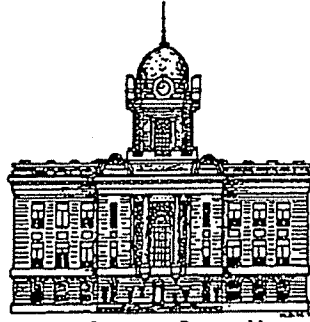


Jasper County, Iowa

Joe Brock
Denny Carpenter
Dennis Stevenson



Board of Supervisors
Courthouse
PO Box 944
Newton IA 50208
Phone 641-792-7016
Fax 641-792-1053

JASPER COUNTY BOARD OF SUPERVISORS AGENDA

www.co.jasper.ia.us

May 17, 2016

9:30 a.m.

- Item 1 EMS Medical Director Awards**
- Item 2 Board of Health**
 - a) Resolution approving new position**
- Item 3 Human Resources – Dennis Simon**
 - a) Hiring Resolution for Elderly Nutrition and Secondary Roads**
- Item 4 Auditor – Dennis Parrott**
 - a) Approve Agreement with Election Systems & Software for Hardware Maintenance and Software License, Maintenance and Support Services for 7/1/16-6/30/18**
- Item 5 Approve Resolution in Support of Application for Annexation Proposed to the City of Colfax**
- Item 6 Approval of Recorder's Monthly Report for April 2016**
- Item 7 Approval of Board of Supervisors minutes for 5/10/16**
- Item 8 Board Appointments**

PUBLIC INPUT & COMMENTS

Resolution 16-

WHEREAS, the Jasper County Board of Health has the need for and has requested the Jasper County Board of Supervisors create the permanent full-time position for Homecare Aide Director.

NOW, THEREFORE BE IT RESOLVED that the Jasper County Board of Supervisors shall create the permanent full-time position for a Homecare Aide Director.

This position will be equal in status, range of pay and job classification as the Public Health Nurse and the Sanitarian (Director of Environmental Health). Range 16 from the Dept. Head scale

Resolution adopted this 17th day of May, 2016.

Denny Stevenson, Chairman

Attest:

Dennis Parrott, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES
BOOK 21 5/17/2016 PAGE

**ELECTION SYSTEMS & SOFTWARE, LLC
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
AGREEMENT**

THIS HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, LLC, a Delaware Limited Liability Company ("ES&S") and **Jasper County, Iowa** ("Customer").

RECITALS:

- A. ES&S has sold to Customer the proprietary voter tabulation equipment ("Equipment") and licensed the software ("Software") described on Attachment 1 and Customer now desires to obtain maintenance services for such Equipment and license, maintenance and support services for such Software.
- B. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.
- C. This Agreement supersedes and replaces in their entirety any and all prior agreements between ES&S and Customer respecting maintenance services for such Equipment and license, maintenance and support services for such Software.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

**ARTICLE I
GENERAL**

1. **Term; Termination.** This Agreement for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Attachment 1 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive **Two-Year Periods** (each a "Renewal Period") until this Agreement terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Agreement is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software License, Maintenance and Support Services under this Agreement, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Attachment 1 for the Initial Term and any Renewal Periods. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Attachment 1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during

the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services. In the event Customer terminates this Agreement through no fault of ES&S and later desires to subscribe for a Hardware Maintenance and Software License, Maintenance and Support plan, or otherwise changes its Hardware Maintenance and Software License, Maintenance and Support plan with ES&S during the Initial Term or any Renewal Period thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance and Software License, Maintenance and Support plan coverage.

ARTICLE II HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Attachment 1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twenty-Four (24) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Attachment 1 and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Attachment 1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Storage.** When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III
ANNUAL LICENSE OF SOFTWARE

1. **Grant of License.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time employees to use the Software and all related operating instructions, user manuals and training materials supplied by ES&S (collectively the "Documentation") in **Jasper County, Iowa** ("Jurisdiction"). The license allows Customer to use and copy the Software (in object code only) and the Documentation, solely for the purposes of defining an election and tabulating and reporting election results in the Jurisdiction. The licenses granted in this Section do not permit Customer to use the source code for the ES&S Software. The license does not permit Customer to take any of the following actions:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Software or Documentation, in whole or in part, to or by any third party including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any coding, programming or layout services) without ES&S' prior written consent; or

c. Cause or permit any change to be made to the Software without ES&S' prior written consent.

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2. **License Fees.** In consideration for ES&S' grant of the license for the ES&S Software described in Section 1, Customer shall pay ES&S the ES&S Software License Fees set forth on Attachment 1. Any license or royalty fees payable to any Third Parties for the use of any third party items are the sole responsibility of Customer.

3. **Term of License.** The licenses granted in Section 1 shall commence upon the delivery of the ES&S Software described in Section 1 and shall continue for a one-year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Attachment 1. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1, 2, or 4 with respect to, such license. Upon the termination of either of the licenses granted in Section 1 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Proprietary Rights.** Customer acknowledges and agrees that ES&S owns all right, title and interest in and to the Software and Documentation, subject to the license granted herein. ES&S likewise owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the Software and Documentation. The Software and Documentation also contain confidential and proprietary trade secrets of ES&S which are protected by law and are of substantial value to ES&S. Customer shall keep the Software and Documentation free and clear of all claims, liens and encumbrances and

shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices which are set forth on the Software, the Documentation, and all permitted copies thereof.

5. **Indemnification By Customer.** To the fullest extent permitted under applicable law, Customer shall indemnify and hold harmless ES&S from and against any and all claims, damages, amounts paid in settlement and reasonable fees and costs (including reasonable attorneys' fees) (collectively "Adverse Consequences") arising out of or relating to the following:

a. Any claim that any of the ES&S Equipment or ES&S Software infringes upon any third party's copyright, trademark or patent existing as of the date hereof (a "Third Party Infringement Claim") resulting from (i) Customer's failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any ES&S Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such ES&S Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of ES&S Equipment or ES&S Software without the prior written consent of ES&S;

b. Any claims by Third Parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any Third Party Items; and

c. Customer's election not to receive, or to terminate, ES&S Hardware Maintenance Services or ES&S Software License and Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 5, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

ARTICLE IV **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **Services Provided.** ES&S shall provide maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Attachment 1.

2. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) deliver the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer; (iii) install the Updates or (iv) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in state or local law.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services..

ARTICLE V MISCELLANEOUS

1. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. Any action by Customer against ES&S must be commenced within one (1) year after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the Equipment and Software to achieve Customer's intended results; (b) the use of the Equipment and Software; (c) the results obtained from the use of the Equipment and Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update, or the second most recent Update, provided to it by ES&S or (z) Customer's

election not to receive, or to terminate, the Hardware Maintenance Services or the Software License and Maintenance and Support.

3. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

5. **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

6. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including Attachment 1 (which is specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Attachment to this Agreement and these General Terms, the provision contained in the Attachment shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article II, Section 1(f) and Article III, and Article IV, Sections 1-6 shall survive the termination of this Agreement, to the extent applicable.

7. **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, LLC
11208 John Galt Blvd.
Omaha, NE 68137
Fax No.: (402) 970-1291

JASPER COUNTY, IOWA
P.O. Box 944 – 101 1st St. N. – Ste.202
Newton, IA 50208
Fax No.: (641) 792-1053

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

V.P. of Finance
Title

Title

Date

Date

Attest: _____
Dennis Parrott, Auditor

PRICING SUMMARY AND PAYMENT TERMS

<u>Sale Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	Attachment 1	\$13,680.00
ES&S Software License, Maintenance and Support Fees	Attachment 1	\$19,320.00
ES&S Firmware License, Maintenance and Support Fees	Attachment 1	\$8,940.00
Total Maintenance Fees for the Initial Term:		\$41,940.00
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		
Note 2: <u>Invoicing and Payment Terms are as Follows:</u>		
\$20,970.00 due on or before June 1, 2016 for the Coverage Period of July 1, 2016 through June 30, 2017.		
\$20,970.00 due on or before June 1, 2017 for the Coverage Period of July 1, 2017 through June 30, 2018.		
Note 3: In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.		

Attachment 1

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: **July 1, 2016 through June 30, 2018**

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
22	Model DS200 Scanner	7/1/2016 through 6/30/2017	\$125.00	\$2,750.00
1	Model DS850 Scanner	7/1/2016 through 6/30/2017	\$2,440.00	\$2,440.00
22	ExpressVote Unit	7/1/2016 through 6/30/2017	\$75.00	\$1,650.00
Total Maintenance Fees for the Coverage Period July 1, 2016 through June 30, 2017				\$6,840.00
22	Model DS200 Scanner	7/1/2017 through 6/30/2018	\$125.00	\$2,750.00
1	Model DS850 Scanner	7/1/2017 through 6/30/2018	\$2,440.00	\$2,440.00
22	ExpressVote Unit	7/1/2017 through 6/30/2018	\$75.00	\$1,650.00
Total Maintenance Fees for the Coverage Period July 1, 2017 through June 30, 2018				\$6,840.00
Total Hardware Maintenance Fees for the Initial Term				\$13,680.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period for "Silver" Coverage Items shall be 75% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

Note 3: Customer's Designated Location: Jasper County, Iowa

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Note 5: Upon expiration of the Initial Term, this Agreement shall automatically renew as set forth in Article I, Section 1.

Hardware Maintenance Services Provided by ES&S Under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
 - Service performed by an ES&S trained and certified technician.

- Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
- Replacement of worn or defective with new or remanufactured federally and state certified parts.
- Conducting a final test to verify that the unit is working according to manufacturer's specifications.
- Use of a checklist tailored for each piece of equipment.
- Update of maintenance records which are kept by serial number and available to you through your ES&S Web-based portal.

5. Repair Services.

- Customer receives coverage for interim repair calls.
 - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
ELECTIONWARE SOFTWARE**

Initial License and Maintenance Term: July 1, 2016 through June 30, 2018

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	ElectionWare – Reporting Only	7/1/2016 through 6/30/2017	\$5,010.00
1	Media Burn Capability	7/1/2016 through 6/30/2017	\$4,650.00
Total License, Maintenance and Support Fees for the Coverage Period July 1, 2016 through June 30, 2017			\$9,660.00
1	ElectionWare – Reporting Only	7/1/2017 through 6/30/2018	\$5,010.00
1	Media Burn Capability	7/1/2017 through 6/30/2018	\$4,650.00
Total License, Maintenance and Support Fees for the Coverage Period July 1, 2017 through June 30, 2018			\$9,660.00
Total Software License, Maintenance and Support Fees for the Initial Term			\$19,320.00

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Initial License and Maintenance Term: July 1, 2016 through June 30, 2018

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
22	Model DS200	7/1/2016 through 6/30/2017	\$75.00	\$1,650.00
1	Model DS850 High Speed	7/1/2016 through 6/30/2017	\$1,500.00	\$1,500.00
22	ExpressVote Unit	7/1/2016 through 6/30/2017	\$60.00	\$1,320.00
Total License, Maintenance and Support Fees for the Coverage Period July 1, 2016 through June 30, 2017				\$4,470.00
22	Model DS200	7/1/2017 through 6/30/2018	\$75.00	\$1,650.00
1	Model DS850 High Speed	7/1/2017 through 6/30/2018	\$1,500.00	\$1,500.00
22	ExpressVote Unit	7/1/2017 through 6/30/2018	\$60.00	\$1,320.00
Total License, Maintenance and Support Fees for the Coverage Period July 1, 2017 through June 30, 2018				\$4,470.00

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
Total Firmware License, Maintenance and Support Fees for the Initial Term				\$8,940.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
 - Customer shall store the Equipment in accordance with ES&S requirements set forth herein.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall have reviewed Training Checklists.
4. Customer shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.
5. Customer shall be responsible for data extraction from Customer voter registration system.
6. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
7. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
8. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.

9. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
10. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

RESOLUTION _____

SUPERVISORS' POSITION ON ANNEXATION APPLICATION CONCERNING
BECK'S HYBRID SEED COMPANY AND THE CITY OF COLFAX, IOWA

WHEREAS, The City of Colfax has received an application from Beck's Hybrid Seed Company (the "Developer") request that real property, described in Attachment A, owned by the Developer be voluntarily annexed into the city limits of the City of Colfax Iowa;

WHEREAS, Pursuant to Iowa Code Section 368.7 it is the obligation of the City of Colfax to notify the Jasper County Board of Supervisors of the application for voluntary annexation;

WHEREAS, Pursuant to Iowa Code Section 368.7 the Supervisors shall pass a resolution state whether or not the Board of Supervisors supports the application or whether it takes no position in support of or against the application;

THEREFORE, The Jasper County Board of Supervisors:

_____ Supports the application for annexation

_____ Opposes the application for annexation

_____ Takes no position on the application for annexation

Passed and Approved this _____ of May, 2016.

Chairman of the Jasper County Board of Supervisors

Dennis K. Parrott
Jasper County Auditor

February 16, 2016

David Mast, Mayor
City of Colfax, Iowa
15 E. Howard Street
Colfax, Iowa 50054

Re: Application for voluntary annexation to the City of Colfax, Iowa

Dear Honorable Mayor and Members of the Colfax City Council:

Please accept this request for voluntary annexation of property into the corporate limits of Colfax, Iowa by Beck's Hybrid Seed Company of Atlanta, Indiana. Beck's is the sole owner of certain property in unincorporated Jasper County, Iowa, more specifically described in the attached property legal description. The applicant requests and consents to the voluntary annexation of this property into the City of Colfax, Iowa.

Would you please prepare at your earliest convenience subject to the provisions of Iowa Code Chapter 368.7, a resolution for City Council adoption to approve the voluntary annexation. Would you also prepare the necessary City Council action for this property to be zoned Business Commercial District consistent with Chapter 165 of the City of Colfax Code of Ordinances.

The applicant further certifies that there are no solid waste collection services to the property which is requested for annexation described in the attached legal description.

Feel free to contact me if I can be of any assistance. Thank you.

Chaz Allen, Executive Director
Jasper County Economic Development Corporation

Owner signature



Owner printed name

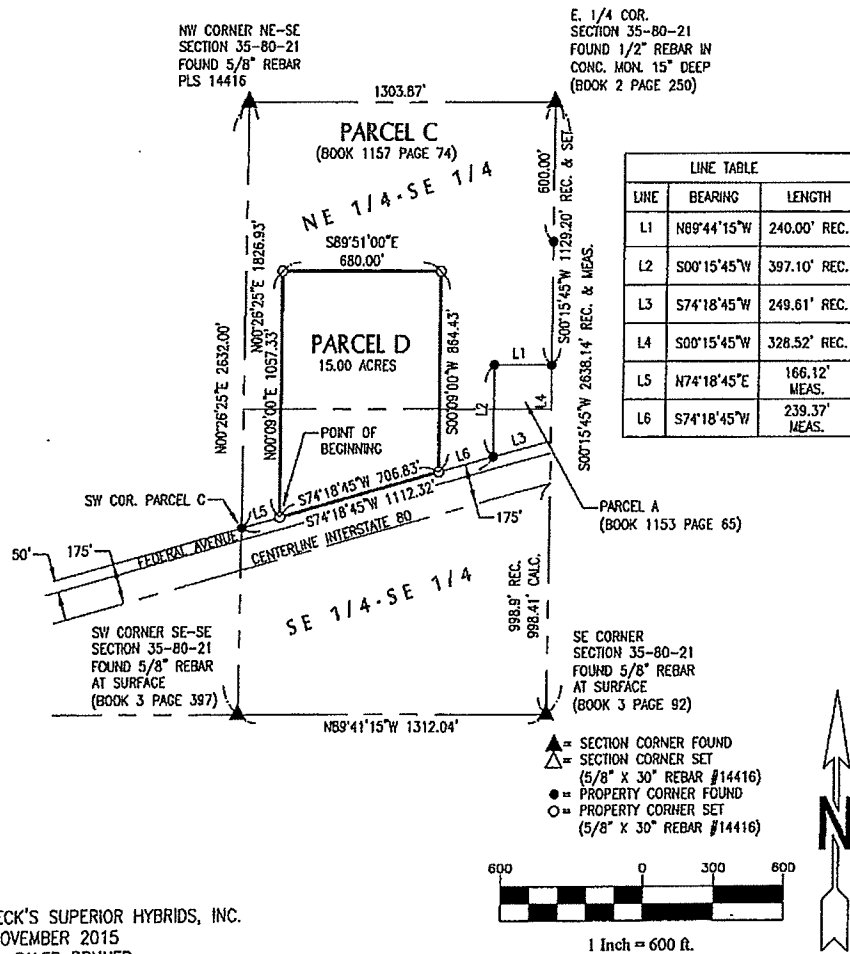
BECK'S SUPERIOR HYBRIDS, INC.



GARDEN & ASSOC. P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

PLAT OF SURVEY

Parcel D of Parcel C of the East Half of Section 35 - Township 80 North - Range 21 West of the 5TH P.M., Jasper County, Iowa according to the plat of said Parcel C in Book 1157 at page 74, Jasper County Records. Said Parcel D of Parcel C is more particularly described as follows: Commencing at the SW corner of said Parcel C; thence N 74° 18' 45" E 166.12 feet along the southerly line thereof, also being the northwesterly Right of Way line of Federal Avenue, to the Point of Beginning of said Parcel D; thence N 0° 09' 00" E 1057.33 feet; thence S 89° 51' 00" E 680.00 feet; thence S 0° 09' 00" W 864.43 feet to the southerly line of said Parcel C; thence S 74° 18' 45" W 706.83 feet along said southerly line to the Point of Beginning. Said Parcel D of Parcel C contains 15.00 acres.



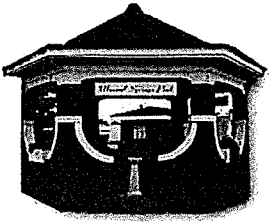
OWNER OF RECORD: BECK'S SUPERIOR HYBRIDS, INC.
 DATE OF FIELDWORK: NOVEMBER 2015
 SURVEY REQUESTED BY: CALEB BRUNER

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.
Randal J. Nugteren December 8, 2015
 Randal J. Nugteren, P.L.S. Date
 License number: 14416
 My license renewal date is December 31, 2016
 Pages or sheets covered by this seal: _____

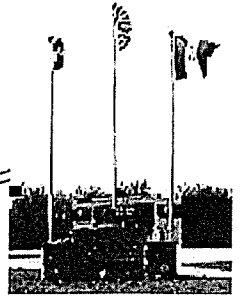


BECK'S SUPERIOR HYBRIDS, INC.
 PARCEL D OF PARCEL C OF THE
 EAST 1/2 SECTION 35-80-21
 JASPER COUNTY, IOWA

DATE: 12/15	DRN. TRH	APP.
FLD.BK.	PROJ.NO.	6015310

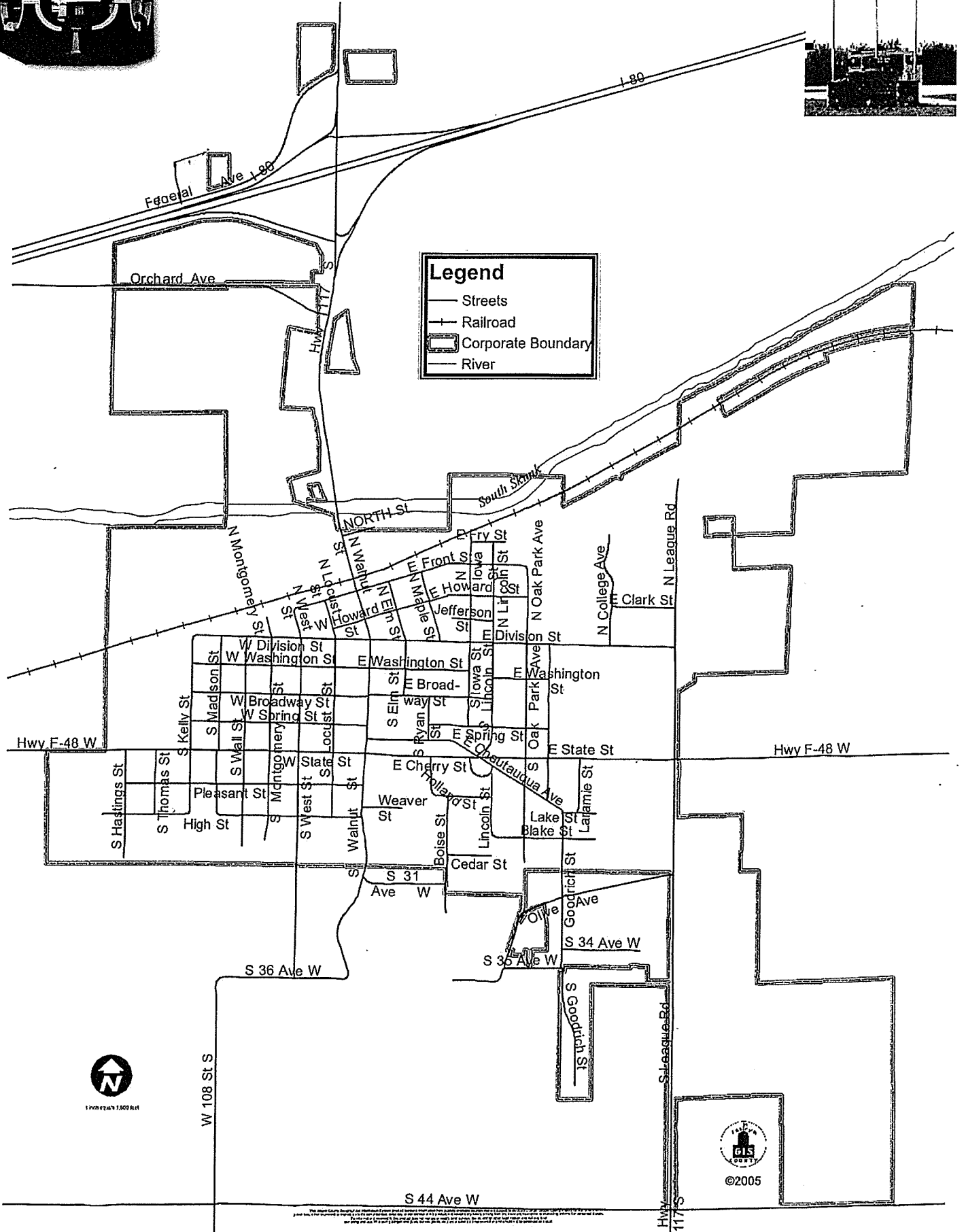


CITY OF COLFAX MAP



Legend

- Streets
- + Railroad
- ▭ Corporate Boundary
- River



Thompson 1500 Art



©2005

S 44 Ave W

This map shows the City of Colfax, North Dakota. It is not intended to be used for legal purposes. The City of Colfax is not responsible for any errors or omissions on this map. The City of Colfax is not responsible for any damages or losses resulting from the use of this map. The City of Colfax is not responsible for any claims or liabilities resulting from the use of this map. The City of Colfax is not responsible for any claims or liabilities resulting from the use of this map.

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

TO THE BOARD OF SUPERVISORS OF JASPER COUNTY:

I, Denise Allan, Recorder of the above named county and state do hereby certify that this is a true and correct statement of the fees collected by me in my office for the period of April 1, 2016 through April 30, 2016, and the same have been paid to the county Treasurer.

Denise Allan
Denise Allan, Jasper County Recorder

Date: May 5, 2016

Dennis Parrott, Jasper County Auditor

Recording Fees	0001-1-07-8110-400000	<u>\$9,825.00</u>	
	(+) E-File Recording Fees	<u>\$4,165.00</u>	<u>\$13,990.00</u>
Copies	0001-1-07-8110-400000		<u>\$1,509.76</u>
Fed Tx Search	0001-1-07-8110-400000		<u>\$0.00</u>
Auditor's Trans	0001-1-07-9010-410000	<u>\$775.00</u>	
	(+) E-File Auditor Trans Fees	<u>\$185.00</u>	<u>\$960.00</u>
Co Trans Tax	0001-1-07-8110-404000	<u>\$2,894.34</u>	
	(+) E-File Trans Tax Fees	<u>\$865.53</u>	<u>\$3,759.87</u>
Over Payments	0001-4-07-0054-822000		<u>\$83.06</u>
ELSI Co Fees	0001-1-07-8110-403000		<u>\$865.75</u>
Co Boat Title	0001-1-22-6110-412000		<u>\$165.00</u>
Co Boat Lien	0001-1-07-8110-418000		<u>\$15.00</u>
Snow Title/Lien	0001-1-07-8110-401100		<u>\$0.00</u>
ATV/ORV Title/Lien	0001-1-07-8110-401200		<u>\$225.00</u>
Vital Cert Co	0001-1-07-8110-413000		<u>\$496.00</u>
Vital Plain Copy	0001-1-07-8110-408000		<u>\$0.00</u>
Co Marriages	0001-1-07-8110-417000		<u>\$88.00</u>
Int Bank Acct	0001-4-07-0054-600000		<u>\$1.91</u>
Record Mgmt	0024-1-07-8110-414000	<u>\$517.00</u>	
	(+) E-File Record Mgmt Fees	<u>\$184.00</u>	<u>\$701.00</u>
E-Fees	5300-1-77-0500-416000	<u>\$517.00</u>	
	(+) E-File E-Fees	<u>\$184.00</u>	<u>\$701.00</u>
Misc Revenue Fees	0001-1-07-8110-849000		<u> </u>

Total County Fee Collected for April 2016

\$23,561.35

DENISE K. PARROTT
 JASPER COUNTY AUDITOR
 2016 MAY -9 AM 9:11
 FILED
 Revised September 1, 2015
 -continued-

Revenue Totals

Charge Payment Totals

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
01-01-01	Recording 0001-1-8110-4000-I	\$9,825.00	\$0.00	\$0.00	\$9,825.00	\$0.00	\$0.00	\$0.00	\$9,825.00
01-01-02	Recd Mgmt0024-1-8110-4140-	\$517.00	\$0.00	\$0.00	\$517.00	\$0.00	\$0.00	\$0.00	\$517.00
01-01-03	E-Fee 5300-1-0500-4160-77	\$517.00	\$0.00	\$0.00	\$517.00	\$0.00	\$0.00	\$0.00	\$517.00
01-02-00	Auditors 0001-1-9010-4100-07	\$775.00	\$0.00	\$0.00	\$775.00	\$0.00	\$0.00	\$0.00	\$775.00
01-03-01	Co Tran Tax0001-1-8110-4040	\$2,894.34	\$0.00	\$0.00	\$2,894.34	\$0.00	\$0.00	\$0.00	\$2,894.34
01-03-02	State Tran Tax	\$13,884.86	\$0.00	\$0.00	\$13,884.86	\$0.00	\$0.00	\$0.00	\$13,884.86
01-05-02	Copies 0001-1-8110-4000-07	\$1,504.76	\$0.00	\$5.00	\$1,509.76	\$0.00	\$0.00	\$0.00	\$1,509.76
	***** Account Group 01 Total *****	\$29,917.96	\$0.00	\$5.00	\$29,922.96	\$0.00	\$0.00	\$0.00	\$29,922.96
02-04-01	Marr Co 0001-1-8110-4170-07	\$60.00	\$0.00	\$28.00	\$88.00	\$0.00	\$0.00	\$0.00	\$88.00
02-04-02	Marriage License - State	\$465.00	\$0.00	\$217.00	\$682.00	\$0.00	\$0.00	\$0.00	\$682.00
02-04-03	3 Day Waiver	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
02-04-04	Vitalcert0001-1-8110-4130-C	\$484.00	\$0.00	\$12.00	\$496.00	\$0.00	\$0.00	\$0.00	\$496.00
02-04-05	Vital Cert State	\$1,936.00	\$0.00	\$48.00	\$1,984.00	\$0.00	\$0.00	\$0.00	\$1,984.00
02-04-06	Vital Pl Copy01-1-8110-4080-C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	***** Account Group 02 Total *****	\$2,945.00	\$0.00	\$305.00	\$3,250.00	\$0.00	\$0.00	\$0.00	\$3,250.00
03-01-01	Passprt Co 0001-1-8110-4150-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03-01-02	Passport - Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03-03-01	Expedite Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	***** Account Group 03 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-00	Hunting & Fishing/Elisi	\$949.50	\$0.00	\$460.50	\$1,410.00	\$0.00	\$0.00	\$0.00	\$1,410.00
05-01-01	H&Fwf/Elisi 0001-1-8110-4030-	\$777.00	\$0.00	\$88.75	\$865.75	\$0.00	\$0.00	\$0.00	\$865.75
05-01-04	Boat Registration Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-05	Snow & Atv Registration Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-06	Boat Title Fee	\$145.00	\$0.00	\$20.00	\$165.00	\$0.00	\$0.00	\$0.00	\$165.00
05-01-07	Boat Lien Fee	\$15.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00
05-01-08	Snow Title Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-09	Snow Lien Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-10	Atv Title Fee	\$175.00	\$0.00	\$30.00	\$205.00	\$0.00	\$0.00	\$0.00	\$205.00
05-01-11	Atv Lien Fee	\$20.00	\$0.00	\$0.00	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00
05-01-12	Rsu Perm/Elisi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

-continued-

Revenue Totals

Charge Payment Totals

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
05-01-13	Nrohvu Perm/Elisi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-14	Nrsu Perm/Elisi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-01	Boat,Write 0001-1-8110-4020-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-03	Sno/Atv Wf 0001-1-8110-4010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-04	Atv/Orv T&L Co 00011811040'	\$195.00	\$0.00	\$30.00	\$225.00	\$0.00	\$0.00	\$0.00	\$225.00
05-02-05	Snow T&L Co 001-1-8110-401-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-06	Bt Title Co 001-1-6110-4120-2:	\$145.00	\$0.00	\$20.00	\$165.00	\$0.00	\$0.00	\$0.00	\$165.00
05-02-07	Bt Lien Co 0001-1-8110-4180-	\$15.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00
05-03-01	Use Tax	\$330.00	\$0.00	\$120.00	\$450.00	\$0.00	\$0.00	\$0.00	\$450.00
05-03-02	la Sales Tax	\$1,422.00	\$0.00	\$405.00	\$1,827.00	\$0.00	\$0.00	\$0.00	\$1,827.00
05-03-03	Local Option Tax	\$101.50	\$0.00	\$25.50	\$127.00	\$0.00	\$0.00	\$0.00	\$127.00
05-03-04	School Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-03-05	Overpaymt 0001-4-0054-8220-	\$83.06	\$0.00	\$0.00	\$83.06	\$0.00	\$0.00	\$0.00	\$83.06
05-03-06	Rwvs	\$17,289.00	\$0.00	\$1,810.25	\$19,099.25	\$0.00	\$0.00	\$0.00	\$19,099.25
	***** Account Group 05 Total *****	\$21,662.06	\$0.00	\$3,010.00	\$24,672.06	\$0.00	\$0.00	\$0.00	\$24,672.06
06-01-01	Balance Brought Forward	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
06-01-02	Payment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	***** Account Group 06 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-01-01	Ucc Search 0001-1-8110-4000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-01-02	Ucc1/Term 0001-1-8110-4000-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-02-01	Fedtxsearch0001-1-8110-400C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-03-01	Interest On Bank Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	***** Account Group 07 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08-01-01	Ciris-Standard Fee	\$4,165.00	\$0.00	\$0.00	\$4,165.00	\$0.00	\$0.00	\$0.00	\$4,165.00
08-01-02	Ciris-Document Management I	\$184.00	\$0.00	\$0.00	\$184.00	\$0.00	\$0.00	\$0.00	\$184.00
08-01-03	Ciris-Erecording Fee	\$184.00	\$0.00	\$0.00	\$184.00	\$0.00	\$0.00	\$0.00	\$184.00
08-01-04	Ciris-Additional Tran Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08-01-05	Ciris-Transfer Fee	\$185.00	\$0.00	\$0.00	\$185.00	\$0.00	\$0.00	\$0.00	\$185.00
08-01-06	Ciris-Transfer Tax	\$5,017.60	\$0.00	\$0.00	\$5,017.60	\$0.00	\$0.00	\$0.00	\$5,017.60
	***** Account Group 08 Total *****	\$9,735.60	\$0.00	\$0.00	\$9,735.60	\$0.00	\$0.00	\$0.00	\$9,735.60

Revenue Totals

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
11-66-10	Writing Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*****	Account Group 11 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
55-55-55	Federal Duck Stamp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*****	Account Group 55 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Final Totals :	\$64,260.62	\$0.00	\$3,320.00	\$67,580.62	\$0.00	\$0.00	\$0.00	\$67,580.62

Charge Payment Totals

Counts/Totals From 4/1/2016 Through 4/30/2016

Cash Total :	\$15,375.20 +
Check Total :	\$49,108.12 +
Other Pay Total :	\$3,320.00 +
Change Total :	\$222.70 -
Subtotal :	\$67,580.62
Charge Total :	\$0.00 +
Grand Total :	\$67,580.62

Number of Cash Payments :	392
Number of Check Payments :	806
Number of Change Payments :	49
Number of Charge Payments :	0
Number of Other Payments :	67
Number of Receipts :	1,079
Number of Voids :	0

Charge Information	
Balance Forward Information	
Number of Payments on Account :	0
Total Paid on Account :	\$0.00

Other Payment Breakdown

Other Payment Method	Total Count	Total Paid
CREDIT CARD	67	\$3,320.00
Total :	67	\$3,320.00

May 10, 2016

Tuesday, May 10, 2016 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Carpenter, Brock & Stevenson present and accounted for; Chairman Stevenson presiding.

Motion by Brock, seconded by Carpenter, to approve the request made by the Newton Chamber of Commerce to use the Courthouse lawn for the July 4, 2016 celebration.

YEA: CARPENTER, BROCK, STEVENSON

Human Resources Director, Dennis Simon asked the Board to approve a hiring resolution for a seasonal intern in the Conservation Department and resolution to create the position of part-time Permitting Technician.

Motion by Carpenter, seconded by Brock to adopt Resolution 16-27 a hiring resolution certifying the following appointment to the Auditor for payroll implementation.

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Conservation	Seasonal	Drake Lamb	\$8.75	Hire-in	05/16/2016

YEA: BROCK, CARPENTER, STEVENSON

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

Motion by Brock, seconded by Carpenter to adopt Resolution 16-28 to create one permanent part-time Permitting Technician for the Planning and Zoning Department.

YEA: CARPENTER, BROCK, STEVENSON

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

County Engineer, Russ Stutt brought to the Supervisors a request to purchase the following a Dump Box and Winter Equipment, an Aluminum Pup, a Tandem Dump Truck, a Motor Grader and bids for a new maintenance Shed.

One Bid came in for the Dump Box and Winter Equipment:

Henderson Products Inc. \$55,646

Bids for an Aluminum Pup Trailer:

Henderson Products Inc. \$44,500.00

Nuzum Services \$35,892.53

Bids for a Tandem Dump Truck Cab Chassis:

Housby Mack, Inc. \$97,200

GATR Truck Center \$100,413

Motion by Carpenter, seconded by Brock to approve the purchase of a Dump Box and Winter Equipment from Henderson Products Inc. in the amount of \$55,646, an Aluminum Pup from Nuzum Services in the amount of \$35,892.53 and a tandem Dump Truck Chassis from Housby Mack, Inc. in the amount of \$97,200.

YEA: BROCK, CARPENTER, STEVENSON

Motion by Carpenter, seconded by Brock to purchase a 1998 John Deere Motor Grader in the amount of \$66,125 from Murphy Tractor and Equipment.

YEA: BROCK, CARPENTER, STEVENSON

Motion by Brock, seconded by Carpenter to approve the purchase of a new Maintenance Shed from the only bidder, Griner Buildings Inc. in the amount of \$174,500.

YEA: CARPENTER, BROCK, STEVENSON

Doug Bishop updated the Supervisors on the Veteran's Memorial Complex saying that the rock would be repainted, tuck pointing would be done on the base and a corner stone would be laid. Bishop also stated that to date a little over \$9,000 had been raised privately to maintain the monument.

The IIS Lureman/Steenhoek Agency presented an insurance review for County property and casualty insurance.

Motion by Brock, seconded by Carpenter to adopt Resolution 16-29 setting a public hearing on the proposition to authorize a loan agreement and issuance of Capital Loan Notes to fund the demolition of the old county care facility for Tuesday, May 24, 2016 at 9:30 a.m. in the Supervisors Room of the Jasper County Courthouse.

YEA: CARPENTER, BROCK, STEVENSON

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

Motion by Carpenter, seconded by Brock to set a public hearing on FY15/16 budget amendment for Tuesday, May 24, 2016 at 9:30 a.m. in the Supervisors Room of the Jasper County Courthouse.

YEA: BROCK, CARPENTER, STEVENSON

Motion by Carpenter, seconded by Brock to approve Board of Supervisors minutes for 05/03/2016.

YEA: BROCK, CARPENTER, STEVENSON

Motion by Brock, seconded by Carpenter to appoint Thad Nearmyer, Owner/OperAg, to the Compensation Commission. His term will expire 12/31/16.

YEA: CARPENTER, BROCK, STEVENSON

Chairman Stevenson gave GIS Director, Laurie Jackson the option to have her employee review in open or closed session in accordance with Iowa Code Section 21.5(i) which states a closed session may be held to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. She responded that she would like the review in closed session.

Motion by Brock, seconded by Carpenter to go into closed session in accordance with Iowa Code Section 21.5(i).

YEA: CARPENTER, BROCK, STEVENSON

The Supervisors returned to open session.

Motion by Carpenter, seconded by Brock to adjourn the Tuesday, May 10, 2016 meeting of the Jasper County Board of Supervisors.

YEA: BROCK, CARPENTER, STEVENSON

Dennis K. Parrott, Auditor

Denny Stevenson, Chairman