AGENDA

Wednesday, October 14, 2015
10:00 A.M.
Formal Board Room
Jean Oxley Public Service Center
935 Second Street SW, Cedar Rapids, Iowa

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT: 5 Minute Limit
This comment period is for the public to address topics on today’s agenda.

Consent Agenda

REPORTS

RESOLUTIONS

Approve and adopt a Resolution Setting Public Hearing for Conveyance of Real Property – for property located at the SW corner of A Street SW and 21st Avenue SW, Cedar Rapids, legally described as Anderson’s (less SW 40’) Lot 1 Block 1, City of Cedar Rapids, Iowa.

Resolution approving Freeze Family Second Addition, Final Plat Case F15-0004.

CONTRACTS AND AGREEMENTS

Award bid and approve purchase order for Grasses & Forbs Seed to the following:
- Ion Exchange in the amount of $1,315.00
- Allendan Seed in the amount of $2,517.00
- Shooting Star in the amount of $9,468.80

Award bid and approve purchase order for bag seed to United Seed in the amount of $2,823.40.

Linn County Juvenile Detention Center Security Door Control Project – Approve change order number one for $9,359.63 with the Baker Group for a project total of $248,059.63.

LICENSES & PERMITS

Regular Agenda

APPROVE CONSENT AGENDA

APPROVE MINUTES
Second consideration for case JR15-0003, request of Audrey Loan, property owner, and Sarah Nolte, petitioner, to rezone property located at 7600 Macon Drive from AG (Agricultural District) to USR (Urban Services Residential District), approximately 1.63 acres.

Discuss and decide and authorize Chair to sign contract with Election Systems and Software to provide voting equipment, software and related services to Linn County.

Discuss and decide on letter of support for ImaginArt in the Alleys.

Discuss and decide on positions related to IT reorganization.

Discuss price quotations and approve the selection of a vendor to complete an appraisal of the Linn County Public Health Building, the Fillmore Building and associated property.

REPORTS -- LIAISON ASSIGNMENTS & COMMITTEE MEETINGS

LEGISLATIVE UPDATE

APPROVE CLAIMS

PUBLIC COMMENT: 5 Minute Limit
This is an opportunity for the public to address the Board on any subject pertaining to Board business.

CORRESPONDENCE

APPOINTMENTS

1:00 P.M.
Conference Rooms 1A & 1B

Strategic Planning

ADJOURNMENT

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd_supervisors@linncounty.org.
RESOLUTION ____________

SETTING PUBLIC HEARING FOR CONVEYANCE OF REAL PROPERTY

WHEREAS, Linn County, Iowa, is title holder to real property located in the City of Cedar Rapids, Iowa, legally described as:

Anderson’s (less SW 40’) Lot 1 Block 1, City of Cedar Rapids, Iowa

and

WHEREAS, the City of Cedar Rapids, Iowa has a need for and has requested that said real property be conveyed by Linn County to the City of Cedar Rapids, Iowa, and

WHEREAS, Linn County has no public purpose use for said real property and proposes to convey the property to the City of Cedar Rapids, Iowa.

WHEREAS, the Board of Supervisors finds that a public hearing should be set upon this proposed conveyance and that notice thereof should be published as required by law.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the Board of Supervisors, Linn County, Iowa, this date met in lawful session, that the public hearing on the proposal to convey the above-described real property as set forth above shall be held on the 26th day of October, 2015, at nine o’clock a.m., in the Informal Board Room, Linn County Public Service Center, 935 – 2nd Street SW, Cedar Rapids, Iowa 52404, at which time public comment will be received and the matter of whether said proposal should be approved will be determined.

BE IT FURTHER RESOLVED that notice of said public hearing shall be published in accordance with Section 331.305, Code of Iowa.
Dated at Cedar Rapids, Linn County, Iowa, this ______ day of __________, 2015.

LINN COUNTY BOARD OF SUPERVISORS

AYE: ________________________________
CHAIRPERSON

NAY: ________________________________
SUPERVISOR

ABSTAIN: ________________________________
SUPERVISOR
SUPERVISOR
SUPERVISOR

ATTEST:

___________________________________
Joel D. Miller, Linn County Auditor

STATE OF IOWA )
COUNTY OF LINN ) ss:

I, Joel D. Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board, the foregoing was duly adopted by a vote of ______ aye, ______ nay and _____ abstained from voting.

___________________________________
Joel D. Miller, Linn County Auditor

Subscribed and sworn to before me by the aforesaid on this ______ day of ____________, 2015.

___________________________________
NOTARY PUBLIC - STATE OF IOWA
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<th>PRICE PER (p.l.s.)</th>
<th>TOTAL AMOUNT</th>
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TON - 6 species $1,315.00

ALLENDAN - 10 species $2,517.00

SHOOTING STAR - 25 species $9,468.00

$13,300.00
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<th>TOTAL</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Kentucky Bluegrass - Poa pratensis</td>
<td>488</td>
<td>lbs.</td>
<td>$2.25</td>
<td>$1,098.00</td>
<td>$1.80</td>
<td>$878.40</td>
<td>$1.95</td>
<td>$951.60</td>
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<tr>
<td>2</td>
<td>Perennial Ryegrass - Lolium perenne</td>
<td>140</td>
<td>lbs.</td>
<td>$1.55</td>
<td>$217.00</td>
<td>$1.30</td>
<td>$182.00</td>
<td>$1.08</td>
<td>$151.20</td>
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<tr>
<td></td>
<td>(fine leaf variety)</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>3</td>
<td>Creeping Red Fescue - Festuca rubra</td>
<td>72</td>
<td>lbs.</td>
<td>$1.25</td>
<td>$90.00</td>
<td>$1.20</td>
<td>$86.40</td>
<td>$1.29</td>
<td>$92.88</td>
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<tr>
<td>4</td>
<td>Oats VNS - Avena sativa</td>
<td>1,240</td>
<td>lbs.</td>
<td>$0.21</td>
<td>$261.52</td>
<td>$0.30</td>
<td>$372.00</td>
<td>$0.28</td>
<td>$347.20</td>
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<tr>
<td>5</td>
<td>Grain Rye - Secale cereale</td>
<td>1,240</td>
<td>lbs.</td>
<td>$0.23</td>
<td>$287.80</td>
<td>$0.29</td>
<td>$359.60</td>
<td>$0.26</td>
<td>$316.20</td>
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<td>6</td>
<td>Canada Wildrye VNS - Elymus canadensis</td>
<td>140</td>
<td>lbs.</td>
<td>$9.50</td>
<td>$1,330.00</td>
<td>$6.75</td>
<td>$945.00</td>
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<td>debearded</td>
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<td><strong>$3,284.32</strong></td>
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<td><strong>$3,274.48</strong></td>
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JR15-0003

Proposed Rezoning

Owner: Audrey Loan

Applicant: Sarah Nolte

1.63

Property Location:
76000 Macon Drive
Background

- Both existing lots have different zoning designations (CNR and AG)

- Associated Minor Boundary Change JMBC15-0012 proposes to change the configuration of the existing lots

- Rezoning is necessary to prevent one of the proposed lots from having 2 different zoning designations
Proposed rezoning from AG to USR
## Zoning Division

### Rezoning Application

<table>
<thead>
<tr>
<th>Owner Information:</th>
<th>Applicant Information:</th>
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</thead>
<tbody>
<tr>
<td><strong>Owner</strong></td>
<td><strong>Applicant</strong></td>
</tr>
<tr>
<td>Audrey Loan</td>
<td>Sarah Notte</td>
</tr>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td>7600 Macon Drive</td>
<td>535 Timber Oak Court</td>
</tr>
<tr>
<td>Cedar Rapids IA 52411</td>
<td>Robins IA 52328</td>
</tr>
<tr>
<td>Phone</td>
<td>Phone</td>
</tr>
<tr>
<td>(319) 393-3723</td>
<td>(319) 573-3578</td>
</tr>
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<table>
<thead>
<tr>
<th>Engineer/Surveyor</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ryar Remling, Hall &amp; Hall Engineers, Inc.</td>
<td>(319) 362-9548</td>
</tr>
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<table>
<thead>
<tr>
<th>Property Information:</th>
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<tbody>
<tr>
<td><strong>Property Address</strong></td>
<td>7600 Macon Drive</td>
</tr>
<tr>
<td>or Address Range (block)</td>
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<tr>
<td>Brief legal(s)</td>
<td>SW NE Sec 26-84-8</td>
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<td>(Sec./Twp./Range)</td>
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<tr>
<td>GPN(s)</td>
<td>122615100400000 and 122615100500000</td>
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<tr>
<td>Rural Land Use Plan Map Designation</td>
<td>Metro Urban Service Area</td>
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<tr>
<td><strong>Current Zoning</strong></td>
<td>AG</td>
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<tr>
<td><strong>Total Acres</strong></td>
<td>1.63 Acres</td>
</tr>
<tr>
<td><strong>Proposed Zoning</strong></td>
<td>USR</td>
</tr>
</tbody>
</table>

A written report shall be submitted with this application, per Article 4, Section 4.2 (vii) of the Unified Development Code (see attached pages of this application)

A formal pre-application meeting is required prior to submitting this application.

Pre-app mtg. date: ________________ Staff present: ________________

The undersigned is/are the owner(s) of the described property on this application, located in the unincorporated area of Linn County, Iowa, assuring that the information provided herein is true and correct. I hereby give my consent for the office of Linn County Planning and Development to conduct a site visit and photograph the subject property.

This development is subject to and shall be required, as a condition of final development approval, to comply with all Unified Development Code policies, requirements, and standards that are in effect at the time of final development approval.

Owner: Audrey Loan  
Date: 7-23-15

Applicant: Sarah Notte  
Date: 7/23/15

Case #: 1615-0003  
Receipt #: 28408  
Date Received: 8-10-15
CASE # JR15-0003
EXECUTIVE SUMMARY
REZONING
STAFF CONTACT: STEPHANIE LIENTZ

OWNERS/APPLICANT INFORMATION

OWNER/APPLICANT: Audrey Loan  Sarah Nolte
MAILING ADDRESS: 7600 Macon Dr.  535 Timber Oak Ct.
                          Cedar Rapids, IA  52411  Robins, IA  52328
PROPERTY ADDRESS: 7600 Macon Dr.

REQUEST

This applicant is requesting to rezone 1.63 acres from the AG (Agricultural) zoning district to the USR (Urban Service Residential) district. This 1.63 acres is part of proposed Lots 1 and 2 of an associated Minor Boundary Change (JMBC15-0012). The proposed rezoning will avoid the creation of parcels with two zoning districts.

OUTSTANDING ISSUES AND STANDARDS FOR APPROVAL

This proposal meets the standards for approval per Article 4, Section 4 and Article 4, Section 6 of the Linn County Unified Development Code (UDC). This rezoning is not subject to MLS or LESA per Article 4, Section 6 § 1(c).

STAFF RECOMMENDATION

Staff recommends approval subject to the conditions of the staff report.
STAFF REPORT
REZONING
JR15-0003
Planning and Zoning Commission Meeting: September 21, 2015
Board of Supervisors First Consideration: October 5, 2015

PROPERTY INFORMATION:

MAP DESIGNATION: MUSA (Metro Urban Service Area)

CURRENT ZONING: AG (Agricultural)

SURROUNDING LAND USES AND ZONING
- North – Agricultural, AG
- South – Agricultural, AG
- East – Residential, USR; 3 single-family dwellings
- West – Agricultural, AG

PLAT SIZE: 1.63 acres

FORMAL PRE-APPLICATION MEETING:
The surveyor met with staff on July 1, 2015.

MLS AND LESA REQUIREMENTS:
Article 4, Section 6, §(1) states, “A LESA analysis shall be required for all development proposals where a rezoning or subdivision of land is proposed. Exceptions to this shall include:

(c) Rezoning of land to correct a situation that would otherwise result in a parcel with more than one zoning district classification;

Due to the fact that the proposed rezoning is necessary to avoid creating a parcel with more than one zoning district classification, MLS and LESA are not required to be met.
**FINDINGS OF FACT:**

1. Audrey Loan is the owner of the subject property, which is generally described as part of Lot 2 of Kaske First Addition excepting Kaske Third Addition, and contains approximately 1.63 acres, as shown on the Linn County plat maps.

2. The property is currently zoned AG (Agricultural) district.

3. The property is designated as MUSA (Metro Urban Service Area) on the Rural Land Use Map.

4. A development application was received on August 10, 2015. The application is to rezone the subject property from AG (Agricultural) to USR (Urban Service Residential) to prevent dual zoning on two parcel.

5. The property is currently vacant, and does not have access to a road.

**CONCLUSIONS OF LAW:**

**Animal feeding operations separation distance requirements.** At the time of application, any proposed development that is located near an Iowa Department of Natural Resources (IDNR) permitted animal feeding operation shall be separated by the distance required for the type of structure as provided for in Appendix C of the Unified Development Code.

   **Analysis:** The nearest IDNR permitted animal feeding operation lagoon, manure storage facility or confinement building is approximately 10.74 miles from the proposed development area as measured from aerial photography.

   **Conclusion:** The requirements of Appendix C of the Unified Development Code appear to be met by the proposed development.

Article 4, Section 5, §5, **Additional Standards for Review** of the UDC states that any proposed development must be consistent with the Comprehensive Plan, the purposes and intent of the UDC and the supplemental policies, requirements and standards of the UDC, including but not limited to:

(a) **The proposed development is not detrimental to existing agricultural uses.**

   **Analysis:** There is no agricultural production on the subject property.

   **Conclusion:** Based on the above analysis, the proposed development is not detrimental to existing agricultural uses.

(b) **The proposed development will be served by adequate public facilities and services as set forth in a development agreement.**

   **Analysis:** The rezoning is in conformance with Article 4, Section 6, of the Unified Development Code and is not subject to the Minimum Levels of Service (MLS) requirements of the UDC, and no development agreement is necessary.

   **Conclusion:** The proposal is in conformance with this provision of the UDC.
(c) The proposed development will not degrade significant environmental, ecological or natural resources.

Analysis: No threatened and endangered species, steep slopes or wetlands were identified on the site and the parcel is not located within the flood hazard area. No development is planned for this parcel.

Conclusion: Based on the above analysis, the proposed development will not degrade significant environmental, ecological or natural resources.

(d) The proposed development achieves densities and uses in agricultural areas, critical natural resource areas, rural residential development areas and urban service areas as designated in the Comprehensive Plan.

Analysis: The subject parcel is 1.63 acres in size and will be included in two lots of 1.00 and 10.57 acres in associated Minor Boundary Change case JMBC15-0012. The 10.57 acre parcel already contains a single-family dwelling, and an additional dwelling can be constructed on the 1.00 acre parcel.

Conclusion: The proposal is in conformance with this provision of the UDC.

ALTERNATIVES:
The following alternatives may be considered:
1. Recommend approval of the proposal subject to conditions.
2. Recommend denial of the proposal.
3. Refer the proposal back to the applicant for additional review / information.

STAFF RECOMMENDATION:
Staff recommends Alternative 1, approval, as the proposed rezoning meets all applicable development standards in the UDC, and appears to be in compliance with the Comprehensive Plan.

IT IS THE RESPONSIBILITY OF THE APPLICANT TO COMPLETE ALL CONDITIONS, AS OUTLINED IN THIS STAFF REPORT, PRIOR TO FINAL APPROVAL OF THE CASE. IF YOU HAVE QUESTIONS REGARDING A CONDITION, CONTACT THE DEPARTMENT UNDER WHICH THAT CONDITION IS LISTED. THE CONTACTS’ NAMES AND PHONE NUMBERS ARE LISTED BELOW. ITEMS IN THE COMMENTS SECTION ARE NOT A REQUIREMENT TO BE MET PRIOR TO APPROVAL. THEY ARE INTENDED TO INCREASE YOUR KNOWLEDGE AND AWARENESS OF ISSUES THAT MAY POSSIBLY EXIST ON THE PROPERTY.

LINN COUNTY ENGINEERING DEPARTMENT
STEVE GANNON, COUNTY ENGINEER, 892-6407

1. No conditions to be met.
IOWA DEPARTMENT OF TRANSPORTATION
JOEL KEIM, ENGINEERING OPERATIONS TECHNICIAN, 730-1533

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT
SUE ELLEN HOSCH, ENVIRONMENTAL SPECIALIST, 892-6033

1. No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE
JON GALLAGHER, LINN COUNTY SOIL CONSERVATIONIST
JOHN BRUENE, DISTRICT CONSERVATIONIST, 377-5960 x3

1. No conditions to be met.

LINN COUNTY CONSERVATION DEPARTMENT
DENNIS GOEMAAT, 892-6450

1. No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
MIKE GOLDBERG, 363-2671

1. No conditions to be met.

LINN COUNTY 911 COORDINATOR
WILLIAM MAU, 892-5109

1. No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION
STEPHANIE LIENTZ, PLANNER, 892-5130

1. Various revisions to the site plan and final plat.

2. Prior to close of the Board of Supervisors’ public hearing, the owner must sign an “Acceptance of Conditions” form. The “Acceptance of Conditions” form states that the owner understands and agrees to comply with the agreed upon conditions as negotiated or required by the Board of Supervisors. It is strongly recommended that the owner meet with the Planning and Development staff to review the conditions of the rezoning.

3. Prior to approval of the final plat, the landowner shall sign an “Agricultural Land Use Notification” form that has been provided by the Zoning Administrator. The landowner shall insure that such notification shall be attached
to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article 5, Section 1, § 8 of the Unified Development Code.

4. Rezoning will be finalized when the plat bound copies are ready to be approved by the Linn County Board of Supervisors, including a development agreement as appropriate.

5. JR15-0003 must be recorded prior to recording related case JMBC15-0012.

6. Final plat bound copies must be approved on or before September 21, 2016 or this rezoning will become null and void.
View north from Macon Dr of existing dwelling on proposed Lot 1
View northwest
Looking southwest at proposed Lot 2
Looking south on Crystal Creek Road
Looking west @ proposed Lot 2 from Rosedale Road
Looking west on Wells Lane from drive.
Looking southeast
### Sales Order Agreement

**Customer Name:** Linn County, Iowa  
**Customer Contact:** Tim Box  
**Phone Number:** (319) 892-5313

**Item** | **Description** | **Qty** | **Price** | **Total** |
--- | --- | --- | --- | --- |
1 | DS200 | 86 | $5,750.00 | $494,500.00 |
2 | DS200 | 4 | $5,750.00 | $23,000.00 |
3 | DS200 | 30 | $105.00 | $3,150.00 |
4 | DS850 | 1 | $111,500.00 | $111,500.00 |
5 | Other | 1 | Included | Included |
6 | Installation | 1 | Included | Included |
7 | ExpressVote | 90 | $3,500.00 | $315,000.00 |
8 | Other | 90 | Included | Included |
9 | Software | 1 | $35,850.00 | $35,850.00 |
10 | Services | 1 | Included | Included |
11 | Services | 1 | Included | Included |
12 | Services | 5 | Included | Included |
13 | Trade-In Allowance | 1 | ($159,170.00) | ($159,170.00) |
14 | Shipping | 1 | $2,000.00 | $2,000.00 |

**Order Subtotal:** $825,830.00  
**Discount:** $ -  
**Order Total:** $825,830.00

**Trade-In Equipment:**  
Customer is responsible for preparing and packaging the trade-in equipment for shipment. ES&S will coordinate and pay for the pickup of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties.

**Special Note:** ES&S agrees to provide Customer with one (1) additional DS850 for the Customer's use in its elections at no additional cost. The additional DS850 unit shall reside at the Customer's location; however, title to the additional DS850 shall, at all times, remain with ES&S. The use of the additional DS850 shall be governed by the terms and conditions set forth herein.

**Payment Terms:**  
100% of Order Total due on or before July 2016.  
Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

**Warranty Period (Years):** One (1) Year After Equipment Delivery  

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SEE GENERAL TERMS AND CONDITIONS
GENERAL TERMS

1. Purchase/License Terms. Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment Software (as defined on the reverse side, and ES&S Software are set forth on the reverse side). Title to the ES&S Equipment and ES&S Software are set forth on the reverse side. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the reverse side for the ES&S Equipment. A breach of the Agreement prior to the expiration of the Initial Term for the ES&S Equipment is included in the cost of the ES&S Equipment.

2. Grant of Licenses. Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time employees to use the ES&S Equipment and ES&S Software which is delivered as part of the ES&S Equipment (“ES&S Firmware”), and related Documentation in the Jurisdiction while Customer is in possession of such equipment and/or software, and such use shall be for the purposes of defining and conducting elections and tabulating and reporting election results in Customer’s jurisdiction. The licenses granted in Section 2 do not permit Customer to access or in any way use the source code for the ES&S Software or ES&S Firmware.

3. Prohibited Uses. Customer shall not take any of the following actions with respect to the ES&S Software, ES&S Firmware or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, the source code or the structural framework for part or all of the ES&S Software or ES&S Firmware;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software, ES&S Firmware or Documentation, in whole or in part, to or by any third party without ES&S prior written consent; or

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

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

4. Term of Licenses. The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software, ES&S Firmware and/or Documentation described in Section 1 and shall continue for a one-year period (the “Initial Term License”). Upon expiration of the Initial Term License, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a “Licence Renewal Term”) upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Schedule A-1. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either license, Customer shall return all ES&S Software and 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.

5. Updates. During the Initial Term License or any Licence Renewal Term, ES&S may provide updates, 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) provide maintenance and support on the ES&S Software and related Documentation for the purposes of operating the ES&S Equipment and solely for the purposes of the failure of the 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 Updates, or (z) Customer’s elections not to receive, or to terminate, the hardware maintenance services or software maintenance and support.

6. Delivery: Risk of Loss. The Estimated Delivery Dates set forth on the reverse side are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the Equipment and Software shall pass to Customer when such items are delivered to Customer’s designated location. Upon transfer of title to the Equipment or Software, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the Equipment and Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. Warranty. ES&S Equipment/ES&S Software. ES&S warrants that for a 1-year period (the “Warranty Period”), it will repair or replace any component of the Equipment or Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) the Equipment or Software is not delivered in good order. The Warranty 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 printing papers, ribbon printers, paper rolls, batteries, removable media storage devices, POMICA cards or marking devices. Any repaired or replaced item of Equipment or Software shall be warranted only for the unexpired portion of the Warranty Period. Any repaired or replaced components of the Equipment or Software will become the property of ES&S. This warranty is effective provided that (i) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the Equipment or Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the Equipment or Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, improper installation, or operation, or any outside forces, or by ES&S or 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 limitations or any force majeure in which ES&S has installed and is using the most recent update, or the second most recent update, provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range acceptable to ES&S, (ii) have been mishandled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty maintenance and support are set forth on Exhibit A.

8. Exclusion of Implied Warranties. All other warranties, whether written or oral, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose, are hereby disclaimed by ES&S.

9. Proprietary Rights. Customer acknowledges and agrees as follows: ES&S owns the Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment, ES&S Software and ES&S Firmware and all other technical information associated with the ballots to be used with the Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S. ES&S reserves all rights in and to the value of these items. ES&S shall use all reasonable efforts to ensure that its and ES&S’ Software and the related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights resulting from the use of an item that are set forth on the Equipment or Software or the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. Indemnification. 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 any other persons under its authority or control (“Customer’s Representatives”) of any 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 any third party’s copyright, trademark or patent existing as of the date hereof (a “Third Party Infringement Claim”) resulting from each: (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 or any other persons under its authority or control (“Customer’s Representatives”) of any item of ES&S Equipment or ES&S Software;

c. Personal injury (including death) or property damage that is caused by any negligent or willful misconduct of Customer or its employees or any other persons under its authority or control (“Customer’s Representatives”);

d. Customer’s election not to receive, or to terminate, Hardware Maintenance Services or Software 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 10, 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.

11. Termination. This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notice thereof from the non-breaching party.

12. Disputes. a. Payment of Undisputed Amounts. In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due to ES&S for products or services provided by ES&S, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. Remedies for Past Due Amounts. In the event that ES&S makes payment to ES&S is past due for more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer’s payment is past due for more than 60 days and is undisputed, ES&S may, in its sole discretion, (i) terminate this Agreement, (ii) cease providing products or services to the customer and remove the Equipment and Software from the location, and (iii) declare the outstanding amount due immediately payable, enter the premises where the Equipment is located and remove it. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at the rate of 1% per month. To the extent of one and one-half percent per month or the maximum rate allowed by applicable law for each month or portion thereof during which it remains unpaid.

13. Notice. 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 transfer 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 unreasonably 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.

14. Compliance with Laws. In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations. In addition, ES&S warrants to Customer that, at the time of delivery, the Equipment and Licensed Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer’s state. ES&S further warrants that during the Warranty Period and thereafter so long as Customer is subscribing and paying for Maintenance and Support Services, the Equipment and Licensed Software shall be maintained or upgraded by ES&S in such a way as to remain compliant with all applicable state election laws and regulations. “Maintained or upgraded” shall mean only such changes to individual items of the Licensed Software (but not Equipment) as are technologically feasible and commercially reasonable. Customer shall be solely responsible for the cost of any replacements, retrofits or modifications to the Equipment contracted for herein that may be developed and offered by ES&S in order for such Equipment to remain compliant with applicable laws and regulations. Customer shall also be solely responsible for the cost of any third party items that are required in order for the Equipment and/or Licensed Software to remain compliant with applicable laws and regulations.

15. State Recertifications. In the event that any future state certifications or recertifications are required that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the Licensed Software and/or Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) the total cost of any third party items that are required in order for the Equipment and/or Licensed Software to remain certified;

(ii) Customer’s pro-rata share of such future state certification or recertification costs; and

(iii) Customer’s pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the Equipment and/or Licensed Software that may result from such future state certifications or recertifications.

Customer’s pro-rata share of the costs included under subsections 15(ii) and 15(iii) above shall be determined at the time by dividing the number of registered voters in Customer’s jurisdiction by the total number of registered voters in all counties in Customer’s state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement.

16. 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 all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace 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 Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit 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. 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 Sections 1-5, 7(b), 8-10, 12(b), 13-16 these General Terms shall survive the termination of this Agreement, to the extent applicable.
EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the “Initial Term”). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **Two-Year Periods** (each a “Renewal Period”) until this Exhibit A is 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 thirty (30) 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 Exhibit A, 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 Exhibit A. The termination of this Exhibit A 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 Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S’ agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. The Hardware Maintenance and Software License, Maintenance and Support Fees for any Renewal Period shall be the then current fees in effect and are 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 Exhibit A. 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 Exhibit A 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 Schedule A1 (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 Schedule A1 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. ES&S will attempt to resolve all Product matters via ES&S’ help desk. If ES&S is unable to resolve a Product matter via ES&S’ help desk, ES&S will schedule a date and time with the Customer for an ES&S Field Services technician to come on-site to resolve the Product matter. Such schedule shall be dependent upon the timeframe in which the Customer's next scheduled election is scheduled to occur. If a Product malfunctions during an election and ES&S is unable to repair the Product during such election, ES&S may request that such Product be taken out of service until ES&S is able to repair or replace the Product. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as “Repair Services”. To the extent possible, 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 14 days after the occurrence of a force majeure event as set forth herein, 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 Schedule A1.

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. Notwithstanding the foregoing, and after completion of software training and equipment operations training provided by ES&S, Customer shall have the ability to do the following:

1. Install firmware and application software;
2. Make changes to date and time settings;
3. Change consumable items (i.e., paper rolls)
4. Clean scanner read heads.

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**

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance
with the license terms set forth in Sections 2-4 of the General Terms as well as 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 License, Maintenance and Support services provided by ES&S and each party’s obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

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 Exhibit A. 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 Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support 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 Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. 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 Exhibit A.

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.
### Summary:

<table>
<thead>
<tr>
<th>Description</th>
<th>Refer To</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ES&amp;S Hardware Maintenance Fees</td>
<td>ES&amp;S Hardware Maintenance Description and Fees Below</td>
<td>$40,880.00</td>
</tr>
<tr>
<td>ES&amp;S Software License, Maintenance and Support Fees</td>
<td>ES&amp;S Software License, Maintenance and Support Description and Fees Below</td>
<td>$71,700.00</td>
</tr>
<tr>
<td>ES&amp;S Firmware License, Maintenance and Support Fees</td>
<td>ES&amp;S Firmware License, Maintenance and Support Description and Fees Below</td>
<td>$27,300.00</td>
</tr>
</tbody>
</table>

**Total Maintenance Fees for the Initial Term:** $139,880.00

### Terms & Conditions:

**Note 1:**
Any applicable state and local taxes are not included, and are the responsibility of Customer.

**Note 2:**
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.
## ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: (Expiration of the Warranty Period through the second anniversary thereof)

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Coverage Period</th>
<th>Annual Maintenance Fee Per Unit</th>
<th>Maintenance Fee In Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>90</td>
<td>Model DS200 Digital Image Scanner</td>
<td>Year 1</td>
<td>$125.00</td>
<td>$11,250.00</td>
</tr>
<tr>
<td>1</td>
<td>Model DS850 High Speed Digital Image Scanner</td>
<td>Year 1</td>
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<td>90</td>
<td>ExpressVote Unit</td>
<td>Year 1</td>
<td>$75.00</td>
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<td><strong>Total Maintenance Fees for Year 1</strong></td>
<td></td>
<td></td>
<td><strong>$20,440.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Coverage Period</th>
<th>Annual Maintenance Fee Per Unit</th>
<th>Maintenance Fee In Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>90</td>
<td>Model DS200 Digital Image Scanner</td>
<td>Year 2</td>
<td>$125.00</td>
<td>$11,250.00</td>
</tr>
<tr>
<td>1</td>
<td>Model DS850 High Speed Digital Image Scanner</td>
<td>Year 2</td>
<td>$2,440.00</td>
<td>$2,440.00</td>
</tr>
<tr>
<td>90</td>
<td>ExpressVote Unit</td>
<td>Year 2</td>
<td>$75.00</td>
<td>$6,750.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Maintenance Fees for Year 2</strong></td>
<td></td>
<td></td>
<td><strong>$20,440.00</strong></td>
</tr>
</tbody>
</table>

|     | **Total Hardware Maintenance Fees for the Initial Term** | $40,880.00 |

**Note 1:** The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period 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: Linn 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 Schedule A1 shall automatically renew as set forth in Article I, Section 1.

**Hardware Maintenance Services Provided by ES&S Under this Schedule A1**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
   - Onsite scheduled maintenance inspection per Article II, Section 1(a). 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 parts 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 ES&S Equipment.

Update of maintenance records which are kept by serial number and available to the Customer through the Customer’s ES&S Web-based portal.

5. Repair Services.

- Customer will receive coverage for interim repair calls.
  - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer’s location if such repairs 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.


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

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Coverage Period</th>
<th>Software License, Maintenance and Support Fee In Total</th>
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<tbody>
<tr>
<td>1</td>
<td>ElectionWare – PYO Standard</td>
<td>Year 1</td>
<td>$35,850.00</td>
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<tr>
<td>1</td>
<td>ElectionWare – PYO Standard</td>
<td>Year 2</td>
<td>$35,850.00</td>
</tr>
</tbody>
</table>

Total Software License, Maintenance and Support Fees for the Initial Term $71,700.00

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

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Coverage Period</th>
<th>Annual Firmware License, Maintenance and Support Fee Per Unit</th>
<th>Firmware License, Maintenance and Support Fee In Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>90</td>
<td>Model DS200 Digital Image Scanner</td>
<td>Year 1</td>
<td>$75.00</td>
<td>$6,750.00</td>
</tr>
<tr>
<td>1</td>
<td>Model DS850 High Speed Digital Image Scanner</td>
<td>Year 1</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>90</td>
<td>ExpressVote Unit</td>
<td>Year 1</td>
<td>$60.00</td>
<td>$5,400.00</td>
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</table>

Total License, Maintenance and Support Fees for Year 1 $13,650.00

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Coverage Period</th>
<th>Annual Firmware License, Maintenance and Support Fee Per Unit</th>
<th>Firmware License, Maintenance and Support Fee In Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>90</td>
<td>Model DS200 Digital Image Scanner</td>
<td>Year 2</td>
<td>$75.00</td>
<td>$6,750.00</td>
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<tr>
<td>1</td>
<td>Model DS850 High Speed Digital Image Scanner</td>
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<tr>
<td>90</td>
<td>ExpressVote Unit</td>
<td>Year 2</td>
<td>$60.00</td>
<td>$5,400.00</td>
</tr>
</tbody>
</table>

Total License, Maintenance and Support Fees for Year 2 $13,650.00

Total Firmware License, Maintenance and Support Fees for the Initial Term $27,300.00

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 obtain pre-approval in writing from ES&S before making changes that would require the customer to open the unit; with the exception of access needed to change consumables and to clean scanner read heads.
   - 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.
October 14, 2015

To Whom It May Concern:

On behalf of the Linn County Board of Supervisors, I am writing this letter in support of the ImaginArt in the Alleys.

ImaginArt in the Alleys complements the mission of Uptown Marion, which is to drive continued revitalization, growth and preservation of historic character through appropriate design, promotion and economic strategies that improve our community.

Located in the heart of Marion’s historic commercial district, the ImaginArt in the Alleys project will transform underutilized alleys to create a vibrant sense of place for our community, businesses and visitors to gather and enjoy. In addition, it will help provide an alternative route for customers to enter businesses during Marion’s upcoming streetscape project.

ImaginArt in the Alleys will play a pivotal role in the revitalization of Uptown Marion, as it will help drive economic development and tourism through the arts. In addition, we believe the project will strengthen Marion’s partnership in Iowa’s Creative Corridor and be a regional draw for businesses and visitors to experience. The Board of Supervisors is supporting ImaginArt in the Alleys with $75,000 of support for infrastructure.

Thank you for your time and consideration. Please call us if you have any questions.

Best regards,

Linda Langston, Chair
Linn County Board of Supervisors