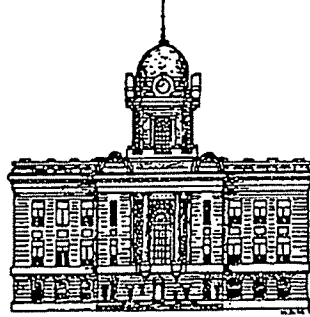


Jasper County, Iowa

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 31, 2016

9:30 a.m.

- Item 1 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
 - b) Approve Agreement with The Schneider Corporation for GIS Support for 6/1/16 - 6/30/17
- Item 2 Approval of Cigarette/Tobacco Permits**
- a) Izaak Walton League
 - b) Exit 173, Inc (Iowa's Best Burger Café)
- Item 3 Approval of Fireworks Permit**
- a) John Cummins on 7/9/16
- Item 4 Approval of Board of Supervisors minutes for 5/24/16**
- Item 5 Board Appointments**

PUBLIC INPUT & COMMENTS

**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 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.



PROFESSIONAL SERVICES AGREEMENT



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

1 Services.

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

A. Backfill One-Time Setup

- Professional will configure an automated routine to populate attributes in the GIS parcels layer from the CLIENT's CAMA and Tax systems.
- Attributes to be populated in the GIS parcels will be mutually agreed up at the start of the project.
- The attributes will be based on existing fields found in the CLIENTs CAMA and Tax system.
- The GIS data to be updated will reside on the CLIENTs hardware.

B. Support Package

- Unlimited phone (includes toll free number), fax, and e-mail support relating to editing and maintaining GIS data and ArcGIS desktop software for all callers within the contracted organization. Website support and maintenance is considered to be a separate function and associated with a web hosting and maintenance agreement. Items that are considered to be associated with website support / maintenance are web-based initiatives (i.e. website support, custom web solutions, ArcGIS Server configuration).
- Remote access support where available (depends upon system configuration and software availability).
- Installation Assistance – Assist in installing and upgrading latest version of ArcGIS and Geogear™ software releases once a year.
- Migration of GIS Data – Assist in migration and moving of GIS data from one GIS server or computer to another, once a year.
- Parcel layer backfill
Backfill is the process of copying data from your real estate data or tax systems to your local GIS parcel layer to keep parcel attribute information up to date. The Backfill process uses an automated routine that typically runs on a daily basis, kicked off by Venturi (DataETL or TSCVac). Common network administration activities, such as computer replacements, system upgrades, password resets, database year rollovers, and others, may affect the backfill process, and this requires continual maintenance effort by our Support team.
- Up to 4 complimentary admissions to Schneider's Users' Conferences.

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

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. Backfill One-Time Setup: \$1,000.00

B. Support Package \$3,600.00 per year

Year 1 (June 1, 2016 – June 30, 2016): \$300.00 (Prorated)

Subsequent Individual Year Total (July 1, 2016 – June 30, 2017): \$3,600.00

www.schneidercorp.com

Indianapolis, Indiana
8901 Otis Avenue
Indianapolis, IN 46216
Toll-Free: 866.973.7100

West Lafayette, Indiana
1330 Win Hentschel Blvd
Suite 260
West Lafayette, IN 47906

Ankeny, Iowa
1450 SW Vintage Pkwy
Suite 260
Ankeny, IA 50023

Charlotte, North Carolina
8307 University Executive Park Dr
Suite 220
Charlotte, NC 28262

DeLand, Florida
120 ½ W. New York Ave
DeLand, FL 32720

3 Payment Schedule

Year 1 June 1, 2016 – June 30, 2016: \$1,300 (Setup: \$1,000, Support: \$300 (Prorated))
Year 2 July 1, 2016 – June 30, 2017: \$3,600

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

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

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

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

6 Assignment. Neither PROFESSIONAL nor CLIENT shall assign or transfer any rights under or interest in this Agreement without the prior written consent of the other party. Nothing in this paragraph shall, however, prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

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

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

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

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

Pricing is valid through May 30, 2016.

PROFESSIONAL:
The Schneider Corporation

CLIENT:
Jasper County, Iowa

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____
Dennis Parrott, Auditor



Iowa Department of Revenue
https://tax.iowa.gov

Iowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor

SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 07/01/2016 through June 30, 2017

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA: IZAAK Walton League
Physical Location Address: 889 Hwy F36 W City: Newton ZIP: 50208
Mailing Address: 889 Hwy F36 W City: Newton State: IA ZIP: 50208
Business Phone Number: (641) 792-1373

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP Non profit
Name of sole proprietor, partnership, corporation, LLC, or LLP: IZAAK Walton League
Mailing Address: 889 Hwy F36 W City: Newton State: IA ZIP: 50208
Phone Number: () Fax Number: () Email: _____

Retail Information:

Types of Sales: Over-the-counter Vending machine
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other NO

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER(S), PARTNER(S), OR CORPORATE OFFICIAL(S)

Name (please print): Donald D. Saylor Manager Name (please print): _____
Signature: Donald D. Saylor Signature: _____
Date: 6/23/16 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
 - Fill in the date the permit was approved by the council or board: _____
 - Fill in the permit number issued by the city/county: _____
 - Fill in the name of the city or county issuing the permit: _____
- Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
- Email: iapledge@iowaabd.com
 - Fax: 515-281-7375



Iowa Department of Revenue
https://tax.iowa.gov

Iowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor

SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 07 101 2016 through June 30, 2017

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA: Exit 173, Inc "Iowas Best Burger Cafe"
Physical Location Address: 1570 Hwy 224 S. City: Kellogg ZIP: 50135
Mailing Address: 203 Northfield Dr. City: Kellogg State: IA ZIP: 50135
Business Phone Number: (641) 526-8535

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP: Exit 173, Inc
Mailing Address: 203 Northfield Dr. City: Kellogg State: IA ZIP: 50135
Phone Number: (641) 990-6555 Fax Number: () Email: _____

Retail Information:

Types of Sales: Over-the-counter Vending machine
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER(S), PARTNER(S), OR CORPORATE OFFICIAL(S)

Name (please print): Exit 173, Inc Scott Keenan Name (please print): _____
Signature: [Signature] President Signature: _____
Date: 5-21-16 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

FIREWORKS PERMIT

I, Tulle & John Cummins, do request a fireworks permit for the following date July 9, 2016, at the following address 8764 Hwy 6 E

Name of Event Birthday

The following person will have possession of and will discharge the fireworks

John Cummins
(Name of person discharging fireworks) 641 528
@ grand parents home Carl Mcgee 8764

2016 MAY 26 PM 2:39
DENIS K. PARROTT
JASPER COUNTY AUDITOR

Approved by Jasper County Board of Supervisors

(Signature-Board Chairperson)

(Date)

INDEMNIFICATION AGREEMENT

That Julle & John Cummins for and in consideration of the issuance by the Jasper County Board of Supervisors of a fireworks permit for the following event Birthday,

to be held on the following date July 9th 2016,

does hereby agree to hold harmless and indemnify Jasper County, its Officers, agents and employees from all manner of actions and causes of actions, claims and demands of every kind and nature whatsoever which may arise as a result of the

applicant Julle & John Cummins possessing and using fireworks

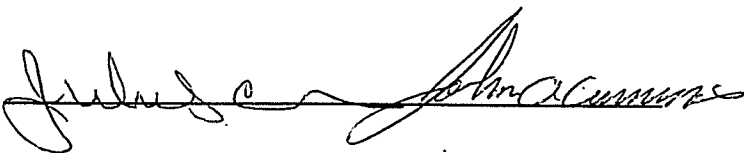
for the following event Birthday,

on the following date July 9th 2016,

Address 8764 Hwy 6 E

City and State Kellogg

e-mail address julle.a.cummins@gmail.com

Signature 

800 E 12th S⁺ Ph N
Newton IA
50208

Date of Application 5-26-2016

May 24, 2016

Tuesday, May 24, 2016 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Carpenter, Brock, and Stevenson present and accounted for; Chairman Stevenson presiding.

Motion by Brock, seconded by Carpenter to amend the agenda to include the Amended DOT Budget.

YEA: BROCK, STEVENSON, CARPENTER

Motion by Brock, seconded by Carpenter to open the Public Hearing of the FY 15/16 Budget Amendment.

YEA: CARPENTER, STEVENSON, BROCK

The Auditor's office has received no verbal or written comments.

Motion by Brock, seconded by Carpenter to close the Public Hearing for the FY15/16 Budget Amendment.

YEA: STEVENSON, BROCK, CARPENTER

Motion by Brock, seconded by Carpenter to approve the FY15/16 Budget Amendment.

YEA: CARPENTER, BROCK, STEVENSON

Motion by Brock, seconded by Carpenter to open the Public Hearing for the Road Closure of West 148th Street North.

YEA: CARPENTER, STEVENSON, BROCK

The Auditor's office has received no verbal or written comments.

Motion by Carpenter, seconded by Brock to close the Public Hearing for the Road Closure of West 148th Street North.

YEA: CARPENTER, BROCK, STEVENSON

Engineer, Russ Stutt and Pam Olson presented road closure for a portion of West 148th Street North and vacations in Greencastle.

Motion by Carpenter, seconded by Brock to approve Resolution 16-33 for the road closure of a portion of West 148th Street North as presented.

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 approve Resolution 16-34 for the road vacations in Greencastle as presented.

YEA: BROCK, STEVENSON, CARPENTER

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

Stutt also presented quotes for a new track loader and they are as follows:

Bobcat	T770 T4 Bobcat Compact Track Loader	\$64,170.74
Star Equipment, LTD	Tekeuchi Radial Lift Track Loader	\$59,453.35

-continued-

Motion by Brock, seconded by Carpenter to approve the recommended quote from Bobcat for \$64,170.74.

YEA: STEVENSON, CARPENTER, BROCK

Motion by Carpenter, seconded by Brock to approve the Amended FY15/16 DOT Budget as presented.

YEA: CARPENTER, BROCK, STEVENSON

Motion by Brock, seconded by Carpenter to open the Public Hearing for the Authorization of a Loan Agreement and the Issuance of Notes.

YEA: BROCK, STEVENSON, CARPENTER

The Auditor's office has received no verbal or written comments.

Motion by Carpenter, seconded by Brock to approve Resolution 16-35 Instituting Proceedings to Take Additional Action.

YEA: BROCK, CARPENTER, STEVENSON

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

Motion by Carpenter, seconded by Brock to close the Public Hearing for the Authorization of a Loan Agreement and the Issuance of Notes.

YEA: STEVENSON, CARPENTER, BROCK

The sealed bids received:

Community Bank	3 year:	1.5%	5 year:	2.0%
First State Bank, Lynnville	3 year:	2.1%	5 year:	3.1%
Bank Iowa	3 year:	2.5%	5 year:	2.25%

Motion by Brock, seconded by Carpenter to approve Resolution 16-36, accepting the bid by Community Bank at 1/5% for 3 years/2.0% for 5 years.

YEA: CARPENTER, BROCK, STEVENSON

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

Joe Steenhoek requested the Board approve a driveway variance for his property.

Motion by Carpenter, seconded by Brock to not approve the variance, it would decrease the line of sight below the recommended distance.

YEA: STEVENSON, BROCK, CARPENTER

Motion by Carpenter, seconded by Brock to approve the fireworks permit for Darrell Batterson on 7/3/2016.

YEA: BROCK, CARPENTER, STEVENSON

Motion by Brock, seconded by Carpenter to approve Resolutions 16-37 through 16-41 for Transfer Orders: 1358, 1359, 1360, 1361, 1362 and they are as follows:

Resolution 16-37, Transfer order 1358

From Fund	To Fund	Amount
0802-Amended 28E Subfund TIF	2080 – (2007) TPI/Opus TIF	\$ 200,363.16
0801-Amended Jasper Co TIF		\$ <u>184,432.97</u>
		\$ 384,796.13

This transfer will cover the payment that will be made June 1, 2016 for debt payment on the following bond: \$4,825,000 bonds dated 11-1-2001 for the TPI/Opus Economic Development Grant.

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

Resolution 16-38, Transfer order 1359

From Fund	To Fund	Amount
0810 – Colfax Interchange TIF	2012- (2012B) Debt	\$ 65,139.82

This transfer will cover the payment that will be made June 1, 2016 for debt interest on the following bond: Refunding of GO Bonds 2012B, \$870,000, refunding of: Alpha Products, Federal Avenue & Colfax Hotel 2 Debt.

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

Resolution 16-39, Transfer order 1360

From Fund	To Fund	Amount
0810 – Colfax Interchange	2011 – (2012A)	\$ 271,625.00

This transfer will cover the payment that will be made June 1, 2016 for debt interest on the following bond: Refunding of GO Bonds 2012A, \$3,235,000, refunding of: 2001, 2006 & 2012 \$1,450,000 Debt.

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

Resolution 16-40, Transfer order 1361

From Fund	To Fund	Amount
0816 – Colfax TIF	2014 – (2013 Refunded LEC/CIP Debt)	\$ 133.23
0817 – Country Estates TIF		\$ 0.41
0818 – Galesburg TIF		\$ 347.10
0819 – Gun Club Road TIF		\$ 721.53
0820 – Ira TIF		\$ 439.41
0821 – Killduff TIF		\$ 426.12
0823 – Newburg TIF		\$ 38.64
0824 – Rock Creek Homesites TIF		\$ 332.74
0825 – Sunshine Acres TIF		\$ 0.71
0826 – Wood’s Estates TIF		\$ 229.58
		<hr style="width: 100%; border: 0.5px solid black;"/> \$ 2,669.47

This transfer will cover the payment that will be made June 1, 2016 for debt interest on the following bond: \$4,160,000 bonds dated 3-1-2005 for resurfacing roads in the unincorporated towns.

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

Resolution 16-41, Transfer order 1362

From Fund	To Fund	Amount
0810 – Colfax Interchange TIF	2012- (2012B) Debt	\$ 65,139.82

This transfer will cover the payment that will be made June 1, 2016 for debt interest on the following bond: \$1,690,000 bonds dated 2013 for LEC refunding bond.

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

Nathan Unsworth, Newton Fest Committee, requested use of the Courthouse lawn for Newton Fest on 6/11/2016.

Motion by Carpenter, seconded by Brock to approve the use of the Courthouse lawn on 6/11/16 for Newton Fest.

YEA: CARPENTER, BROCK, STEVENSON

Motion by Carpenter, seconded by Brock to approve the Board of Supervisors minutes for 5/17/2016.

YEA: STEVENSON, BROCK, CARPENTER

Supervisor Carpenter requested that Ralph McGregor of Reasnor, be appointed to the Compensation Commission.

Motion by Brock, seconded by Carpenter to appoint Ralph McGregor, Owner/OperAg, to the Compensation Commission. His term will expire 12/31/2016.

YEA: BROCK, STEVENSON, CARPENTER

Motion by Brock, seconded by Carpenter to adjourn the 5/24/2016 meeting of the Board of Supervisors.

YEA: BROCK, CARPENTER, STEVENSON

Teresa Arrowood/Deputy

Denny Stevenson/Chairman