89°41'46" WEST, 47.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,116 S.F.).

With said easement continuing in an Eastern direction over the Prairie City public right-of-way (across South Monroe Street) to the portion of the easement that runs from South Monroe Street to Main Street per the attached Easement Exhibit and described as follows:

A PART OF LOTS 5-8, BLOCK 10, ORIGINAL PLAT TO THE CITY OF PRAIRIE CITY, JASPER COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 00°08'04" WEST ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 34.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 49°56'47" EAST, 47.35 FEET; THENCE NORTH 89°27'27" EAST, 213.83 FEET TO THE EAST LINE OF SAID LOT 8; THENCE SOUTH 00°23'00" WEST ALONG SAID EAST LINE OF LOT 8, A DISTANCE OF 8.00 FEET; THENCE SOUTH 89°27'27" WEST, 210.83 FEET; THENCE SOUTH 49°56'47" WEST, 51.24 FEET TO SAID WEST LINE OF SAID LOT 5; THENCE NORTH 00°08'04" EAST ALONG SAID WEST LINE OF LOT 5, A DISTANCE OF 10.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,093 S.F.).

3. Jasper County grants to Heartland Co-op an ingress/egress/circulation easement for that part of the former railroad right-of-way from the point the Red Rock Prairie Trail departs from the old railroad right-of-way to the point the Red Rock Prairie Trail rejoins the former railroad right-of-way. More specifically per the attached Easement Exhibit and described as follows:

A PART OF THE STREET LOT OF EAST WASHINGTON STREET BETWEEN BLOCKS 10 AND 13 AND BETWEEN BLOCK 11 AND 12, ORIGINAL PLAT TO THE CITY OF PRAIRIE CITY, JASPER COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5, BLOCK 11 OF SAID ORIGINAL PLAT; THENCE NORTH 89°26'46" EAST ALONG THE SOUTH LINE OF SAID BLOCK 11, A DISTANCE OF 250.72 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 11; THENCE NORTH 89°32'38" EAST, 66.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 10; THENCE NORTH 89°36'04" EAST ALONG THE SOUTH LINE OF SAID BLOCK 10, A DISTANCE OF 249.45 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 10; THENCE SOUTH 00°23'56" EAST, 53.00 FEET TO THE NORTH LINE OF A 13.00 FOOT STRIP OF LAND NORTH OF BLOCK 13; THENCE SOUTH 89°36'04" WEST ALONG SAID 13.00 FOOT STRIP OF LAND NORTH OF BLOCK 13, A DISTANCE OF 249.94 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH MONROE STREET; THENCE SOUTH 00°08'04" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 13.00 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 13; THENCE SOUTH 89°32'32" WEST, 66.00 FEET TO THE NORTHEAST CORNER OF SAID

BLOCK 12; THENCE SOUTH 89°26'46" WEST ALONG THE NORTH LINE OF SAID BLOCK 12, A DISTANCE OF 251.22 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 12 AND THE EAST RIGHT-OF -WAY LINE OF SOUTH MADISON STREET; THENCE NORTH 00°33'50" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 66.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.78 ACRES (34,154 S.F.).

4. Both Heartland Co-op and Jasper County agree that the permanent easements shown above shall run for the same time period as the Red Rock Prairie Trail exists.
5. All the property described in this document is subject to any and all easements of record.
6. Both Heartland Co-op and Jasper County are donating these easements to bypass Heartland Co-op operations to provide as safer route for users of the Red Rock Prairie Trail and have been fully informed of their right to be paid just compensation for the easements.
7. Heartland Co-op shall be held harmless from any liability should someone be injured while riding across Heartland Co-op property while on the Red Rock Prairie Trail.

Date: July 12, 2021

Date: _____

HEARTLAND CO-OP

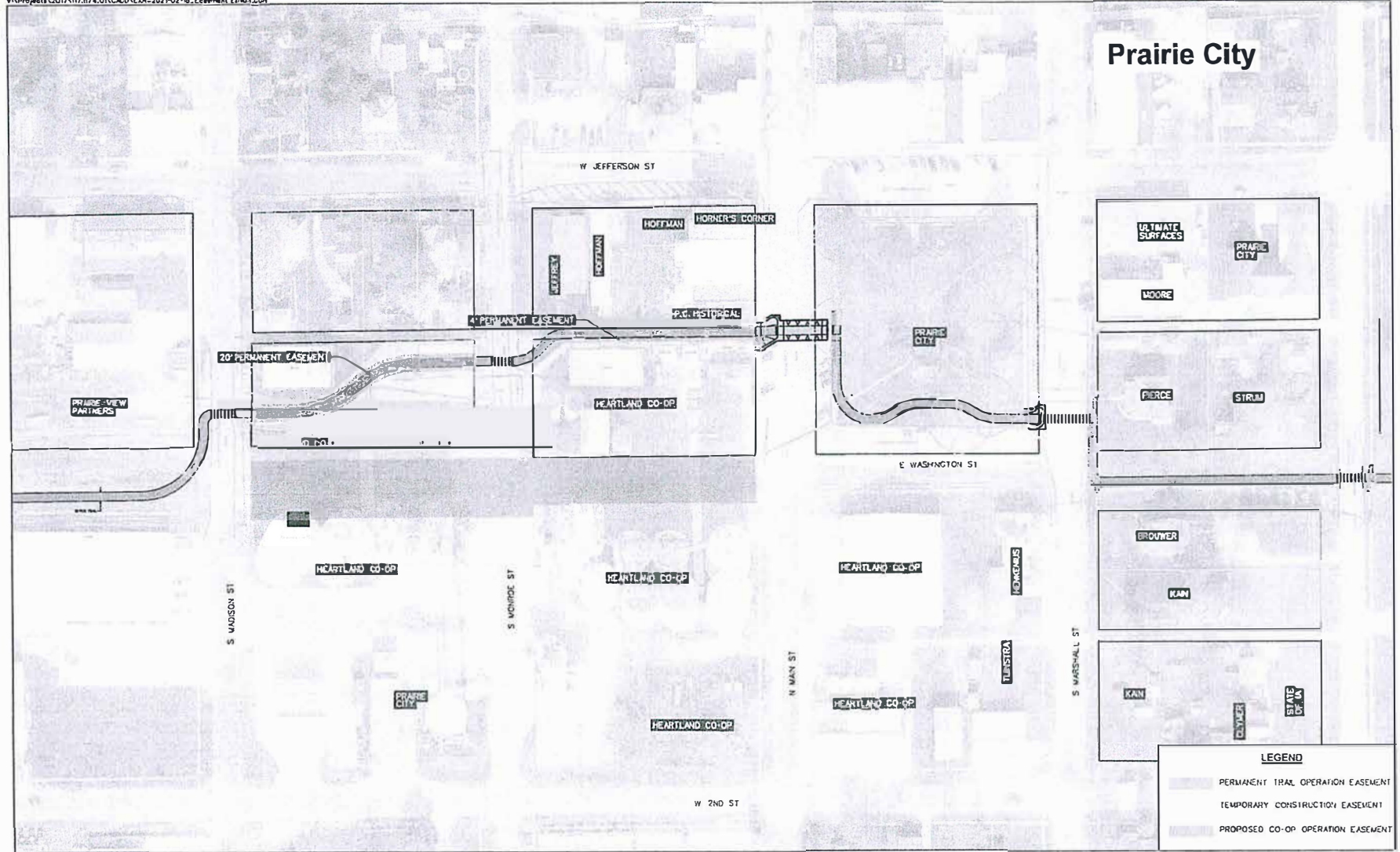
JASPER COUNTY

By: 
Terry Frahm, EVP of Administration

By: _____
Doug Cupples, Chairman

Attest:

By: _____
Dennis Parrott, Auditor



Prairie City

W JEFFERSON ST

HOFFMAN HORNERS CORNER

HOFFMAN

P.C. HOSPITAL

HEARTLAND CO-OP

PRAIRIE CITY

ULTIMATE SURFACES

PRAIRIE CITY

MOORE

PIERCE

STRUM

E WASHINGTON ST

BROWNER

KAN

S MADISON ST

HEARTLAND CO-OP

S MONROE ST

HEARTLAND CO-OP

HEARTLAND CO-OP

HEMLOCK

N MAIN ST

HEARTLAND CO-OP

TULUSTRA

S MARSHALL ST




KAN

STATE OF IOWA

HEARTLAND CO-OP

W 2ND ST

LEGEND

-  PERMANENT TRAIL OPERATION EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT
-  PROPOSED CO-OP OPERATION EASEMENT



Red Rock Prairie Trail

Jasper County, Iowa

Heartland Co-Op Easements

2/18/2021

CERTIFICATE OF APPOINTMENT OF DEPUTY OR ASSISTANT

STATE OF IOWA, JASPER COUNTY, ss.

I, John R. Halferty, Sheriff of Jasper County, Iowa, do hereby constitute and appoint Landon Moss as Deputy Sheriff for a period of 4 years, from July 17, 2021, and do hereby authorize and empower him to do and perform in my name as such Deputy Sheriff, all acts and things that may lawfully be done by him as such Deputy Sheriff.

This commission expires December 31, 2024 unless sooner revoked, or when said Deputy Sheriff ceases to perform above named duties.

Given under my hand this 9th day of July, 2021.

John R. Halferty
John R. Halferty
Sheriff of Jasper County, Iowa

STATE OF IOWA, JASPER COUNTY, ss.

I, Landon Moss, having been appointed Deputy Sheriff of Jasper County, under John R. Halferty, Sheriff of said County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of Deputy Sheriff as now or hereafter by law.

Landon Moss

Subscribed and sworn to before me, this 9th day of July, 2021.



Julie P. Dodds
Notary Public State of Iowa

Above appointment approved by the Board of Supervisors of Jasper County, this _____ day of _____, 20____ by resolution, Minute Book _____, Page_____.

Chairperson, Board of Supervisors

CERTIFICATE OF APPOINTMENT OF DEPUTY OR ASSISTANT

STATE OF IOWA, JASPER COUNTY, ss.

I, John R. Halferty, Sheriff of Jasper County, Iowa, do hereby constitute and appoint Benjamin Block as Deputy Sheriff for a period of 4 years, from July 3, 2021, and do hereby authorize and empower him to do and perform in my name as such Deputy Sheriff, all acts and things that may lawfully be done by him as such Deputy Sheriff.

This commission expires December 31, 2024 unless sooner revoked, or when said Deputy Sheriff ceases to perform above named duties.

Given under my hand this 24th day of June, 2021.

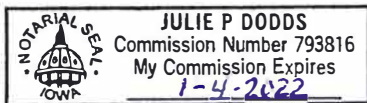
John R. Halferty
John R. Halferty
Sheriff of Jasper County, Iowa

STATE OF IOWA, JASPER COUNTY, ss.

I, Benjamin Block, having been appointed Deputy Sheriff of Jasper County, under John R. Halferty, Sheriff of said County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of Deputy Sheriff as now or hereafter by law.

Benjamin Block

Subscribed and sworn to before me, this 24th day of June, 2021.



Julie P. Dodds

Notary Public State of Iowa

Above appointment approved by the Board of Supervisors of Jasper County, this _____ day of _____, 20____ by resolution, Minute Book _____, Page _____.

Chairperson, Board of Supervisors

**AGREEMENT BETWEEN JASPER COUNTY, IOWA AND
THE COLFAX COMMUNITY SENIOR CITIZENS CENTER, COLFAX, IOWA**

SUBJECT OF AGREEMENT: Use of facilities of the Colfax Community Senior Citizens Center for Title III C Elderly Nutrition Program.

Agreement is made this _____ day of _____ 2021 by and between Jasper County, Iowa, having its office at the Courthouse in Newton, herein, after designated as the "Project" and the Colfax Community Senior Citizens Center of Colfax, Iowa, herein after- designated as the "Company".

In consideration of the mutual promises and covenants contained herein, the Company and Project agree as follows:

A. 1. The Company agrees that it will make available to the Project, the use of the dining room facilities at the Colfax Community Senior Citizens Center. This includes tables, chairs, and other equipment necessary to serve an average of fifty (50) to one hundred (100) persons at about noon each day, five (5) days per week, except for agreed holidays, and that the Company will provide utilities necessary to service that part of the building.

2. The Company agrees to allow the Project Director, the Project Nutritionist and any other duly qualified representatives of the Project to perform their duties as necessary to insure the successful operation of the Project.

3. The Project, on a monthly basis will pay the Company \$200 as rent for use of the facility.

4. The Company will provide trashcans or other suitable containers outside of the Colfax Senior Citizens Center in a place, which is in harmony with the laws and ordinances of the State of Iowa and will arrange for the regular and orderly removal of trash from such containers.

5. The Company will maintain the building; its fixtures and furnishings in a state of cleanliness, and repair, which permits the safe and sanitary operation of the program. In particular, the Company will :

- a. Comply with local sanitation and fire codes and ordinances.
- b. Employ a professional pest control service on a regular basis.
- c. Provide weekly janitorial service. _____

6. The Company will provide utilities including, water, sewer, electricity, and natural gas for the use of the program.

B. 1. The Project will serve meals at the site provided by the Company, five (5) days each week, Monday through Friday, excluding those holidays during which no Project meals are served at any other location pursuant to general employment policies of Jasper County, Iowa and/or pursuant to union contract involving Project employees.

2. The Project will hire employees and other staff as deemed necessary to implement the Program, who shall be employees of Jasper County.

3. The Project will place all disposable trash and other solid waste in plastic bags and into containers

provided by the Company.

This Agreement constitutes the entire Agreement between the Company and the Project with respect to the subject matter hereof and thereto. No variation or modification of the Agreement and no waiver of its provision shall be valid unless in writing and signed by the duly authorized officers of the Project and Company. No assignment or transfer of this Agreement may be made in whole or part, without the written consent of the Project first being obtained.

The Company shall indemnify, save and hold harmless the Project and all its agencies and employees of and from any and all claims, demands, actions, or causes of action of whatever nature or character arising out of or by reason of personal property damage, bodily injury or any other suit brought by any participants or other persons due to accident or injury against the Project, its employees or assigns.

This Agreement shall be effective as of August 2, 2021, and shall be in force commencing on the effective date and ending June 30, 2022 and during which such additional period or periods as the parties hereto agree upon. However, both parties to this Agreement may at any time during the life of this Agreement or any extension there of terminate this Agreement by giving the other party thirty (30) days written notice of its intention to do so.

In connection with the carrying out of this Agreement, all parties shall comply with Title VII of the Civil Rights Act (78 stat. 214) and amendments and regulations issued pursuant thereto.

No person shall, on grounds of race, creed, color or national origin be excluded from participation in, be refused benefits of, or be otherwise subjected to discrimination, under agency grants awarded pursuant to Title III Planning Grant 85 or the Iowa Commission on the Aging Resources of Central Iowa or any project or program supported by such grants. Sub- contractors must comply with the provisions and requirements of Title VII of the Civil Rights Act 1964 and regulations issued by the Department of Health, Education and Welfare thereunder as a condition of the award of Federal Funds and continued grant support.

IN WITNESS WHEREOF, the parties have thereto caused this Agreement to be signed by their duly authorized officers the day and year first above written.

Colfax Community Senior Citizens Center
1 E. Howard & Walnut
Colfax, Iowa 50054

JASPER COUNTY, IOWA
Courthouse, 101 First Street North
Newton, Iowa 50208

Chairperson,

Doug Cupples, Chairperson

Attest: _____
Dennis K. Parrott, Auditor

**AGREEMENT BETWEEN JASPER COUNTY, IOWA AND
THE CITY OF MONROE, MONROE, IOWA**

SUBJECT OF AGREEMENT: Use of facilities of the Monroe City Hall for Title III C Elderly Nutrition Program.

Agreement is made this _____ day of _____ 2021 by and between Jasper County, Iowa, having its office at the Courthouse in Newton, herein, after designated as the "Project" and the City of Monroe, Monroe Iowa, herein after- designated as the "Company".

In consideration of the mutual promises and covenants contained herein, the Company and Project agree as follows:

A. 1. The Company agrees that it will make available to the Project, the use of the dining room facilities at the Monroe City Hall. This includes tables, chairs, and other equipment necessary to serve an average of twenty (20) persons at about noon each day, five (5) days per week, except for agreed holidays, and that the Company will provide utilities necessary to service that part of the building.

2. The Company agrees to allow the Project Director, the Project Nutritionist and any other duly qualified representatives of the Project to perform their duties as necessary to insure the successful operation of the Project.

3. The Project, on a monthly basis will pay the Company \$200 as rent for use of the facility.

4. The Company will provide trashcans or other suitable containers outside of the Monroe City Hall in a place, which is in harmony with the laws and ordinances of the State of Iowa and will arrange for the regular and orderly removal of trash from such containers.

5. The Company will maintain the building; its fixtures and furnishings in a state of cleanliness, and repair, which permits the safe and sanitary operation of the program. In particular, the Company will:

- a. Comply with local sanitation and fire codes and ordinances.
- b. Employ a professional pest control service on a regular basis.
- c. Provide weekly janitorial service.

6. The Company will provide utilities including, water, sewer, electricity, and natural gas for the use of the program.

B. 1. The Project will serve meals at the site provided by the Company, five (5) days each week, Monday through Friday, excluding those holidays during which no Project meals are served at any other location pursuant to general employment policies of Jasper County, Iowa and/or pursuant to union contract involving Project employees.

2. The Project will hire employees and other staff as deemed necessary to implement the Program, who shall be employees of Jasper County.

3. The Project will place all disposable trash and other solid waste in plastic bags and into containers provided by the Company.

This Agreement constitutes the entire Agreement between the Company and the Project with respect to

the subject matter hereof and thereto. No variation or modification of the Agreement and no waiver of its provision shall be valid unless in writing and signed by the duly authorized officers of the Project and Company. No assignment or transfer of this Agreement may be made in whole or part, without the written consent of the Project first being obtained.

The Company shall indemnify, save and hold harmless the Project and all its agencies and employees of and from any and all claims, demands, actions, or causes of action of whatever nature or character arising out of or by reason of personal property damage, bodily injury or any other suit brought by any participants or other persons due to accident or injury against the Project, its employees or assigns.

This Agreement shall be effective as of August 2, 2021, and shall be in force commencing on the effective date and ending June 30, 2022 and during which such additional period or periods as the parties hereto agree upon. However, both parties to this Agreement may at any time during the life of this Agreement or any extension there of terminate this Agreement by giving the other party thirty (30) days written notice of its intention to do so.

In connection with the carrying out of this Agreement, all parties shall comply with Title VII of the Civil Rights Act (78 stat. 214) and amendments and regulations issued pursuant thereto.

No person shall, on grounds of race, creed, color or national origin be excluded from participation in, be refused benefits of, or be otherwise subjected to discrimination, under agency grants awarded pursuant to Title III Planning Grant 85 or the Iowa Commission on the Aging Resources of Central Iowa or any project or program supported by such grants. Sub- contractors must comply with the provisions and requirements of Title VII of the Civil Rights Act 1964 and regulations issued by the Department of Health, Education and Welfare thereunder as a condition of the award of Federal Funds and continued grant support.

IN WITNESS WHEREOF, the parties have thereto caused this Agreement to be signed by their duly authorized officers the day and year first above written.

City of Monroe
206 W Sherman
Box 370
Monroe, Iowa 50170

JASPER COUNTY, IOWA
Courthouse, 101 First Street North
Newton, Iowa 50208

Chairperson

Doug Cupples, Chairperson

Attest: _____
Dennis K. Parrott, Auditor

July 13, 2021

Tuesday, July 13, 2021, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma, Carpenter, and Cupples present and accounted for; Chairman Cupples presiding.

Motion by Talsma and seconded by Carpenter to adopt Resolution 21-58 to create the full-time position of Social Media/Communications Specialist.

YEA: CARPENTER, TALSMA, CUPPLES

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

Michael Brown spoke to the Board about the lack of attention that 19th Ave has received. The Supervisors responded by saying that a new County Engineer would be starting soon, and he and the Board would come out and assess the situation.

A discussion was held on the merits of the resolution to declare Jasper County a Second Amendment Sanctuary. The following people spoke: FOR - Dan Thompson, Theresa Dunnington-Meeker, Brian Meeker, Mike Cope, Jon Dunwell, Randy Danley, AGAINST - Max Tipton, Nancy Parrott, Linda Wormley, Phil Ebert, Lori Eisbrener, Scott DeVries had a problem with the wording, Steve Zimmerman wondered if the sheriff had the resources, Larry Pauley asked for clarification that this was only in the rural part of the County, not in the cities, Cupples confirmed it was only in unincorporated areas.

Motion by Talsma and seconded by Cupples to adopt Resolution 21-59 Declaring Jasper County to Be a Second Amendment Sanctuary County.

YEA: TALSMA, CUPPLES, CARPENTER

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

Motion by Talsma and seconded by Carpenter to approve Board of Supervisors Minutes for 07/06/2021.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Carpenter and seconded by Talsma to adjourn the Tuesday, July 13, 2021, meeting of the Jasper County Board of Supervisors.

YEA: TALSMA, CARPENTER, CUPPLES

Dennis K. Parrott, Auditor

Doug Cupples, Chairman