

Jasper County, Iowa Board of Supervisors

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

Denny Stevenson

Doug Cupples

Brandon Talsma

October 3, 2023

9:30 a.m.

www.jasperia.org

Live Stream: <https://zoom.us/j/8123744948>

Meeting ID: 812 374 4948

Dial In: +1-646-931-3860

-Anyone that has an item on the agenda must appear in person for the Board to consider it.-

Pledge of Allegiance



- Item 1 Public Hearing – Community Development – Kevin Luettters**
a) 3rd Reading of Anita Norian Requesting a Rezone for Parcel #06.07.400.006 from Agricultural “A” to Rural Residential “RR-1”
- Item 2 Community Development – Kevin Luettters**
a) Set Public Hearing Dates for Rezone Request from Agricultural “A” to Rural Residential “RR-1”
(Recommended Dates & Time, October 17th, October 24th, and November 7th, 2023, at 9:30 am in the Board of Supervisors Room)
- Item 3 Human Resources – Dennis Simon**
a) Hiring Resolution for Auditor’s Office, Auditor’s Clerk for Real Estate – Mackenzie Moss and the Auditor’s Office, Auditor’s Clerk for Payroll – Lori Nore
b) Hiring Resolution for Elderly Nutrition, Substitute Delivery Driver – Barbara Swihart
- Item 4 Recorder – Denise Allan**
a) Computer System & Software License Sales Agreement with Fidlar Technologies
b) Bastion Service License Agreement with Fidlar Technologies
- Item 5 Veteran Affairs – Jerry Nelson**
a) NACO’s Operation Green Light for Veterans 2023
- Item 6 Approval of Board of Supervisors Minutes for September 26, 2023**

PUBLIC INPUT & COMMENTS

**After Regular Meeting:
Work Session**

JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

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

R-2023-007


Anita Norian requests that the following described parcel be rezoned from Agricultural "A" to Rural Residential "RR-1" to comply with Jasper County Ordinance #04E.

PARCEL #0607400006

Signed  _____

Date 8/7/2023


Jasper County Zoning Commission recommends that this rezoning request **be/not be** granted.
___Aye 5 Nay



Chairperson Jasper County Zoning Commission

State of Iowa, Jasper County

On this 30 day of August, before me Brett Jennings, a Notary Public in and for the State of Iowa, appeared Ross Baxter to me personally known to be the chairperson of the Jasper County Zoning Commission and that said Rezoning Request was signed by him/her on behalf of said Jasper County Zoning Commission. Witness my hand and Notary Seal the day and year above written.



- Notary in and for the State of Iowa



Shelby Hobbs

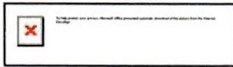
From: Jay Cowan <jay@dsmproperty.net>
Sent: Tuesday, August 8, 2023 8:51 AM
To: Shelby Hobbs; Brett Jennings
Subject: Fwd: Complete with DocuSign: Rezone Request Application - Jasper County.pdf

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From: Kristin Callahan via DocuSign <dse_NA3@docusign.net>
Date: Fri, Aug 4, 2023 at 3:10 PM
Subject: Complete with DocuSign: Rezone Request Application - Jasper County.pdf
To: Jay Cowan <jay@dsmproperty.net>



Kristin Callahan sent you a copy.

REVIEW DOCUMENT

Kristin Callahan
kristin@platinumdeve.com

Jay Cowan,

Please DocuSign Rezone Request Application - Jasper County.pdf

Thank You, Kristin Callahan

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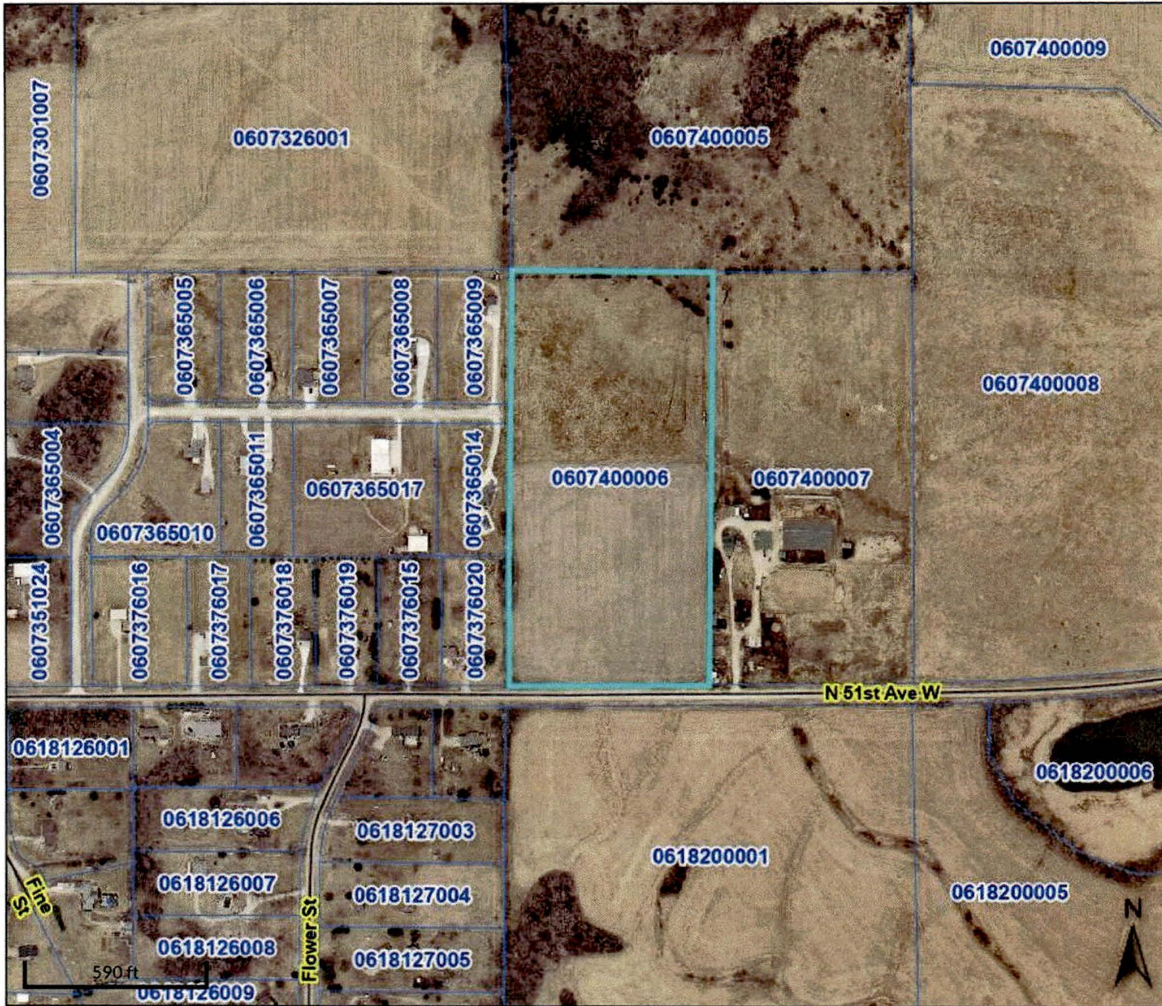
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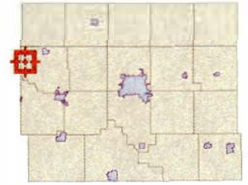


Jasper County, IA

Rezone *Aug 30th



Overview



Legend

- Parcels
 - Parcel
 - BLL
 - Corporate Limits
 - Political Townships
- Roads
 - Local
 - Primary Highway
 - Secondary Highway
 - Other

Parcel ID	0607400006	Alternate ID	016550	Owner Address	NORIAN, ANITA K TRUST
Sec/Twp/Rng	7-80-21	Class	A		816 VIRGINIA GARDEN DR
Property Address		Acreege	19.29		BOYNTON BEACH, FL 33435-6406
District	PWCME				
Brief Tax Description	SECTION:7 TOWNSHIP:80 RANGE:21 PARCEL A OF SW SE				
	(Note: Not to be used on legal documents)				

Jasper County Data Disclaimer

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Jasper County, Iowa

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

LAND EVALUATION WORKSHEET #1

Name Parcel # 0607400006

CSR	LESA POINTS FOR EACH CSR	X	NUMBER OF ACRES FOR EACH CSR	=	WEIGHTED VALUE
90-100	100				
80-89	90		10.11		909.9
70-79	80				
60-69	70				
50-59	60				
40-49	50		8.15		407.5
30-39	40				
20-29	30				
0-19	10		1.03		10.3
TOTAL ACRES IN PARCEL			19.29		
TOTAL WEIGHTED VALUE					1327.7
DIVIDED BY TOTAL NUMBER OF ACRES					19.29
EQUALS THE AVERAGE POINT VALUE FOR PARCEL*					68.83

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

Jasper County, Iowa
Land Evaluation and Site Analysis
Summary Worksheet

Owner	Anita K Norian Trust
Legal Description	
Location	Parcel # 0607400006
Acres in Parcel	19.29
Date of Evaluation	8/16/2023
Evaluated By	Brett Jennings

	POINTS	X WEIGHT FACTOR	SUB TOTAL
PART ONE (LAND EVALUATION)			
1. Average Site Value	68.83	1	68.83
PART TWO (SITE ASSESSMENT)			
1. Viability of Site for Agricultural Use	6	3	18
2. Adjacent Zoning/Use	7	2	14
3. Distance to State Regulated Livestock Production Facility	0	2	0
4. Distance from Access to Paved Road	0	1	0
5. Distance to Incorporated City Boundry	18	1	18
6. Distance to Municipal(Common) Water System	3	1	3
7. Distance to Municipal(Common) Sewer System	30	1	30
TOTAL LESA SCORE			151.83

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

L and E valuation and S ite A nalysis

SITE ANALYSIS - WORKSHEET #1

NAME Parcel # 0607400006

VIABILITY OF SITE FOR AGRICULTURAL USE

Check each item that applies

PARCEL SIZE AND CONFIGURATION	Pts	X	Number of Acres	=	Weighted Value
< 5 acres Irregular	0				
< 5 acres Regular/Unbroken	1				
> 5 but < 10 acres Irregular	2				
≥ 5 but < 10 acres Regular/Unbroken	3				
≥ 10 but < 20 acres Irregular	5				
≥ 10 but < 20 acres Regular/Unbroken	6		19.29		115.74
≥ 20 but < 35 acres Irregular	7				
> 20 but < 35 acres Regular/Unbroken	8				
>35 acres Irregular	9				
>35 acres Regular/Unbroken	10				
TOTAL ACRES			19.29		
TOTAL WEIGHTED VALUE					115.76
DIVIDED BY THE TOTAL NUMBER OF ACRES					19.29
EQUALS THE AVERAGE WEIGHTED VALUE FOR PARCEL					6

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

SITE ANALYSIS - WORKSHEET #2

NAME _____

ZONING/USE ADJACENT TO SITE

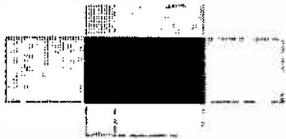
BEGIN WITH 10 POINTS, DEDUCT POINTS ACCORDING TO THE FOLLOWING SCHEDULE:



MAXIMUM POINTS 10

Deduct 1 point for each diagonally adjacent property used similarly to requested use

1



Deduct 2 point for each laterally adjacent property used similarly to the requested use.

1



Deduct between 1 to 2 points for each partial laterally adjacent property used similarly to the requested use.

1

TOTAL DEDUCTIONS 3

TOTAL LESA POINTS 7

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

Jasper County, Iowa

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

SITE ANALYSIS - WORKSHEET #3

NAME Parcel # 0607400006

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

Total Points 0

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

Jasper County, Iowa

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

SITE ANALYSIS - WORKSHEET #4

NAME Parcel # 0607400006

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

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

Jasper County, Iowa

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

SITE ANALYSIS - WORKSHEET #5

NAME Parcel # 0607400006

Distance to Incorporated City Boundry	PTS	X	D.U.P.A. ¹ Factor	=	Total Points
> 2 miles	10				
> 1-3/4 mi. but ≤ 2mi.	9				
> 1-1/2mi. but ≤ 1-3/4mi.	8				
> 1-1/4 mi. but ≤ 1-1/2 mi.	7				
> 1 mi. but ≤ 1-1/4 mi.	6		3		18
> 3/4 mi. but ≤ 1 mi.	4				
> 1/2 mi. but ≤ 3/4 mi.	3				
> 1/4 mi. but ≤ 1/2 mi.	1				
Adjacent to Less than 1/4mi.	0				
Applicable Points					18

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

Jasper County, Iowa

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

SITE ANALYSIS - WORKSHEET #6

NAME Parcel # 0607400006

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

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

Jasper County, Iowa

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

SITE ANALYSIS - WORKSHEET #7

NAME Parcel # 0607400006

Distance to Municipal or Common Sewer System	Pts	X	D.U.P.A. ¹ Factor	=	Total Points
> 1,320'	10		3		30
> 990' but ≤ 1,320'	9				
> 600' but ≤ 990'	8				
> 500' but ≤ 660'	7				
> 400' but ≤ 500'	6				
> 300' but ≤ 400'	4				
> 200' but ≤ 300'	3				
> 100' but ≤ 200'	2				
Less than 100'	1				
Adjacent to Site	0				
APPLICABLE POINTS					30

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

JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

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

Rezone Request

Case File: R-2023-008

Date: 09/28/2023

Set public hearing dates for the rezone of the parcel below from Agricultural (A) to Rural Residential (RR-1).

PARCEL # 01.11.400.015

Parcel "G" lying within the Southwest Quarter of the Southeast Quarter of Section Eleven, Township Eighty-one North, Range Twenty-one West of the Fifth P.M., Jasper County, Iowa, as appears in Plat of Survey recorded in 2017-00004408, in the Office of the Recorder of said County.

Suggested Dates: 10/17/2023, 10/24/2023, 11/07/2023



Kevin Luetters

Jasper County Community Development

COMPUTER SYSTEM AND SOFTWARE LICENSE SALES AGREEMENT

(Ver. 3.1.9)

This Agreement is made this _____ day of _____, 2023, by and between FIDLAR TECHNOLOGIES, (FIDLAR) and JASPER COUNTY, IA (the "CLIENT").

RECITALS

- A. FIDLAR designs, develops and licenses its own computer software programs, all of which are hereinafter referred to as "software."
- B. CLIENT desires to purchase from FIDLAR licensed computer software for the purpose of indexing and imaging documents electronically.

TERMS OF AGREEMENT

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

ARTICLE I - GENERAL TERMS

- 1.1 **COMPUTER SYSTEM:** CLIENT agrees to buy from FIDLAR, and FIDLAR agrees to sell to CLIENT, the licensed program(s) described in SCHEDULE A, at the price quoted and subject to the terms of this Agreement. Article II describes the terms of this Agreement as it relates to the software.
- 1.2 **ACCEPTANCE BY CLIENT:** CLIENT agrees to accept the software at the conclusion of installation and testing of the software referenced in SCHEDULE A and completion of the training period, provided the software performs as presented to JASPER COUNTY, IA. If CLIENT notifies FIDLAR of a material problem with the software within 30 days of installation and testing, FIDLAR will use its best efforts to correct such problems; otherwise, CLIENT will be conclusively presumed to have accepted the software upon completion of installation and testing.
- 1.3 **DELIVERY:** FIDLAR will deliver the Computer System to CLIENT at CLIENT'S facility located at:

Denise Allan
Jasper County, IA Recorder
101 1st St N; Room 102
Newton, IA 50208

ARTICLE II - SOFTWARE LICENSE

- 2.1 **PROPERTY RIGHTS:** CLIENT agrees that all program specifications, systems, design, applications, routines, subroutines, techniques, ideas and/or formula utilized or developed or provided by FIDLAR in connection with CLIENT's implementation of the software are and shall remain the sole property of FIDLAR.
- 2.2 **LICENSE:** FIDLAR hereby grants CLIENT the rights to a nonexclusive and nontransferable license for the possession and use of all software (Licensed Software) pursuant to the Agreement described in SCHEDULE A.
- b. CLIENT agrees not to copy the software covered by this Agreement in any manner, except in normal backup procedures, without the express written consent of FIDLAR.
 - B. The use of any portion of the software for any purpose shall be for CLIENT use only and shall remain subject to all terms and conditions of this Agreement. In the event this license is terminated, the software will be completely removed from all CLIENT systems.
 - C. CLIENT is exclusively responsible for the supervision, management, and control of its use of the Software. Except as provided otherwise in this Agreement, CLIENT agrees: (a) To not reveal any information contained in the Software, or any part thereof, or any copies thereof, in any form, to any third party except pursuant to a court order; (b) To take all reasonable precautions to hold in confidence the design and documentation of the Software; (c) To not encumber, assign, sublicense, or otherwise transfer same, by operation of law or otherwise, in whole or in part, directly or indirectly, to not exhibit, donate, barter, loan, or otherwise communicate said Software, to any other firm or person without the express written consent of FIDLAR; and (d) to take all reasonable action by instruction, agreement, or otherwise with its employees or other persons permitted access to the Software to satisfy its obligations under this Agreement with respect to use, protection and security of the Licensed Software.
- 2.3 **PROTECTION OF LICENSE:** FIDLAR and CLIENT agree to aid and assist one another in the protection of the trade secrets of the Software covered by this license.
- 2.4 **TRANSFER:** CLIENT agrees that it will not sell, give, encumber in any manner, or otherwise transfer to any other company, firm, person, corporation, or entity any of its rights in any Software, whether or not later modified by either party, developed pursuant of this Agreement, without the express written consent of FIDLAR.
- 2.5 **WARRANTY AS TO SOFTWARE PRODUCTS:** The following warranties are in lieu of all warranties, express, implied, or statutory, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose and of any other warranty obligation on the part of FIDLAR. There are no warranties that extend beyond the description on the face hereof.

- A. FIDLAR warrants that the software is properly licensed and that FIDLAR otherwise has the right to distribute the software in accordance with this Agreement.
 - B. FIDLAR further warrants that the media in which the software product is delivered to CLIENT is undamaged and free from mechanical defects.
- 2.6 SOFTWARE MAINTENANCE: The description of FIDLAR'S LifeCycle software maintenance service and support is attached as SCHEDULE A. LifeCycle software maintenance service is included at no additional cost as part of the LifeCycle payment.
- 2.7 TERM AND TERMINATION: The license granted under this agreement, with regard to the Software, may be terminated by FIDLAR for material failure of CLIENT to comply with terms and conditions of this Agreement. Within thirty (30) days after CLIENT has discontinued the use of any License program, or within ten (10) days after FIDLAR has terminated any license, CLIENT will certify in writing to FIDLAR that through its best efforts and to the best of its knowledge, the original and all copies in whole or in part of the discontinued or terminated License program(s) have been destroyed, except that, upon prior written authorization from FIDLAR, CLIENT may retain a copy for archive purpose only.

ARTICLE III

- 3.1 DEFINITIONS: The terms defined in this Section shall, for all purposes of this Agreement, have the meaning specified.
- A. **Computer System:** A combination of computer hardware and computer software organized to accomplish a set of specific functions.
 - B. **Program or Computer Program:** A schedule or plan that specifies actions that may or may not be taken, expressed in a form suitable for execution by a computer.
 - C. **Software or Computer Software:** Computer programs, procedures, rules and associated documentation concerned with the operation of a data processing computer system. As used in this Agreement, these terms include all software products sold or licensed by FIDLAR.
 - D. **Licensed Program:** Each program in computer readable form furnished by FIDLAR to CLIENT, including related supporting materials such as instruction manuals.
 - E. **Designated Equipment:** Computer Equipment designated by a manufacturer's Sales Order Serial Number.
 - F. **Use:** The copying or duplication of any portion of any Licensed Program using any Licensed Program in the course of the operation of any computer hardware, or in support of any computer hardware program.

- G. **Computer Hardware:** Physical equipment used in data processing, as opposed to computer programs, procedures, rules and associated documentation.
 - H. **Hardware Maintenance:** Any activity, such as tests, measurements, replacements, adjustments, and repairs, intended to eliminate faults or keep computer hardware functional at a certain level.
 - b. **Data:** A representation of facts, concepts, or instructions in a formalized manner suitable for communication, interpretation, or processing by humans or automatic means.
 - J. **Backup:** To copy files to a second medium (typically a tape) as a precaution in case the first medium fails. The data (and/or images) can then be retrieved (from the point the last backup finished) and restored to your system in the event any existing data (or images) is lost, destroyed or corrupted.
- 3.2 **CONFIDENTIAL INFORMATION:** FIDLAR and CLIENT agree that information designated in writing as proprietary by one party shall be held in confidence by the other party. Since unauthorized use or transfer of the Software or any information contained therein will diminish substantially the value to FIDLAR of the trade secrets and proprietary properties of the Software, if CLIENT breaches any of its obligations with respect to limited use or nondisclosure of the Software, or if such breach is likely to occur, FIDLAR shall be entitled to equitable relief, including orders for specific performance and injunctions. The rights and remedies of FIDLAR set forth in this Agreement are not exclusive and are in addition to any other rights or remedies provided by law or this Agreement, but are subject to the requirements imposed upon CLIENT by virtue of any and all public disclosure laws.
- 3.3 **EXCLUSIVE REMEDY:** CLIENT's exclusive remedy against FIDLAR for any breach of warranty under this Agreement is limited to repair, replacement or refund with respect to the item in question, at FIDLAR's option and subject to applicable law. CLIENT will only be entitled to the direct damages that CLIENT actually incurs in reasonable reliance, up to the amount of a refund of the price (plus sales tax) that CLIENT paid for the item. CLIENT will not be entitled to any incidental, consequential or other damages, including but not limited to damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy for failure to meet any duty including of good faith or of reasonable care, for negligence or negligent misrepresentation, and for any other pecuniary or other loss whatsoever, even in the event of the fault of FIDLAR (or any supplier), of tort (including negligence), strict or product liability, breach of contract or breach of warranty, and even if FIDLAR or any supplier has been advised of the possibility of such damages. These limitations and exclusions regarding damages will apply even if any remedy fails.
- 3.4 **WAIVER:** Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that, or any other provision.

- 3.5 **NOTICES:** Any notices or demands required to be given herein shall be given to the parties in writing, and by mailing to the address hereinafter set forth, or to such other addresses as the parties may hereinafter substitute by written notice given in the manner prescribed in this Section.
- a. Notice to FIDLAR: Fidlar Technologies
 350 Research Parkway
 Davenport, IA 52806
 Attn: Alex Rikken, President
- b. Notice to CLIENT: Denise Allan
 JASPER County, IA Recorder
 101 1st St N
 Newton, IA 50208
- 3.6 **ENTIRE AGREEMENT:** It is expressly agreed that this Agreement embodies the entire contractual agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this Agreement cannot be modified except by written agreement of all parties hereto.
- 3.7 **GOVERNING LAW:** The parties agree that this Agreement shall be governed by the laws of the State of Michigan.
- 3.8 **BINDING EFFECT:** This Agreement shall ensure to the benefit of and bind the parties hereto, their successors and assigns.
- 3.9 **AUTHORITY:** FIDLAR and CLIENT each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- 3.10 **SECTION HEADINGS:** All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.
- 3.11 **DEFERRED PAYMENT:** To the extent that this Agreement includes deferred payments, such payments will include an imputed interest factor based on a current market rate. Deferred payments are defined as payments which extend beyond completion of the project installation and acceptance. Deferred payments are exempt from interest under the Installment Payment Agreement attached hereto and made a part hereof, except as may be provided for late charges as described in Section I of the Installment Payment Agreement.

This Agreement has been executed by the parties as of the aforementioned date.

ACCEPTED:

JASPER County, IA

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest:

Jenna Jennings, Jasper County
Auditor

Date: _____

SCHEDULE A

Land Records System LifeCycle Program

Payment Amount and Schedule

LifeCycle Contract	YEAR 1	YEAR 2	YEAR 3
Annual LifeCycle Maintenance/Support (AVID)	\$ 17,500.00	\$ 17,500.00	\$ 17,500.00
AVID Land Records Management Software	Included	Included	Included
AVID iNSPECT (OCR Technology)	Included	Included	Included
eRecording Capability	Included	Included	Included
Redaction Capability	Included	Included	Included
Swift	Included	Included	Included
Future LifeCycle Modules	Included	Included	Included
Annual Software Support & Maintenance	Included	Included	Included
Remote Access Software			
Laredo, Tapestry, AVA	Included	Included	Included
Community Outreach Products			
Property Fraud Alert	Included	Included	Included
Honor Rewards	Included	Included	Included
One-Time Services Charge – AVID	\$ 29,500.00	N/A	N/A
Project Management	Included	Included	Included
Workflow Analysis	Included	Included	Included
Installation/Configuration	Included	Included	Included
Data Conversion	Included	Included	Included
Comprehensive Training	Included	Included	Included
Bastion	*\$ 10,200.00	\$ 10,200.00	\$ 10,200.00
Recommended Hardware	Not Included	Not Included	Not Included
Total Investment	\$ 57,200.00	\$ 27,700.00	\$ 27,700.00

* Bastion pricing assumes that your total repository (size of DBs and Images) is between 201 Gb and 250 Gb. Review the Bastion agreement for full pricing details.

PAYMENT MILESTONES AND DATES:

25% of the Installation / Configuration charges will be invoiced upon contract signing.

**All remaining payments after the initial 25% cannot occur prior to 7/1/2024

25% of the Installation / Configuration charges will be invoiced upon first onsite visit

50% of the Intallation / Configuration charges invoiced upon Live Date.

100% of first year LifeCycle fees invoiced upon Live Date.

Annual LifeCycle fees billed upon contract anniversary date.

FIDLAR TECHNOLOGIES LIFECYCLE SERVICE AND MAINTENANCE INCLUDES:

- ◆ The use of our AVID software product during the life of this contract
- ◆ The use of any future software product Fidar may develop to replace AVID for the purpose of recording land records documents
- ◆ Project management, installation, conversion (excluding any needed or requested data clean-up), and training needed for the initial installation of any future Fidar Technologies product developed to replace AVID for the purpose of recording land records documents
- ◆ The use of new add-on modules Fidar may develop and offer to the market for the purpose of recording land records documents
- ◆ Software Maintenance to the currently licensed Fidar developed Software Products
- ◆ Furnishing telephone support relative to the currently licensed Fidar developed Software Products, either in their original or maintained form
- ◆ Providing legislative updates to the Fidar developed Software Products as required by the State, except those updates that require fundamental modifications to the core design of the product
- ◆ Providing product enhancements on an ongoing basis, the frequency based on the age of the product and market requirements

FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE DOES NOT INCLUDE:

- ◆ The 3rd party software and hardware necessary to operate AVID, any related modules, or any future Fidar developed product for the purpose of recording land records documents
- ◆ The installation, maintenance, or support of 3rd party software and hardware now or in the future
- ◆ Any current or future Fidar developed software product or service not designed or offered to the market for the purpose of recording land records documents
- ◆ Any form of ownership or perpetual license to Fidar developed software products
- ◆ Any product, service, or responsibility, now or in the future, for the backing up, recovery, or disaster recovery of information
- ◆ Any custom development for special requests from the Client
- ◆ Any needed or requested training except as stated in the above section
- ◆ Use of Fidar developed remote access products except as outlined in Schedule D of this contract
- ◆ Enhancements or modifications to software programs at user's request; such work would be considered a billable extra
- ◆ Support to new or existing Fidar Technologies Products not covered by this contract
- ◆ Operating System versions or their support or installation

- ◆ Database Management System versions or their support or installation
- ◆ Diagnosis or correction of problems caused by operator negligence
- ◆ Diagnosis or correction of problems caused by hardware, data media, or 3rd party software or other systems not covered by this Agreement
- ◆ Diagnosis or correction of problems caused by some naturally occurring event such as storm, flood, etc.
- ◆ Conversion costs for changes to database structure, if needed

EFFECTIVE DATE:

LifeCycle maintenance coverage is effective from the date of contract signing through the term of the contract.

BASIC MATERIALS:

Software Maintenance to the Software Products licenses granted under this Agreement will govern any basic materials, in machine readable or printed form, provided to the Client by Fidler. The Client is granted the right to locally reproduce additional copies of printed licensed material exclusively for his own use. All licensed material so locally reproduced shall be considered to be the same as the originally delivered material for all purposes under this Agreement.

PROTECTION AND SECURITY:

The Client agrees to not disclose the content of the Software Products materials to any person except those who need to know for purposes of operating the system for the Client. The Client further agrees to protect the secrecy of the content of the Software Products materials by using procedures at least as stringent as those used to protect his own proprietary or confidential information and materials. The Client specifically acknowledges that he has no right of ownership of the Software Products, and that he possesses the license to use said Software Products according to the provisions of this Agreement.

ON-SITE SUPPORT:

If on-site Software Maintenance to the Software Products is required, the Client will be charged for the time and materials at the then current rate.

TAXES:

Charges are exclusive of all federal, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future with the exception of taxes on net income and, therefore, are subject to an increase equal in amount to any tax Fidler may be required to pay upon the license, sale, or delivery of the product purchased.

Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.

BUYER REPRESENTS THAT THIS SCHEDULE 'A' HAS BEEN READ:

JASPER County, IA

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest: _____
Jenna Jennings, Jasper County
Auditor

Date: _____

SCHEDULE B

THIS SCHEDULE IS LEFT INTENTIONALLY BLANK.

SCHEDULE C

Hardware Maintenance Services Provided by Fidlar Technologies

- NEW AGREEMENT *: First-year hardware service cost: \$

- PRE-EXISTING AGREEMENT *: Hardware service cost will be prorated from date of installation to renewal date of existing Hardware Service Account.

- DECLINE SCHEDULE C:

*** This amount will be billed upon completion of installation.**

All equipment listed below, and its implied components (i.e., motherboard, power supplies, RAM, print heads, etc.), are covered by this Schedule C. In the event of failure of any of this hardware, Fidlar Technologies will cover all repairs and/or replacement of this hardware. Fidlar will also re-install, at no cost to the customer, all Fidlar software applications that ran on the hardware before the failure. (NOTE: Re-installation of Fidlar software applications is billable if Schedule C is declined.)

(List covered equipment here):

Consumables (i.e., scanner cleaning kits, pm kits, cables, paper, ribbons, media, diskettes, etc.), are not covered under the terms of this Schedule C.

This hardware maintenance rate is applicable until the first anniversary date of this agreement or the anniversary date of your existing hardware maintenance agreements if so noted above. Future rates may be changed. You will be notified prior to new rates going into effect. This hardware maintenance agreement will auto-renew each year 30 days after we send you notice unless you notify us, within those 30 days, that termination is desired.

Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.

BUYER REPRESENTS THAT THIS SCHEDULE 'C' HAS BEEN READ:

JASPER County, IA

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest: _____

SCHEDULE D

Remote Access Products Community Service Products

REMOTE ACCESS

LAREDO

Fidlar Technologies' Laredo software is designed to allow remote access to the Client's recorded document information by professional searchers (i.e., title companies, banks, realtors, etc.) and other county offices within the County Building only.

TAPESTRY

The Client has the option to participate in Fidlar's Tapestry General Public Access System by permitting their information to be made available through the Fidlar Technologies Tapestry website (www.landrecords.net). The Client understands that Tapestry is a service offered and managed by Fidlar to offer the land records of participating Counties collectively to the general public.

The Client understands that Fidlar will determine who has access to their Tapestry websites and will provide phone and email support to users as well as manage the billing and collecting of access fees from the end users. At the end of each calendar month, Fidlar will provide a credit to the Client based on the parameters below.

TAPESTRY PRICING:

Fidlar agrees to pay Client:

- \$3.25 per Tapestry search transaction
- \$0.50 per document image printed
- \$4.98 per Print Results

The Client understands that access fees for Tapestry are set by Fidlar. Fidlar will notify Client at least 30 days in advance before such fees are changed.

AVA

Fidlar Technologies' AVA software is designed to allow remote access to the Client's recorded document information by searchers. AVA is designed to allow access for no charge to the end user and does not require a username or password. Access to AVA will be allowed via a link posted on the Client's website.

MONARCH

Fidlar Technologies' Monarch software is designed to allow land record's data and/or images to be distributed via an application programming interface (API). Monarch is designed to allow subscription only access.

Fidlar will provide to the subscribers all the necessary support, technical support, and communications to allow for the successful use of the Monarch system at no cost to the County.

Under the terms of this agreement, Fidlar Technologies will only market access to County data and images with the specific permission of the county.

Fidlar License Fee to County per User Subscription	Cost
Present Day Images	\$.04
Present Day Data	\$.04
Historic Images	\$.04
Historic Data	\$.04
On Demand Images/Data	Refer to Tapestry pricing
Security Options	
How many days will the information be delayed	5
Images will be watermarked w/ text (if Y see *below)	N

COMMUNITY OUTREACH SERVICES

PROPERTY FRAUD ALERT

Fidlar's **Property Fraud Alert (PFA)** service is designed to monitor, identify, and notify individuals whose name has been indexed from a document recorded in Client's office. The intent is to offer subscribers the ability to have their name/business name monitored within the Client's office in order to track possible fraudulent activity. **PFA** subscribers must sign up for the **PFA** service via the **PFA** website, www.propertyfraudalert.com. Subscribers will **ONLY** be notified by the **PFA** service when the name they have submitted matches any names that have been indexed from documents recorded within the Client's office.

PFA is a Fidlar-managed web site and service. Fidlar provides technical and end-user support via the **PFA** hotline service (1-800-728-3858).

PFA PRICING:

INCLUDED AS PART OF THIS CONTRACT

HONOR REWARDS DESCRIPTION:

Fidlar's Honor Rewards is a service provided to counties which allows them to quickly and easily implement and manage a rewards program for their local veterans. Veterans can sign-up (online or in your office) to receive an Honor Rewards ID card which gives them discounts and benefits at local businesses and retailers who participate in the program. Client is responsible for contacting local businesses and retailers and encourage them to participate in the program.

Fidlar's Honor Rewards program includes:

- Creation and maintenance of your county's page at www.honorrewards.com
- Printing of all ID Cards for your county
- Delivery of the ID cards approximately every 2-3 weeks (it is Client's responsibility to get them to the veteran)
- Customer Support for veterans during the signup process
- Pre-Created promotional materials

HONOR REWARDS PRICING:

INCLUDED WITHIN THIS CONTRACT

BUYER REPRESENTS THAT THIS SCHEDULE 'D' HAS BEEN READ AND IS ACCEPTED:

JASPER County, IA

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest: _____
Jenna Jennings, Jasper
County Auditor

Date: _____

SCHEDULE E

THIS SCHEDULE IS LEFT INTENTIONALLY BLANK.

SCHEDULE F

THIS SCHEDULE IS LEFT INTENTIONALLY BLANK.

SCHEDULE G

This Schedule G replaces any previously signed Schedule G and Schedule D and hereby adopts the terms and conditions of the original Computer Software Licensing Agreement signed by the County.

SELECT 1 OF THE FOLLOWING 2 OPTIONS:

OPTION 1: _____ By checking here and signing below, you acknowledge you have the authority to utilize remote access revenue to offset Fidar invoices and you authorize Fidar to hold credits on account to do so. Should you choose this option, credits will be held in a non-interest bearing account and a second signature from an authorized Elected Official, County Board Member, or Department Head is required.

Examples of remote access revenue: Laredo, Tapestry, Monarch, Official Records Online

Please select the types of Fidar invoices you would like to use your remote access revenue on:

_____ LIFECYCLE _____ BASTION/INFO REP _____ HANDS FREE MICROFILM
_____ LAREDO BILLING _____ CONTRACT SERVICES _____ MEDIA CONVERSION PROJECTS
_____ OTHER - PLEASE LIST: _____

Any excess revenue held on account after applying to selected invoices and reviewing projected needs will be refunded to you via Check/ACH.

OPTION 2: _____ By checking here and signing below, you acknowledge that Fidar will refund all remote access credit earned via ACH or Check.

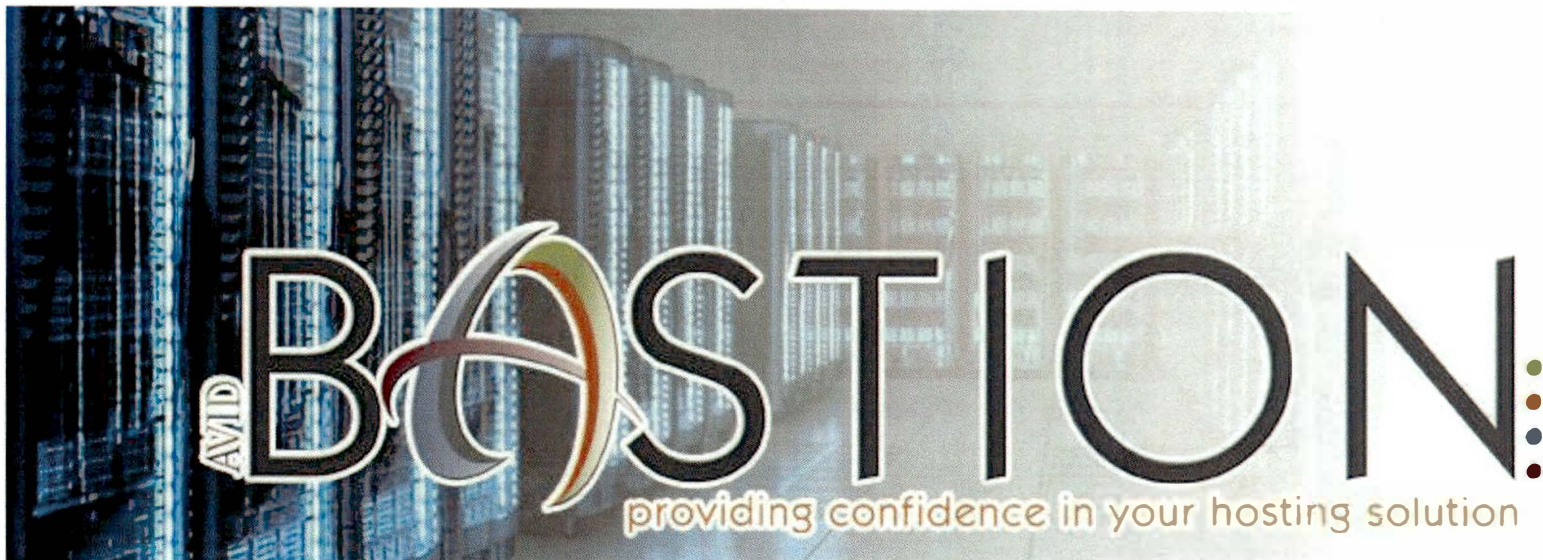
I/WE ACKNOWLEDGE THAT THIS INSTRUCTION SHEET HAS BEEN READ AND IS ACCEPTED:

JASPER County, IA	<u>2ND SIGNATURE ONLY REQUIRED FOR OPTION 1</u> JASPER County, IA
Dated: _____	Dated: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

If you choose to receive remote access revenue and/or refunds via ACH, please fill in the necessary ACH Details:

Routing Number: _____ Account Number: _____

For Internal Use Only:



Jasper County, Iowa

Bastion Service License Agreement



Adam Watkins
September 27, 2023



BASTION SOFTWARE LICENSE AGREEMENT

(Ver. 1.9)

This Agreement is made effective as _____, 2023, by and between: Fidlar Technologies, with its principal place of business at 350 Research Parkway, Davenport, Iowa 52806 (herein "Fidlar"), and the Jasper County Recorder, with its principal place of business at 101 1st St. Newton, IA 50208 (herein "County").

1. DEFINITIONS

(a) Software – the computer program, procedures, rules and associated documentation concerned with the operation of a data processing computer system, in computer readable form, furnished by Fidlar to County, including related supporting materials such as instruction manuals, which provides for the electronic replication of each document recorded in County's real estate records using another Fidlar software program, and the electronic delivery of such electronic copy to a location separate from County's offices.

(b) Acceptance – The Software shall be deemed accepted by County at the conclusion of installation and testing of the Software and completion of the training period, provided the Software performs in accordance with its written documentation, unless County notifies Fidlar of a material problem with the Software within 30 days of completion of installation, testing, and training. FIDLAR will use its best efforts to correct such problems; otherwise, County will be conclusively presumed to have accepted the hardware and software upon completion of installation and testing.

2. GRANT OF LICENSE

Subject to the payment of the license fees to Fidlar as provided herein, Fidlar hereby grants to County, and County hereby accepts a personal, non-exclusive, non-transferable license to use, copy and install the Software during the term of this Agreement, subject to the limitations, terms and conditions of this Agreement and to use the documentation therefore during the term hereof in support of the use of the Software.

This License and the applicable Software may not be assigned, sub-licensed, or otherwise transferred without prior written consent from Fidlar, provided, however, that County may assign this License to a successor to its governmental operations. Any attempted assignment, sublicense, or transfer of this License by County or its permitted assignee to other than a successor to its governmental operations shall be void and shall immediately terminate this License.

3. DELIVERY, INSTALLATION AND USE

County shall use the Software in connection with its governmental operations. Fidlar will deliver the Software to County and install the Software at County's location listed above,



hereto. County and its permitted assignees may install and use the Software in any new location if it moves to a different location. Fidlar will use its best efforts to correct any problems of which it is notified by County within 30 days of completion of installation, testing, and training. County is exclusively responsible for the supervision, management, and control of its use of the Software.

4. OWNERSHIP, REPRODUCTION AND DISCLOSURE

(a) The Software is licensed, not sold and remains the property of Fidlar. County obtains no rights other than those granted under this Agreement. County shall not reverse engineer, disassemble or decompile the Software.

5. TERMINATION OF LICENSE

(a) The term of this license shall continue in perpetuity provided, that either party may terminate the license if the other party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party. Nothing in this sub-section 6(a) is intended to preclude Fidlar from seeking immediate appropriate injunctive relief in the event of any violation of Fidlar's intellectual property rights.

(b) Upon termination of the license, County shall immediately cease use of the Software and shall, within ten (10) days following termination, return the original Software and all copies thereof, or with Fidlar's written consent, destroy the original Software and associated documentation and certify in writing to Fidlar that all copies of the Software and documentation have been destroyed.

6. WARRANTY, WARRANTY DISCLAIMER AND INFRINGEMENT

(a) Warranty. **The following warranties are in lieu of all warranties, express, implied, or statutory, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose and of any other warranty obligation on the part of Fidlar. There are no warranties that extend beyond the description on the face hereof.**

(i) Fidlar warrants that the Software is properly licensed and that Fidlar otherwise has the right to distribute the Software in accordance with this Agreement.

(ii) Fidlar further warrants that the media in which the Software is delivered to County is undamaged and free from mechanical defects.

(b) No Other Warranties. Fidlar makes no other warranties with respect to the Software, except as set forth above. FIDLAR DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND PROMISES, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTY OBLIGATION ON THE PART OF



FIDLAR WITH RESPECT TO THE SOFTWARE. FIDLAR DISCLAIMS ALL LIABILITIES OR OBLIGATIONS FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, SUCH AS INTERRUPTION OF BUSINESS OR ANY LOSS OF BUSINESS OR PROFITS, LOSS DUE TO PERSONAL INJURY, OR HARM TO PROPERTY, OR ANY EXPENSE EXPERIENCED BY COUNTY ARISING OUT OF ANY DEFECTS IN OR FAILURE OR INADEQUACY OF PERFORMANCE OF THE SOFTWARE FURNISHED BY FIDLAR HEREUNDER.

7. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

(a) **Limitation of Liability.** Even if Fidlar has been advised of the possibility of such claims, demands, or damages, in no event shall Fidlar be liable to County for the following: any incidental, special, exemplary, or consequential damages; any loss of profits or confidential or other information; business interruption, personal injury, any loss of privacy for failure to meet any duty including of good faith or of reasonable care, any negligence or negligent misrepresentation, and any other pecuniary or other loss whatsoever, even in the event of the fault of Fidlar (or any supplier), of tort (including negligence), strict or product liability, breach of contract or breach of warranty.

(b) **Exclusive Remedy.** County's exclusive remedy against Fidlar for any breach of warranty under this Agreement is limited to repair, replacement or refund with respect to the item in question, at Fidlar's option and subject to applicable law. County will only be entitled to the direct damages that County actually incurs in reasonable reliance, up to the amount of a refund of the license fees (plus sales tax) that County paid for the Software. The limitations and exclusions regarding damages will apply even if any remedy fails.

(c) **Costs.** If suit is brought or an attorney retained by either party to enforce the terms hereof, collect any monies due under, or collect damages for breach of, this Agreement, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney fees, court costs and other related expenses incurred in connection therewith.

9. STORAGE FACILITY

The purpose of the AVID Bastion Hosting Service is to store the official public record of the County's real estate records at a location physically separate from the County's location. The cost above covers the hardware costs, software costs (such as Operating System Licenses, Microsoft SQL Server Core Licenses, Backup Software Licenses, VM Ware Software Licenses, etc.), environmental maintenance, and digital backups of all critical components of the JASPER County Recorder's Land Records System at the primary data center



This service also covers a replicated copy of your hosted production system. Hardware based mirroring of your Virtual Machine Operating Systems, SQL Databases, and digital scanned images will occur daily.

10. DATA and DOCUMENT IMAGE OWNERSHIP

Client owns all rights and privileges to the data and images made available through this service.

This Software License Agreement was executed to be effective as of the date set forth above. Each person signing below represents that he or she has read this Agreement in its entirety including any and all Attachments; understands its terms; is duly authorized to execute this Agreement on behalf of the party indicated below by his or her name; and agrees on behalf of such party that such party will be bound by the terms hereof.

FIDLAR TECHNOLOGIES

JASPER COUNTY, IA RECORDER

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____
Jenna Jennings, Jasper
County Auditor

Date: _____



SCHEDULE A

Software/ Services Pricing & Payment

BASTION Service Description

Bastion replaces the need for an on-site server infrastructure within your office, for Fidler's AVID Land Record software. The hosted infrastructure that Bastion provides alleviates the need and cost of an onsite application server, obligatory software licensing fees, and backup procedures traditionally required with a localized technical operation.

Security measures are heightened with a secondary, off-site repository that backs up the hosted servers, ensuring the safekeeping of county data in the event of a disaster.

Internet speeds at the County office will need to be a minimum of 10 Mbps download and upload in order for Bastion to function properly.

Storage Costs

With the implementation of various Projects and Software packages, your quarterly storage costs can have a tendency to fluctuate from one price range to another. Projects such as Media Conversions and software such as iNSPECT or Shadow Tables can impact sizes. You will be invoiced on actual space consumed for that Quarter.

Size Range	Annual Price
151 - 200 Gb	\$8,400.00
201 - 250 Gb	\$10,200.00
251 - 300 Gb	\$12,000.00
301 - 350 Gb	\$13,800.00
351 - 400 Gb	\$15,600.00

The assumed total size of your current repository is assumed to be between 201 Gb and 250 Gb.

Total Quarterly Charge: \$2,550.00

***Due to the uncertainty of total size, Year 1 invoicing will not exceed \$10,200.**



PAYMENT MILESTONES

First Quarterly charge will be invoiced upon LIVE Date.

Taxes

Charges are exclusive of all federal, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future with the exception of taxes on net income and, therefore, are subject to an increase equal in amount to any tax Fidlar may be required to pay upon the license, sale or delivery of the product purchased. **Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.**

COUNTY REPRESENTS THAT SCHEDULE 'A' HAS BEEN READ:

FIDLAR TECHNOLOGIES

JASPER COUNTY, IA RECORDER

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____
Jenna Jennings, Jasper
County Auditor

Date: _____



JOIN OPERATION GREEN LIGHT FOR VETERANS



America's counties have a long and proud history of serving our nation's veterans, a legacy that continues to this day as we work with our federal, state and local partners to ensure that the former service members in our communities have access to the resources they need to thrive.

This coming Veterans Day, the National Association of Counties (NACo) and the National Association of County Veteran Service Officers (NACVSO) invite the nation's 3,069 counties, parishes and boroughs to **join Operation Green Light and show support for veterans by lighting our buildings green from November 6 to November 12**. By shining a green light, county governments and our residents will let veterans know that they are seen, appreciated and supported.

HOW TO JOIN

- Visit www.naco.org/operationgreenlight to access the Operation Green Light for Veterans County Toolkit.
- Use the County Toolkit template to pass a resolution declaring your county's participation in Operation Green Light for Veterans.
- Coordinate with your county Director of Facilities or Building & Grounds to light municipal buildings in green. Options include using projections, flood lights or green filters for existing lights.
- Use the templates and social media resources in the County Toolkit to promote the campaign to local press, businesses, county residents and Members of Congress.
- Upload details about your county's participation through the form included in the County Toolkit.
- Encourage individuals, businesses and community partners to show support by turning on a green light from November 6 to November 12!
- Support veterans year-round by purchasing supplies from veteran-owned businesses on Amazon Business at www.amazon.com/veteran-owned.

Scan the QR code for more
about Operation Green Light,
including a county toolkit.



AMAZON IS PROUD TO SUPPORT OPERATION GREEN LIGHT

Amazon values the unique skills and experience that the military community brings and we've pledged to hire 100,000 veterans and military spouses by 2024.

Military Community Outreach

We are committed to making Amazon the most military-friendly company in the world by leveraging our diverse resources and technology to solve critical problems. We focus on supporting disabled veterans, mental health, suicide prevention, military families and urgent needs – like homelessness and food insecurity – around the globe.

World-Class Veteran & Military Spouse Recruiting

Veterans and military spouses in your community can learn more about career opportunities at Amazon by attending a Global Military Affairs webinar where they can engage with recruiters directly.

Visit amazonmilitarywebinarseries.splashthat.com to join an upcoming webinar.

Corporate Leader In Veteran & Military Spouse Retention

We offer veterans the Military Mentoring Program, a network of support and tailored training experiences to assist in their transition from the military, another company or the academic environment.

Visit amazon.jobs/military to learn more.

COUNTIES MATTER FOR VETERANS

County Veteran Service Officers (CVSOs) in 29 states are responsible for successfully processing more than \$52 billion in compensation, pension, health care and other benefits for veterans each year.

Counties across the nation operate Veterans Treatment Courts, through which we can connect justice-involved veterans with programs and benefits that can treat underlying mental health and substance abuse conditions.

Counties support veterans' access to stable housing, employment and education and critical mental health services that treat trauma and prevent suicide.

660 NORTH CAPITOL STREET, NW
SUITE 400 • WASHINGTON, D.C. 20001
202.393.6226 • WWW.NACO.ORG

Scan the QR code for more about
Operation Green Light, including a county toolkit.



Supporting Operation Green Light for Veterans

WHEREAS, the residents of Jasper County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Jasper County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Jasper County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted; therefore be it

RESOLVED, with designation as a Green Light for Veterans County, Jasper County hereby declares from November 6th through the 12th, 2023 a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, Jasper County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 6th through the 12th, 2023.

September 26, 2023

Tuesday, September 26, 2023, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Stevenson and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Cupples, seconded by Stevenson to open a Public Hearing for the 2nd reading of Anita Norian rezone request from Agricultural "A" to Rural Residential "RR-1" on parcel #06.07.400.006.

YEA: STEVENSON, CUPPLES, TALSMA

Jay Cowan, Developer for the subdivision recapped from last week why he thought this should be approved. Adjoining landowners spoke out against the approval for the subdivision again.

Motion by Stevenson, seconded by Cupples to close the Public Hearing.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Stevenson, seconded by Cupples to adopt Resolution 23-79 approving Lakeview Estates Subdivision.

YEA: STEVENSON, CUPPLES, TALSMA

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

Allison van Pelt with Polk County Public Works spoke about a Climate Pollution Reduction Grant opportunity. A region made up of Boone, Story, Guthrie, Dallas, Polk, Jasper, Warren, and Marion County would be formed to support development of climate action plans. No fees would be associated or membership costs. Allison would work with Board members and County employees to develop a plan and evaluate our capital investment projects that could potentially be used towards the grant. No action was taken.

Quotes were accepted to replace the carpet in the Auditor's Office. Three quotes were submitted:

Jim Bell Flooring	\$23,204.58
Elliott Installation Inc	\$24,286.80
Store for Homes Furniture	\$19,351.70

Motion by Cupples, seconded by Stevenson to accept the quote from Store for Homes Furniture in the amount of \$19,351.70 to replace the carpet in the Auditor's Office.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Cupples, seconded by Stevenson to adopt Resolution 23-80, an agreement to the Living Roadway Trust Fund Grant for Counties (90-50-LR24-214) in the amount of \$10,000.00 towards the total project of a storage shed in the amount of \$21,175.59.

YEA: STEVENSON, CUPPLES, TALSMA

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

Motion by Cupples, seconded by Stevenson to approve claims paid through September 26, 2023.

YEA: STEVENSON, CUPPLES, TALSMA

Motion by Stevenson, seconded by Cupples to approve Board of Supervisors minutes from September 19, 2023.

YEA: STEVENSON, CUPPLES, TALSMAS

Motion by Stevenson, seconded by Cupples to recess the meeting.

YEA: STEVENSON, CUPPLES, TALSMAS

Motion by Cupples, seconded by Stevenson to come out of recess.

YEA: STEVENSON, CUPPLES, TALSMAS

Jon Burmeister with PFM presented bids submitted for \$8,795,000 Taxable General Obligation Urban Renewal Capital Loan Notes, Series 2023. There were six bids submitted:

	<u>BID</u>	<u>NIC</u>	<u>TIC</u>
Piper Sandler	\$8,785,078.75	6,164,832.25	5.465169%
Raymond James	\$8,693,298.35	6,160,086.15	5.497657%
Hilltop Securities	\$8,747,763.95	6,291,260.05	5.609716%
Robert W. Baird	\$8,766,998.95	6,406,403.05	5.742389%
Stifel, Nicolaus	\$8,671,948.15	6,557,643.35	5.842278%
KeyBanc	\$8,682,249.00	6,663,849.00	5.953500%

Motion by Stevenson, seconded by Cupples to adopt Resolution 23-81 directing sale in the amount of \$8,520,000 to Piper Sandler with a True Interest Cost at 5.467308% for Taxable General Obligation Urban Renewal Capital Loan Note, Series 2023.

YEA: STEVENSON, CUPPLES, TALSMAS

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

YEA: STEVENSON, CUPPLES, TALSMAS

During the work session a pay plan policy was discussed. Dennis Simon will continue to work with the Auditor's Office and Board to shorten the Non-Department Head and hourly pay scales and eliminate the pay scale for Department Heads. Brandon met with Mercy One-Newton and the remodel of the Emergency Room, along with the addition, is a project that they are still intending on doing. The Board would like to set aside a certain dollar amount of ARPA funds to give to the hospital so the project can continue. HF718 was addressed and Brandon feels like the County is moving in the right direction. More discussions will continue as we get closer to the budget season.

Motion by Cupples, seconded by Stevenson to adjourn the Tuesday, September 26, 2023, meeting of the Jasper County Board of Supervisors.

YEA: STEVENSON, CUPPLES, TALSMAS