

The Board of Supervisors met on 2/17/26 at 10:00 a.m. in the Story County Administration Building. Linda Murken, Latifah Faisal, and Lisa Heddens, with Murken presiding. (all audio of meetings available at storycountyiowa.gov); any resolution is effective upon signature and can be inspected during business hours, Monday-Friday, 8-4:30, at 900 6th Street, Nevada, Iowa)

ADOPTION OF AGENDA: Heddens moved, Faisal seconded adopting the agenda as listed. Motion carried unanimously (MCU) on a roll call vote.

MINUTES: 2/10/26 Minutes – Faisal moved, Heddens seconded approving the Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 3/9/26, in a) Attorney's Office for Brecklyn Carey @ \$3,611.93/bw 2) pay adjustment, effective 2/22/26, in a) Attorney's Office for Theron Christensen @ \$3,889.65/bw b) General Assistance for Wendy Schmitz @ \$31.95/hr. Heddens moved, Faisal seconded approving the Personnel Actions as presented. Roll call vote. (MCU)

Faisal moved, Heddens seconded approving the Consent Agenda as presented.

1. Federal-Aid Agreement for Project No. BROS-C085(190)--8J-85, a County Highway Bridge Project
2. 28E Agreement for Alcohol Product Enforcement in compliance with *Code of Iowa* Chapter 123 between the Iowa Department of Revenue (IDR) and the Story County Sheriff's Office, effective 1/23/26-6/30/26
3. Cash Rent Farm Lease Amendment for the Deppe Family Conservation Area for 2026
4. Change Order No. 6 for Heart of Iowa Nature Trail (HOINT) Paving for Phases 4, 5, 6, and 7A with Wicks Construction Inc. for -\$58,401.14 (project credit)
5. Utility Permit #26-8760

Roll call vote. (MCU)

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: All Board members reported on multiple items.

Heddens moved, Faisal seconded to adjourn at 10:06 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
Administration Building, 900 6th St., Nevada, IA
2/17/26

1. SPECIAL NOTE TO THE PUBLIC: - This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

Members of the public can participate by using the information below:

To join the zoom meeting by computer, tablet, smartphone :

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join.

[HTTPS://US02WEB.ZOOM.US/J/84805508697?](https://us02web.zoom.us/j/84805508697?pwd=2YHCFNMLRKFA99LBIS8CJ6BETSZNP.1)

[PWD=2YHCFNMLRKFA99LBIS8CJ6BETSZNP.1](https://us02web.zoom.us/j/84805508697?pwd=2YHCFNMLRKFA99LBIS8CJ6BETSZNP.1)

Webinar ID: 848 0550 8697

Passcode: 646002

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+13017158592,,84068041164# US (Washington DC)

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Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or

+1 646 931 3860 or +1 929 205 6099 or +1 360 209 5623 or +1 386 347 5053 or +1 507

473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000

or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799

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2. CALL TO ORDER: 10:00 A.M.

3. PLEDGE OF ALLEGIANCE:

4. ADOPTION OF AGENDA:

5. PUBLIC COMMENT #1:

This comment period is for the public to address topics on today's agenda

6. AGENCY REPORTS:

7. CONSIDERATION OF MINUTES:

8. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms

Department Submitting Auditor

Documents:

ACTION FORM.PDF

9. CONSENT AGENDA:

(All items listed under the consent agenda will be enacted by one motion. There will be

no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.)

I. Consideration Of Federal-Aid Agreement Project No. BROS-C085(190)–8J-85 County Highway Bridge Project Program

Department Submitting Engineer

Documents:

FED AID BROS C085 190 8J 85.PDF

II. Consideration Of 28E Agreement For Alcohol Product Enforcement Effective 1/23/2026 - 6/30/2026

Department Submitting Sheriff

Documents:

28E IDR.PDF

III. Consideration Of Cash Rent Farm Lease Amendment

Department Submitting Conservation

Documents:

DEPPE FARM LEASE CHANCE FLYNN.PDF

IV. Consideration Of Change Order No. 6 For Heart Of Iowa Nature Trail Paving Project Phases 4-7a For (\$58,401.14) With Wicks Construction, Inc

Consent

Department Submitting Conservation

Documents:

HOINT WICKS CONST CO 6.PDF

V. Consideration Of Utility Permit #26-8760

Department Submitting Engineer

Documents:

UT 26 8760.PDF

10. PUBLIC HEARING ITEMS:

11. ADDITIONAL ITEMS:

12. DEPARTMENTAL REPORTS:

13. OTHER REPORTS:

14. UPCOMING AGENDA ITEMS:

15. PUBLIC COMMENT #2:

Comments from the Public on Items not on this Agenda. The Board may not take any Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

16. LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:

17. ADJOURNMENT:

Story County strives to ensure that its programs and activities do not discriminate on the basis of race, color, national origin, sex, age or disability. Persons requiring assistance, auxiliary aids or services, or accommodation because of a disability may contact the county's ADA coordinator at (515) 382-7204.

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a County Highway Bridge Program Project**

RECIPIENT: Story County

Project No: BROS-C085(190)—8J-85

Iowa DOT Agreement No: 1-26-HBPS-003

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Story County, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the County Highway Bridge Program (HBP). In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and Local Systems Instructional Memorandum [1.100](#), the DEPARTMENT agrees to provide County HBP funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Jenifer Bates, and the Local Systems Central Region Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 315820
 - B. Location: On 710th Avenue over Middle Minerva Creek
 - C. Preliminary Estimated Total Eligible Construction Costs: \$600,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Within the eligible project construction limits, eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from County HBP funds. The RECIPIENT shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to County HBP funds that are made available to counties through the HBP Funds outlined in Local Systems Instructional Memorandum [1.100](#) in place at the time of this agreement being fully executed.
7. The RECIPIENT shall pay for all project costs not reimbursed with Highway Bridge Program funds.

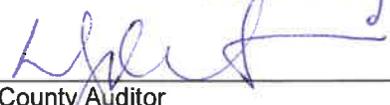
8. The RECIPIENT shall let the project for bids through the DEPARTMENT.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
11. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
12. The project shall be let to contract within 3 years of the date this agreement is approved by the DEPARTMENT. If not, this agreement may become null and void, unless the RECIPIENT submits a written request for extension to the DEPARTMENT at least 30 days prior to the 3-year deadline. If approved, this agreement may be extended for a period of time as determined by the DEPARTMENT, but not less than 6 months.
13. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: Story County

This agreement was approved by official action of the Story County Board of Supervisors in official session on the

17 day of February, 2026



County Auditor



Chair, Board of Supervisors

Recommended for approval by:

 2-11-26

Darren R Moon, P.E. Date

IOWA DEPARTMENT OF TRANSPORTATION
Transportation Development Division

By _____
Brian J. Catus, P.E.
Local Systems Field Engineer
Central Region

Date _____, _____

EXHIBIT 1
General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

1. General Requirements

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the DEPARTMENT.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the [Iowa DOT Design Manual](#).
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. When the DEPARTMENT will pay initial project costs and credit those accounts from which initial costs were paid, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.

- iii. The DEPARTMENT's [DBE program](#), as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming and Federal Authorization

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. The RECIPIENT must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous funding activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the RECIPIENT knows in advance that funding activity will not occur for nine months or more, the DEPARTMENT's Contract Administrator needs to be notified to determine if programming or authorization of funds can be adjusted or other options can be explored.
- c. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- d. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in [I.M. 1.200](#), Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Design

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location

approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.

- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.
- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

5. Right-of-Way, Railroads and Utilities

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau [Local Public Agency Manual](#). The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. Acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in [I.M. 3.670](#), Work on Railroad Right-of-Way and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the DEPARTMENT'S [Policy for Accommodating Utilities on the County and City Non-Primary Federal-aid Road System](#) for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT'S [Policy for Accommodating and Adjustment of Utilities on Primary Road System](#). The RECIPIENT should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.

- ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
- iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents in Doc Express.
- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process - Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification ([Form 730002](#)) to the DEPARTMENT in accordance with [I.M. 3.710](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract execution.

7. Construction

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#), Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

8. Reimbursements

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly. The RECIPIENT shall follow [I.M. 6.020](#) Payment and Reimbursement Processes for requesting reimbursement.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable

and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

- d. Reimbursement claims shall be submitted on forms identified by the DEPARTMENT along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.
- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in [I.M. 6.110](#), Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. The RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

28E AGREEMENT FOR ALCOHOL PRODUCT ENFORCEMENT

This 28E Agreement for Alcohol Enforcement ("Agreement") is between the Iowa Department of Revenue ("IDR"), and ("Department"). IDR and the Department may be referred to individually as a "Party" or together as the "Parties." The "Effective Date" of this Agreement shall mean the last date, as indicated in Section 13 (Execution), on which Agreement is formally executed by duly authorized representatives of the Parties. The Parties agree as follows:

SECTION 1. IDENTITY OF PARTIES

- 1.1 **IDR.** IDR is an agency of the State of Iowa and is authorized, pursuant to Iowa Code section 123.4, to administer and enforce Iowa's alcoholic beverage control laws. IDR's address for the purpose of this Agreement is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.
- 1.2 **Department.** The Department operates a duly-recognized Iowa law enforcement agency. The Department's address is: 1315 S B AVE NEVADA IA 50201-2806.

SECTION 2. PURPOSE. The Parties have entered into this Agreement for the purpose of providing and funding alcoholic beverage enforcement in compliance with Iowa Code chapter 123.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2026, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code section 28E.8, IDR shall electronically file the Agreement with the Iowa Secretary of State, after the Parties have executed the Agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 Responsibilities of the Department.

5.1.1 Local Alcohol Enforcement. The Department shall provide alcoholic beverage enforcement of Iowa Code section 123.49(2)(h).

5.1.2 Compliance Checks.

5.1.2.1 "Compliance Check" or "Compliance Checks" means activity to enforce alcoholic beverage control laws in accordance with Iowa Code section 123.49(2)(h) within the jurisdiction of the Department, or additional jurisdictions upon prior agreement of the Parties. IDR shall provide the Department, via the law enforcement GovConnectIowa portal, the location of each retail alcohol license/permit holder subject to a Compliance Check by the Department.

5.1.2.2 The Department shall perform Compliance Checks at licensed retail alcohol locations during the term of the Agreement. IDR will provide the Department with any minimum or maximum number of Compliance Checks to be performed within the jurisdiction of the Department, a list of locations that have passed Compliance Checks within the last year, and any locations IDR has predetermined require Compliance Checks. Parties recognize that alcoholic beverage products are age-restricted pursuant to Iowa Code section 123.47. Compliance Checks may be conducted at any retailer that sells alcoholic beverage products. Compliance Checks are to be facilitated by an Iowa certified Peace Officer who has Peace Officer powers within the State of Iowa.

5.1.2.3 IDR will not compensate the Department for Compliance Checks performed on a location that has passed a Compliance Check in the current or previous calendar year, or otherwise indicated by IDR as a location for which Compliance Checks will not be compensated.

5.1.2.4 This Agreement is a stand-alone alcohol enforcement effort and shall not be combined with any other 28E agreements between the Department and IDR, or any other parties.

5.1.2.5 **The Department shall not begin to conduct any retailer Compliance Checks until January 23, 2026.**

5.1.2.6 Compliance Checks shall be completed and submitted for reimbursement to IDR by June 30, 2026. The Department should try to complete a Compliance Check of all seasonal businesses (e.g., winter businesses like ski areas or spring/summer businesses like golf courses, marinas, and bait shops) before the businesses close for the season, but not before January 23, 2026.

5.1.2.7 The Department may conduct a second Compliance Check on any retailer that is found to be non-compliant during the first Compliance Check. The second Compliance Check on the non-compliant retailer shall be completed and submitted for reimbursement to IDR no later than June 30, 2026, to receive payment by IDR under this Agreement.

5.1.2.8 Department shall criminally ticket clerks that fail Compliance Checks.

5.1.2.9 The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code section 123.49(2)(h) to a license/permit holder or employee of a license/permit holder, the Department must notify IDR of the date, time, and location where the offense was committed. The Department shall report Compliance Checks in a Compliance Check Report as described in Section 5.1.6, and send a copy of any citations to IDR's designated Contact Person.

5.1.2.10 If the Department fails to complete Compliance Checks or fails to submit reimbursement for Compliance Checks to IDR by June 30, 2026, IDR will consult with

the Department to establish an agreed upon execution plan. In the event that the Department fails to execute the agreed upon plan, the Department agrees that IDR may authorize other law enforcement agencies to conduct any remaining Compliance Checks.

- 5.1.3 Underage Purchaser Volunteers. Utilization of underage purchaser volunteers between the ages of sixteen (16) and twenty (20) is strongly encouraged, where feasible. The Department may compensate the underage purchaser volunteers involved in the Compliance Checks in a manner consistent with Section 6
- 5.1.4 Routine Enforcement. In addition to conducting Compliance Checks, the Department agrees to regularly enforce alcoholic beverage laws.
- 5.1.5 Civil Proceedings. The Department shall cooperate with city, county, and state prosecutors if civil permit proceedings are initiated against a retail alcohol license/permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.
- 5.1.6 Compliance Check Reports. The Department shall provide detailed results of completed Compliance Checks in a Compliance Check Report to IDR via the law enforcement GovConnectIowa portal or other method prescribed by IDR within ten (10) business days of completed Compliance Checks. Information in the Compliance Check Report will include, but will not be limited to, the date, time, and location of the Compliance Check, and any other information required by IDR.
- 5.1.7 Miscellaneous. The Department shall be responsible for the day-to-day administration of its alcoholic beverage enforcement. The Department shall provide all office space, equipment, and personnel necessary to conduct alcoholic beverage enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing, and compensation of its officers.

5.2 **Responsibilities of IDR.**

- 5.2.1 Enforcement Guidance. IDR shall provide guidance and best practices for conducting underage alcohol Compliance Checks to the Department, if needed, and cooperate with the Department in the performance of the Agreement.
- 5.2.2 **Payment.** IDR shall pay the Department in the manner described in Section 6 of this Agreement.
- 5.2.3 Cooperation. If IDR believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, IDR shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from alcoholic beverage enforcement activities. IDR shall have no authority to discipline or reassign an officer, except that IDR shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

5.2.4 Insurance, Benefits, and Compensation. IDR shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance, and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. IDR shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

6.1 Method of Payment. In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of one hundred dollars (\$100) per reported Compliance Check. The flat fee payment for each Compliance Check constitutes the full and exclusive remuneration for the Compliance Check. For example, compensation of underage purchaser volunteers is the sole responsibility of the Department and is to be paid from the flat fee payment.

6.2 Eligible Claims. Compliance Checks that are conducted on or after January 23, 2026 and on or before June 30, 2026 are eligible for payment provided that the results are reported in accordance with Section 5. Any Compliance Checks that were funded by a non-departmental entity are not eligible for payment.

6.3 **Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:

6.3.1 Sole Activity. Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time Peace Officer positions solely for alcoholic beverage enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchaser volunteers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform alcoholic beverages enforcement activities.

6.4 Payment in Arrears. IDR shall verify the Department's performance and compliance with this Agreement before making payment. IDR shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514. IDR may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514. Unless otherwise agreed in writing by the Parties, the Department shall not be entitled to receive any other payment or compensation from IDR or the State of Iowa for any Compliance Checks not compliant with this Agreement. The Department shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Agreement.

SECTION 7. ADMINISTRATION OF AGREEMENT. IDR and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. IDR and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

10.1 **Termination for Convenience.** Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

10.2 **Termination Due to Lack of Funds or Change in the Law.** Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, IDR shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the

following:

- 10.2.1 The legislature or governor fail in the sole opinion of IDR to appropriate funds sufficient to allow IDR to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;
 - 10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by IDR to make any payment hereunder are insufficient or unavailable for any other reason as determined by IDR in its sole discretion;
 - 10.2.3 If IDR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;
 - 10.2.4 If IDR's duties, programs or responsibilities are modified or materially altered;
 - 10.2.5 If there is a decision of any court, administrative law judge, or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects IDR's ability to fulfill any of its obligations under this Agreement. IDR shall provide the Department with written notice of termination pursuant to this section.
- 10.3 **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:
- 10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;
 - 10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;
 - 10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;
 - 10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.
- 10.4 **Notice of Default.** If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
- 10.4.1 Immediately terminate the Agreement without additional written notice; or,
 - 10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

SECTION 11. CONTACT PERSON. At the time of execution of the Agreement, each Party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. IDR will email the Department's Contact Person instructions and links for completing Compliance Check Reports and how to submit copies of violations to IDR.

SECTION 12. CONTRACT ADMINISTRATION.

- 12.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 12.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit IDR and the Department.
- 12.3 **Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Agreement shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to IDR or the State of Iowa.
- 12.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other party.
- 12.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 12.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 12.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 12.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between IDR and the Department for the services provided in connection with the Agreement.
- 12.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of IDR and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach, the right to require performance with respect thereto, or to claim a breach with respect thereto.
- 12.10 **Notices.** Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person listed below at the address specified. From time to time, the Parties may change the name and address of an individual designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein. Such change shall not require an amendment to this Agreement. Each such notice shall be deemed to have been provided:
- 12.10.1 At the time it is actually received; or,
- 12.10.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- 12.10.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

Party: IDR

Name: Brandon Trapp

Title: Executive Officer, Alcohol & Tax Compliance Division

Address: 1918 SE Hulsizer Road
City, State Zip Code: Ankeny, Iowa 50021
Phone Number: (515) 480-8357
E-mail Address: Brandon.Trapp@iowa.gov

Party: Paul H. Fitzgerald

Name: STORY COUNTY SHERIFF'S OFFICE

Title: Sheriff

Address: 1315 S B Avenue

City, State Zip Code: IA Nevada, IA 50201

Phone Number: (515)382-6566

E-mail Address: pfitzgerald@storycountyiowa.gov

- 12.11 **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied, or un-discharged.
- 12.12 **Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 12.13 **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 12.14 **Authorization.** Each party to the Agreement represents and warrants to the other that:
- 12.14.1 It has the right, power, and authority to enter into and perform its obligations under the Agreement.
 - 12.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery, and performance of the Agreement, and the Agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.
- 12.15 **Successors in Interest.** All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.
- 12.16 **Record Retention and Access.** The Department shall maintain accurate, current, and complete records of the financial activity of this Agreement which sufficiently and properly document and calculate all charges billed to IDR throughout the term of this Agreement and for a period of at least three (3) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later. The Department shall permit IDR, the Auditor of the State, or any other authorized representative of the State and, where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, electronically or optically stored and created records, or other records

of the Department relating to invoices or payments or any other documentation or materials pertaining to this Agreement, wherever such records may be located. The Department shall not impose a charge for audit or examination of the Department's books and records.

- 12.17 **Additional Provisions.** The parties agree that any Addendum, Rider, or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.
- 12.18 **Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 13. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

Iowa Department of Revenue

Name:
Title:
Signature Date:

Name: STORY COUNTY SHERIFF'S OFFICE
Title:
Signature Date:

APPROVED **DENIED**
Board Member Initials: PMU
Meeting Date: 2/17/26
Follow-up action: _____



Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com
www.storycountyconservation.org

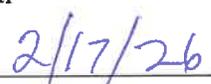
Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director
From: Brandon Clough, Natural Resources Specialist
Date: February 17, 2026
Re: Consideration of Cash Rent Farm Lease Amendment

The attached cash rent farm lease amendment is for farming the Deppe Family Conservation Area. We have been using conventional row cropping as a tool to convert a smooth brome-dominated grassland to a diverse prairie reconstruction. Cropping year 2026 will be the last year of the row crops before planting it to prairie in FY27.

The operator paid \$100/ac rent during the cropping year 2024, and \$200/ac rent during the cropping year 2025. Due to the poor farm economy, dense vegetation, and stringent conditions on conservation tillage, including no-till requirements, he has lost money. The proposed amendment removes the cash rent for 2026. If the area is not farmed, it will cost SCC money to spray undesired weeds throughout the growing season to properly prepare it to be planted to prairie. This amendment is in the best interest of the county in order to meet our land management objectives.

The Story County Conservation Board urges your approval.


Approval

Date

Disapproval

Date

Cash Rent Farm Lease Amendment

THIS AMENDMENT TO CASH RENT FARM LEASE is made and entered into on this 5th day of Feb, 2026, by and between Story County, Iowa ("Owner") and **Chance Flynn**, ("Operator").

WITNESSETH:

NOW THEREFORE, Owner and Operator agree as follows:

- (1) The parties have previously entered into a Cash Rent Farm Lease, dated **October 25, 2023**, concerning the **Deppe Family Conservation Area** and amended that Lease in 2025.
- (2) Furthermore, said Lease be amended to include provisions for the 2026 Cropping Year as the last year the property will be cropped and that the foregoing changes are in the best interest of the Owner in order to meet land management objectives.

NOW THEREFORE, the parties agree to the following Lease amendment:

1. That paragraph 5A of said Lease shall be amended to add: For the 2026 cropping year, the rental rate shall be \$0/acre.
2. That paragraph 5B of said Lease shall be amended to add: Cover crops are not required at the completion of the 2026 Cropping Year, as the Owner will seed permanent vegetation at that time.
3. That paragraph 5D shall be amended to read as follows: The crop for 2026 shall be soybeans unless given written permission by Owner.
4. The parties further agree that all other terms and conditions of the original Lease remain in full force and effect except as specifically modified by this amendment.

Story County Conservation Board:

Christine Laumer

Christine Laumer, Chair

2/9/26

Date

Operator:

Chance Flynn

Chance Flynn, Owner

2/5/2026

Date

Chance Flynn
65297 Richland Street
Nevada, Iowa 50201

Story County, Iowa:

Mudahrba

Chair, Board of Supervisors

2/17/26

Date



Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com
www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director
From: Patrick Shehan, Special Projects Ranger
Date: February 17, 2026
Re: Consideration of Change Order No. 6 for Heart of Iowa Nature Trail Paving Project Phases 4-7a for (\$58,401.14) with Wicks Construction, Inc.

This attached Change Order is the customary "balancing" change order for completion of the project. The Change Order modifies the contract with Wicks Construction Inc. to balance the contract such that the quantities measured, recorded, and paid will match the contract quantity. Substantial completion of phase 7A was recommended by the Construction Observer on November 19, 2025. This Change Order also moves the completion date to 12-20-2025. All punch list items have been completed.

No funds are necessary within this Change Order as it is for -\$58,401.14, crediting the project.

The Story County Conservation Board recommends your approval.

Patrick Shehan

Approval

Disapproval

2/17/26

Date

Date



February 06, 2026

Mr. Pat Shehan
Special Projects Ranger
Story County Conservation Board
56461 180th Street
Ames, IA 50010

RE: HEART OF IOWA NATURE TRAIL – PHASES 4,5,6 & 7A
CHANGE ORDER 6
S&A PROJECT NO. – 123.0806.01 & 124.1494.01

Dear Pat,

Enclosed is Change Order 06. This change order moves the completion date from 12-20-2024 to 12-20-2025. This extension of the project completion date allowed for the construction of phase 7A project items. Substantial completion of phase 7A was recommended by the Construction Observer on November 19, 2025. This change order also balances the contract such that the quantities measured, recorded, and paid will match the contract quantity.

Please note that all punch list items have been completed, and it was mutually agreed upon that any additional seeding or erosion control will become the responsibility of the County outside of the agreement with Wicks Construction.

Please contact me should you have any questions or comments on this change order or desire additional information.

Respectfully,

SNYDER & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Spencer Wignall'.

Spencer Wignall, P.E.
Project Manager

Enclosure: Change Order 05

CHANGE ORDER FORM



Project Title: HOINT-Phase 4, 5, & 6 - 620th St to US 65
Contractor: Wicks Construction, Inc.
Address: 2201 Slate Hwy 9, PO Box 428, Decorah, IA 52101
Original Contract Date: April 24, 2024

Change Order Number: 6

Change Order Date: February 5, 2026

Purpose of Change Order:

Final balancing change order for measured quantities. Completion date changed to 12-20-2025.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
4.03	Pipe Culvert, Trenched, PVC, 12"	LF	32.50	\$ 100.00	\$ 3,250.00
4.04	Pipe Culvert, Trenched, RCP, 18"	LF	8.00	\$ 66.00	\$ 528.00
4.06	Pipe Apron, CMP, 12"	EA	1.00	\$ 225.00	\$ 225.00
4.10	Subdrain, Type 2, 6"	LF	90.00	\$ 15.00	\$ 1,350.00
4.11	Subdrain Cleanout, Perforated Standpipe	EA	2.00	\$ 450.00	\$ 900.00
4.12	Subdrain Outlets and Connections Concrete Headwall 6"	EA	2.00	\$ 400.00	\$ 800.00
4.13	Inlet, SW-512, 24"	EA	(1.00)	\$ 1,600.00	\$ (1,600.00)
7.05	Shared Use Path, PCC, Bridge Approach Pavement	SY	(6.67)	\$ 215.00	\$ (1,433.09)
7.09	Driveway, Granular, 6"	SY	50.00	\$ 12.00	\$ 600.00
8.01	Painted Pavement Marking, Durable	STA	(1.72)	\$ 825.00	\$ (1,415.08)
8.03	Safety Closures	EA	2.00	\$ 150.00	\$ 300.00
8.04	Traffic Signs	SF	(72.00)	\$ 20.00	\$ (1,440.00)
8.05	Perforated Square Steel Tube Posts	LF	(9.00)	\$ 20.00	\$ (180.00)
9.01	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1	AC	4.19	\$ 3,600.00	\$ 15,084.00
9.02	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Owner Supplied Seed	AC	(0.40)	\$ 4,500.00	\$ (1,800.00)
9.03	Filter Sock, 12"	LF	(4,050.00)	\$ 3.00	\$ (12,150.00)
9.04	Filter Sock, Removal	LF	(4,050.00)	\$ 0.15	\$ (607.50)
9.06	Rip Rap, Class E	TON	770.98	\$ 42.00	\$ (32,381.16)
9.07	Stabilized Construction Entrance	SY	(225.00)	\$ 12.00	\$ (2,700.00)
9.08	Grout for Rip Rap	CY	75.00	\$ 250.00	\$ (18,750.00)
9.10	Chain Link Fence, Commercial, Black Vinyl Coated, 54" Tall	LF	116.00	\$ 78.25	\$ 9,077.00
9.12	Removal of Fence	LF	(26.50)	\$ 3.50	\$ (92.75)
8024	Revetment, Class E	TON	17.20	\$ 59.00	\$ 1,014.80
8040	Subdrain Cleanout, Perforated Standpipe	EA	(1.00)	\$ 500.00	\$ (500.00)
8041	Subdrain Outlets and Connections Concrete Headwall 6"	EA	(1.00)	\$ 600.00	\$ (600.00)
8042	Subdrain Type 2 - 6"	LF	(35.00)	\$ 25.00	\$ (875.00)
8053	Filter Sock, Removal	LF	(2,400.00)	\$ 1.00	\$ (2,400.00)
8054	Revetment, Class E	TON	17.20	\$ 1.00	\$ 17.20
A1. 9.01	Silt Fence or Silt Fence Ditch Check	LF	(200.00)	\$ 2.50	\$ (500.00)
A1. 9.02	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	LF	(100.00)	\$ 0.10	\$ (10.00)
A1. 9.03	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	(200.00)	\$ 0.50	\$ (100.00)
A1. 9.05	Turf Reinforcement Mats, Earth Armoring Solution	SY	(341.70)	\$ 1.50	\$ (512.55)
A1. 11.05	Revetment, Class E	TON	(250.00)	\$ 46.00	\$ (11,500.00)
TOTAL					\$ (58,401.14)

Change Order Number: 6 makes the following adjustments to the Contract:

Contractor Accepted: Wicks Construction, Inc.

Signature: David Clark Date: 2/6/2026
Signature Date

Engineer Approved: Snyder and Associates, Inc.

Signature: [Signature] Date: _____
Signature Date

Owner Accepted: Story County Conservation Board

Signature: [Signature] Title: Chair
 Date: 2/19/26
Signature Title Date

Attest for Owner:

Signature: _____ Title: _____
 Date: _____
Signature Title Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 3,236,354.93
1	June 5, 2024	\$ 10,553.00
2	September 3, 2024	\$ 3,601.74
3	October 23, 2024	\$ 6,628.60
4	December 12, 2024	\$ 539,949.25
5	August 25, 2025	\$ 3,907.80
6	January 21, 2026	\$ (58,401.14)
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 3,742,594.18**

STORY COUNTY UTILITY PERMIT

To the Board of Supervisors, Story County, Iowa:

The KPL Northern States, LLC Company, incorporated under the laws of Delaware authorize to do business within the State of Iowa, with its principal place of business at , 4111 E 37th St. N, Wichita, KS 67220, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Liquid Petroleum Products on secondary route West Maple Avenue, from 42.004829, -93.481268 to 42.004648, -93.481266, a distance of 66 feet miles.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:

The maximum allowable design pressure for this section of 24" diameter steel pipe is 1350 psi.

2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable. Utility depth requirements shall meet Iowa Administrative Code 761—115.13(306A).

3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.

4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.

5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.

6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.

7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed in the ditch bottom near the backslope or on top of the backslope near the r.o.w. line.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date February 5, 2026



KPL Northern States, LLC
Name of Company (Applicant - Permittee)

Brad Stubbe

Brad Stubbe (Feb 6, 2026 10:39:44 CST)

651-458-4842

by

Phone no.

Recommended for Approval:

Date 2-10-26



County Engineer

515-382-7355

Phone no.

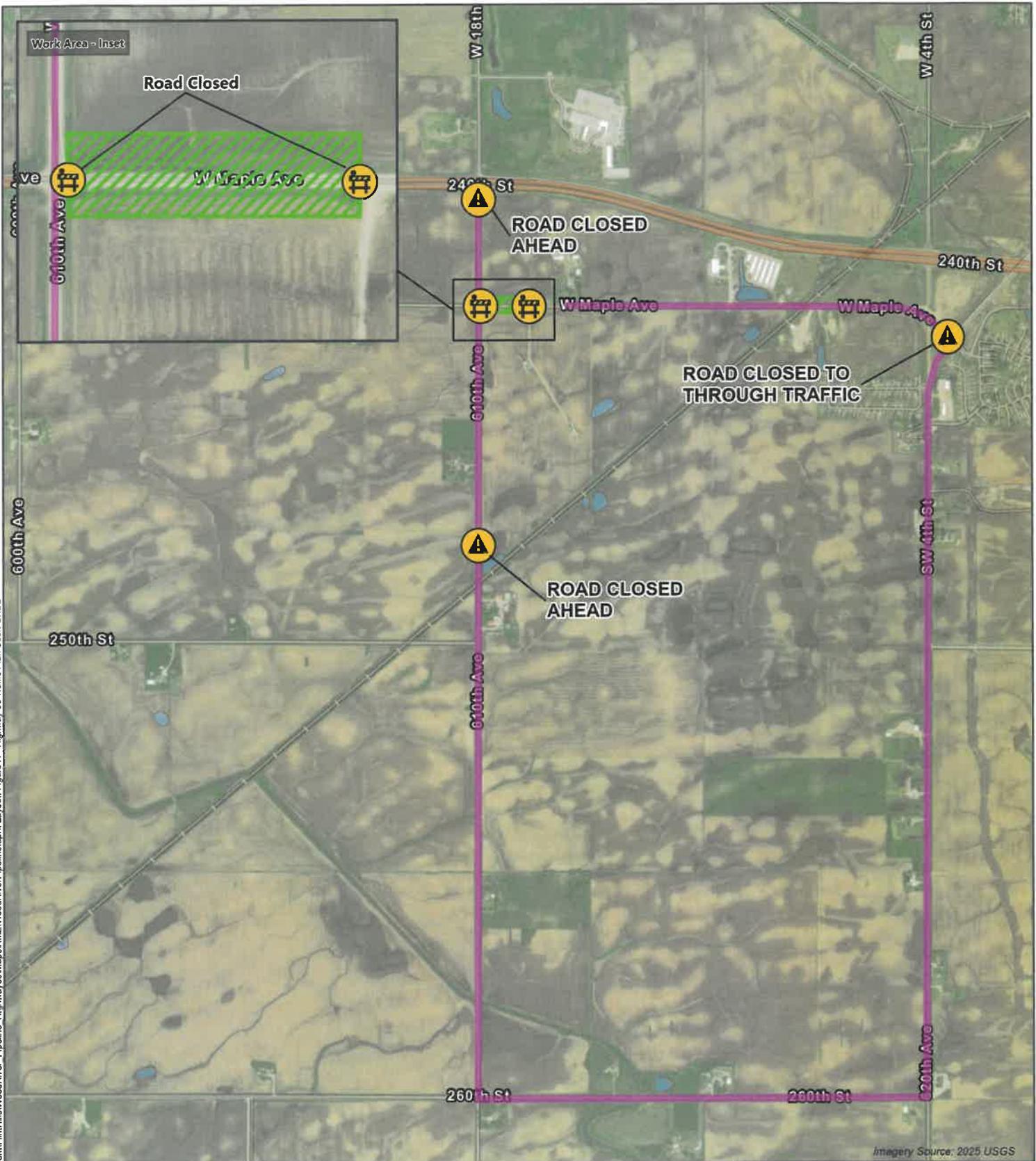
Approved:

Date 2/17/26



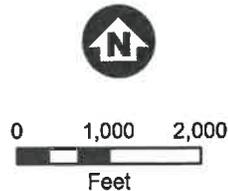
Chair, Board of Supervisors
Story County, Iowa

A plat shall be attached to the copy submitted.



imagery Source: 2025 USGS

-  Work Area
-  Detour Route



**Wood River Pipeline - Highway
30 Traffic Plan**
Flint Hills Resources
Nevada, Iowa

FIGURE X



